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Los Angeles Superior Court

JUL 20 2012

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **COUNTY OF LOS ANGELES**

17 Lucy Messerschmidt, individually and on  
18 behalf of all others similarly situated,

Plaintiff,

19 vs.

20 VH Property Corporation dba Trump National  
21 Golf Club and DOES 1 through 100,

22 Defendants

23 Dave Perry, individually and on behalf of all  
24 others similarly situated,

Plaintiff,

25 vs.

26 VH Property Corp., a Delaware Corporation  
doing business as TRUMP NATIONAL GOLF  
27 CLUB; MICHAEL VANDERGOES and  
DOES 2 to 50, inclusive

28 Defendants

) CASE NO. BC 403 087

) (Action filed on December 2, 2008;  
) consolidated with Case No. BC 408999;  
) Assigned to Hon. Mark V. Mooney)

) **Plaintiffs Lucy Messerschmidt's and**  
) **Dave Perry's Joint Notice of Motion**  
) **and Motion for Class Certification;**  
) **Memorandum of Points and**  
) **Authorities in Support Thereof;**  
) **Declarations of Plaintiffs Dave Perry**  
) **and Lucy Messerschmidt and 24**  
) **Witnesses and Plaintiffs' Counsel**  
) **Anthony J. Orshansky and Jeffrey W.**  
) **Cowan**

) [Proposed Order submitted separately]

) Date: November 13, 2012  
) Time: 1:30 p.m.  
) Dept.: 68

1 **TO DEFENDANT VH PROPERTY CORP. AND ITS ATTORNEYS OF RECORD:**

2 **YOU ARE HEREBY NOTIFIED THAT ON** November 13, 2012 at 1:30 p.m. or as soon  
3 thereafter as the matter may be heard, in Department 68 of the above-entitled court located at 111 N.  
4 Hill Street, Los Angeles, California 90012; (213) 974-5707; Plaintiffs Lucy Messerschmidt and Dave  
5 S. Perry will and hereby do (jointly and severally) move this Court for an order:  
6

7 1. Certifying this action against Defendant VH Property Corp. dba Trump National Golf  
8 Club ("Trump") as a class action on behalf of all persons who are employed or were employed by  
9 Trump between December 2, 2004 and the present ("Class Period") as nonexempt hourly employees  
10 ("Class Members") or, in the alternative, a class of all nonexempt hourly employees who are or were  
11 employed by Trump during the Class Period in the following departments: Outside Services/Valet,  
12 Kitchen, Food & Beverage, hostesses, Front of the House, Deli, Sales, Golf, Banquets, and Security,  
13

14 3. Certifying Plaintiffs Lucy Messerschmidt and Dave S. Perry (collectively, "Plaintiffs")  
15 as Class Representatives; and  
16

17 4. Certifying Plaintiffs' lawyers Orshansky & Yeremian LLP and The Cowan Law Firm  
18 as Class Counsel;

19 As set forth in further detail in the attached memorandum of points and authorities, Plaintiffs  
20 make their motion pursuant to C.C.P. §382 and CRC Rule 3.764 on the grounds that membership in  
21 the class is ascertainable; that a community of interest exists within the class; and that a common  
22 nucleus of facts and common questions of law in the class predominate over individual questions;  
23 Plaintiffs' claims are typical of claims within the class; and Plaintiffs and their counsel will  
24 adequately and fairly protect the interests of the class.  
25

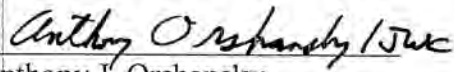
26 Plaintiffs base their motion on this Notice of Motion and Motion, the attached Memorandum  
27 of Points and Authorities, the declarations of Charles West, Hayley Strozier, Kevin Hooker, Stacia  
28



1 Solis, Sue Kwiatkowski, Tanuja Khatri, Cynthia Reyes, Damion Liu, Gail Doner, Irvin Alberto-  
2 Alvarez, Jessica Lesure, John Marlo, Jose Detres, Leea Sarmiento-Guiterrez, Maral Bolsajian,  
3 Mariana Sanchez, Matthew Lostritto, Andrew Plumley, Dwayne McDowell, Jameson Morris, Jason  
4 Eidet, Neil Iacono, Timothy Thatcher, Carla Gonzalez, Lucy Messerschmidt, and Dave Perry, the  
5 declarations of Plaintiffs' lawyers Anthony J. Orshansky and Jeffrey W. Cowan and exhibits attached  
6 thereto; Plaintiffs' Proposed Notice; Plaintiffs' Proposed Order, the complete file in this action, and  
7 such further evidence that may be presented at the hearing of the motion.  
8  
9  
10  
11


12 DATED: July 20, 2012

**ORSHANSKY & YEREMIAN LLP**

13  
14 By   
15 Anthony J. Orshansky  
16 Attorneys for Plaintiff Dave S. Perry and the  
Proposed Class

17 DATED: July 20, 2012

**THE COWAN LAW FIRM**

18  
19 By   
20 Jeffrey W. Cowan  
21 Attorneys for Plaintiff Lucy Messerschmidt and  
22 the Proposed Class  
23  
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26  
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**TABLE OF CONTENTS**

1

2 I. STATEMENT OF FACTS AND SUMMARY OF ARGUMENT ..... 1

3 II. CLASS CERTIFICATION STANDARDS ..... 5

4 III. THE COURT SHOULD CERTIFY THE CLASS BECAUSE ALL FACTORS EXIST ..... 6

5 A. Numerosity ..... 6

6 B. Ascertainability ..... 6

7 C. Typicality ..... 7

8 D. Adequacy ..... 8

9 E. Superiority ..... 9

10 F. Commonality ..... 9

11 1. Common Questions re Not Providing Meal Breaks ..... 10

12 i. *Common Questions re: Trump’s Written Employment Policies.* ..... 12

13 ii. *Common Questions Arise re: the Prohibition of Offsite Meal Periods.* ..... 13

14 iii. *Common Questions re: Whether Trump “Relieved” Class Members to Take Meal Breaks...*

15 ..... 14

16 iv. *Common Questions re: Discouraging Meal Periods.* ..... 18

17 v. *Common Questions re: Short, Interrupted Meal Periods.* ..... 18

18 vi. *Common Questions re: Time Records of Meal Periods.* ..... 20

19 vii. *Common Questions re: Failure to Pay the Premium Wage.* ..... 20

20 2. Common Questions of Law and Fact Predominate regarding Trump’s Failure to Provide Rest

21 Breaks. .... 20

22 i. *Common Questions Arise re: Trump’s Written Rest-Break Policy.* ..... 21

23 ii. *Common Questions re: Whether Trump Authorized or Permitted Rest Breaks.* ..... 22

24 iii. *Common Questions Arise re: Short, Interrupted Rest Breaks.* ..... 24

25 iv. *Common Questions re: Discouraging Rest Breaks* ..... 24

26 v. *Common Questions re: Failure of to Pay the Premium Wage* ..... 24

27 IV. DERIVATIVE CLAIMS FOR PAYSTUB AND WAITING-TIME PENALTIES ..... 24

28 V. CONCLUSION ..... 25

**TABLE OF AUTHORITIES**

**Cases**

1

2

3 *Aguiar v. Cintas Corp., No 2* (2006) 144 Cal.App.4th 121 .....7

4 *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341 .....6

5 *Brinker Restaurant Corp. v. Super. Ct.* (2012) 53 Cal.4th 1004 ..... *passim*

6 *Bufl v. Dollar Financial Group, Inc.* (2008) 162 Cal.App.4th 1193 .....21, 22

7 *Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949 .....15

8 *City of San Diego v. Haas* (Jun. 29, 2012) 2012 WL 2476876 .....10

9 *City of San Jose v. Superior Court* (1974) 12 Cal.3d 447 .....9

10 *Classen v. Weller* (1983) 145 Cal.App.3d 27 .....6, 7

11 *Gentry v. Super. Ct.* (2008) 42 Cal.4th 443 .....9

12 *Ghazaryan v. Diva Limousine, Ltd.* (2009) 169 Cal.App.4th 1524 .....5

13 *LaSala v. American Savings & Loan Ass'n* (1971) 5 Cal.3d 864 .....5

14 *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429 .....5, 9, 12

15 *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096 .....9

16 *McGhee v. Bank of America* (1976) 60 Cal.App.3d 442 .....8

17 *Miller v. Woods* (1983) 148 Cal.App.3d 862 .....6

18 *Murphy v. Kenneth Cole* (2007) 40 Cal.4th 1094 .....11, 25

19 *Prince v. CLS Transportation, Inc.* (2004) 118 Cal.App.4th 1320 .....6

20 *Reyes v. Board of Supervisors* (1987) 196 Cal.App.3d 1263, .....6

21 *Ricaldai v. U.S. Investigations Services, LLC* (C.D. Cal. 2012) 2012 WL 1900660 .....11

22 *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d at 473 .....5, 7, 9, 10

23 *Rose v. City of Hayward* (1981) 126 Cal.App.3d 926 .....6, 7

24 *Vasquez v. Superior Court* (1981) 4 Cal.3d 800 .....9

25 *Wal-Mart Stores, Inc. v. Dukes* (2011) —U.S.—, 131 S.Ct. 2541 .....9, 10

26 **Statutes**

27 Code of Civil Procedure § 382.....5, 6

28 Labor Code § 203.....25

1	Labor Code § 226.....	25
2	Labor Code § 226.7.....	11
3	Labor Code § 512.....	10
4		
5		
6		
7		
8		
9		
10		
11		
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1 **I. STATEMENT OF FACTS AND SUMMARY OF ARGUMENT**

2  
3 “I rarely stop for lunch.”

4 Donald Trump, *The Art of the Deal*, page 1 (Random House, 1987).

5  
6 Twenty-five years ago, developer Donald Trump admitted that he places little value on taking  
7 time to eat during the work day. Mr. Trump not only stated this on the *first* page of his  
8 autobiography but also admitted to having no concern for *when* he ate:

9 “3:00 p.m. I ask Norma Foerderer, my executive assistant and the person who  
10 keeps my life organized, to bring me lunch: a can of tomato juice. I rarely go out,  
11 because mostly, it’s a waste of time.” (*Id.* at p. 7.)

12 These values – along with Donald Trump’s perpetual quest to brand his businesses as “the  
13 best” – led to a culture at the Trump National Golf Club, owned and operated by Defendant VH  
14 Property Corporation (“Trump”), in Rancho Palos Verdes that flouted California’s law requiring meal  
15 and rest breaks. Since Trump bought the public golf club in 2002 Trump discouraged, intimidated, or  
16 outright forbade its hundreds of non-exempt employees from enjoying the 30 minute meal periods or  
17 10 minute rest breaks that California law requires according to settled law and the California  
18 Supreme Court’s recent decision in *Brinker Restaurant Corp. v. Super. Ct.* (2012) 53 Cal.4th 1004.

19 How did this happen? Admittedly, Trump’s employee handbooks gave lip service to the  
20 law’s requirements about meal and rest breaks. But these policies were a sham; just inert words on  
21 paper. Instead of breathing life into them, Trump made business decisions that ensured that the law’s  
22 requirements (and Trump’s own stated policies) would not be enforced.<sup>1</sup>

23 Perhaps most importantly, Trump never employed managers with expertise in human resources  
24 and California law. Neither the general managers during the relevant period (Donald Trump  
25 regularly tells them – wait for it – “You’re fired!”) nor its “director of human resources” had either a  
26 degree, certificate or any meaningful formal study in California employment law or human

27  
28 <sup>1</sup> To make things worse, Trump’s policies violated the law about when a rest break is earned by stating that a 10 minute  
break came with every “four hours” worked, not “major part thereof. It also was wrong about meal break timing.

1 resources.<sup>2</sup> Nor did any of these persons – or the department heads/managers under their supervision  
2 – receive any regular HR training beyond seminars (typically two hours) that the company’s  
3 insurance broker provided 3-4 times a year.<sup>3</sup> Testimony from these persons – as well as multiple  
4 former employees (and Plaintiff Dave Perry) who complained to management about not getting meal  
5 or rest breaks – confirms that the general managers *and HR department* did not know the law about  
6 meal and rest breaks.<sup>4</sup>

7 In addition, Mr. Sperandeo – the person in charge of human resources at Trump – paid no  
8 attention to meal or rest break issues. In fact, he did not consider them his responsibility. [Sperandeo  
9 Depo., pp 62:4-63:13.] Instead, HR policy was dictated by New York lawyers working in-house at  
10 the Trump Organization. None are licensed to practice law in California. [Sperandeo Depo., 109:9-  
11 111:21; Cowan Decl., ¶ 15, Ex. N.]

12 Similarly, in 2006 or 2007 Trump stopped using a California lawyer for its “on call”  
13 employment law advice. Instead, it relied on New York lawyers at the Trump Organization.<sup>5</sup> Plus,  
14 while it had a California lawyer “on call,” Trump discouraged its HR department from using this  
15 lawyer unless it was an emergency. Otherwise, managers called a non-lawyer insurance broker for  
16 legal advice. [Sperandeo Depo., pp. 100:13-103:8; 105:2-13.]

17 As a result, Trump’s “human resources department” (and the general managers that relied on  
18 it) had – at best – a flawed misunderstanding of the law. They thought that because Trump (1) kept  
19

20 <sup>2</sup> Tom Sperandeo, the controller and director of HR at Trump (and also in the pre-Trump era when the public golf club  
21 was the Ocean Trails Golf Club) testified that he studied “Human Resources” as part of his business major at Georgia  
22 Southern University, but could not any identify subject matters covered other than “collective bargaining, like unions and  
23 stuff like that.” He also testified to taking no steps on his own to keep up with employment law topics (*e.g.*, taking  
24 courses on his own, joining a professional organization for HR professionals, or reading HR journals) while he putatively  
25 was in charge of HR issues like wage and hour compliance at Trump. And although Mr. Sperandeo testified to getting  
26 training in civil rights law while serving in the Coast Guard Reserves, the only kind of unlawful harassment he was able  
27 to identify was sexual harassment. See Sperandeo Depo., pp 19:21-22:7; 25:5-28:15; 42:9-43:15; 49:16-22; 50:6-24.

28 <sup>3</sup> See Sperandeo Depo., p. 56:11-25; van der Goes Depo. 41:21-42:1; Conforti Depo. 57:22-59:16 In addition, before  
2007 Mr. Sperandeo attended on an annual or bi-annual a day-long presentation that Trump’s initial California lawyer Paul  
Fleck presented. Sperandeo Depo p. 98:3-23.

<sup>4</sup> By skimping this way, Trump deviated from its president’s core philosophy, articulated 25 years ago: “I have a very  
simple rule when it comes to management: *hire the best people from your competitors*, pay them more than they were  
earning, and give them bonuses and incentives based on their performance. That’s how you build a first-class operation.”  
*Art of the Deal*, pp. 146-147 (emphasis added).

<sup>5</sup> Sperandeo Depo., pp. 58:1-60:1; see also Ex. N to the Cowan Decl.



1 its workers on the clock (paid) from their shifts' start to finish (Sperandeo Depo 135:17-136:16;  
2 146:8-12), and (2) provided free food (of varying quality and limited quantities), Trump had no duty  
3 to give its employees 30 minutes for meal breaks or 10 minutes for rest breaks. Nor was there an  
4 understanding that meal breaks had to begin within five hours of an employee starting work.

5 Along with this misinformation, there existed at Trump a relentless pressure to provide a  
6 "world class" atmosphere that lived up to the brand that Donald Trump tries to attach to his name.  
7 And like many businesses, Trump obsessed about keeping its expenses as low as possible. This  
8 meant, among other things, not scheduling enough employees in the restaurants and kitchen and  
9 outside services departments so that employees could have a co-worker cover for them when it was  
10 time for a break. [It also apparently meant not hiring an HR director who had proper qualifications.]

11 The result was a culture in which employees who worked at Trump were either prohibited or  
12 discouraged/intimidated from taking meal or rest breaks. Trump's managers constantly denied break  
13 requests because the club was too "busy" at that time. One memo from a general manager (Ex. 6, p.  
14 3) expressly stated that customers came first, ahead of their breaks. And manager Joel Kim retaliated  
15 against valets who asked for a break with "hard duty" assignments that involved more work and  
16 discomfort, or scheduling such offenders to work at inconvenient and less desirable times.

17 At best, breaks were allowed on an *ad hoc* basis – but always for *less* than the legally required  
18 10 minutes for a rest break and 30 minutes for a meal break. When employees *did* receive  
19 permission to go the bathroom, eat or smoke a cigarette, the message was always the same: "Hurry up  
20 and get back to work as quickly as you can." Managers even interrupted employees who were eating  
21 (with food on their plates) or on a rest break and sent them back to work before their 30 or 10 minutes  
22 were up – *and without even asking if the employees had received their full break.*

23 It is hardly surprising to learn that before this lawsuit was filed, Trump had no system and  
24 never conducted an audit to ensure that its employees were getting their breaks (or a fair opportunity  
25 to take them). [Sperandeo Depo 159: 11-161:11; Amini Depo. 120:6-121:21, 127:19-128:24.]

26 Unlike many wage and hour cases, there should be little meaningful dispute about these facts.  
27 Aside from the 20+ current and former employee declarations that accompany this motion, *many*  
28 *former managers of Trump have testified how they and other managers discouraged or intimidated*



1 employees from taking 30 minute meal breaks and 10 minute rest breaks. Sue Kwiatkowski, Kevin  
2 Hooker, Chuck West, and Haley Strozier tell a compelling story. Their testimony corroborates the  
3 testimony of the Plaintiffs, the other non-exempt employees, Mr. Sperandeo and manager Joel Kim.

4 These facts compel a finding that this lawsuit warrants class certification on these “break”  
5 issues – *on which Trump bears the burden of proof (at least as to meal breaks) because it has no*  
6 *records showing that its employees “clocked out” for their meal breaks.* Each of the well-known  
7 factors that the Court is to consider regarding certification militates in favor of certification.<sup>6</sup>

8 There is numerosity (hundreds of aggrieved current and former employees, whose numbers  
9 and identities already have been ascertained from Trump’s records). Common issues of fact and law  
10 (managers and employees alike have testified how employees were always pushed to keep their  
11 breaks as short as possible) exist and predominate because all of these employees suffered the same  
12 treatment from the same managers, which in turn flowed from the same corporate culture and the  
13 same incorrect belief that employees did not have to receive 30 minute meal breaks if they were  
14 being paid for the time they spent eating. Similarly, typicality exists: Plaintiffs Lucy Messerschmidt  
15 and Dave Perry’s claims (and testimony) about being denied their meal and rest breaks are consistent  
16 with the testimony of all the other employees (and managers) about how breaks were discouraged and  
17 employees were always told to keep them as short as possible.

18 Importantly, the California Supreme Court’s decision in *Brinker* confirms that certification is  
19 appropriate. Trump no doubt will oppose this motion with a stack of declarations from its current  
20 employees (most of whom surely had concerns about keeping their jobs, as is the case with most  
21 current employees *and given the threats that some Trump employees received from their managers*  
22 *about talking about this lawsuit*) and will argue that this conflict in evidence precludes commonality  
23 because it requires individualized determinations. But *Brinker* made clear that, to the extent issues of  
24

25 <sup>6</sup> There is numerosity (hundreds of aggrieved current and former employees, whose numbers and identities already have  
26 been ascertained from Trump’s records). Common issues of fact and law (managers and employees alike have testified  
27 how employees were always pushed to keep their breaks as short as possible) exist and predominate because all of these  
28 employees suffered the same treatment from the same managers, which in turn flowed from the same corporate culture  
and the same incorrect belief that employees did not have to receive 30 minute meal breaks if they were being paid for the  
time they spent eating. Similarly, typicality exists: Plaintiffs Lucy Messerschmidt and Dave Perry’s claims (and  
testimony) about being denied their meal and rest breaks are consistent with the testimony of all the other employees (and  
managers) about how breaks were discouraged and employees were always told to keep them as short as possible.



1 commonality overlap with the merits to be adjudicated at trial, the Superior Court invariably should  
2 find in favor of certification. *Brinker, supra*, at 1023

3 For these reasons and more (*infra*), Plaintiffs Lucy Messerschmidt and Dave Perry  
4 (“Plaintiffs”) respectfully submit that the Court should certify the class claims and appoint Plaintiffs  
5 as the representatives and their lawyers as joint class counsel.

## 6 **II. CLASS CERTIFICATION STANDARDS**

7 “[T]his state has a public policy which encourages the use of the class action device.”  
8 *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d at 473.

9 When considering whether to certify a lawsuit as a class action, the Court should focus on  
10 whether the asserted theory of recovery is amenable to class treatment. *Ghazaryan v. Diva*  
11 *Limousine, Ltd.* (2009) 169 Cal.App.4th 1524, 1531. The Court should not inquire into the legal  
12 sufficiency of the complaint’s claims. *See, e.g., Brinker, supra*, at 1023 (“A class certification  
13 motion is not a license for a free-floating inquiry into the validity of the complaint’s allegations;  
14 rather, resolution of disputes over the merits of a case generally must be postponed until after class  
15 certification has been decided.”).

16 Typically, courts decide certification by analyzing the pleadings and the plaintiffs’ supporting  
17 declarations, with any doubt resolved in favor of certification. *Richmond, supra*, 29 Cal.3d at 473,  
18 478. The complaint’s allegations are assumed to be correct for certification purposes. *LaSala v.*  
19 *American Savings & Loan Ass’n* (1971) 5 Cal.3d 864, 869. Because the issue of class certification is  
20 primarily a question of law involving the application of a legal standard to a set of largely undisputed  
21 facts, the Court should presume that Plaintiffs can prove the facts their complaint alleges.

22 Code of Civil Procedure § 382 authorizes a class action when “the question is one of a  
23 common or general interest, of many persons, or when the parties are numerous, and it is  
24 impracticable to bring them all before the court.” To get certification, a party must establish the  
25 existence of both an ascertainable class and a well-defined community of interest among class  
26 members.<sup>7</sup> *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.

27  
28 <sup>7</sup> The community of interest requirement involves three factors: “(1) predominant common questions of law or fact; (2)  
class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately  
represent the class.” *Ibid.* The court must also determine that a class action proceeding is superior to alternate means for

1 California courts have long encouraged class actions when the allegations disclose a  
2 systematic course of dealing that affects all class members in the same manner and has resulted in the  
3 withholding of monies in which all class members have an interest.<sup>8</sup> Accordingly, lawsuits for  
4 systematic violations of wage-and-hour laws are appropriately certified as a class action. *See, e.g.,*  
5 *Prince v. CLS Transportation, Inc.* (2004) 118 Cal.App.4th 1320, 1328. (“[W]age and hour disputes  
6 (and others in the same general class) routinely proceed as class actions.”)

7 **III. THE COURT SHOULD CERTIFY THE CLASS BECAUSE ALL FACTORS EXIST**

8 Numerosity, ascertainability, typicality, adequacy, superiority, and commonality all exist.

9 **A. Numerosity**

10 Numerosity means that the class is sufficiently numerous such that joinder is impracticable.  
11 *See* C.C.P. § 382. No set number is required. *Rose v. City of Hayward* (1981) 126 Cal.App.3d 926,  
12 34. Here, numerosity is satisfied because it is impractical to bring before this Court all of the  
13 hundreds of Class Members that exist in either proposed definition (751 current and former  
14 employees vs. 611).<sup>9</sup> *See Miller v. Woods* (1983) 148 Cal.App.3d 862, 73; *Newberg on Class*  
15 *Actions*, (3rd ed. 1992) §3.05 (“[A]s few as 40 class members should raise a presumption that joinder  
16 is impracticable.”); *Rose, supra*, 126 Cal.App.3d at 932.

17 **B. Ascertainability**

18 The ascertainability of a proposed class is a simple matter, which is “determined by  
19 examining the (1) class definition; (2) size of the class; and (3) means available for identifying class  
20 members.” *Reyes v. Board of Supervisors* (1987) 196 Cal.App.3d 1263, 1271.

21 The proposed class is ascertainable. It consists of all persons employed by Trump as  
22 nonexempt hourly employees in California during the Class Period.

23 Alternatively, Plaintiffs propose a class consisting of all persons who are or were employed

24 a fair and efficient adjudication. *Richmond, supra*, 29 Cal.3d 462 at 470. Individualized measures of damages are not  
25 unusual in class actions, and common questions on liability are not overshadowed by individual damage issues. *B.W.I.*  
26 *Custom Kitchen v. Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1354.

27 <sup>8</sup> “The only requirements are that common questions of law and fact predominate and that the class representatives be  
28 similarly situated.” *Classen v. Weller* (1983) 145 Cal.App.3d 27, 46 (internal citations omitted).

<sup>9</sup> *See* Trump’s Responses to Perry’s Special Interrogatories, Set Three, attached to Orshansky Decl. as Ex. B.

1 by Trump as nonexempt hourly employees in California during the Class Period and who worked in  
2 one or more the following departments: Outside Services/Valet, Kitchen, Food & Beverage Front of  
3 the House, Deli, Sales, Golf, Banquets, and Security. This alternative class is limited to employees in  
4 departments of Trump's organization whose function consists in providing service to customers.<sup>10</sup>

5 Trump categorizes its employees as exempt and nonexempt.<sup>11</sup> The identity of Class Members  
6 is readily ascertainable. Trump maintains records for all its employees going back to the beginning  
7 of the Class Period.<sup>12</sup> Therefore the number and identity of Class Members can be determined  
8 through a review of Trump's records. *See Rose, supra*, 126 Cal.App.3d at 926.

### 9 C. Typicality

10 A plaintiff's claim is "typical" if it arises from the same practice or course of conduct that  
11 gives rise to the claims of the other class members and if his or her claims are based on the same legal  
12 theory. *Classen v. Weller* (1983) 145 Cal.App.3d 27, 47.

13 Here, Plaintiffs' claims about breaks are typical of those alleged on behalf of the proposed  
14 class. Dave Perry was employed as a valet from 2006 to 2008, *see Perry Decl.* ¶ 2, and Lucy  
15 Messerschmidt was employed as a hostess from 2006 through April 2008. (*Messerschmidt Decl.* ¶  
16 4.) Each was non-exempt – and accordingly a member of the proposed.

17 Moreover, Plaintiffs suffered the same injuries in the same way as other Class Members.  
18 Each worked shifts over five hours without being provided with uninterrupted 30 minute meal  
19 periods, and Mr. Perry worked shifts greater than 10 hours without being provided with uninterrupted  
20

21 <sup>10</sup> California law authorizes the Court to certify classes with regard to particular issues and divide the class into  
22 subclasses. *See* CRC Rule 3.765(b). A motion for certification is not an all-or-nothing proposition; rather, given the  
23 public policy in favor of class actions, the Court should consider creative approaches for bundling claims together for  
24 efficient judicial administration: "If the factual circumstances underlying class members' claims differ, or if class  
25 members disagree as to the proper theory of liability, the trial judge, through use of techniques like subclassing or [other  
26 judicial] intervention, may incorporate the class differences into the litigative process, and give all class members their  
27 due in deciding what is the proper outcome of the litigation." *Richmond, supra*, 29 Cal.3d at 473; *Aguilar v. Cintas Corp.*,  
28 *No 2* (2006) 144 Cal.App.4th 121, 135 (reversing trial court's denial of class certification where commonality,  
ascertainability, and superiority could be overcome through use of subclasses).

<sup>11</sup> *See, e.g.*, Employee Manual (2003 ed.), p. 7 (DLM00053), Ex. 1 to van der Goes Tr., which is attached as Ex. 1 to  
Cowan Decl.; Employee Manual (2006 ed.), p. 10 (DLM00014), Ex. 2 to van der Goes Tr.

<sup>12</sup> *See* Sperandeo Depo. Tr. 132:19-134:18 (Trump retained hard copies of time records for nonexempt hourly employees  
for at least seven years, potentially indefinitely for electronic records ; van der Goes Depo. Tr. 133:23-134:13 (same).



1 second meal periods. (Perry Decl. ¶¶ 3-8; Messerschmidt Decl. ¶¶ 7-8.) Neither was provided with  
2 paid 10-minute rest breaks per four hours of work or major fraction thereof. (*Ibid.*) Rather, Plaintiffs  
3 were subjected to the same unlawful policies and practices as every other Class Member.<sup>13</sup>

#### 4 **D. Adequacy**

5 The adequacy requirement is met by fulfilling two conditions: (1) the named plaintiffs must  
6 be represented by counsel experienced and qualified to conduct the pending litigation; and (2) the  
7 named plaintiff's interests cannot be antagonistic to those of the class. *McGhee v. Bank of America*  
8 (1976) 60 Cal.App.3d 442, 450-51. Each exists here.

9 First, Plaintiffs' lawyers specialize in employment law. They have years of experience  
10 prosecuting and defending class actions, particularly over meal and rest periods. They have been  
11 certified as class counsel by courts in dozens of cases and have achieved significant results, including  
12 multiple seven-figure settlements. They have meaningful trial and appellate experience. They have  
13 earned professional commendations such as AV ratings and being designated Southern California  
14 Super Lawyers. (Orshansky Decl., *passim*; Cowan Decl. ¶¶ 16-24.)

15 Second, Plaintiffs' interests are co-extensive with those of the class. Plaintiffs are Class  
16 Members, have suffered the same injuries, alleged the same claims, and advanced the same theories  
17 applicable to other Class Members. Their interests are aligned with the class.<sup>14</sup>

18 Moreover, since the start of this litigation in December 2004 Plaintiffs have proved their  
19 commitment to this case and zealously advocated on behalf of the class.<sup>15</sup>

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20 <sup>13</sup> *I.E.*, the same corporate culture that frowned upon and discouraged meal and rest breaks, the same employee  
21 handbooks, the same lack of instruction and training about breaks, the same misinformation about California law, the  
22 same retaliation experienced by other Class Members for exercising their rights, the same prohibitions and restrictions  
23 affecting meal and rest periods, and the same timekeeping practices. (Perry Decl., *passim*; Messerschmidt Decl., *passim*;  
Sperandeo Depo. Tr. 135:17-24 (testifying that no Class Members clocked out for meal periods before April 2009).)

24 <sup>14</sup> Indeed, Plaintiffs are ideally suited to serve as class representatives because both were exposed to Trump's unlawful  
25 policies and practices over several years and both had the courage, while still employed, to assert their rights (and then  
26 were fired in retaliation). (Perry Decl. ¶¶ 13, 15, 16; Messerschmidt Decl. ¶ 8; Plumley Decl. ¶ 7.) Indeed even Trump's  
27 *current* Director of Outside Services, Joel Kim, referred to Mr. Perry as an exceptional employee, good for employee  
28 morale, and a "pillar" of the club. (Kim Depo., Ex. 67.)

<sup>15</sup> Both Plaintiffs have helped counsel respond to multiple rounds of discovery. Both have submitted to multi-day  
depositions, and they have also attended all or most of the other depositions taken in this case so that they could help their  
lawyers cross-examine witnesses. Plus, Plaintiffs they have been a continual source of information about the policies and  
practices of Trump, the organization of the club, the identity of witnesses, the existence of documents, industry generally,  
and so forth. (Perry Decl. ¶¶ 18-21; Messerschmidt Decl. ¶¶ 13-16.)



1           **E. Superiority**

2           When considering class certification, the Court should determine if a class action would be  
3 superior to other means for a fair and efficient adjudication of the claims alleged. If a plaintiff's  
4 claims can be adjudicated in a single proceeding (thereby saving time, reducing waste, and limiting  
5 duplication of effort), class certification is superior to individual litigation. *Vasquez v. Superior*  
6 *Court* (1981) 4 Cal.3d 800, 816.

7           Here, all of the factors militate in favor of class treatment because “there exists the possibility  
8 of repetitious litigation.” *Richmond, supra*, 29 Cal.3d at 469.

9           An additional consideration is damages . Where, as here, individual damages tend to be  
10 (relatively) small, the class action device is the most feasible method of recovery for many class  
11 members. *See, e.g., Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1131; *Gentry*  
12 *v. Super. Ct.* (2008) 42 Cal.4th 443, 458 (observing that even individual claims as high as \$37,000  
13 may be better suited for class treatment). Class actions are most advantageous “when numerous  
14 parties suffer injury of insufficient size to warrant individual action and when denial of class relief  
15 would result in unjust advantage to the wrongdoer.” Under such circumstances the class action is  
16 often the only effective way to halt and redress such exploitation. *Linder, supra*, 23 Cal.4th at 446.

17           Here, Class Members’ individual meal and rest breaks claims are too modest to justify the  
18 costs of individual adjudication. This economic reality results in a windfall for Trump.

19           Plus, certification is appropriate when, as here, substantial duplication of legal and judicial  
20 resources will result if the class is not certified. The class-action mechanism gives the Court the  
21 ability to decide a number of common issues for hundreds of plaintiffs “in one stroke.” *Wal-Mart*  
22 *Stores, Inc. v. Dukes* (2011) —U.S. —, 131 S.Ct. 2541, 2551.

23           **F. Commonality**

24           The Court should grant class certification when questions common to all class members  
25 predominate over questions affecting only individual members.<sup>16</sup> Importantly, “Individual issues do  
26 not render class certification inappropriate so long as such issues may effectively be managed.”

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27  
28 <sup>16</sup> The Supreme Court has recognized that the existence and extent of common questions of law and fact is the “ultimate determination” of whether a class action is appropriate. *City of San Jose v. Superior Court* (1974) 12 Cal.3d 447, 460.

1 *Richmond, supra*, 29 Cal.3d at 473.

2 Central to this inquiry is the defendant's conduct towards the class members. *Vasquez, supra*,  
3 4 Cal.3d at 810-811. In the employment context, where an employer's conduct is uniformly directed  
4 at a class of persons through centralized administration, the defendant's professed policies create a  
5 classwide impact satisfying the commonality requirement for class certification. *Stephens, supra*,  
6 193 Cal.App.3d at 421. The critical inquiry is "whether the theory of recovery advanced by the  
7 proponents of certification is, as an analytical matter, likely to prove amenable to class treatment."  
8 *Brinker Restaurant Corp. v. Super. Ct., supra*, at 1021. Thus a common question predominates when  
9 "determination of its truth or falsity will resolve an issue that is central to the validity of each one of  
10 the claims in one stroke." *Wal-Mart, supra*, 2551. See also *City of San Diego v. Haas* (Jun. 29,  
11 2012) 2012 WL 2476876, \*18.

12 Here, Trump has admitted that it had centralized employment policies applicable to all Class  
13 Members, specifically with regard to meal periods and rest breaks<sup>17</sup>, and that they never changed  
14 during the class period.<sup>18</sup> These centralized, constant policies have spawned theories of recovery  
15 that, if litigated as a class, would determine the legality of Trump's wage-and-hour practices as to all  
16 Class Members "in one stroke."

#### 17 **1. Common Questions re Not Providing Meal Breaks**

18 California employees are entitled to meal periods of at least 30 minutes before exceeding five  
19 hours of work period and, if they work more than 10 hours in a day, to a second meal period of at  
20 least 30 minutes. Labor Code § 512;<sup>19</sup> Industrial Welfare Commission (IWC) Wage 5-2001(11);  
21 *Brinker, supra*, 53 Cal.4th at 1041. During meal periods employees must be relieved of all work  
22 duties: "Unless the employee is *relieved* of all duty during a 30 minute meal period, the meal period  
23 shall be considered an 'on duty' meal period and counted as time worked. IWC Wage 10-

24 \_\_\_\_\_  
25 <sup>17</sup> See, e.g., Conforti Depo. Tr. 96:12-18, van der Goes Depo Tr. 108:1-14, 108:1-20

26 <sup>18</sup> Conforti Depo. Tr. 124:10-17; Kim Depo. Tr. 67:5-68:6; Sperandeo Tr. 112:18-113:5 (head of HR testifying that he  
27 discharged his job duties in essentially the same way throughout his employment from 2003/2004 to May 2010).

28 <sup>19</sup> Labor Code § 512(a) provides, "An employer may not employ an employee for a work period of more than five hours  
per day without providing the employee with a meal period of not less than 30 minutes...An employer may not employ an  
employee for a work period of more than 10 hours per day without providing the employee with a second meal period of  
not less than 30 minutes." (Emphasis added).

1 2001(11)(A). For each missed/deficient meal period, an employer must pay an additional hour of  
2 compensation (known as premium pay). Labor Code § 226.7.<sup>20</sup>

3 To comply with these laws, employers must keep accurate records showing when the  
4 employee begins and ends each work period. IWC Wage Order 10-2001(7)(A). *Failure to do so*  
5 *creates a (rebuttable) presumption that meal periods were not provided.* See *Brinker, supra*, 1053  
6 n.1 (Werdegar, J., concurring).

7 Recently, the Supreme Court clarified the standard for determining if an employer complied  
8 with the law. In *Brinker*, the court repeatedly acknowledged that California law “guarantees”  
9 employees the right to a meal period. See, e.g., *id.* at 1046 (“[A] first meal period is *guaranteed* after  
10 five hours of work, while a second meal period is required only after 10 hours of work.”) (Emphasis  
11 added). This guarantee puts an affirmative obligation on employers to “relieve” employees of their  
12 job duties so that they can take a meal period. “Employers must afford their employees uninterrupted  
13 half-hour periods in which they are *relieved of any duty or employer control and are free to come and*  
14 *go as they please.*” *Id.* at 1037 (emphasis added).

15 In framing a test to determine if meal periods are “provided” under Labor Code §§ 226.7 and  
16 512, the *Brinker* court rejected a standard of just making meal breaks “available” in favor of the  
17 “relieve” standard: an employer does not provide a meal period unless it actually “relieves its  
18 employees of all duty” and “relinquishes control over their activities.” *Id.* at 1040.

19 Equally important is the employee’s absolute freedom to leave the premises during his or her  
20 meal period—otherwise the employee is not “at liberty to use the meal period for whatever purpose  
21 he or she desires[,]” but instead remains within the employer’s control. *Id.* at 1017, 1036. And it is  
22 this fundamental principle that California break law seeks to protect: the employees’ right to be free  
23 from the employer’s control.<sup>21</sup>

24  
25 <sup>20</sup> Labor Code § 226.7(a) states, “No employer shall require any employee to work during any meal...period.” Labor  
26 Code § 226.7(b) states, “If an employer fails to provide an employee a meal period . . . the employer shall pay the  
27 employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the  
28 meal...period is not provided.”

<sup>21</sup> See also *Murphy v. Kenneth Cole* (2007) 40 Cal.4th 1094, 1104. “The meal break is not limited to the right to eat;  
rather, employees must be free to attend to any personal business they may choose during the 30-minute period.”  
*Ricaldai v. U.S. Investigations Services, LLC* (C.D. Cal. 2012) 2012 WL 1900660, \*1.



1 In sum, *Brinker* laid out the following test: “[T]he wage order’s meal period requirement is  
2 satisfied if the employee (1) has at least 30 minutes uninterrupted, (2) *is free to leave the premises*,  
3 and (3) *is relieved of all duty* for the entire period.” *Brinker, supra*, at 1040 (emphasis added).

4 Mindful of the subtle influences an employer may have on its employees, *Brinker* also barred  
5 employers from “exerting coercion against the taking of, creating incentives to forego, or otherwise  
6 encouraging the skipping of legally protected breaks.” *Ibid.* For example, an employer may not  
7 pressure employees from taking meal periods through ridicule or reprimand. *Ibid.*

8 For the following seven reasons (at least), common questions of law and fact predominate  
9 about whether Trump provided Class Members with meal periods as required under law.

10 *i. Common Questions re: Trump’s Written Employment Policies.*

11 First, the legality of Trump’s written meal-period policy is a common question. The  
12 handbook states that meal breaks may occur “within the first five *and one-half hours* of their work  
13 schedule.”<sup>22</sup> Trump admits it gave this manual (or versions of it) to all Class Members and that it  
14 applies to all of them. (Conforti Depo. Tr. 96:12-18, 106:5-24; 126:5-127:2) In fact, Trump admits  
15 that this written policy was the principal document through which the company communicated its  
16 meal-break policy to Class Members. In the words of former General Manager Dave Conforti, it was  
17 “gospel.” (Conforti Depo. Tr. 132:7-14.)<sup>23</sup>

18 But this written policy is unlawful on its face because it states that a meal break may be taken  
19 at any time before the employee works *five and a half hours*. *Cf. Brinker, supra*, at 1041 (meal  
20 breaks must be given before exceeding 5 hours). And this is how Trump’s managers—including  
21 head of HR for most of the class period—understood it. (Sperandeo Tr. 152:14-19.) In other words,  
22 Trump’s policy authorizes *late* meal periods. Although Trump may disagree with the legality of this  
23 policy, whether the policy is unlawful on its face gives rise to a common legal question. *See Linder v*  
24 *Thrifty Oil Co.* (2000) 23 Cal.4th 429, 439-440, 97 (certification question is “essentially a procedural  
25 one that does not ask whether an action is legally or factually meritorious.”)

26 <sup>22</sup> Employee Manual (2003 ed.), p. 8 (DLM00054), Ex. 1 to van der Goes Tr., Employee Manual (2006 ed.), p. 13  
27 (DLM00017), Ex. 2 to van der Goes Tr. These are, respectively, Exhibits 1 & 2 to the Cowan Declaration.

28 <sup>23</sup> Indeed, the Employee Handbook was the principal source through which the managers themselves—including the  
General Manager of the entire club—formed an understanding of Trump’s meal-period legal obligations and allegedly  
discharged those obligations. (van der Goes Tr. 41:10-20, 88:8-20; 113:24-114:4.)



1                                    *ii. Common Questions Arise re: the Prohibition of Offsite Meal Periods.*

2            Second, common questions arise because Trump has a policy prohibiting Class Members  
3 from leaving the premises of Trump National Golf Club without telling management. (Conforti  
4 Depo. Tr., Ex. 30; Sperandeo Tr. 141:21-142:2, 188:3-21.) Class Members were never told that they  
5 had an absolute right to leave the premises during their meal breaks. (van der Goes Depo. Tr. 181:6-  
6 11; Thatcher Decl. ¶ 3.) On the contrary, Trump required them to eat only in a “designated area” at  
7 the club.<sup>24</sup> And they could not leave the premises without prior approval or notification.<sup>25</sup>

8            Trump strictly enforced this policy. For example, both Mr. van der Goes (who, recall, was  
9 Trump’s GM from June 2003 to January 2008) and Mr. Conforti (Trump’s GM January 2008 to  
10 February 2011) reprimanded and suspended named plaintiff Dave Perry for leaving the property  
11 during a “food run,” i.e., a make-shift meal period whereby one employee would pick up food from a  
12 local restaurant and bring it back for everyone else, who would consume it while on duty or bolt it  
13 when they were out of the view of customers. (Ex. 32; van der Goes Depo. Tr. 80:14-81:4, 222:1-16;  
14 Perry Decl. ¶¶ 12-14.) And eventually, Mr. Conforti fired Mr. Perry for the same reason. (Conforti  
15 Depo. Tr., Ex. 33 & 34.) Trump also fired other Class Members “in [the] quest to uphold and  
16 enforce company policy.”<sup>26</sup> (See Kim Depo. Tr., Ex. 67 (e-mail from Kim to Conforti advising  
17

18 <sup>24</sup> Conforti Depo. Tr. 126:5-128:1 and Ex. 26, “Trump National Golf Club, Food and Beverage Orientation Manual, 2008, p. 9.

19 <sup>25</sup> Trump’s then-GM David Conforti testified as follows:

20            Q. And to your knowledge, were employees allowed to leave the property in order to take their breaks?

21            A. Yes.

22            **Q. Were they required to get authorization from their supervisor prior to leaving the property?**

23            **A. It was preferred.**

24            Q. How was that preference communicated to employees?

25            A. Just verbally, just telling them.

26            Q. Would employees have to request authorization prior to actually taking a meal break?

27            A. No.

28            Q. So employees could take a meal break whenever they wanted to?

                  A. Yes.

**Q. So the authorization was only required to leave the premises?**

**A. Yes.**

(Conforti Depo. Tr. 206:22-207:14.) (Emphasis added.) See also Conforti Depo. Tr. 206:22-207:5; Kim Depo. Tr. 59:19-60:6; van der Goes Tr. 80:15-81:4; Plumley Decl. ¶ 3; Reyes Decl. ¶ 3; McDowell Decl. ¶ 4; Alberto-Alvarez Decl. ¶ 3.)

<sup>26</sup> Trump also continued this requirement even after the instant lawsuits were filed. In an April 16, 2009 memo to Class Members, (then) GM David Conforti stated that Class Members were required to advise their supervisors if they were going to leave the premises during their meal periods. The memo states, “You may leave the club if you wish [during

1 against terminating Perry.)

2 Even if (as Trump will likely contend) Class Members only needed to communicate their  
3 intent to leave the premises, this requirement nevertheless subjects the employee to the control of the  
4 employer and prevents him or her from “attending to *any* personal business he or she may choose  
5 during the unpaid meal period.” *Brinker*, 1036 (emphasis in original).<sup>27</sup> Whether this policy violates  
6 California law raises a common question perfectly suited for class adjudication.

7 **iii. Common Questions re: Whether Trump “Relieved” Class Members to**  
8 **Take Meal Breaks**

9 Third, common questions arise regarding whether Trump actually *relieved* Class Members of  
10 all work duties so they could take their meal breaks where Trump put the burden on Class Members  
11 for taking the breaks but kept them in the dark about the company’s policies and the legal  
12 requirements. Trump – which thought a 30 minute meal break was not mandatory because it kept its  
13 workers on the clock and provided free food — had no system for actually relieving employees.  
14 Trump did not schedule meal breaks or stagger or overlap shifts, even though the manual states that  
15 some meal periods would be scheduled.<sup>28</sup> Nor did Trump’s managers tell Class Members during their  
16 shifts to take their meal breaks or inquire whether Class Members had taken their meal periods.<sup>29</sup>

17 your meal periods], *but we expect you to let your supervisor know if you are going to be leaving the property.*” (*Id.* See  
18 also Alberto-Alvarez Decl. ¶ 4.) The italicized statement implies that Trump always had a policy of requiring Class  
19 Members to obtain authorization or advise their supervisors before leaving the to leave the property, then they were never  
20 provided a compliant meal period in which they were “free to leave the premises” of the employer and “come and go as  
21 they please.” *Brinker*, 1036-1037. Therefore, even if Class Members sometimes or even regularly took 30 minutes meal  
22 periods (as Trump’s self-serving declarations from current Class Members will doubtless state), these were still  
23 noncompliant meal periods because Class Members were not free to come and go as they pleased

24 <sup>27</sup> Consider the employee who does not initially intend to leave the premises but then decides, *while he is taking his meal*  
25 *period*, that he would like to do so or he is called away to attend to a personal matter. According to Trump’s policy, this  
26 employee must interrupt his meal period to hunt down his supervisor to give notice that he is leaving the premises.

27 <sup>28</sup> Conforti Depo. Tr. 206:13-18; Kim Depo. Tr. 19:14-20:12; van der Goes Depo. Tr. 221:15-20; Amini Depo. Tr.  
28 125:16-21, 126:14-127:6 (testifying that even the schedules that were created after lawsuits were filed included only  
29 recommended, not mandatory, meal times); Liu Decl. ¶ 5; Bolsajian Decl. ¶ 7; Hooker Decl. ¶ 6; Kwiatkowski ¶ 5; Perry  
30 Decl. ¶ 3; Plumley Decl. ¶ 5; Reyes Decl. ¶ 5; Thatcher Decl. ¶¶ 3, 5; Alberto-Alvarez Decl. ¶¶ 3, 5; McDowell Decl. ¶ 3.

31 Regarding the statements in the handbooks that some meal periods would be scheduled, *see* Employee Manual (2003  
32 ed.), p. 8 (DLM00054) (stating that “[s]ome employees may be scheduled for a normal one (1) hour lunch period”), Ex. 1  
33 to Cowan Decl.; Employee Manual (2006 ed.), p. 13 (DLM00017) (same), Ex. 2 to Cowan Decl.

34 <sup>29</sup> Liu Decl. ¶ 6; Kim Depo. Tr. 47:5-11; 50:4-23; Hooker Decl. ¶ 11; Perry Decl. ¶ 5; Plumley Decl. ¶ 5; Trump’s Second  
35 Suppl. Rsp. to Perry’s Special Interrogatories, Set Two, p. 10 (acknowledging that “class members were responsible for



1           **Laissez-Faire Approach.** Allegedly, Class Members could take meal breaks “whenever  
2 they wanted.” (Conforti Depo. Tr. 207:9-11.) Trump managers took this hands-off, laissez-faire  
3 approach even when they knew Class Members were not taking their meal periods but instead were  
4 eating on duty. For example, as previously noted, Class Members would go on food runs so that  
5 Class Members could eat as they worked. Trump managers knew about this practice but did not take  
6 corrective action.<sup>30</sup> So the onus was on Class Members (though no one ever told them this) to inform  
7 management if they were not getting their meal periods—after all, “it was their rights that were being  
8 ... violated.”<sup>31</sup> Cf. *Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 962 (holding that  
9 “defendant’s obligation to provide the plaintiffs with an adequate meal period is not satisfied by  
10 assuming that the meal periods were taken.”) “[T]he employee should know to take their [*sic*]  
11 breaks,” said Ms. Amini. (Amini Depo. Tr. 138:16-139:3.)

12           **Lack of Communication and Clarification.** Concurrently, Trump failed to communicate its  
13 meal-break policies or the legal requirements to Class Members. All Trump did was distribute the  
14 employee manual, which as noted was unlawful.<sup>32</sup> Cf. *Cicairos, supra*, at 962 (finding meal-period  
15 violation where employer simply relied on provisions of collective-bargaining agreement). At best,  
16 the manual’s meal-period section is ambiguous because it does not state when during the five-and-a-  
17 half period meal breaks must begin. Trump did nothing to clarify this, or have any system to ensure  
18 Class Members took their meal periods before exceeding five hours of work.<sup>33</sup>

19  
20 complying with Defendant’s meal break policy regardless of whether they were specifically instructed to do so during a  
shift).

21 <sup>30</sup> Director of Outside Services Joel Kim, who manages the valets and other Class Members in the Outside Services  
22 Department, even acknowledged that he saw Class Members eating at the valet station more times than he could count.  
23 (Kim Depo. Tr. 54:10-55:2.) “The [meal] breaks were always available,” Mr. Kim retorted, “but [Class Members] would  
take it upon themselves . . . to take a [meal] break.” (Kim Depo. Tr. 50:8-14.)

24 <sup>31</sup> van der Goes Depo. Tr. 167:23-168:7, 168:16-23; Amini Depo. Tr. 132:21-133:18, 137:13-25 (“They know that and  
25 they are the ones that if they need coverage, they have to mention that to the supervisor as well.”), *id.* at 148:19-149:1  
(testifying that Class Members are responsible for manning their posts and finding a manager to relieve them to take a  
meal or rest break.)

26 <sup>32</sup> Kim Depo. Tr. 192:9-13; van der Goes Depo. Tr. 121:9-122:6, 147:14-148:25; Amini Depo Tr. 138:16-139:3; Thatcher  
27 Decl. ¶ 3; Sperandeo Tr. 164:22-165:2.

28 <sup>33</sup> See, e.g., van der Goes Depo. Tr. 88:21-89:15, 170:21-171:3; Sperandeo Tr. 159:11-15; Kwiatkowski Decl. ¶ 5;  
McDowell Decl. ¶ 3; McDowell Decl. ¶ 3; Alberto-Alvarez Decl. ¶ 3) “At no time ... did any manager ever reference the  
company’s employee handbook,” said Class Member Maral Bolsajian, who worked at Trump from 2007 to May 2010.

1 This failure to explain *when* Class Members must take their meal periods virtually guaranteed  
2 noncompliance because, Trump being a customer-based business with the added self-induced  
3 pressure to live up to the “brand” that Donald Trump seeks to maintain, the press of work (and  
4 pressure from managers) invariably kept Class Members from taking time meal periods.

5 Trump did not, before the instant lawsuits were filed, explain this written policy to Class  
6 Members, distribute any memoranda or documentation explaining the company’s meal-period policy  
7 or even tell Class Members about their right to take a meal period.<sup>34</sup> Indeed, even after the lawsuits  
8 were filed all Trump did was simply copy the text of the handbook verbatim into a memo and gave it  
9 to Class Members. (Conforti Depo. Tr., Ex. 29.) Later in 2009, when management tried to give  
10 further explanation, it omitted key information about meal-period time.<sup>35</sup>

11 ***Lack of Training or Instruction.*** Nor did Trump provide Class Members with training or  
12 instruction about meal periods or company policy to Class Members (e.g., how to handle work flow  
13 and ensure coverage through staggering shifts).<sup>36</sup> In fact, managers never brought up the subject of  
14 meal breaks. (*See, e.g.*, Liu Decl. ¶ 5; McDowell Decl. ¶ 3; Hooker Decl. ¶ 11; Perry Decl. ¶¶ 5-6)

15 Trump also took no action to ensure that the policies stated in its manual — Trump’s wage-  
16 and-hour “gospel”—were enforced. (van der Goes Depo. Tr. 122:7-16; Sperandeo Tr. 159:11-15.)  
17 Because it provided free (but unpalatable) food and Class Members remained clocked in while they  
18 ate, Trump did not guarantee them a full 30 minutes, and in fact the expectation was that they would  
19 return to work as soon as possible. Even Trump’s policy prohibiting Class Members to leave the  
20

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21 <sup>34</sup> *See, e.g.*, Conforti Depo. 115:18-116:2; 116:9-13; Amini Depo. Tr. 112:19-113:10; Kwiatkowski Decl. ¶ 5; West Decl.  
22 ¶ 4; Thatcher Decl. ¶ 3; McDowell Decl. ¶ 3. Moreover, the only memorandum distributed to Class Members before the  
23 filing of the instant lawsuit blatantly violated California law. Titled “On Duty Employee Meal Policy,” the document  
24 inveighed, “Employee Meal is a privilege not a right!” *see* van der Goes Depo. Tr., Ex. 6, p. 3, and admonished Class  
25 Members, “*even during lunch and rest break[s], . . . to stay in their job function roles.*” (*Id.*, Ex. 6, p. 1; emphasis added.)

26 <sup>35</sup> For example, an April 16, 2009 memorandum to employees issued by then-GM David Conforti told Class Members  
27 that they must take a meal period when they work five or more hours, but the memo neither states that meal periods must  
28 begin before exceeding five hours of work nor explains the contradiction between the handbook and Trump’s alleged  
undocumented policy. (Conforti Tr., Ex. 30.)

27 <sup>36</sup> *See, e.g.*, Conforti Depo. Tr. 207:24-208:5; Amini Depo Tr. 103:4-104:7 (stating that Trump never trained employees  
28 regarding meal periods but that “I mean it is just — but it was known.”); Kim Depo. Tr. 58: 3-11; Kwiatkowski Decl. ¶  
5; Plumley Decl. ¶ 3; Reyes Decl. ¶ 3; Thatcher Decl. ¶ 3; McDowell Decl. ¶ 3; Alberto-Alvarez Decl. ¶ 3.)



1 premises without authorization was not communicated to Class Members (aside from Conforti's April  
2 16, 2009 memo. (Kim Depo. Tr. 64:9-18.) These omissions created uncertainty, and employees left  
3 the premises during their meal periods at their peril, as Mr. Perry's retaliatory termination proved.

4 ***Ignorance of Management.*** This lack of communication or instruction is not altogether  
5 surprising because Trump's managers – from the department heads to the GM to the head of the HR  
6 Department—did not know the law about meal or rest breaks.<sup>37</sup> Management, including GMs,  
7 deferred compliance issues to “human resources,” *see, e.g.,* van der Goes Tr. 70:18-71:2 (“I would  
8 have to defer that to Tom Sperandeo”). But HR director Tom Sperandeo himself did not know the  
9 law, did not find HR issues particularly interesting, and did not consider enforcing compliance with  
10 California break-time laws to be among his duties.

11 ***Authorization Requirement.*** Furthermore, although Class Members were allegedly  
12 responsible for taking their meal periods “whenever they wanted to[,]” Trump made them get  
13 permission whenever they wanted to take a (30 minute) meal break.<sup>38</sup> Authorization was not always  
14 forthcoming. Employees were often denied even short breaks because no one could cover them.  
15 (See, e.g., Bolsajian Decl. ¶ 7; Perry Decl. ¶ 3, 5.) So Class Members were responsible for not only  
16 taking their own meal periods but also finding their own coverage—or else had to miss their breaks.

17 Plaintiffs contend that making Class Members responsible for taking their meal periods  
18 violated California law, which per *Brinker* requires affirmatively *relieving* employees of their job  
19 duties to take a meal break and attend to whatever personal business they wish, especially where the  
20 employer keeps its employees in the dark about the company's meal-break policy or legal

21 \_\_\_\_\_  
22 <sup>37</sup> *See, e.g.,* Conforti Depo. Tr. 107:18-25 (admitting that he does not have a “deep understanding” of California meal-  
23 period law); *id.* at 114:20-24; 118:14-119:17; van der Goes Tr. 34:5-8, 41:21-42:1, 88:21-89:15 (“but if you did work  
24 more than six hours, you did have to take a thirty-minute break.”), *id.* at 141:13-18, 141:24-142:2 (stating that Class  
25 Members were entitled to second meal periods only *after* working 10 hours of work, where law requires second meal  
26 periods *before* exceeding 10 hours); Sperandeo Tr. 152:14-19 (testifying that Class Members were entitled to meal period  
27 *after* five hours of work). (Kim Depo. Tr. 130:22-131:13; 132:20-133:3; 163:4-20; van der Goes Depo. Tr. 143:24-  
28 144:11, 221:15-20; Hooker Decl. ¶ 13; Kwiatkowski Decl. ¶¶ 5, 8 (testifying to lack of training even after she became  
senior restaurant manager); Perry Decl. ¶ 13.)

<sup>38</sup> Conforti Tr. 126:5-128:1 and 207:9-11 and Ex. 26, “Trump National Golf Club, Food and Beverage Orientation  
Manual, 2008, p. 9; Kim Depo. 58:22-59:3; *id.* at Ex. 66; Amini Depo. Tr. 112:19-113:10; Amini Depo. Tr., Ex. 6 (memo  
disseminated to Class Members enjoining them from “order[ing] food in the middle of your shift without manager's  
permission.”); Plumley Decl. ¶¶ 3, 4; Thatcher Decl. ¶ 4; Sperandeo Tr. 144:21-145:14.)



1 requirements. Under *Brinker*, during every qualifying shift an employer must affirmatively relieve its  
2 employees by instructing or informing them that they may stop working to take a meal break. At  
3 minimum, *Brinker* requires the employer to clearly tell employees of the meal-break policy and/or  
4 explain the employees' legal rights if the employer makes them responsible for taking their meal  
5 periods; otherwise employees would have no way of knowing under what circumstances they may  
6 stop working to eat, run errands, etc. Keeping employees in the dark fails to meet this duty.

7 **iv. Common Questions re: Discouraging Meal Periods.**

8 Fourth, common questions arise regarding whether Trump – as a result of its ignorance of the  
9 law and its corporate culture to live up to Donald Trump's expectations -- pressured or intimidated  
10 Class Members from taking their meal periods. *See id.* at 1036. Plaintiffs respectfully submit that  
11 the evidence supporting this contention (e.g., every submitted declaration from former managers and  
12 current and former employees) overwhelmingly supports such a finding.<sup>39</sup> Indeed, one Trump memo  
13 (Exhibit 6) given to employees stated in part the following: "Please know that [g]uests come first  
14 ALWAYS NOT YOUR MEALS!"

15 **v. Common Questions re: Short, Interrupted Meal Periods.**

16 Fifth, common questions arise regarding whether Class Members were afforded only short or  
17 abbreviated meal periods. As noted, Class Members regularly rushed through their meal breaks  
18 pursuant to routine instructions from managers to work as soon as possible — or immediately.  
19 Managers also sometimes interrupted employees while they were still eating.<sup>40</sup>

20 \_\_\_\_\_  
21 <sup>39</sup> Trump's corporate culture discouraged meal periods as being unproductive and inefficient. For example, managers  
22 who observed Class Members eating or taking a break would routinely tell them to get back to work. (Kwiatkowski Decl.  
23 ¶ 7.) The golf club is an expensive, "high end" establishment, *see* Sperandeo Tr. 48:4-8, and because it is associated with  
24 the name Donald Trump, there was an expectation that it would provide a superlative, world-class experience for guests  
25 that would live up to "the Trump standard" (van der Goes Depo. Tr. 182:12-184:1 & Ex. 6, p. 3 (stating that if Class  
26 Members do not live up "Trump standard" their shifts would be cut)), and "provide the service that is synonymous with  
27 Trump." (van der Goes Tr. 52:22-53:4. *See also* Kim Depo. Tr. 146:13-147:4; Sperandeo Tr. 122:8-123:15, 123:20-  
28 125:2; Plumley Decl. ¶ 8; Reyes ¶ 5; Thatcher ¶ 8.) "There was an atmosphere at Trump, coming from managers, that if  
you were to take a break when the restaurant was busy, you were not a good worker." (Liu Decl. ¶ 4.) Long-time  
manager Sue Kwiatkowski confirmed the "attitude" at Trump that "to eat or smoke a cigarette were privileged.  
(Kwiatkowski Decl. ¶ 5.) Employees who complained or tried to exercise their rights were often punished. Perry Decl.  
¶¶ 3, 4; Liu Decl. ¶ 4; Perry Decl. ¶¶ 12-14; Plumley Decl. ¶ 6.

<sup>40</sup> *See, e.g.,* Liu Decl. ¶¶ 7-10; Bolsajian Decl. ¶¶ 5, 6, 10; Hooker Decl. ¶ 10; Perry Decl. ¶ 6; Plumley Decl. ¶¶ 6, 9;  
Reyes Decl. ¶¶ 4, 7; Thatcher Decl. ¶¶ 4, 7, 9; McDowell Decl. ¶ 6.)

1 To minimize break time, managers often arranged or allowed food runs, as described above.<sup>41</sup>

2 Moreover, Trump did not instruct Class Members to clock out when they ate or took a break,  
3 so Class Members were paid for that time, *see* Conforti Depo. Tr. 107:18-15; Kim Depo. Tr. 56:24-  
4 57:11; Thatcher Decl. ¶ 10; McDowell ¶ 6, which Trump therefore considered to be time worked  
5 subject to its control. For example, one memorandum, titled “On Duty Employee Meal Policy,”  
6 unequivocally stated, “While in uniform, *even during lunch or rest break[s]*, employees have to stay  
7 in their job function roles[.]” (*See* van der Goes Depo. p. 173 & Ex. 6, p. 1; emphasis added.) As a  
8 result Trump believed that it could limit the amount of time employees spent eating or breaking to  
9 less than a full, uninterrupted 30 minutes; and there was pressure on Class Members, because they  
10 were on the clock, to return to work as soon as they had finished eating or, as most Class Members  
11 testified, bolting their food.<sup>42</sup> As Mr. Kim unambiguously testified:

12 Q. Did you ever come to believe that because [Trump] was providing not only free food but  
13 also pay for being provided to eat, that it, therefore, didn’t necessarily have to let its  
14 employees have 30 minutes to eat . . . when they were taking a meal break?

15 A. Yes.

16 Q. When did you form that opinion?

17 A. After my conversation with Thomas Sperandeo.

18 (*Id.* at 152:20-153:5.) Recall that Mr. Sperandeo was the head of HR for most of the class period and  
19 the wellspring of information about Trump’s wage-and-hour obligations. Recall also that Mr.  
20 Sperandeo’s testimony establishes ignorance of basic employment laws at the heart of the instant  
21 lawsuits. Mr. Kim’s testimony shows that Mr. Sperandeo communicated his fundamental  
22 misunderstanding of California law to the department heads, who did not “guarantee” Class Members  
23 meal periods of the minimum requisite amount of time. *See Brinker*, 1046. The testimony of Class

24 \_\_\_\_\_  
25 <sup>41</sup> *See* Conforti Depo. Tr. 207:24-208:11; 210:1-17; Plumley Decl. ¶ 9; Trump’s Second Suppl. Rsp. to Perry’s Special  
26 Interrogatories, Set Two, pp. 28-34 (stating that managers and supervisors such as Mr. Kim made food runs “on numerous  
occasions” for Class Members), attached to Orshansky Decl. as Ex. A. *See also* Kim Depo. Tr. 54:10-55:2 and *id.* at Ex.  
68 (memo posted by Kim in November 2010 reminding Class Members not to work during their meal periods))

27 <sup>42</sup> Kim Depo. Tr. 151:24-152:8 (“Due to the fact that we supply the food and that they’re getting paid on the clock while  
28 on their break, that constitutes their break.”); Kwiatkowski Decl. ¶ 5; Plumley Decl. ¶ 4., Sperandeo Depo 135:17-136:16;  
146:8-12



1 Members corroborates this fact. Former GM van der Goes also confirmed that nothing was done to  
2 ensure that Class Members got 30 minutes when they ate. (van der Goes Depo. Tr. 168:24-169:7.)

3 *vi. Common Questions re: Time Records of Meal Periods.*

4 Sixth, common questions arise because Class Members' time records are uniform in not  
5 reflecting any meal periods from at least December 2, 2004 to April 2009.<sup>43</sup> Indeed, Trump admits  
6 that no such records were kept, this was true for all employees, and it never audited whether  
7 employees were getting the breaks to which the law entitled them or if the time records were  
8 accurate.<sup>44</sup> Because Trump has also admits that it never paid premium wages for missed meal breaks,  
9 damages and liability can easily be determined classwide by using this objective source.

10 *vii. Common Questions re: Failure to Pay the Premium Wage.*

11 Seventh, common questions arise because Trump never complied with Labor Code § 226.7,  
12 which requires paying a premium wage of one hour of pay (at the regular rate) for each meal period  
13 that was not provided to an employee. Trump had no procedure for determining whether Class  
14 Members were entitled to premium wages, nor did Trump have a procedure for Class Members to  
15 report their inability to take a meal period or rest break so that they could obtain this premium wage.  
16 (Amini Depo. Tr. 142:11-143:24 (no written procedure for informing manager that did not get RB);  
17 Sperandeo Tr. 138:2-19.) Again, Trump management—including the General Manager—were  
18 ignorant of the obligation to pay a premium wage and never paid such wages.<sup>45</sup>

19 **2. Common Questions of Law and Fact Predominate regarding Trump's**  
20 **Failure to Provide Rest Breaks.**

21 Labor Code § 226.7 provides, in pertinent part, "No employer shall require any employee to  
22 work during any ... rest period ... If an employer fails to provide an employee a ... rest period ... the  
23 employer shall pay the employee one additional hour of pay at the employee's regular rate of

24 <sup>43</sup> Sperandeo Depo. Tr. 135:17-24; Conforti Depo. Tr., Ex. 30 (instituting policy of clocking in and out for meal periods  
25 only as of April 16, 2009, after the instant lawsuits were filed; Trump's Rsp. to Perry's RFA's (Set One), nos. 1-15,  
26 attached to Orshansky Decl. as Ex. C; Trump's Rsp. to Messerschmidt's RFA's (Set One), nos. 1-15, 18 and 1<sup>st</sup> set of  
27 form interrogatories, attached to Cowan Decl. as Ex. I-J; van der Goes Depo. Tr. 131:1-25.;

28 <sup>44</sup> Amini Depo. Tr. 120:6-121:21, 127:19-128:24 and 130:7-131:3; van der Goes Depo. Tr. 133:15—134:13 and 136:20-  
23, 146:22-147:3, 156:13-157:2; 165:18-22; Sperandeo Tr. 137:12-138:19. See also, e.g., Plumley Decl. ¶ 10; Thatcher  
Decl. ¶ 11; McDowell Decl. ¶ 6

<sup>45</sup> See, e.g. Sperandeo Tr. 146:8-12, 154:11-157:6, 275:14-276:21; Conforti Depo. Tr. 111:22-113:2 and 122:4-9; van der  
Goes Depo. Tr. 23:16-23 and 143:1-7; Plumley Decl. ¶ 11; Reyes Decl. ¶ 8; Thatcher Decl. ¶ 12; McDowell Decl. ¶ 7.

1 compensation for each work day that the ... rest period is not provided.” Section 12 of Wage Order  
2 10-2001, the applicable wage order here, specifies that “every employer shall authorize and permit all  
3 employees to take rest periods, which insofar as practicable shall be in the middle of each work  
4 period. The authorized rest period time shall be based on the total hours worked daily at the rate of  
5 ten (10) minutes net rest time per four (4) hours or major fraction thereof.” Please note that the wage  
6 order calls for 10 minutes of “net” rest time, meaning that the 10 minutes must be consecutive. *See*  
7 *Bufile v. Dollar Financial Group, Inc.* (2008) 162 Cal.App.4th 1193, 1199. Therefore bathroom  
8 breaks under 10 minutes could not be aggregated or counted against rest time.

9 The *Brinker* court also recently clarified the rest-break requirement. It held that the total  
10 amount of rest time per shift is determined by dividing the hours worked by four hours, rounding  
11 down if the fractional part is half or less than half and up if it is more (a “major fraction”), then  
12 multiplying the quotient by 10 minutes. *Brinker*, at 1029. The *Brinker* court explained the effect of  
13 this provision, “Employees are entitled to 10 minutes rest for shifts from three and one-half to six  
14 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of  
15 more than 10 hours up to 14 hours, and so on.” *Ibid.*

16 Significantly, the *Brinker* court held that the trial court properly certified a rest-break class  
17 where the defendant’s policy provided that employees were entitled to rest breaks only for each full  
18 four hours worked. *Id.* at 1033. If the employer’s policy does not authorize rest breaks in  
19 compliance with these requirements—i.e., per four hours *or major fraction thereof*—then no  
20 individual issues arise regarding whether an employee might have waived his or her rest breaks: “No  
21 issue of waiver ever arises for a rest break that was required by law but never authorized; if a break is  
22 not authorized, an employee has no opportunity to decline to take it.” *Ibid.*

23 An employer must notify its employees that employees are authorized and permitted to take a  
24 10 consecutive minute off-duty rest break every four hours or major fraction thereof, and it must  
25 instruct supervisory personnel to take steps to provide employees with the opportunity to take the  
26 required rest breaks. *See Bufile v. Dollar Financial Group, Inc.* (2008) 162 Cal.App.4th 1193, 1199.

27 ***i. Common Questions Arise re: Trump’s Written Rest-Break Policy.***

28 Common questions predominate on Plaintiffs’ rest-break claim for much the same reasons as



1 for their meal-period claim. As with meal breaks, a common question arises whether Trump's rest-  
2 break policy is unlawful on its face. The employee manual states that rest breaks may only occur for  
3 each "four (4) hour segment of each workday."<sup>46</sup> Again, this policy, being part of the employee  
4 manual, applied to all Class Members, regardless of department, and it was the principal source  
5 through which management understood and communicated the company's rest-break requirements.  
6 *Cf. Brinker*, at 1033 (holding certification appropriate where rest-break policy applied to everybody).  
7 Furthermore, Trump's rest-break policy is nearly identical to the rest-break policy certified in *Brinker*  
8 because, like the *Brinker* policy, it does not authorize Class Members to take meal periods for periods  
9 of time that are less than four hours, even though employees are entitled to rest breaks per four hours  
10 "or major fraction thereof." IWC Wage Order 10-2001(12). Indeed, management's understanding of  
11 the policy is consistent with this incorrect interpretation of the law. (Sperandeo 189:3-7, 279:12-13;  
12 Kim Depo. Tr. 66:19-22.) Thus Trump's policy does not authorize rest breaks during shifts less than  
13 four hours, nor does it authorize second rest breaks during shifts lasting more than six hours but less  
14 than eight, and so forth. Thus Class Members working shifts of 6 hours and one minute would have  
15 no idea that they are entitled to 20 minutes of rest. This is precisely the inaccurate uniform policy the  
16 California Supreme Court addressed as certifiable. *Brinker, supra*, at 1033. Because the legality of  
17 this policy can be adjudicated on behalf of all employees, common questions predominate.

18 **ii. Common Questions re: Whether Rest Breaks Were Authorized or Permitted.**

19 Moreover, just as with meal periods, common questions arise about if Trump clearly told  
20 Class Members about the permission needed to take rest breaks. *Cf. Bufil, supra*, 1199 ("The onus is  
21 on the employer to clearly communicate the authorization and permission to its employees.")

22 Here, the analysis is similar to that for the meal period issue.<sup>47</sup>

23 <sup>46</sup> Employee Manual (2003 ed.), p. 7 (DLM00053), attached as Ex. 1 to van der Goes Tr.; Employee Manual (2006 ed.),  
24 p. 10 (DLM00014), Ex. 2 to van der Goes Tr.

25 <sup>47</sup> Trump admits that it had centralized employment policies that never changed throughout the class period. As with  
26 meal breaks, Trump's managers (Conforti Depo. Tr. 96:12-18, 124:10-17; Kim Depo. Tr. 67:5-68:6; Alberto-Alvarez  
27 Decl. ¶¶ 2, 7.) Class Members required training and instruction because the flow of work prevented them from taking rest  
28 breaks without hurting the quality of service to customers. (Liu Decl. ¶ 5; Plumley Decl. ¶ 5; Reyes Decl. ¶ 3; McDowell  
Decl. ¶ 3.) But again, Trump did not provide instruction or training to Class Members regarding its rest-break policy or  
their legal right to a break (e.g., staggering shifts, scheduling). (*Id.* at ¶ 5, s.f.; Sperandeo Tr. 191:23-192:18; West Decl. ¶  
4; Hooker Decl. ¶ 6; Kwiatkowski Decl. ¶ 5; Plumley Decl. ¶ 3; Reyes Decl. ¶ 3; Thatcher Decl. ¶ 3; McDowell Decl. ¶ 3;  
Alberto-Alvarez Decl. ¶ 3.) Instead, it just gave them the Employee Handbook, *see* Sperandeo Tr. 191:23-192:18; Kim

1 Indeed, even after Trump began requiring Class Members to obtain authorization before  
2 taking rest breaks, Mr. Kim could not recall a single occasion when a Class Member had asked for a  
3 rest break:

4 Q. Since it's been the policy to require authorization for rest breaks, have you been asked by  
5 an employee to take a rest break? ...

6 A. Rest break? I can't recall at this time.

7 (Kim Depo. Tr. 72:23-73:4.)

8 Even after the instant lawsuits were filed, Trump failed to explain the significance of the  
9 "major faction" language, and Trump also stated (incorrectly) that Class Members could waive their  
10 rest breaks, *see Conforti Depo. Ex. 30, p. 2. Brinker, supra*, at 1033. As with meal breaks, Trump  
11 left everyone in the dark. *Cf. Bufil, supra*, at 1193.

12 Again, as with meal periods, Trump was ignorant of California law and received inadequate  
13 training, and the topic did not even come up amongst themselves.<sup>48</sup> Trump took no proactive steps to  
14 ensure that managers knew about California rest-break law. (Conforti Depo. Tr. 131:21-132:1; Kim  
15 Depo. Tr. 66:19-22.) And Trump's general managers themselves did not make any effort to enforce  
16 the provisions of the employee manual, the purported fountainhead of all Trump's wage-and-hour  
17 policies. (van der Goes Depo. Tr. 122:7-16.) Consequently, managers could not and did not explain  
18 the company's policy or the law to Class Members.

19  
20  
21 Depo. Tr. 192:9-13; van der Goes Tr. 41:10-18—which again states the law incorrectly—and left it up to Class Members  
22 themselves to make sure they took their rest breaks. (Amini Depo. Tr. 133:19-134:2, 132:21-133:18, 134:16-21, 137:13-  
23 25, 140:19-141:20, 148:19-149:1; Sperandeo Tr. 191:23-192:18.) "They would come and complain to us if they were not  
24 treated right," said Mr. Sperandeo. (Sperandeo Tr. 192:7-8.) But Trump managers never even referenced the handbook  
25 in conversations with Class Members, *see Bolsajian Decl.* ¶ 11, nor did managers inform them that they were authorized  
26 or permitted to take rest breaks, *see Liu Decl.* ¶ 7; Reyes Decl. ¶ 5; McDowell Decl. ¶ 3, much less ask whether they had  
27 taken their rest breaks during their shifts. (Hooker Decl. ¶ 10; Perry Decl. ¶ 5; Alberto-Alvarez Decl. ¶ 5.) "They were  
28 always available," Mr. Kim prevaricated in reference rest breaks, just as he had done in reference to meal periods. (Kim  
29 Depo. Tr. 68:19-69:10.) "It was just common knowledge that people would just take breaks whenever they needed to,"  
30 testified Ms. Amini, Trump's PMQ. (Amini Depo Tr. 109:3-15.)

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<sup>48</sup> See, e.g., Conforti Depo. Tr. 107:18-15; van der Goes Tr. 34:5-8, 41:21-42:1; Amini Depo. Tr. 106:21-107:8; Kim  
Depo. Tr. 163:21-164:6; Hooker Decl. ¶ 13; Kwiatkowski Decl. ¶¶ 5, 8 (testifying to lack of training even after she  
became senior restaurant manager); Perry Decl. ¶ 13; Sperandeo 189:3-7, 279:12-13 (confessing ignorance regarding  
when rest break must be provided.)



1                                    *iii. Common Questions Arise re: Short, Interrupted Rest Breaks.*

2                    Similarly, common question exist if rest breaks were short or interrupted; in other words,  
3 whether Class Members were authorized or permitted 10 consecutive minutes of rest time. Aside  
4 from its “dead” handbook, Trump never communicated or explained to Class Members that they were  
5 entitled to 10 consecutive minutes of rest time.<sup>49</sup>

6                    And more common questions arise from the dozens of witnesses – former managers, current  
7 employees, and former employees – who have testified that rest breaks were rushed – even for  
8 bathroom breaks. If managers saw employees on a break, they invariably ordered them back to work  
9 without asking how long they had been resting.<sup>50</sup>

10                                   *iv. Common Questions re: Discouraging Rest Breaks*

11                   Plus, common questions arise from whether through the foregoing actions and courses of  
12 conduct (e.g., denying breaks, instructing that they be kept “short”, and ordering employees to “hurry  
13 back”), Trump pressured or intimidated Class Members to discourage them from taking rest breaks.  
14 Just as with meal breaks, an employer cannot discourage an employee from taking a rest period.  
15 *Brinker, supra*, 1040. Some of the strongest testimony supporting Plaintiff’s contention is Joel Kim’s  
16 contention at deposition that he could not recall a single instance in which an employee asked to take  
17 a rest break. (Kim Depo. Tr. 72:23-73:4.) Really? *Never?*

18                                   *v. Common Questions re: Failure of to Pay the Premium Wage*

19                   Finally, common questions arise over Trump’s failure to pay Class Members Labor Code §  
20 226.7 premium wages for each day requisite breaks were not provide. (*See* § III(F)(1)(vii), *supra*.)

21 **IV. DERIVATIVE CLAIMS FOR PAYSTUB AND WAITING-TIME PENALTIES**

22                   Plaintiffs’ claims for failure to provide meal and rest periods also give rise to claims for  
23 inaccurate wage statements per Labor Code § 226(e) and Labor Code § 203 waiting-time penalties.

24                   Labor Code § 226(a)(9) requires an employer to furnish each of its employees with an  
25

26 <sup>49</sup> See, e.g., Conforti Depo. Tr. 130:19-131:2; Hooker Decl. ¶ 11; Kwiatkowski Decl. ¶¶ 5; Reyes Decl. ¶ 5; Thatcher  
Decl. ¶ 3; McDowell Decl. ¶ 3.

27 <sup>50</sup> See every filed witness declaration, including, e.g., Liu Decl. ¶¶ 8, 9; West Decl. ¶ 10; Bolsajian Decl. ¶¶ 5, 6, 10;  
28 Hooker Decl. 11; Plumley Decl. ¶ 9; Reyes Decl. ¶ 5; McDowell Decl. ¶ 5; Alberto-Alvarez Decl. ¶ 7. Hooker Decl. ¶ 11;  
West Decl. ¶ 10; Perry Decl. ¶ 6; Plumley Decl. ¶ 9; Reyes Decl. ¶ 7; Thatcher Decl. ¶ 7; Alberto-Alvarez Decl. ¶ 7.

1 accurate, itemized statement (i.e., a paystub) in writing showing each employee's gross and net  
2 earnings for that particular pay period. If Trump failed to give compliant meal and rest periods and  
3 provide premium pay, its wage statements were inaccurate because they did not itemize premium  
4 wages owed to Class Members – thereby entitling the Class to Labor Code § 226(e) penalties.

5 Furthermore, Labor Code § 203 states that if an employer fails to provide all owed wages  
6 when employment ends (immediately when it fires someone or within 72 hours of resignation), then  
7 the employee's wages must continue as a penalty for up to thirty (30) days. Here, waiting-time  
8 penalties are also triggered by Trump's alleged failure to provide meal and rest periods. The  
9 premium wage owed to employees under Labor Code § 226.7 for an employer's failure to provide  
10 meal or rest periods is a wage and not a penalty. *See Murphy v. Kenneth Cole Productions, Inc.*  
11 (2007) 40 Cal.4th 1094, 1114. Consequently, if Trump is found liable for pay Class Members the  
12 premium wage for failure to provide meal and rest periods, then it will also, *ipso facto*, have failed to  
13 pay all wages due and owing to Class Members whose employment with Trump has ended.

14 **V. CONCLUSION**

15 It is a shame that Donald Trump forgot to follow his own philosophy and hire "best of breed"  
16 managers to run his golf club. Had he done so – and not skimmed on using California lawyers – this  
17 lawsuit might not have arisen.

18 For the reasons set forth herein, Plaintiffs Lucy Messerschmidt and Dave Perry respectfully  
19 submit that the Court should grant their motion for class certification.

20 Respectfully submitted,

21 DATED: July 20, 2012

**THE COWAN LAW FIRM**

22  
23 By 

Jeffrey W. Cowan

Attorneys for Plaintiff Lucy Messerschmidt and the Proposed  
Class

24  
25  
26 DATED: July 20, 2012

**ORSHANSKY & YEREMIAN LLP**

27  
28 By 

Attorneys for Plaintiff Dave S. Perry and the  
Proposed Class







**Charles West**

## Declaration of Charles West

1. My name is Charles "Chuck" West. I have personal knowledge and if called upon to do so would and could competently testify to the following:
2. I am a former employee of the Trump National Golf Club ("Trump") in Rancho Palos Verdes. I started working there in about June 2005 as a food server in the club's restaurant, and I later was promoted to restaurant manager. I held that job for approximately 2 years until I was laid off in March 2008.

### Hiring Lucy Messerschmidt and the good job she did

3. I am the person who hired Lucy Messerschmidt to work as a hostess. I did so because Ms. Messerschmidt came across in her interview as professional and conscientious and made a terrific impression. This was important for at least two reasons: (a) I was looking to hire someone who would be more dependable than some of the younger employees then employed as hostesses, and (b) Ms. Messerschmidt was willing to work a weekday morning shift that we were having a hard time filling.
4. Ms. Messerschmidt turned out to meet or exceed all of my expectations. She was exceptionally reliable, highly professional and did a superb job. It also was my opinion that she went above and beyond the call of duty in her position. For this reason, I concurred in the decision to promote her to head hostess.

### Hiring and scheduling young, attractive hostesses to keep Donald Trump happy

5. One of my duties as restaurant manager was scheduling the hostesses. At some point *after* I hired Lucy Messerschmidt and before December 2007, Trump's general manager Mike van der Goes told me that the club needed to hire young, attractive women to be hostesses and that he would need to meet all such job applicants first to determine if they were sufficiently pretty.
6. On at least one other occasion, I was told by another manager (whose name I don't remember) to make sure that whenever Donald Trump was on the premises, the on-duty hostess (the first person Mr. Trump would see when entering the clubhouse) was a young, attractive woman. I had heard from other colleagues not only that Mr. Trump

1 preferred employing good-looking young people but also that he did not like seeing  
2 employees who were old or fat.

- 3 7. The actions of Mr. Trump that I observed were consistent with what I heard about him  
4 from the club's other managers. For example, on one occasion, Mr. Trump saw a  
5 young, attractive hostess working named Nicole \_\_\_\_\_ (I forget her last  
6 name, but she was Caucasian with blue eyes, dark hair and a slender build), and directed  
7 that she be brought to a place where he was meeting with a group of men. After this  
8 woman had been presented to him, Mr. Trump said to his guests something like "See,  
9 you don't have to go to Hollywood to find beautiful women." He also turned to Nicole  
10 and asked her "Do you like Jewish men?"

11 **Knowingly denying full 30 minute meal breaks**

- 12 8. On several occasions, I went to our human resources department to discuss the issue of  
13 employee breaks. Each time, I met with the human resources director Mariela Farias or  
14 Tom Sperandeo (and on at least one occasion both of them). I did this because the club  
15 was not allowing its restaurant employees to take a full, unfettered 30 minute meal  
16 breaks, and I was concerned that this policy violated California law. Ms. Farias told me  
17 that if the company gave a paid meal, it was not required to give an unpaid meal break  
18 where people could clock out for 30 minutes.

19 **Not allowing full 10 minute rest breaks either**

- 20 9. To the best of my knowledge, Trump had no official policy establishing the right of its  
21 restaurant employees (or others for that matter) to take scheduled rest breaks. Nor was  
22 there any specific policy to ensure that a hostess (or other restaurant employee) could  
23 have someone cover for her while she took a full 10 minute rest break.
- 24 10. As a general matter, I would cover for a hostess if she asked to take a quick break (*e.g.*,  
25 to go the bathroom), and I witnessed other managers do the same – but on each of those  
26 occasions we always passed along an implied message that the hostess should hurry up.  
27 I never communicated or conveyed in any way that the hostesses were entitled to take a  
28 full 10 minutes (and never saw another manager do that). Instead, my message was to  
the contrary because there was an unspoken rule that had been passed down to me that



1 bathroom or smoking breaks were to be conducted as quickly as possible. Although it  
2 was common for smokers to go outside and take a cigarette break if they could get  
3 someone to cover their tables, it was always made clear that they needed to hurry. I  
4 remember hearing other managers in the restaurant utter words to the effect of "make it  
5 fast" or "come back as fast as you can" when being asked by other employees to take a  
6 rest or smoking break.

7 I declare under penalty of perjury under the laws of the State of California that the  
8 foregoing is true and correct and that I executed this declaration on March 20, 2009 in San  
9 Pedro, California.

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13 Charles "Chuck" West  
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**Hayley Strozier**

Declaration of Hayley Strozier

1  
2 1. My name is Hayley Strozier. I have personal knowledge and if called upon to do so  
3 would and could competently testify to the following:

4 2. I am a former employee of the Trump National Golf Club ("Trump") in Rancho Palos  
5 Verdes. I started working there in 2001 as the banquet manager, and later became the  
6 director of catering, a position I held until the termination of my employment in January  
7 of 2008. I now work at the Doubletree Hotel in San Pedro.

8 3. During most if not all of my employment at Trump, one of my colleagues was a woman  
9 named [REDACTED]. Initially Ms. [REDACTED] was an "executive coordinator" whose general  
10 duties consisted of helping the catering department and the club's general manager.  
11 Later, she worked as the club's restaurant event manager from about 2004 through (at  
12 least) the time that my employment ended.

13 4. Ms. [REDACTED] was a highly competent and professional employee. She also was a large  
14 woman. I would describe her as being significantly overweight.

Being told to fire [REDACTED] because Donald Trump dislikes fat people

15  
16 5. At some point in approximately 2003, Vincent Stellio - a vice president of our company  
17 - instructed me to fire Ms. [REDACTED]. Mr. Stellio told me that I should do this because "Mr.  
18 Trump doesn't like fat people" and that he would not like seeing Ms. [REDACTED] when he was  
19 on the premises (her office was towards the front of the catering office area).

20 6. I refused. I told Mr. Stellio that I did not care if Mr. Trump disliked fat people and that I  
21 was not going to fire Ms. [REDACTED] based on her appearance given how talented and  
22 valuable an employee she was. Mr. Stellio said something like "You'll probably get in  
23 trouble for this." I told him that I did not care.

Being told a 2<sup>nd</sup> time to fire Ms. Solis

24  
25 7. Approximately 9-12 months later, the club's general manager Mike van der Goes came  
26 to me and said that it would be in my best interest to fire Ms. [REDACTED]. Mr. van der Goes  
27 told me that he wanted me to do this because of Ms. [REDACTED] appearance and the fact that  
28 Mr. Trump didn't like people that looked like her. I asked Mr. van der Goes if I could

i HNS



"sleep" on his comments.

1 8. The next day I told Mr. van der Goes that I would not fire Ms. [REDACTED] because of the way  
2 she looked even if Mr. Trump disliked or was hostile to people who were overweight or  
3 did not meet his standards of beauty physical. I also said something to the effect of  
4 "You can fire both of us if that's what it takes."

5 9. Within about a week, Mr. van der Goes returned and announced he had a plan of hiding  
6 Ms. [REDACTED] whenever Mr. Trump was on the premises. This made me even more angry,  
7 and I told Mr. van der Goes that I was disappointed in him as a man and as a father. I  
8 also said that I wanted my position on this issue noted in my personnel file so that there  
9 would be a record of what had happened in case I was later fired. Mr. van der Goes said  
10 this was OK. I then spoke with Tom Sparandio (the club's controller, who was also in  
11 charge of human resources) and told him about my request that this be recorded in my  
12 personnel file. I also made this request to Mariella Farias in human resources.

13 **Donald Trump's orders to fire female hostesses who were not pretty enough**

14 10. In some respects, these instructions to fire Ms. [REDACTED] because of how she looked did not  
15 surprise me. I had witnessed Donald Trump tell managers many times while he was  
16 visiting the club that restaurant hostesses were "not pretty enough" and that they should  
17 be fired and replaced with more attractive women. Initially, I heard Mr. Trump say this  
18 almost every time he visit the club (which was perhaps four or five times a year). Later,  
19 he made these comments less frequently because the club's managers knew about this  
20 "attitude" or tendency of his and capitulated to it by changing the schedules of our  
21 employees so that the most attractive women were scheduled to work when Mr. Trump  
22 was scheduled to be at the club.


23 **Rushed 10 minute meal breaks for hostesses**

24 11. It was my experience that the employees who worked as hostesses in the dining room  
25 did not get or take 30 minutes for their meal breaks. During my last few years of  
26 employment there, hostesses regularly would ask me to cover for them at their station so  
27 they could eat something. Usually, they took no more than 10 minutes – and no one  
28 ever took a 30 minute break. [I wouldn't have agreed to cover for them if they needed

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me to do it for a half hour.] This would happen at least 1 or 2 times a week. When I would get these requests and watched the hostesses going off to eat, they always came across as acting with a sense of urgency even though food was prepared in the kitchen specially for them and they would not need much time to get it.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this declaration on February \_\_, 2009 in San Pedro, California.

  
**Hayley Strozier**

**Kevin Hooker**



**Declaration of Kevin Hooker**

1. My name is Kevin Hooker. I have personal knowledge and if called upon to do so, would and could competently testify to the following:
2. I am a former employee of the Trump National Golf Club. I originally worked at the club (including when it was the Ocean Trails Golf Club) as a waiter/food server, and I was promoted to bartender in 2004. I held that position until being promoted to being the club's restaurant manager in approximated June 2008. I resigned my employment in approximately December of 2008 because I was unhappy with my job.
3. So that the Court can have a mental image to accompany my testimony, below is a recent photograph of me.



4. At all times, including when I became a manager, there was a culture at the Trump National Golf Club that prized excellence and service and the quality of what we offered to the public and our customers over everything else. "This is Trump; everything must be superior" would be a fair characterization of the attitude that was communicated to us and existed at the club.

**No full meal or rest breaks**

5. Throughout my employment as an employee (as opposed to being the restaurant manger), I typically worked six hours per day or more. As a bartender, I was either not allowed or discouraged from taking take 30 minute meal breaks or 10 minute rest

1 breaks. This also was true for the other restaurant employees whom I saw and with  
2 whom I interacted.

3 6. Because I have worked in restaurants since my youth (I still work in a restaurant today),  
4 I know that it is customary in this business to schedule employee shifts in a way that  
5 allows for "phase in" time (*i.e.*, some overlapping shifts) so that the employees can take  
6 rest breaks without service to the customers suffering. Nothing like that ever happened  
7 at Trump National Golf Club. There never was any such scheduling (either when I was  
8 a bartender or a manager) and I never heard anyone talk about such scheduling (*i.e.*,  
9 "breaking in" employees).

10 7. When I was a bartender at the Trump National Golf Club, the longest meal break I ever  
11 took was about twenty minutes and the longest rest break I took was probably five  
12 minutes. No one was ever available to cover my spot at the bar, and it was my  
13 understanding from the lack of anyone with bartending skills who could cover my duties  
14 for me and the "always got to be on call and working your hardest" culture at Trump  
15 that my breaks had to be for the absolute shortest period possible or else I would be  
16 subject to consequences/reprimand/discipline.

17 **Hearing about dirty looks from managers for taking a break**

18 8. I don't remember when, but employees Heather Thompson and Courtney Divoren each  
19 told me (separately) about receiving dirty looks from managers when they were seen  
20 taking a break.

21 9. When I was a bartender, my managers included Sue Kwiatkowski, Chuck West, Hayley  
22 Strozier, and Luis Estrada. I once heard Ms. Kwiatkowski tell other employees who  
23 were taking a break something to the effect of, "Hey Gang, let's get back to work." Ms.  
24 Kwiatkowski had not asked whether these employees had received their full 10 minutes  
25 or 30 minutes (I can't remember if they were having a rest or meal break). I generally  
26 knew Ms. Kwiatkowski to be a pleasant and nice person, and I do not know if she had  
27 been trained on this issue or knew how long breaks were supposed to be or how  
28 employees should be treated with respect to their taking breaks.

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1 10. In fact, I never heard any manager at Trump ask employees if they had completed their  
2 full 10 minute rest break or 30 minute meal break before directing them to get back to  
3 work. I also have no idea if any of the other managers were ever trained about the law's  
4 requirements regarding meal and rest breaks, or if they appreciated the consequences of  
5 their actions.

6 **No training or discussion about ensuring employees got their full breaks**

7 11. Throughout my employment at Trump (both as a bartender and manager), no one ever  
8 talked to me about the importance of making sure that non-exempt employees received  
9 their full rest breaks or meal breaks. Nor did anyone ever talk (either to me or in my  
10 presence) about the importance of encouraging employees to take full 10 minute rest  
11 breaks or 30 minute meal breaks.

12 12. As the restaurant manager, I was nominally in charge of the kitchen, although the chef  
13 supervised its workers. But because I would have occasion to go into the kitchen from  
14 time to time to follow up on things or help out, I know from having seen the way it was  
15 run and interacting with the chef and other employees in the kitchen that the kitchen  
16 workers also did not receive the opportunity to take 10 minute rest breaks or 30 minute  
17 meal breaks and suffered from the same pressure/culture that dissuaded me and the food  
18 servers and busboys from being able to do so.

19 13. I tried to be more generous/considerate to the employees under me when I was the  
20 club's restaurant manager. Nevertheless, because (a) I did not know about the law on  
21 these points and (b) the club's culture and the pressure on me from the managers above  
22 me to have everything running at a top level, I still ended up pushing or causing the  
23 employees under my direction to take rest breaks that were shorter than 10 minutes and  
24 meal breaks that were shorter than 30 minutes.

25 **The scheduling of young, pretty employees when Mr. Trump was on the premises**

26 14. Throughout my employment, I noticed that whenever Donald Trump was on the  
27 premises, there typically were younger and prettier hostesses working. I also heard  
28 female employees discussing how this was the case.



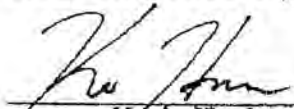
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15. There was a great deal of extra pressure whenever Mr. Trump was on the premises. Everything had to be perfect. It was a real "show" whenever he was there.

**Joey Kim's promotion to manager**

16. Finally, at some point while I was working at the club, Joey Kim was promoted to being a manager who supervised the valets. Although I did not interact with Mr. Kim much, it was clear from when I did hear him and the valets interact that they were under his direction or authority and that he was a real manager with managerial responsibilities.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this declaration on October 14, 2011.


  
\_\_\_\_\_  
Kevin Hooker

**Stacia Solis**

**Declaration of Stacia Solis**

1. My name is Stacia Solis. I have personal knowledge and if called upon to do so would and could competently testify to the following:
2. I am a former employee of the Trump National Golf Club (“Trump”), where I worked from approximately July 2001 through May 2008. My job ended when I was laid off with about seven other managers.
3. During the first part of my employment at Trump, I was an “executive coordinator” and my duties consisted of helping the general manager in the catering department. Between approximately January 2004 and May 2008 I was the restaurant event manager, with duties that consisted primarily of helping to book and coordinate private parties.
4. During the time that I was the restaurant event manager, Lucy Messerschmidt worked as a hostess in the restaurant.
5. During the time I was the restaurant event manager, I would sometimes see employees taking smoking breaks on the club’s loading dock, but these breaks were usually short – perhaps 3-5 minutes.
6. During my employment, I often heard employees gossiping about which person would be serving Donald Trump when he ate in the club’s restaurant. In my experience, it was always a good looking woman. Sometimes the waitress assigned to serve Mr. Trump was attractive (or “hot”) but not one of our better waitresses.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this declaration on March \_\_, 2009 in Long Beach, California.

  
**Stacia Solis**



**Sue Kwiatkowski**

1 **Declaration of Sue Kwiatkowski**

- 2 1. My name is Sue Kwiatkowski. I have personal knowledge and if called upon to do so  
3 would and could competently testify to the following:
- 4 2. I am a former employee of the Trump National Golf Club in Rancho Palos Verdes. I  
5 worked there initially from about February 2001 (when it was the Ocean Trails Golf  
6 Club through about October 9, 2009. During my employment, I worked as a food  
7 server, restaurant manager and senior restaurant manager. My managerial duties  
8 included supervising the food servers, hostesses, runners and bus boys.
- 9 3. Below is a recent photo of me (so that the Court can have a mental image to accompany  
10 my testimony):



17

18 **meal and rest breaks**

- 19 4. During the time that I worked as a server, I was never told or encouraged by  
20 management to take the full 30 minute meal breaks or 10 minute rest breaks that I now  
21 understand California law entitles employees to receive who have worked a certain  
22 number of hours in a day. If a customer needed service and I was on a break, I had to  
23 hurry back to work even if my meal break had not yet reached 30 minutes or a rest break  
24 had not yet been 10 minutes.
- 25 5. When I became a manager, I received no training about employee rights regarding meal  
26 or rest breaks. It was my impression that the attitude at the Club was that breaks to eat  
27 or smoke a cigarette were privileges (in part because we provided free food). As a  
28 result, I never had a policy or plan by which I had employees schedule their breaks or

1 otherwise communicated to them that they were entitled to take a full (paid) 10 minute  
2 rest break for every four hours they worked or a full 30 minute meal break after having  
3 worked six hours.

4 6. I remember on some occasions telling hostess Lucy Messerschmidt to hurry up from a  
5 break, although I do not remember how long she had been on the break.

6 7. When Donald Trump was on the premises, I and the other managers did not schedule  
7 any breaks for the staff. This was for several reasons. First, we were concerned about  
8 meeting Mr. Trump's high performance standards. Second, I (and the other managers,  
9 with whom I discussed this) knew that Mr. Trump did not like to see employees  
10 standing or sitting around doing nothing and that if he did he might conclude that we  
11 were overstaffing.

12 8. I also never received any training or education about meal or rest breaks after I became  
13 senior restaurant manager – at least until January 2009 (which was shortly after Lucy  
14 Messerschmidt's lawsuit was filed). Had I been taught what the law requires, I would  
15 have made sure that employees were educated that they had the right to take their breaks  
16 and would have worked to prevent actions and policies that prevented or  
17 discouraged/dissuaded employees from taking their breaks.

18 9. Throughout my employment, the Club's policy always required having a hostess present  
19 at the hostess station at the front entrance.

20 **Staffing Pretty Employees When Donald Trump Was At the Club**

21 10. Donald Trump always wanted good looking women working at the club. I know this  
22 because one time he took me aside and said "I want you to get some good looking  
23 hostesses here. People like to see good looking people when they come in."

24 11. As a result of this and other comments by Mr. Trump, I and the other managers always  
25 tried to have our most attractive hostesses working when Mr. Trump was in town and  
26 going to be on the premises. [I myself was not responsible for scheduling the hostesses,  
27 but I sometimes discussed it with the other managers.]

28 12. I cannot think of any women over age 40 who ever worked when Mr. Trump was on  
site other than Lucy Messerschmidt and perhaps a hostess named Maral (whose last

SK



name I cannot remember).

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this declaration on October 16, 2009 in Santa Monica, California.



Sue Kwiatkowski

**Tanuja Khartri**

## Declaration of Tanuja Khatri

1. My name is Tanuja Khatri. I have personal knowledge and if called upon to do so would and could competently testify to the following:
2. I am a former employee of the Trump National Golf Club in Rancho Palos Verdes, California. I worked there initially from about November 2007 (when I was 16) through approximately November 2009 (when I took a leave of absence due to my spending a semester studying in Paris, France). During my employment, I worked primarily as a hostess.
3. Below is a recent photo of me (so that the Court can have a mental image to accompany my testimony):



4. When I worked the night shift, I usually was scheduled to work from 3 p.m. to 9 p.m. – but in fact often worked much later because we were not allowed to leave until all customers had finished eating in the dining room. When I worked on the weekends, my schedule typically was 7 a.m. to 3 p.m.
5. When I was hired in the fall of 2007, neither of the managers with whom I met (or any other manager at a later time) told me anything about taking the 10 minute rest breaks or 30 minute meal breaks to which that I understand employees in California are entitled based on the number of hours worked in a day. The only topic discussed was the employee dress code. Either manager Chuck West or manager Sue Kwiatkowski gave me a copy of the club's employee handbook, but it was done in a perfunctory way and without any instructions or message. This experience significantly contrasted with my experiences at other jobs, where I was told to read and study the employee handbook



and perhaps. en be quizzed on it.

- 1 6. Working at the Trump National Golf Club was a high pressure job. There was always a  
2 message from our managers that we had to provide the best/top dining experience. As a  
3 result, the pressure was always on. This was even more true when Donald Trump was  
4 on the premises.

5 **rest breaks**

- 6 7. Before Lucy Messerschmidt filed her lawsuit in December 2008, I never received the  
7 opportunity to take a 10 minute rest break. If I was the only hostess working, manager  
8 Sue Kwiatkowski would sometimes ask me if I needed a bathroom break. If I said  
9 "yes", she would agree to cover my station for me (there was a policy that the hostess  
10 podium at the front of the club by the front door was never to be unattended) but at the  
11 same time would tell me through her words, tone or body language to "hurry up." As a  
12 result, the longest rest break I ever took before this lawsuit was filed was about 3  
13 minutes. But I estimate that this happened only about 25% of the time that I was  
14 working alone at the hostess station. The other 75% of the time, Ms. Kwiatkowski  
15 would not ask me about a break – with the result being that I would work a full shift  
16 without getting a rest break of any kind.

- 17 8. If I had another hostess on shift and working at the hostess stand with me, no manager  
18 would ask if I needed her (or him) to cover and we could go to the bathroom on our  
19 own. But because of the constant message conveyed from management about the need  
20 for "perfection" and the potential for discipline if we fell short or were perceived to be  
21 "slacking off," I would still rush back to my station as soon as possible (as opposed to  
22 taking a full 10 minute break).

23 **Meal breaks**

- 24 9. Before Lucy Messerschmidt filed her lawsuit, no one ever told me that I had the right to  
25 a full 30 minute meal break on days when I worked 5 or 6 hours or more. Although  
26 Trump would provide me and the other employees with leftover food (usually 1-2 days  
27 old) to eat, the managers also always pressured us to eat as quickly as possible and  
28 return to work. On multiple occasions, managers approached me while I was eating



(with food on my plate) and asked "are you done?" I said "yes," I was told "go back to work" without any inquiry about whether I had received 30 minutes to eat and rest. Managers who did this to me include Sue Kwiatkowski and Jennifer Brennan.

10. To the best of my memory, the longest break I ever got to eat a meal before Lucy Messerschmidt filed her lawsuit was about 20 minutes.

11. At one point, I worked as a "busser" for about three months. I did so at my request because I hoped it would lead to a promotion to being a food server and having the chance to make tips. During this time, I also did not receive the rest or meal breaks to which I understand the law entitled me, and my managers hurried and pressured me and my "bus boy" colleagues to "work, work work" in generally the same way as when I was a hostess. Suffice it to say, we were discouraged from taking any more time than was necessary to eat or go to the bathroom (or take a break for anything else, like smoking a cigarette or making a personal phone call).

#### **Trump's new policies after Lucy Messerschmidt filed her lawsuit**

12. After Lucy Messerschmidt filed her lawsuit, there was a change in how Trump treated us regarding meal and rest breaks. The employee schedule started including a designated time to eat a meal. And, all of a sudden our managers started approaching us and asking if we had taken our 10 minute break yet. If we said "No," we were told to take it. Nothing like this *ever* happened before Ms. Messerschmidt's lawsuit.

13. After Ms. Messerschmidt filed her lawsuit, I attended an employee meeting at the club in which general manager David Conforti sarcastically said something to the effect of "If you don't like the lack of flexibility now in your schedules with when you get to take a break, thank your former colleagues here."

14. Throughout my employment, the Club's policy always required having a hostess present at the hostess station at the front entrance.

#### **Staffing Young, Attractive Employees When Donald Trump Was At the Club**

15. It was my experience that the most of the hostesses were young, attractive women. Once, and before Lucy Messerschmidt filed her lawsuit, manager Chuck West told me that Donald Trump "likes to see fresh new faces" at the club.

16. I also constantly heard from my co-workers about how Donald Trump liked to see younger women working at the Club.

17. It was my experience that whenever Donald Trump was at the club on days that I was working there, most of the female employees working were the younger and prettier ones. I did not see that all the younger and more handsome male employees also were working when Mr. Trump was at the club on days that I worked.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this declaration on March 28, 2011.

  
\_\_\_\_\_  
Tanuja Khatri



**Andrew Plumley**

1           **I, Andrew Plumley, declare as follows:**

2           1.       I have personal knowledge of the facts herein, and if called as a witness I could  
3 and would competently testify to them.

4           2.       I was employed by Trump National Golf Club ("Trump") in 2006 as a valet. My  
5 shifts usually lasted about six to eight hours. I typically worked about four days a week.

6           3.       Throughout my employment I did not receive all my meal and rest breaks. I do  
7 not recall being provided any training or instruction about the company's policy regarding meal  
8 and rest breaks or the law. I was informed by co-workers when I was hired, that I needed to get  
9 permission to take a meal or rest break or leave the premises of the golf course.

10          4.       I knew that Trump provided free food but sometimes it was all gone by the time  
11 my fellow co-workers and I would arrive. Occasionally, however, I did eat this food. Before I  
12 did so, I had to ask my manager, Joey Kim, for permission to go, and it was understood that I had  
13 to come back as fast as possible, and we often finished eating in well under 30 minutes.

14          5.       Meal and rest breaks were not scheduled. I do not recall ever being told when to  
15 take meal or rest breaks. Moreover, we were often too busy to take meal or rest breaks because of  
16 the flow of customers, and at such times taking a meal or rest break would have hurt the quality  
17 of service to our guests. I do not recall ever being asked by my manager if I had received my  
18 meal or rest breaks.

19          6.       I asked to take a break on several occasions, and my manager told me to hurry  
20 back or to make it as quick as possible. Occasionally, Joey Kim, my manager, would tell me that  
21 I couldn't take a break if business was too busy. Even if permitted, I often felt ridiculed by sighs  
22 and dirty looks when I asked to take a break.

23          7.       A co-worker named Dave Perry also worked as a valet. He was a knowledgeable  
24 and steadfast worker. Mr. Perry was very outspoken about California law and our right, as  
25 employees, to take meal and rest breaks. He informed me that I did not need to ask for  
26 permission from management to use the restroom.



1           8.       My manager seemed obsessed with the fact that this was Donald Trump's golf  
2 course with the belief Mr. Trump wouldn't like it if he saw employees sitting around because he  
3 would think the golf course was inefficient and overstaffed.

4           9.       When I did take a meal break, it was often rushed. I ate as quickly as possible, in  
5 order to quickly return to work. I never had a full, uninterrupted 30 minutes to eat or a full,  
6 uninterrupted 10 minutes to take a rest break. Mr. Kim gave the impression that it was  
7 unacceptable to stand around to rest or eat. He often asked me why I was standing around.  
8 Sometimes when there wasn't any food available at the club, my co-workers and I would arrange  
9 food runs where one person would pick up food at a nearby restaurant and bring it back for  
10 everyone else. Sometimes managers organized these food runs, assigning one employee as the  
11 food-runner. Sometimes they would participate in the food run. As soon as we got the food,  
12 everyone ate it as they worked or momentarily ducked out of view of customers in order to  
13 discreetly eat before returning to work.

14          10.      I do not recall ever being instructed to clock out for meal breaks. I do not recall  
15 clocking out for them. My manager never asked me whether my time records were accurate or  
16 whether the fact that I had not recorded a meal break was accurate.

17          11.      I did not receive one hour's pay for each meal or rest break I missed.

18          12.      As a valet, I regularly received tips, which were pooled among employees. During  
19 my employment I noticed that my manager would share in the tip pool, and because he would  
20 work more hours than everyone else, he would get the largest share of the tips.

21          13.      I also incurred expenses on the job for which I wasn't reimbursed. Although  
22 Trump gave me the first one free, the shirt degraded in the summer. I needed to get new ones, and  
23 those I had to buy myself. I bought two shirts.

24          14.      I often used my cellphone for business purposes. My manager and other  
25 employees would often depend on cellphones to communicate regarding job tasks, verify we were  
26 on the premises, and for scheduling shifts.

27          15.      I was unaware of Trump's reimbursement policy: no one ever told me that I could  
28 be reimbursed for the expenses I incurred.



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

3 Executed this 13 day of July, 2012, at Los Angeles, California.

4   
5 Andrew Plumley

**Cynthia Reyes**



1           **I, Cynthia Reyes, declare as follows:**

2           1.       I have personal knowledge of the facts herein, and if called as a witness I could  
3 and would competently testify to them.

4           2.       I was employed by Trump National Golf Club (“Trump”) in 2008 as a flouter sous  
5 chef for the restaurant and banquets. I was interviewed by three people: David Conforti, the  
6 acting executive chef, and another person. I was promised an hourly wage of \$19 per hour and  
7 after three months a raise to \$25 per hour. Instead I was only paid \$12 per hour. My shifts  
8 usually started at 8 or 9 a.m. (and sometimes earlier), and ended at around 8 p.m. (and sometimes  
9 later). I worked on average four days a week.

10          3.       Throughout my employment I did not receive all my meal and rest breaks. I was  
11 not aware of a break room at the golf club. I was never provided any training or instruction  
12 regarding the company’s policy regarding meal and rest breaks or the law. I was aware through  
13 attempts to leave the golf course to get lunch however, that at no time could I leave the premises  
14 of the golf course during my shift without permission from my supervisor.

15          4.       My supervisor told me that Trump provided free food but I was not told when and  
16 where to get it. I brought lunch from home. I always finished eating within about 15 minutes  
17 because it was busy and my supervisor rushed me back to work.

18          5.       Trump never scheduled meal or rest breaks, staggered shifts, or instructed us how  
19 to stagger shifts ourselves. No one ever relieved employees to take meal or rest breaks. No one  
20 ever told us when we could take meal or rest breaks. Moreover, we were often too busy to take  
21 meal or rest breaks because of the flow of customers, and at such times taking a meal or rest  
22 break would have hurt the quality of service to our guests. Even when it was slower, my  
23 supervisor would continually give us tasks to perform that made taking meal or rest breaks  
24 difficult. My supervisor never asked me whether I had received my meal or rest breaks.

25          6.       I heard managers talking about how Trump wouldn’t like it if he saw employees  
26 sitting around.

27          7.       When I did eat, it was rushed; I ate as quickly as possible and returned to work. I  
28 never had a full, uninterrupted 30 minute to eat or a full, uninterrupted 10 minutes to take a rest



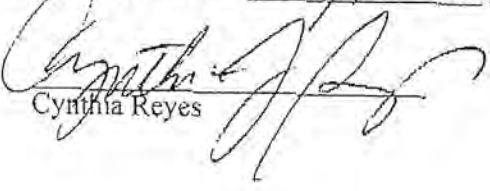
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break. I was aware of some of my co-workers going on food runs where one person would pick up food at a nearby restaurant and bring it back for everyone else. Sometimes managers organized these food runs, assigning one employee as the food-runner.

8. I never received the meal break premium of one hour's pay for each meal or rest break I missed.

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

Executed this 11<sup>th</sup> day of July, 2012, at LONG BEACH, California.

  
Cynthia Reyes

**Damion Liu**

**Declaration of Damion Liu**

1  
2 1. My name is Damion Liu. I have personal knowledge and if called upon to do so,  
3 would and could competently testify to the following:

4 2. I was employed as a busser at the restaurant at the Trump National Golf Club from  
5 approximately 2007 to about 2009. I typically worked seven or eight hours in a shift.  
6 The managers I dealt with were Marto Murillo, Chuck West, Louis Estrada, and Sue  
7 Kwiatkowski.

8 3. So that the Court can have a mental image to accompany my testimony, below is a  
9 recent photograph of me.



19  
20 **Lack of 30 Minute Meal Breaks or 10 minute Rest Breaks**

21 4. I never received a 30 minute meal break or a 10 minute rest break while working at  
22 Trump. The managers always gave off the impression that the employees taking a break  
23 to eat or rest was a luxury that was afforded only when there were no customers or the  
24 restaurant was slow. There was an atmosphere at Trump, coming from the managers,  
25 that if you were to take a break when the restaurant was busy, you were not a good  
26 worker. The managers made the schedules and decided which shifts each employee got.  
27 From what I observed, the managers gave more (and at better/more desirable times)  
28 shifts to those employees whom they labeled hard working (meaning, in part, that the



1 employee did not take breaks when the restaurant was busy).

2 5. The restaurant was busy most of the time when I worked. When the restaurant was  
3 busy, our work was very fast-paced. The table bussers had to not only clean the tables,  
4 but also make cappuccinos, get coffee for customers, and similar tasks. If we were to  
5 take a rest or meal break when it was busy, the waiters could get overwhelmed, the  
6 customers wouldn't get their coffee orders filled, and new customers could not be seated  
7 at the dirty tables. The work level was so high that, without someone to cover my  
8 duties, I couldn't take a break without negatively affecting the productivity/profitability  
9 of the entire restaurant. I knew the managers did not want that. However, the managers  
10 did not set up any system so that my workload could be covered when it was busy,  
11 allowing me to take breaks. Therefore, the only alternative was to not take breaks  
12 unless the restaurant was slow. I was never told by a manager that I could clock out and  
13 eat a meal if I wanted to or that I had a right to paid rest breaks.

14 6. Even when business was slow enough to take breaks, I never took a 30 minute meal  
15 break because I was afraid to do so as a result of the consistent message I received from  
16 my managers based on what they did (and didn't) say to me. I never heard a manager  
17 tell me or other employees to take a break. Nor did a manager ever encourage me (or  
18 anyone in my presence) to take a break. Rather, *my managers consistently*  
19 *communicated to us that they never wanted us to sit idle*, even if the restaurant was not  
20 busy. For example, if there were not many customers, managers would give us tasks to  
21 do. Or, when it was slow on the floor, managers often said to me, "If you're not doing  
22 anything behind the scenes, we want you on the floor." I heard managers Sue  
23 Kwiatkowski, Chuck West, Marto Murillo, and Louis Estrada all say "We want you on  
24 the floor" or "we need you on the floor" many times. The managers regularly told us in  
25 staff meetings (all managers usually attended staff meetings) that we had to keep the  
26 standards associated with the "Trump" name. They further communicated that having  
27 multiple employees on the floor at all times was a way to show excellent customer  
28 service in accordance with the "Trump" name. In my experience, that was unheard of.

1 It was my experience that if a manager saw employees on the loading dock (one location  
2 we were permitted to eat or smoke), especially if there was any work at all that could be  
3 done, they would tell the employee(s) to get back to work.

4 7. For example, one day I was eating a quesadilla quickly at the loading dock. Manager  
5 Marto Murillo approached me and said something like, "We need you on the floor right  
6 now." I had to stop eating and go back to work immediately. Mr. Murillo never said  
7 anything to me about getting continue my break at a later time or take a break when it  
8 wasn't busy. Nor did he acknowledge the fact that I had a right to a certain period of  
9 time to eat or rest. As a result, I worked through the rest of that shift with no breaks.

10 8. When it was busy at Trump, I typically took no break except to go to the bathroom (as  
11 quickly as possible) or to take two to three minutes to eat a piece of bread. In my  
12 experience, the only reason a manager ever came to the loading dock area was to  
13 summon employees back to work. The loading dock was where the employees usually  
14 went to take breaks, so managers frequently went out there to tell them to get back to  
15 work. In my experience, they never asked if we were on a break (or when it would be  
16 over). Instead, they just told us to return to work.

17 9. I am not a smoker, but a few times, I went outside and smoked a cigarette just so I could  
18 get a break. It was my experience that managers sometimes reacted with more  
19 understanding if an employee was seen smoking a cigarette than just taking a break to  
20 rest. If I went outside just to sit and rest, I expected that the managers would have said  
21 something to me like, "What are you doing? You're just sitting there." That is the way  
22 I heard them react previously.

23 10. Sometimes, the managers would let us eat if the restaurant wasn't busy, but it was  
24 always really quick. I would eat in five to ten minutes and return back to work. When  
25 the restaurant was busy and I or other employees were hungry, we would have to wait  
26 until it slowed down.

27 11. There were many days when the restaurant was busy for the entire shift. On those days,  
28 I usually just pushed through and got some food to eat for lunch or dinner after my shift



1 ended (I got no rest or meal breaks for my entire shift). I typically worked four days a  
2 week and frequently Friday and Saturday would be two of those days. When I worked  
3 Friday or Saturday shifts, it was very rare that I would get a break to eat during my shift  
4 at all. I would make sure to get something to eat on my way to work on Fridays and  
5 Saturdays because I knew that I was unlikely to get the opportunity to eat during my  
6 shift as I would typically get no breaks of any kind. Otherwise, if it was busy, I would  
7 just “power through” my shift and did not ask for a break. I did not do so in these  
8 situations because I was intimidated ask the managers because it was clear to me based  
9 on their consistent attitudes that taking a break was frowned upon. I expected that if I  
10 asked for a manager for a break, he or she would either say “no” or say “yes” but  
11 perceive me as a slack employee and punish me by scheduling me for less/less lucrative  
12 shifts.

### 13 **An Emphasis on Women Being Attractive at Trump**

14 12. During my employment at Trump, there were several times when I was working and  
15 Donald Trump visited. I noticed that on days when Mr. Trump was going to visit, there  
16 were more attractive, younger women working. The same thing happened when Tiger  
17 Woods was scheduled to be there – and I saw that the younger, more attractive female  
18 servers were assigned to serve him.

19 13. The hostesses at Trump generally speaking were young and attractive. Most of the  
20 hostesses were in their late teens or early twenties. I knew that Lucy Messerschmidt  
21 was a hostess and regarding her age, she was in the minority (i.e. one of the few  
22 hostesses who appeared to be in her forties or older.)  
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14. I was a busser at Trump for two years and would regularly asked to be promoted to server (this was important to me as I had a young child at the time). I was consistently passed over for this job while young attractive women were hired even though (as I later came to learn from them) they often had less restaurant experience. Most of the new servers I saw that were hired were young and attractive women, and I often saw that they had to be trained for a week (which I considered to be much more time than an experienced employee like I would have needed).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this declaration on May 31<sup>st</sup>, 2012.

  
Damion Liu



**Dave Perry**



1           5.       This “no break” policy was repeatedly borne in upon me. My immediate  
2 supervisor was a man named Joey Kim. On what I think was my second day of employment, I  
3 had worked about seven hours without a break. I asked Mr. Kim if I could take my lunch break  
4 and eat because I was hungry. Mr. Kim looked at me and said in an incredulous tone, “What do  
5 you mean?” When I explained how I had been working for seven hours and wanted to have a  
6 chance to eat and rest before my shift ended, Mr. Kim ridiculed me in front of the other  
7 employees by sarcastically announcing to everyone that I was going to be allowed to take my  
8 meal break. On other days, however, Mr. Kim was not so “kind”— and refused to let me take a  
9 meal break.

10           6.       Throughout my almost three years of employment managers *never* approached me  
11 (or my colleagues, based on what I saw or what I heard from them) to ask if we wanted or needed  
12 to take our breaks. Invariably, if I or other employees with whom I worked approached a  
13 manager and asked to take a meal break because we were hungry, we were told “later” without  
14 any specifics of when that time would be, and almost never came back to relieve me.

15           7.       These actions and attitudes by the managers at Trump created a feeling of constant  
16 pressure for us to get back to work even when given an opportunity to eat. No one ever said  
17 anything to the effect of “see you in 30 minutes” or “see you in 10 minutes” or otherwise  
18 indicated that we were welcome to take the full breaks that California law entitles us to take  
19 (something I know from having researched this issue myself on the Internet). Even when given  
20 the opportunity to eat the food that Trump had prepared (either an employee meal or leftover  
21 brunch food from the Sunday buffet), I and my co-employees had to wolf it down because of the  
22 pressure to get back to work.

23           8.       Nor was there a place where we could take a 10 minute rest break or 30-minute  
24 meal break and relax without fear of being yelled at or disciplined by a manager. There was an  
25 employee break area, but heaven help us if we were there taking a break and someone needed us.  
26 Plus, we always were required to carry a radio or our cellphones and respond immediately if  
27 called. (Saying something like “I’m on my break and will be with you in X minutes” was not an  
28 option.) As a result, I and the other employees with whom I worked invariably would have to

1 sneak away to eat and hope that none of our supervisors caught us in the act. On days when there  
2 was a major event and I worked 14 or 16 hours, this "no break" policy was especially physically  
3 challenging.

4 9. In order to continue working while on duty we would also sometimes go on "food  
5 runs." where one employee would pick up food from a local restaurant and bring it back for  
6 everyone else, who would consume it while on duty or wolf it down when we were out of the  
7 view of customers. Managers knew that employees were going on these food runs rather than  
8 taking regular 30-minute meal breaks because they would sometimes organize the food runs or  
9 make food runs themselves (occasionally returning with cold food). These food runs varied in  
10 length but were essentially part of our job duties because we were bringing back food for a  
11 number of people and again because managers themselves sometimes told us to make the food  
12 runs.

13 10. I soon came to understand, however, that even the food runs were a sort of luxury  
14 that could not be indulged without management's express sanction. On February 14, 2008 I was  
15 working an afternoon and evening shift on the golf range and in the clubhouse. At about 7 p.m. I  
16 was approached by another employee named Braulio Hernandez about doing a food run for pizza  
17 and sandwiches at a restaurant in the area. Mr. Hernandez asked me to make the food run, and I  
18 consented.

19 11. When I returned, Mr. Conforti was in front of the clubhouse looking real angry.  
20 When he saw me he said, "You have no idea about the conversation we are going to have  
21 tomorrow." I tried to talk to him and find out what he was upset about, but Mr. Conforti refused  
22 to speak to me.

23 12. The next day my supervisor Joey Kim directed me to the office of Mr. Conforti.  
24 There, he and Mr. Conforti handed me a document to sign stating that I was being suspended  
25 without pay for five days for having left the premises without authorization. I objected and told  
26 them that this was unfair because the only reason that I left the premises was that there was no  
27 fixed or reliable policy for eating and taking breaks even though California law expressly requires  
28 that employees working a full day must receive a 30 minute break to eat.



1           13.     When I said this, General Manager David Conforti appeared to be taken aback.  
2     Mr. Conforti said, "I'm not really sure what California law is on breaks." He then asked me what  
3     I thought he should do because employee tips would go down if more employees were hired so  
4     that there was staff available to cover for others during breaks. I said words to the effect of "If  
5     that's the case, so be it. People will see the position for what it really is." Mr. Conforti then said  
6     he preferred the existing staffing policy, which worked us harder but also resulted in greater tips.  
7     I said something to the effect of "You can keep the status quo, but then my suspension is  
8     unfounded."

9           14.     Mr. Conforti did not directly respond to this. Instead, he said something about  
10    having already spent too much time discussing this issue and that he had to go and tend to other  
11    matters. My suspension stood, however, and I missed five days of work as a result (and so lost  
12    out on money that I needed because I am paying my way through college).

13          15.     I also have been retaliated against for objecting to Trump's policy about breaks. In  
14    January 2008 my immediate manager Mr. Kim approached me and asked what I thought of him  
15    as a manager. The question took me aback at first, but I had to respond, so I responded truthfully;  
16    I said that I had a problem with the fact that he took a share of our tips and did not allow us to  
17    take the rest and meal breaks that California law requires. Mr. Kim walked away without  
18    responding. Shortly thereafter, he changed my schedule and effectively "banished" me by  
19    making me spend the next two weeks working on "the range" (the part of the premises that is  
20    several hundred yards from the clubhouse), an assignment requiring considerable physical labor  
21    with no customer contact and thus no opportunity to earn tips. Because I had a knack for getting  
22    bigger tips than my colleagues, the result was that I (and the others with whom I shared tips)  
23    made less money during these five days.

24          16.     The final retaliation I suffered was on September 4, 2008, when I was fired for  
25    making a food run at about 7:45 a.m. I had opened up the club at 4:30 or 5 o'clock a.m. No other  
26    valets were on duty until Stuart Sato arrived at 6 a.m. I was scheduled to work until 1 pm (an 8-  
27    hour day) and, looking at the tee-sheet, saw that golfers were scheduled to start arriving for tee-  
28    off at around 9 a.m. After that it would get too busy for me to make a food run, so this was the

1 only time I could leave without being unavailable to greet or help golfers. I waited until after Mr.  
2 Sato arrived and then made a quick food run. It was still real early, and no managers were on the  
3 property that I knew of. I dashed out and back in about 15 minutes, returning to the club as  
4 quickly as I could. When I returned Stuart said that Mr. Conforti was there and wanted to see me  
5 in his office. I went there immediately, and Mr. Conforti, looking stern and cold, handed me a  
6 piece of paper. "Sign it—and get out!" he said, jerking back his thumb and arm. That was my  
7 last day of work. My employment at Trump was terminated.

8 17. After my termination I searched for attorneys and eventually retained my current  
9 counsel because I was informed and believed that they had experience in employment litigation,  
10 and especially class action experience. My attorneys explained to me the responsibilities of being  
11 a class representative, and I volunteered to assume those responsibilities because I knew what  
12 Trump was doing to its employees was wrong and that it would continue to scoff the law until  
13 someone stopped it. Attached hereto as Exhibit A is a true and correct copy of the declaration of  
14 the duties I agreed to assume as a representative of the class upon retaining counsel.

15 18. I understand that as a named plaintiff I am serving as a representative of a class of  
16 nonexempt hourly employees who have worked at Trump since approximately December 2, 2004  
17 to the present. I have no interests that are adverse or antagonistic to the class. On the contrary, I  
18 believe that I am ideally suited for this role.

19 19. As I previously mentioned, Trump's managers did not provide employees any  
20 instruction about Trump's policies or our rights, so I took it upon myself to research the law on  
21 the Internet and consult with attorneys. Armed with this knowledge I had a better understanding  
22 of my rights and wasn't afraid to assert them, even though I have suffered the consequences in the  
23 form of retaliation, suspension, and termination. I also informed my co-workers about their right  
24 to take meal and rest breaks, and I encouraged them to exercise those rights. So this class action  
25 is a natural outgrowth of my experiences at Trump.

26 20. Throughout this lawsuit I have been ready, willing, and able to discharge the duty  
27 to the class. I spent well over 100 hours on this case. I have met with my attorneys on numerous  
28 occasions, including several face-to-face meetings and lengthy telephone calls, to discuss this

1 case. I have told them everything I knew about the club, my employment, and the service  
2 industry generally; identified witnesses; assisted my attorneys in responding to Trump's copious  
3 written discovery; and produced documents. I also attended three mediations, including one in  
4 San Francisco, and several depositions that took place across the Southland so that I could  
5 provide detailed and immediate information to my attorneys during the mediations and as they  
6 conducted their examinations. And I will continue to discharge my duties as a representative on  
7 behalf of the class.

8 21. In sum, I have stood up for my rights and those of my co-workers, both during  
9 and after my employment at Trump, and I have been intimately involved in this case. Moreover,  
10 the individual claims I have alleged in this lawsuit directly relate to the unlawful meal and rest  
11 break practices that affected all hourly employees because Trump essentially fired me for taking a  
12 break. Consequently my own experiences bolster the class claims. I understand that any  
13 settlement or dismissal of this action must be in the best interests of the class and will be subject  
14 to Court approval.

15 I declare under penalty of perjury under the laws of the State of California that the  
16 foregoing is true and correct and that I executed this declaration on July 18, 2012 in San Pedro,  
17 California.

18  
19   
20 Dave S. Perry



# **Exhibit A**

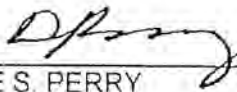


DUTIES OF A CLASS REPRESENTATIVE

1. A class representative represents the interests of all members of his/her class in litigation to recover money damages or obtain injunctive relief for the class.
2. The class usually consists of all persons who are similarly situated with respect to a common course of conduct or practice. In other words, all those persons who are affected by the challenged behavior.
3. A class representative always considers the interests of the class just as he/she would consider his/her own interests and in some cases must put the interests of the class before their own interests. This means that you are a champion of the class or fiduciary litigant.
4. A class representative always actively participates in the lawsuit, as necessary, by, among other things, answering interrogatories, producing documents to the defendants and giving deposition and trial testimony if required. You may be required to travel to give such testimony.
5. A class representative recognizes and accepts that any resolution of the lawsuit, by dismissal or settlement, is subject to Court approval, and must be designed in the best interest of the class as a whole.
6. A class representative is not required to be particularly sophisticated or knowledgeable about the subject of the lawsuit. However, a class representative should follow the progress of the lawsuit and should provide all relevant facts to the attorneys for the class.
7. A class representative volunteers to represent or champion many other people with similar claims and injuries because of the importance of the case and that necessity that all class members benefit from the lawsuit equally; the savings of time, money and effort should benefit all parties and the Court. Class actions are an important tool to assure compliance with the law even where an individual's losses may be relatively small.

I have reviewed and acknowledge my duties as a class representative.

Dated: 2/23/09

  
DAVE S. PERRY

**Dwayne McDowell**

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**I, Dwayne McDowell, declare as follows:**

1. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them.

2. I was employed by Trump National Golf Club from 2004 to 2005 as a security guard. My shifts usually started at 11 p.m. and ended at 7 a.m. I worked on average 3 days a week.

3. Although I wanted to take breaks, I did not receive meal and rest breaks. The company never scheduled meal or rest breaks, staggered shifts, or instructed us how to stagger shifts ourselves. No one ever relieved employees to take meal or rest breaks. No one ever told us when we could take meal or rest breaks.

4. I was ordered to patrol the premises and stay in certain areas at all times. I was instructed by my supervisor that at no time could I leave the premises of the golf course.

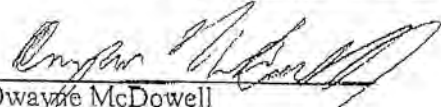
5. I was aware that the company provided food to employees only if there was a major event and a surplus of food remained after the event was over. Most of the time I brought food from home and ate while working, usually within 15 minutes. I never had a full, uninterrupted 30 minutes to eat or a full, uninterrupted 10 minutes to take a rest break.

6. I was never instructed to clock out for meal breaks. Since I couldn't take breaks, I never clocked out for breaks. My supervisor never asked me whether my time records were accurate or whether the fact that I had not recorded a meal break was accurate.

7. I never received premium pay equal to one hour's pay for each meal or rest break I missed.

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

Executed this 16 day of July, 2012, at Hawthorne, California.

  
Dwayne McDowell

**Gail Doner**



**Declaration of Gail Doner**

1. My name is Gail Doner. I have personal knowledge and if called upon to do so, would and could competently testify to the following:
2. I am a former employee of the Trump National Golf Club ("Trump"). I worked as a food server in the club's Pacific Café restaurant (the "formal" dining room) from about April 2007 to about April 2011. Initially, I usually worked from 4:00 p.m. until closing, and typically worked six to eight hours each shift. Later, my starting time typically became 6 p.m. I had multiple managers throughout my time at the Club.
3. Below is a recent photo of me (so that the Court can have a mental image to accompany my testimony):



**Management's message to us**

4. When I was hired at the Trump National Golf Club, and throughout my employment there, my managers emphasized to me and my colleagues the importance of providing a high level of service and a fine dining experience to our patrons. They also regularly told me (and other employees) that we were lucky to be employed at the Trump National Golf Club. As a result, the message I took from them was that we would get fired if we failed to provide great service.

**10 minute rest breaks**

5. Throughout my employment at Trump, I never heard any manager or supervisor talk about 10 minute rest breaks. In fact, I was never even aware that we were supposed to receive such breaks after working about four hours. The general impression I received from my managers was that we were allowed to take rest breaks only if we had time. If we did not have time (meaning that the restaurant was busy and service would suffer).

1 we were not allowed to take breaks at all. Generally, we never had time to take breaks  
2 during the dinner hours because it was almost always busy then.

### 30 minute meal breaks

- 3 6. Nor were I (or any of my co-workers to my knowledge) allowed or able to take 30  
4 minute meal breaks during the first part of my employment. Typically, when I arrived  
5 in the mid to late afternoon, leftover food sometimes would be available for me and the  
6 other employees (usually sitting in a chafing dish), and I could eat it if I wanted to do so  
7 as long as it did not make me late to start my shift. But there was no structured  
8 opportunity to take a 30 minute meal break after I had worked 4 or 5 hours (or more).  
9 My managers never invited me to take a 30 minute meal break (or a shorter one, for that  
10 matter), asked if I had taken a meal break, or encouraged me to take a meal break.  
11 These omissions, combined with the constant emphasis from management on giving a  
12 high level of service to the restaurant's patrons, caused me to think that I would be  
13 disciplined or fired if I were to take a 30 minute meal break or otherwise do anything  
14 that compromised the level of service.
- 15 7. At some point in what I think was 2009, the club started telling us to take 30 minute  
16 meal breaks and having us clock out.

### Trump's employment decisions based on appearance and age

- 17
- 18 8. I am a 60-year-old woman. I was always a dedicated food server and believe that I was  
19 at the top of my game when I worked at the Trump National Golf Club. Before working  
20 at Trump, I had spent about 20 years working for wine distributors as a sales  
21 representative. As a result, I have eaten in fine restaurants around the world, and had  
22 some sense of how others provided service in such an environment.
- 23 9. A few months before I stopped working at Trump, I began being scheduled for fewer  
24 shifts. I had initially worked three to four shifts a week. But as time went on, my  
25 schedule was cut back to two times a week, and then to one shift, and so on. Plus, at the  
26 end I was almost always scheduled for the 6:00 p.m. shift. This was the latest that a  
27 server could be scheduled for the dinner shift. But often when I arrived, the managers  
28 told me they did not need me because they already had enough servers for the night.

1 This scheduling happened although I was an excellent server and my performance  
2 remained excellent. It did not appear to me that this reduction in shifts was happening  
3 to any of the younger, more attractive female food servers.

- 4 10. Eventually, Trump stopped scheduling me for any shifts – thereby effectively firing me.  
5 I chose not to fight to get my job back because by that point I was fed up with the toxic  
6 environment and the way that I was treated.

7 **The employment of young, pretty hostesses**

- 8 11. The hostesses that I interacted with at Trump invariably were young (they appeared to  
9 be between 18 and 22), attractive women. As a server, I was often frustrated with these  
10 younger hostesses because they could not understand how to seat guests so that the work  
11 would be staggered among servers. They also did not know how to stagger reservations  
12 so that all of the restaurant customers would not be seated at the same time. We servers  
13 often joked about the resulting problems caused by the hostesses, calling it “the  
14 tsunami” (referring to a huge influx of customers at one time and the resulting logistical  
15 problems for us and the kitchen). In my experience, these pretty, younger women  
16 usually were not competent but were kept anyway. I also notice that the hostesses that  
17 were the youngest and prettiest always got the best shifts.

18 I declare under penalty of perjury under the laws of the State of California that the  
19 foregoing is true and correct and that I executed this declaration on October \_\_, 2011.

20  
21   
22 Gail Doner

**Irvin Alberto-Alvarez**



1           **I, Irvin Alberto-Alvarez, declare as follows:**

2           1.       I have personal knowledge of the facts herein, and if called as a witness I could  
3 and would competently testify to them.

4           2.       I was employed by Trump National Golf Club in 2007 and again in 2012 as a food  
5 runner. My shifts usually lasted from five and one-half hours to eight hours. I worked on  
6 average five days a week.

7           3.       Although I wanted to take my meal and rest breaks, I did not receive all my meal  
8 and rest breaks. When I was hired in 2007 I was never provided any training or instruction  
9 whatsoever regarding the company's policy regarding meal and rest breaks or the law. In 2012,  
10 when I was re-hired, I was told by management that I only qualified for a meal break if I worked  
11 at least six hours.

12          4.       While an employee in 2007 no one ever told me that I was free to leave the  
13 premises of the golf course. However, in 2012 I requested to leave the premises, but my  
14 supervisor did not allow me to leave.

15          5.       During my time at the club meal or rest breaks were never scheduled, neither in  
16 2007 nor in 2012. Even on days in which I scheduled to work five and one-half hours, I  
17 occasionally worked six or more hours because of the flow of work, to clean up, or because I had  
18 to continue working until I was relieved by another food runner. My manager never asked me  
19 whether I had received my meal or rest breaks.

20          6.       Both in 2007 and in 2012, when I did eat, I ate as quickly as possible, and returned  
21 to work. In 2012, and only on weekends, did I receive 30 minutes to eat.

22          7.       In 2012, my supervisor also told me that I had to take rest breaks. He said that I  
23 was entitled to a rest break for every four hours of work. Even after he told me that rest breaks  
24 were required, he still discouraged me from taking them, telling me to hurry up or make it fast.  
25 Moreover, the breaks I took were never 10 consecutive minutes; I was occasionally allowed to  
26 run to the bathroom, but I was never gone 10 whole minutes together.

27        ///

28        ///

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

Executed this 16 day of July, 2012, at San Pedro, California.



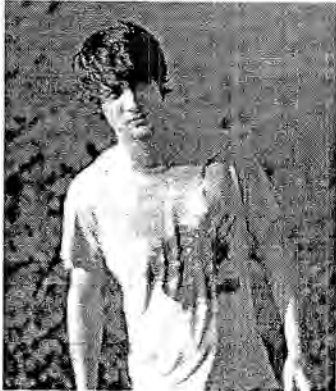
Irvin Alberto-Alvarez

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**Jameson Morris**

**Declaration of Jameson Morris**

- 1. My name is Jameson Morris. I have personal knowledge and if called upon to do so, would and could competently testify to the following:
- 2. I worked as outside services/valet at the Trump National Golf Club (“Trump”) in approximately the summer of 2008 for about two or three months. I generally worked eight hour shifts, four to five days a week. My direct supervisor was Joey Kim. David Conforti was the general manager when I worked at Trump.
- 3. So that the Court can have a mental image to accompany my testimony, below is a recent photograph of me.



**Contact by a Trump Lawyer**

- 4. About two months ago, I was contacted by a female lawyer, whose name I think was Jill Martin. At the beginning of our conversation, the lawyer did not clearly identify herself as an attorney representing Defendant Trump National. I thought she represented the people (Plaintiffs Lucy Messerschmidt and Dave Perry) who had filed the lawsuit and I talked to her for that reason.
- 5. During this phone call, I told the lawyer that I was glad this lawsuit about rest/meal break violations is happening because this was something I and my co-workers had discussed doing when I worked at Trump. At which point, the lawyer said something to the effect of “I probably should tell you that I’m representing the golf club and not the parties that filed the lawsuit.”



### Lack of 10 Minute Rest Breaks

- 1
- 2 6. I never received any ten minute rest breaks while working at Trump. It was my
- 3 experience based on what I saw and heard that if I or any of the other valets wanted a
- 4 rest break, the only way to get one would be to sneak away for a few minutes. If we
- 5 were caught taking a rest break (of any length), our direct supervisor Joey Kim would
- 6 tell us to go back to work because it was “really busy.” The impression I got from Mr.
- 7 Kim is that he did not like us to take breaks. Mr. Kim’s primary stated excuse for us to
- 8 keep working without a rest break was that there were many celebrities or high profile
- 9 people around so we need to be working. He said this in my presence many, many
- 10 times.
- 11 7. On at least one occasion upon returning from a quick rest break, Mr. Kim found out I
- 12 had taken a break and threatened to fire me for doing so. I also heard him make similar
- 13 threats to other valets. Generally, when Mr. Kim made this threat to other valets, I do
- 14 not know if the other valets were on a rest break or a (30 minute) meal break, but I saw
- 15 valets return to work right away or return a few minutes later after being threatened by
- 16 Mr. Kim.
- 17 8. About two weeks after I started working in the outside service/valet department, I went
- 18 to General Manager David Conforti and complained to him about the lack of 30 minute
- 19 meal breaks and 10 minute rest breaks. [I knew about my right to such breaks from
- 20 having worked for big companies like Starbucks that were very focused on such things.]
- 21 Mr. Conforti said something to the effect of “Joey has been working here for about
- 22 eight or nine years; he runs his own show, and I don’t want to step in.” And the meeting
- 23 ended on that note – with nothing changing afterwards during the remainder of my
- 24 employment.
- 25

### Lack of 30 Minute Meal Breaks

- 26
- 27 9. I also never received a full 30 minute meal break at Trump. The meal breaks were more
- 28 like 10 minutes (at most). I was always under pressure from management to eat as fast

- 1 I could and hurry back to work. There was no clocking in and out for meal breaks.
- 2 10. Mr. Kim often use the same excuse (that a high profile person was coming and he
- 3 needed everyone back to work) to justify not allowing a full 30 minute meal break.
- 4 11. As a result, I and the other employees working in the outside services/valet department
- 5 were only able to make "food-runs" (that is, have one of the valets leave the premises to
- 6 get food for the rest of us).
- 7 12. Mr. Kim told me that the free buffet offered by Trump to its employees was off limits to
- 8 outside services/valet employees. So, I would buy food from the outdoor café located
- 9 on the premises if it was not possible for one of us to make a food-run. Mr. Kim also
- 10 apparently did not condone this practice because he said it was unprofessional for us to
- 11 use the services that were for the guests.
- 12 13. When I was able to get a few minutes for lunch, I ate in random places like in the golf
- 13 carts. To my knowledge, there was no designated area for us valets to have an
- 14 uninterrupted meal.
- 15 14. Based on the words and actions of Mr. Kim, I believe that it was definitely part of
- 16 Trump's culture not to allow employees 10 minute rest breaks or 30 minute meal breaks.
- 17 Rather, the company had a culture of trying to keep its employees working as much as
- 18 possible.

19

20 I declare under penalty of perjury under the laws of the State of California that the

21 foregoing is true and correct and that I executed this declaration on July 18, 2012.

22

23 

24 \_\_\_\_\_  
Jameson Morris

25

26

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28

**Jason Eidet**

**Declaration of Jason Eidet**

1. My name is Jason Eidet. I have personal knowledge and if called upon to do so, would and could competently testify to the following:
2. From about November 2007 through September 2010, I worked in outside services at the Trump National Golf Club (“Trump”) in Rancho Pales Verdes. My job duties were to valet park cars and to help with set up for golf tournaments and special events. I usually worked an eight hour shift, five days a week. I had various supervisors throughout my time there, but my main supervisor was Joey Kim.
3. So that the Court can have a mental image to accompany my testimony, below is a recent photograph of me.



**Lack of 30 minute meal breaks**

4. During my entire time working at Trump until at some point after Dave Perry filed his lawsuit in 2009, I did not receive full 30 minute meal breaks.
5. During my initial training, my manager Joey Kim told me and two other people being trained with me that “there are no breaks” but that we could eat during “food runs” subject to his permission. The tone that Mr. Kim set by his words and actions – combined with the lack of staffing (there was no one to cover us when we went on break) – created a clear message that I and my co-workers were to eat as quickly as possible and then immediately return to work.





- 1 6. Trump made food available to the employees daily at about 10:30 a.m. and 6:00 p.m.  
2 When this happened, I and the other valets could take a quick break to go grab some  
3 food, but invariably took it back to our stations and ate there because if we did not our  
4 managers could construe our actions as slacking off or otherwise not working.
- 5 7. The only time I was able to go offsite to get food was when my manager expressly  
6 allowed me to drive to a nearby restaurant and get food for myself and the other  
7 employees that worked with me.
- 8 8. When a valet returned from a food run, we would take turns eating (one at a time) as  
9 quickly as possible and then go straight back to work so the other valets could have a  
10 chance to eat too. It was my impression from how our manager treated us and how  
11 everyone else acted that you didn't want to be caught sitting around digesting or  
12 relaxing, even if you had spent fewer than 30 minutes on a meal break (which was  
13 always the case), because there was a risk of being yelled at, disciplined or even fired. I  
14 and my co-workers were well aware (and we talked about it) how Donald Trump is  
15 famous for firing people.
- 16 9. Because of the foregoing environment that our managers had created, I never asked for  
17 30 minutes to eat or to go off-site during a meal break for personal reasons (as opposed  
18 to a communal food run) because I thought it would make me look bad. There was an  
19 atmosphere of fear around work. In fact, there was a stretch of a few months when  
20 someone got fired every week. You didn't want to be caught looking like you were not  
21 working because then you could be the next one fired. In fact, the only co-worker I  
22 knew that tried to take 30 minute lunch breaks was Dave Perry, and it was my  
23 impression that he was fired as a result.

24 **Lack of 10 minute rest breaks**

- 25 10. I also never received 10 minute rest breaks for the entire time I worked at Trump (not  
26 even after the Dave Perry lawsuit was filed in 2009). My job was physically  
27 demanding. I was on my feet most of the day and would run to and from the cars as we  
28 parked them. I also had to do a lot of heavy lifting. For example, in the morning shift

1 (beginning at 5:30a.m.) the first person to get to work had to fill a 30 gallon garbage can  
2 with ice and take it to each golf cart to fill it. The filled can weighed about 50 to 60  
3 pounds. We also had to hammer poles in the ground and carry tables, chairs, ice chests  
4 and so on.

- 5 11. Towards the end of my shift, I regularly was exhausted and my feet hurt. I would want  
6 to sit down and take a rest break but couldn't. I never felt that taking a break was an  
7 option for me because it was something that just was not done – and no manager ever  
8 encouraged or talked about our taking them (even after the Dave Perry lawsuit in 2009).  
9 I very rarely took any rest breaks – maybe one or two times per week and only when we  
10 weren't busy.

#### 11 **Retaliation by management**

- 12 12. One of the reasons that we never asked for breaks or tried to take them without approval  
13 was fear of retaliation by our manager. There was something referred to by the valets as  
14 the "shit list." If you did something that our manager Joey Kim didn't like, you would  
15 get on his "shit list," which would cause him to give you fewer hours or the less  
16 desirable shifts (*e.g.*, 5 a.m. to 1 p.m., which involved heavy lifting (as I described  
17 earlier) and having to get up in the middle of the night), and Mr. Kim would treat you  
18 with a different attitude: he would be harder on you. For example, one of the valets,  
19 Matt Sullivan, was someone I knew was on Mr. Kim's "shit list." Whenever Matt  
20 would request a certain day off, he invariably would find himself scheduled to work on  
21 that day. He and I talked about this. There were several things that we knew would get  
22 you on the "shit list," but the major offenses included: (1) calling in sick when you were  
23 scheduled, and (2) taking breaks. All of the valets knew that we would be punished if  
24 we did these things, because we had seen it happen to other valets, and so we didn't  
25 attempt to take breaks when we needed or wanted them.

#### 26 **Tip Sharing by Joey Kim**

- 27 13. Joey Kim was my manager. He hired me and did the scheduling when I was working at  
28 the Club. He did not wear the uniform that all of the valets wore and he generally did

1 not valet park cars. There were a few occasions where Mr. Kim did valet a car, but it  
2 was for fun rather than work purposes. Several times when a particularly nice and fast  
3 car would come to be valeted, Mr. Kim would run out and take the car so that he could  
4 drive it to the spot. Other than this, I never saw Mr. Kim park a car.

- 5 14. For the entire time I worked at Trump's - almost three years - it was my understanding  
6 that Joey Kim was a part of the tip sharing pool. On several occasions, I calculated the  
7 tips for the valets (this would be done by whoever closed that evening). The person  
8 closing would add up the tips and all of the hours worked by everyone in the pool, and  
9 divide that to come up with a certain dollar amount per hour. [Example: If 5 people  
10 worked for 8 hours and made \$80 in tips, 40 hours total / \$80 = \$2/hr worked for each  
11 employee.] Each time I did the tip calculations, Joey Kim was included in the tip  
12 sharing pool. Under the amount of tips contributed to the tip sharing pool, Mr. Kim's  
13 amount contributed would generally be \$0 and he would receive the same hourly  
14 amount of tips as all of the other valets. This was particularly frustrating because Mr.  
15 Kim often worked more than an eight hour day, so on those days he would take home  
16 more in tips than the valets who actually worked to get the tips.
- 17 15. About a year into working at Trump, I and several other valets, brought up the tip  
18 sharing issue to the HR representative Tom Sparandeo. He printed something out for us  
19 - I believe from the California Labor Code - saying that managers can tip share under  
20 certain circumstances. But, the circumstances referred to in the paperwork he gave us  
21 did not apply to our situation. Mr. Sparandeo didn't address our concerns any further.
- 22 16. Other employees still working at Trump have told me that at some point an in-house  
23 lawyer started working at the Club and, at that point, Joey Kim was removed from the  
24 tip sharing pool.

25 I declare under penalty of perjury under the laws of the State of California that the  
26 foregoing is true and correct and that I executed this declaration on December \_\_, 2011.

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Jason Eidet

**Jessica Lesure**



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**Declaration of Jessica Lesure**

1. My name is Jessica Lesure. I have personal knowledge and if called upon to do so, would and could competently testify to the following:
2. I am employed as a hostess at Trump National Golf Club (“Trump”), and was hired in about June of 2007. I have had many managers as a hostess at Trump, including Louis Estrada, Sue Kwiatkowski, Chuck West, Marial Perrin, Jennifer Brennan, Matt Christopher, and Kevin Hooker. I usually worked six to hour shifts, three to five times a week.
3. So that the Court can have a mental image to accompany my testimony, below is a recent photograph of me.



**Lack of 30 Minute Rest Breaks**

4. When I began working at Trump, I did not receive 30 minute meal breaks (or the opportunity to take them). Trump did provide an employee meal (usually one was between 10:00 and 11:00 a.m. and one was between 4:00 and 5:00 p.m.). Those breaks, however, were never 30 minutes. Whenever I and my fellow employees were eating the provided food, managers invariably came in and said, “Hurry up, we need you on the floor,” and we would have to rush through eating. [I don’t remember which managers

1 said this; there were multiple managers that did it.] I was able to take five to ten  
2 minutes to eat only a couple of times a week. Only on rare occasions did I get 15  
3 minutes to eat before being told to go back to the floor by a manager. I don't remember  
4 ever getting more than 15 minutes to eat. The resulting message was that meal breaks  
5 should always be as quick and short as possible.

6 5. When I did not get to eat the provided meal, if I was hungry, I would have to find  
7 someone to cover for me at the hostess podium. If there was another hostess working  
8 with me, one covered while the other one went and ate quickly. If I was the only hostess  
9 on shift, I had to ask a manager if I could leave. When there was no one to cover, I  
10 would not ask for breaks to eat. Instead, I would ask only for a short break to go to the  
11 bathroom. When a manager covered for me to go to the bathroom, he or she would  
12 typically say to me, "Ok, hurry up." Therefore, if a manager was covering for me, I  
13 went to the bathroom quickly and came back, making sure not to be gone for more than  
14 two or three minutes. According to the managers, it was not acceptable to leave the  
15 hostess stand unattended. The managers communicated to me that they didn't want me  
16 to be gone long when they were covering. So, even if I was hungry, I could not take a  
17 long enough break to get something to eat when I was the only one on shift. The only  
18 breaks I took when I was the only hostess were to go to the bathroom. On those  
19 occasions, no manager ever asked me if I needed a break or told me that I could take a  
20 break, even if I was working alone.

21 6. In the beginning I did not receive any training from management about taking meal or  
22 rest breaks. In fact, I did not even know I was entitled to a 30 minute meal break. After  
23 a few years, things changed. It was explained to me and other employees (I believe  
24 sometime in 2009) that we were entitled to a 10 minute rest break and a 30 minute meal  
25 break. The managers had us sign a paper saying that we were explained the rules  
26 regarding breaks. Before that meeting, I was never told by managers about our ability to  
27 take breaks. Now, we have to take the 30 minute break if we work for more than six  
28 hours (we have to take it before our fifth hour). We can only waive our meal break if

1 we work less than six hours. The way the breaks are handled now is drastically different  
2 than it was when I started. The managers now come to the hostess stand and ask me if  
3 I'm hungry, need to go to the bathroom, or need a break, especially when I'm working  
4 alone. The managers never did this before things changed in 2009.

### 5 **Lack of 10 Minute Rest Breaks**

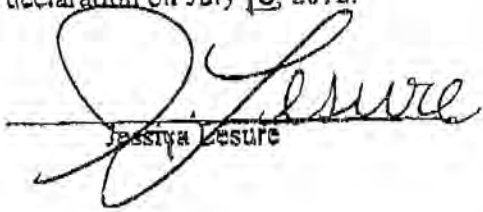
- 6 7. Similarly, we never received the opportunity to take 10 minute rest breaks before 2009.  
7 When two hostesses were working together, one of us would cover while the other one  
8 would sneak a break to go do whatever she needed to (bathroom, grab something to eat,  
9 etc.). When there was no other hostess working, I had to ask a manager to cover if I  
10 wanted to take a break. Usually, if I was working alone, I could only take quick breaks  
11 to use the restroom. There were many times when I couldn't find a manager to cover  
12 (because the location is big and they are often in meetings). When this happened and I  
13 really had to go to the bathroom, I would have to leave the podium empty. If a manager  
14 ever caught me or another hostess with the podium empty, he or she would reprimand us  
15 for leaving the podium empty and tell us that we couldn't leave the podium until we  
16 found a manager to cover. If I couldn't find the manager, I was expected to wait until a  
17 manager came up or until another hostess started her shift before leaving go to the  
18 bathroom. When the managers did cover for me, they never told me that I was  
19 entitled/allowed to take a 10 minute rest break. Instead, they made it clear that I should  
20 do whatever I needed to do as quickly as possible and get right back to the hostess stand  
21 so that the managers could return to their jobs.
- 22 8. If it was very busy, the managers made clear by their words and tone that they expected  
23 hostesses to work through our shifts with no breaks. The message they communicated,  
24 was that the restaurant comes first regardless of whether someone is hungry or anything  
25 else – like taking a legally mandated break. For example, once I and some other  
26 employees were sitting by the loading dock. A manager (I don't remember who) came  
27 out and said, "Come on you guys. the restaurant's busy; hurry up, get inside." No  
28 manager ever asked if I was on break or if I had received 10 minutes.

**The Trump Culture**

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- 9. Management always emphasized that the Trump name was held to a higher standard of service and that all employees should be mindful of who they are working for.
- 10. It was conveyed to me that the Trump name entailed top notch service, that "all hands are available," and that the guests' needs always superseded whatever needs or rights we employees may have had.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this declaration on July 18, 2012.

  
\_\_\_\_\_  
Jessica Lesure

The Cowan Law Firm  
2541 Ocean Avenue, Suite 200  
Santa Monica, California 90401  
(310) 393-1470

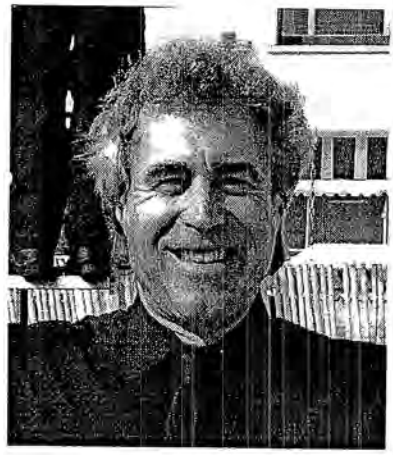


**John Marlo**

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**Declaration of John Marlo**

1. My name is John Marlo. I have personal knowledge and if called upon to do so, would and could competently testify to the following:
2. I was a server at the Trump National Golf Club (“Trump”) for about six months in 2007. I worked in the fine dining section of Trump, which is located upstairs from the main restaurant and the lounge. I also worked some shifts in the main restaurant. I typically worked seven to nine hour shifts, four to five days a week. My direct supervisors were Louis Estrada and Sue Kwiatkowski (I’m not sure if Mr. Estrada had the official title of manager or not, but he acted as the supervisor of all of the servers in the fine dining section upstairs).
3. So that the Court can have a mental image to accompany my testimony, below is a recent photograph of me.



**Lack of Ten Minute Rest Breaks**

4. I never was able to take a ten minute rest while working at Trump. In fact, I rarely took a break at all other than to go to the bathroom. No manager ever told me that I could take a break. I frequently saw Mr. Estrada tell other employees who had left the floor to take a break that they were not supposed to leave the floor. I specifically remember one instance where a server (I can't remember his name but he was a tall guy with blonde

1 hair) left the floor to go to the bathroom and was gone for about ten minutes. I  
2 overheard Mr. Estrada reprimand the server for leaving the floor saying, "you have to  
3 stay on the floor." The server responded by saying something like, "Well, we're  
4 supposed to have a break and we're not getting it." On another occasion when I was  
5 working in the downstairs restaurant, I heard from my co-workers that one of the servers  
6 got written up by a manager because he ran out to smoke a cigarette and got caught. I  
7 remember Sue Kwiatkowski walking around asking people where the server had gone. I  
8 heard him defending himself to the managers and remember that he was red in the face,  
9 which I noticed whenever smokers would try to take a smoke break. If a manager found  
10 them taking a break they would get nervous and flushed as if they were caught doing  
11 something bad. If a server left the floor to take a break and something went wrong with  
12 his or her table, I saw the managers reprimand the server. This was because the  
13 managers communicated to us that our tables were our responsibility. Wanting to be  
14 considered a good employee, I could never take a break while I had tables, because if  
15 something went wrong, it would be seen as my fault.

16 5. From what I saw, the servers that took rest breaks were passed over for shifts more  
17 frequently than those who didn't. Managers told us that assignment of shifts was based  
18 on performance. "Performance" included being on the floor all of the time, which was  
19 one of the things the managers always stressed we had to do. The favorite employees  
20 that got the best/most shifts were the ones that never took breaks of any kind. Servers  
21 that took breaks of any length were more often told by managers "we don't need you  
22 tonight." I saw that even those servers that never took rest or meal breaks, but took  
23 more than one or two bathroom breaks during a shift would be less likely to be put on  
24 the next shift than those who didn't. I noticed that the favored servers with the best  
25 shifts typically took no breaks even to use the bathroom or might take one bathroom  
26 break during an eight hour shift. I also saw several servers that started working, took  
27 breaks during their shifts, and were let go shortly. I specifically remember hearing Mr.  
28 Estrada say "he's not going to be hear long," about one of the servers that was taking

1 breaks.

- 2 6. Because I saw that the servers that took the least breaks were treated the best by  
3 management, I never took breaks except to go to the bathroom (which I did as quietly as  
4 possible). Preferably, I would go to the bathroom before my shift and hold it until  
5 absolutely necessary so that I wouldn't have to stop working at all during my shifts. The  
6 servers could not use the customer bathroom upstairs and had to run to the locker room  
7 downstairs. The distant meant that a trip to the bathroom may take five minutes or so.  
8 When I did go to the bathroom, I ran as fast as I could because I saw what happened to  
9 the other servers that took too long.

10 **Lack of 30 Minute Meal Breaks**

- 11 7. I never received a 30 minute meal break while working at Trump. I never got any  
12 breaks to eat, and based on what I saw, none of the other servers in fine dining did either  
13 (there were about five servers working upstairs on any given shift). After our shift  
14 ended, I and the other fine dining servers usually ordered food from the kitchen. Mr.  
15 Estrada often placed the order.
- 16 8. In order to be considered a top employee based on the standards my managers had laid  
17 out, if I was hungry, I just had to suck it up. I did not take a real break to eat no matter  
18 what. I would often bring a protein bar to work in my pocket. When I had a moment, I  
19 would sneak to the back shove it in my mouth. Frequently, when I went to the back, I  
20 saw other servers eating old food off of the customer's plates as they were cleaning  
21 them, just so they wouldn't starve during their shifts.

22 **Discriminatory Treatment of Employees Based on Appearance**

- 23 9. One day at Trump I saw an employee that was visibly upset and teary eyed and began  
24 talking to her (I don't remember her name as I didn't know her well). She worked as a  
25 busser or another less lucrative position and wanted to become a server. She told me  
26 that she was upset because a manager had told her that she couldn't be a server because  
27 of she had acne on her face. According to her, she was qualified for the job and wanted  
28 it, but couldn't get it solely because of her acne. I remember being ~~horrified~~. I believe

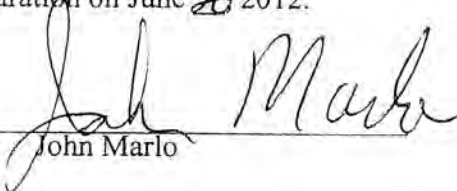
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that she quit soon after because she was so upset.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this declaration on June 28 2012.

  
John Marlo

**Jose Detres**

1 **Declaration of Jose Detres**

2 1. My name is Jose Detres. I have personal knowledge and if called upon to do so would  
3 and could competently testify to the following:

4 2. I am the assistant executive pastry chef at the Beverly Hills Hilton hotel. I also am a  
5 former employee of the Trump National Golf Club.

6 3. Here is a recent digital photograph of me so that the Court  
7 can "see" me while considering my testimony .



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13 4. I was employed as a pastry chef at the Trump National Golf Club ("Trump") from  
14 approximately 2006 - 2007. During the time that I worked there, I typically worked  
15 between 8 and 12 hours a day.

16 5. Throughout my employment there, no manager at the Trump National Golf Club ever  
17 said anything to me (either individually or in a group meeting) about employees being  
18 entitled to take either a 30 minute break to eat a meal or a 10 minute (paid) rest break  
19 for every four hours worked.

20 **Forbidden or discouraged from taking 10 minute rest breaks**

21 6. Throughout my employment, I was not allowed or able to take 10 minute rest breaks.  
22 This was because despite what may have been printed in an employee handbook, the  
23 culture at the Trump National Golf Club was to discourage me and the other employees  
24 from taking rest breaks and to make us return to work as quickly as possible (as opposed  
25 to after enjoying a 10 minute break). When I needed to go to the bathroom or wanted to  
26 take a smoking break (I am a light cigarette smoker), my manager invariably would  
27 either say "not now" or "hurry up" or words to this effect. When I did take a bathroom  
28 or smoking break, my manager (pastry chef Ron Swartz) invariably would seek me out

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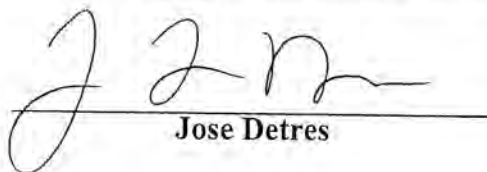
1 within a few minutes and direct me to return to work.

- 2 7. Another other supervisor/manager during my employment was a kitchen sous chef  
3 named Joe, whose last name I forget. Joe was a yeller and screamer. He often would  
4 not let me take a break if I asked to do so. Other times, if I went outside and was away  
5 from my station for more than five minutes for a smoke or a bathroom break, Joe would  
6 come looking for me in a loud, unpleasant way that made clear to me that it was not OK  
7 to take a rest break for more than a few minutes – and certainly not for 10 minutes.

8 **Not being allowed to take 30 minute meal breaks**

- 9 8. During my employment, I also never was allowed to take a 30 minute meal break.  
10 Although the club typically provided leftover food for me and the other employees to  
11 eat, managers always rushed/hurried us to eat quickly and get back to work. I certainly  
12 experienced this from my supervisor Joe. I typically was able to spend about 10  
13 minutes eating a meal. Sometimes, I had take my plate back to my station to eat so that  
14 I could consume the rest of my food and not have my boss yelling at me about getting  
15 back to work.
- 16 9. I quit my job in 2007 voluntarily. I did not like how I was being treated.

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18  
19 I declare under penalty of perjury under the laws of the State of California that the  
20 foregoing is true and correct and that I executed this declaration on December 6, 2011.

21  
22   
23 **Jose Detres**



**Leea Sarmiento-Guiterrez**



1 because I knew (based on my experiences) I would not get a meal break during my shift.  
2 Many of the other servers would also come to eat before their shift started (I would see  
3 them). I was never told that I was allowed to take a meal break or any break. A few  
4 times, I took a short break and went to the loading dock. Other servers would also  
5 sometimes go out there to eat a piece of bread or smoke a cigarette. When managers  
6 saw us at the loading dock they invariably told us that we needed to get back to our  
7 stations. The managers repeatedly told us we needed to be "present" at our stations, so  
8 that if a customer wanted something, we were immediately available. We could never  
9 take lunch breaks during our shifts because we always had tables that we were waiting  
10 on and couldn't leave them given (a) the absence of anyone to cover for us and, (b) our  
11 instructions from the managers not to leave tables unattended. During our shifts, we  
12 were allowed to order food off of the restaurant menu for ourselves, but we weren't  
13 supposed to eat it until we finished with our tables. That would usually be almost at the  
14 end of my shift, around 8:30 p.m.

#### 15 **Being denied a meal break even while pregnant**

16 6. I was pregnant for part of the time I worked at Trump. I worked on Thanksgiving day  
17 while I was about five months pregnant. On that particular day, I had not been able to  
18 make sure that I got a lot to eat before I started my shift, because it began earlier than  
19 usual. I began work at around 1:00 p.m. that day and ended up working until 11:40p.m.  
20 After I had been working for several hours, I began get very hungry and start to feel  
21 weak. At around 6:45 p.m. (after I had been working for almost six hours) I told one of  
22 the managers that I was very hungry and asked if I could take a break and go get some  
23 food from the kitchen (I can't remember which manager I asked because there were  
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1 several managers working there for the holiday, but it was a man). I asked if I could just  
2 have something quick and small like some soup, just so that I could get something in my  
3 stomach. The manager said “no.” By that point, I was almost in tears because I was so  
4 hungry and felt so helpless that I wasn’t allowed to stop working and go get some food  
5 so that I could feel better. I told my co-worker Christina, “I feel like I’m going to pass  
6 out.” Luckily, my co-worker went over to the executive chef, Garret (I don’t remember  
7 his last name), and asked him to help me. He pulled me aside, gave me some food, and  
8 let me eat it in his office. I don’t even think the managers knew that happened (I rushed  
9 to eat as quickly as possible so I wouldn’t be spotted as missing and get in trouble).  
10 After that night, I felt even more intimidated to ask the managers for meal breaks.  
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#### 13 **Lack of 10 minute rest breaks**

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15 7. I don’t remember ever taking a full 10 minute rest break while working at Trump. I  
16 never asked my managers for rest breaks their words and attitude intimidated me and I  
17 thought that there was no point in asking because they would say “no.” Because we  
18 didn’t even receive 30 minute lunch breaks to eat, a 10 minute break just to rest or go to  
19 the bathroom seemed like a ridiculous request. No one ever encouraged us to take a rest  
20 break, and as discussed below, we were always pushed to keep any kind of break as  
21 short as possible.  
22

#### 23 **Having to “Sneak In” Breaks**

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25 8. Because we did not receive 30-minute meal breaks or 10-minute rest breaks, the other  
26 servers and I would “sneak in” three or four minute breaks during our shift when it  
27 wasn’t too busy. We would usually take those few minutes to shove some food down  
28 our throats before we got back to work. Because the employee break-room was too far



1 away for us to have time to go to during the few minutes we would "steal" for ourselves  
2 (it was downstairs), no one ate in it. The only other place that the managers would  
3 allow us to go was the loading dock, where we had to stand right next to a bunch of  
4 trash cans. I and my co-workers (we talked about this) always felt like we had to sneak  
5 around. At times, our managers would come to the loading dock and tell me and  
6 whoever was out there to, "go back to your tables." It was clear from their body  
7 language and tone of voice that they were unhappy to find employees eating at the  
8 loading docks when they were on shift.  
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#### 11 **Hiring/giving shifts based on age and looks**

- 12 9. As a server, I knew many of the other servers and hostesses at the restaurant. I noticed  
13 that the older female hostesses and servers tended to get put on the morning shifts. The  
14 morning shifts are not as good for servers because the customers usually order cheaper  
15 meals, so servers make fewer tips. I believe this was done because the clientele tended  
16 to be older during the day but more young and hip around dinner time.  
17  
18 10. When Donald Trump would visit the Club and eat in the restaurant, I saw that younger  
19 more attractive women were chosen to serve Mr. Trump. At the time that I worked at  
20 Trump, I was between 25 and 27 years old and considered by others to be attractive. I  
21 served Trump more than once. There were times when I heard the older or less  
22 attractive servers ask a manager to serve Trump (I particularly remember Linda, but  
23 can't remember her last name) and they would be told "no." I also don't remember ever  
24 seeing a man serve Trump at the restaurant.  
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#### 28 **Retaliation for asking about breaks**

11. Once during an employee meeting I raised my hand and asked the managers "Isn't there

1 a break policy?" The managers (there were several managers there, including the  
2 general manager Mike van der Goes) responded hazily. I continued to press them, to the  
3 point that the discussion became heated and it felt very awkward in the room, and I  
4 never received a clear answer. It appeared to me that they did not know what either  
5 company policy or California law was regarding employee breaks. After the meeting,  
6 my co-workers who had been there with me (Ryan Diaz and others) asked me why I  
7 spoke up. Those co-workers communicated to me that they expected that I would be  
8 retaliated against for standing up for the employees.  
9

10  
11 12. About a year later, I was fired. I always got the feeling that the real reason for my  
12 termination was the fact that I had stood up for myself and the other employees by  
13 speaking out about breaks. I was fired after an incident where the management had  
14 changed the policy regarding phone usage. Previously, the policy was that the telephone  
15 near the hostess stand could be used by employees in important/emergency situations.  
16 While I was out on maternity leave, the management put out a memo saying that we  
17 could not use that phone anymore. But because I was out, I never received or saw that  
18 memo. After I returned to work, a family emergency arose one day, and I used the  
19 "hostess phone" to try to resolve it. The manager at the time, David Conforti, began to  
20 write me up for using the phone, and when I tried to explain to him what happened, he  
21 fired me for "insubordination." After three years of  
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working at Trump without problems, it was unbelievable to me that I would be fired for such a thing and I think that my questioning of their treatment of us regarding breaks was the true reason they let me go.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this declaration on December \_\_, 2011.

Leea Sarmiento  
Leea Sarmiento (fka Leea Gutierrez)

**Lucy Messerschmidt**





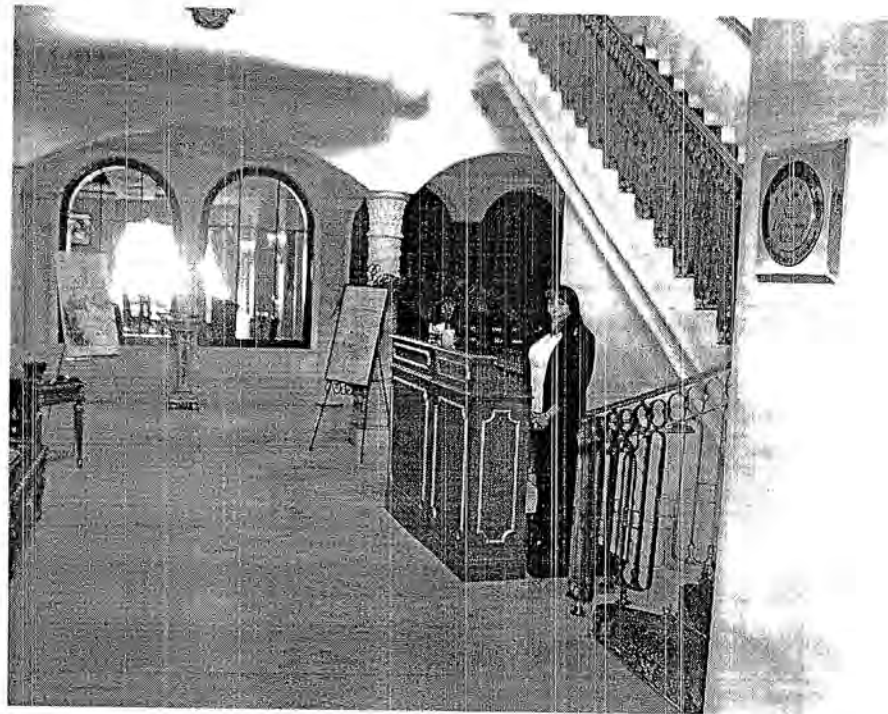
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**Declaration of Lucy Messerschmidt**

1. My name is Lucy Messerschmidt. I am over 18 years old and have personal knowledge of and would and could competently testify to the following:
2. I am the plaintiff and class representative who filed the first of these two consolidated lawsuits seeking class action status over meal and rest break violations at the Trump National Golf Club. The facts below are the foundation for the subject class claims.
3. I am a former employee of Defendant VH Property Corp., which is the entity through which Donald Trump operates his Trump National Golf Club in Palos Verdes. I worked at the golf club as a hostess for several years. I was fired after I complained about age discrimination (*i.e.*, not being scheduled to work when Donald Trump was on the premises because of my age and Mr. Trump's known preference for young, pretty women in the hostess position) and not being allowed to take meal or rest breaks.
4. I worked as a hostess from about August or October 2006 through the end of April 2008. [My recollection was that I started working at Trump in August, but documents I have reviewed or been shown during this lawsuit suggest I did not start working until October.] Initially I typically worked a six hour shift, but in the latter part of my employment I typically worked eight hour shifts. I made \$10/hour.
5. My duties generally consisted of standing by the front door of the club, greeting guests and seating them, answering phone calls (and taking reservations), running errands for managers, and performing other miscellaneous tasks. I was repeatedly told by managers that the hostess podium should never be left unattended.

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- 1 6. So that the Court can better consider my testimony (and also see where I was based when  
2 working), inserted below is a photograph taken of me by the hostess station at the Trump  
3 National Golf Club.



- 17 7. When I started working at Trump, I received no training or instruction from any manager  
18 about my rights to 30 minute meal breaks or 10 minute rest breaks. No manager ever  
19 discussed such rights or the process by which I could take breaks of such lengths. No  
20 manager ever discussed such rights throughout my employment, and I never heard from  
21 any other employee of a manager saying such things.

22 **Being denied the meal and rest breaks that California law requires**

- 23 8. Throughout my employment, my supervising managers denied me (and – based on what I  
24 saw and heard – the other hostesses, servers and kitchen/restaurant workers) permission  
25 to take either the 30 minute meal breaks or the 10 minute rest breaks to which I  
26 understand we were entitled legally based upon how many hours we worked..  
27 Sometimes, I was not allowed to take a break at all if no one was available to cover the  
28 hostess station for me – and so I would work eight hours without a meal or bathroom

1 break. Other times, a manager would cover for me but always with the instruction or  
2 understanding that I was to hurry and be as quick as possible so that they could return to  
3 their other duties. No manager ever said anything like "It's time for your lunch: see you  
4 in 30 minutes" or "Take your rest break now; see you in 10 minutes." Because managers  
5 always communicated that breaks were to be kept as short as possible, the message that I  
6 received (and which I understood from my conversations with them that my fellow  
7 hostesses and other servers and restaurant/kitchen workers received) was that we were to  
8 be as quick as possible when eating, going to the bathroom, or whatever else required a  
9 break and then get back to work.

- 10 9. In addition, I learned that one co-worker who complained about not getting breaks was  
11 assigned fatiguing work (cleaning chairs in the restaurant) that neither I nor any other  
12 hostess (to my knowledge) had ever been assigned to do before. To me, it seemed like  
13 punishment/retaliation for complaining.
- 14 10. I believe my claims about being denied rest and meal breaks as provided by law are  
15 typical of those of the members of the Classes that I seek to represent. I am a member of  
16 the putative Classes and possess the same interests, suffered the same injuries, and allege  
17 identical violations as the other putative Class Members.
- 18 11. I never received any premium pay for a missed rest break or meal break.
- 19 12. I will adequately represent all of the interests of the members of the Classes, which  
20 consist of all persons who are similarly situated with respect to Defendant Trump's  
21 common course of conduct and practice regarding meal and rest breaks. I have no  
22 interests which are inconsistent with any Class Member.

23 **Putting the interests of the class ahead of my own**

- 24 13. I will consider the interests of the members of the Classes just as I would consider my  
25 own interests and understand that I must put the interests of the members of the Classes  
26 before my own interests. Throughout this lawsuit, I have declined to discuss settlement  
27 of my individual wrongful termination claims unless and until the class claims are  
28 resolved (thereby protecting against any argument or suggestion that I may try to

1 compromise the class's interests in return for getting a more favorable personal  
2 settlement than otherwise might be obtainable.) I have volunteered to represent and  
3 champion the interests of many other people with similar claims because I think this case  
4 is important, that it is shameful how Trump treated me and its other hard working non-  
5 managerial employees is shameful, and that it is important that all Class Members benefit  
6 from the law equally.

7 14. I believe that the savings of time, money and effort resulting from certifying this case will  
8 benefit all parties and the Court.

9 My participation in this lawsuit

10 15. I have substantially participated in this lawsuit. I have attended four of the five  
11 depositions that my lawyer (Jeffrey Cowan) and the lawyers for Plaintiff Dave Perry have  
12 taken (thereby being available to answer my lawyer's questions and help cross-examine  
13 the witnesses), and I also attended the deposition of Dave Perry. I have been deposed by  
14 Trump. [I did not attend the deposition of Joseph "Joey" Kim, the former manager of  
15 Dave Perry and someone with whom I never interacted other than his saying "hi" to me  
16 when entering the clubhouse.] I have attended each of the three mediations (including  
17 the most recent one in San Francisco). I also have helped my lawyer respond to written  
18 discovery, and helped him contact or meet with witnesses/putative class members. I will  
19 continue to participate in this lawsuit, up and through the time of judgment and will  
20 provide trial testimony, if required.

21 16. I recognize and accept that any resolution of this lawsuit by either settlement or dismissal  
22 must be designed in the best interest of the members of the Classes as a whole and is  
23 subject to court approval.

24  
25 I declare under penalty of perjury under the laws of the State of California that the  
26 foregoing is true and correct and that I executed this declaration on July 19, 2012.

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Lucy Messerschmidt



**Maral Bolsajian**

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**Declaration of Maral Bolsajian**

1. My name is Maral Bolsajian. I have personal knowledge and if called upon to do so would and could competently testify to the following:

2. I worked as a hostess at the Trump National Golf Club from about 2007 until May 2010.

**My schedule as a hostess at the Trump National Golf Club**

3. When I was first hired, I worked approximately six hours a day from 10 a.m. to 4 p.m. This period overlapped with Lucy Messerschmidt also working as a hostess there. After Ms. Messerschmidt lost her hostess job, I was given her schedule and started working 8 hours a day from 7 a.m. to 3 p.m. on Mondays through Thursdays.

4. Throughout my employment as a hostess at the Trump National Golf Club, my managers consistently either forbade or dissuaded me from taking the 10 minute rest breaks and 30 minute meal breaks to which I now understand I am entitled to receive under California law.

**Trump's culture and practice of denying or discouraging meal & rest breaks**

5. Throughout my employment, no manager *ever* encouraged me to take a 30 minute meal or a ten minute rest break. Instead, I would get short, rushed breaks only if I requested one – and the message I received upon making such a request was that it was unwelcome and an impediment to the club's business operations. This attitude or "corporate culture" discouraged me from even requesting a break unless I really, really needed to eat or go to the bathroom (or do something else of a personal nature like a phone call to a family member).

6. Before Ms. Messerschmidt's lawsuit was filed, my former manager Sue Kwiatkowski typically would respond to my requests to go to the bathroom (I typically needed to use it by 1 p.m. each day) with words to the effect of "go take a break but make it fast". Ms. Kwiatkowski's tone invariably was nice (she is a very pleasant person) but also made clear that I was to hurry and had to return to my duties as swiftly as possible. Ms. Kwiatkowski invariably made similar statements if I asked to take a meal break. Regardless of whether the manager I talked to was Ms. Kwiatkowski or someone else, I

1 was always told essentially to “hurry”. Neither Ms. Kwiatkowski or any other manager  
2 ever told me anything to the effect of “okay see you in 10 minutes when your rest break  
3 is over” or “see you in half an hour when you are done with your lunch.”

4 7. After Lucy Messerschmidt stopped working at the club, I often was not allowed to take  
5 any break because I was told that I could not leave my station unattended. Sometimes,  
6 when I needed to take a break and asked to do so, I was told that no one was available to  
7 cover for me and I had to remain at my station and could not take the break.

8 8. Invariably, I would take only about five minutes to eat and would do so while standing  
9 outside the kitchen in the enclosed outdoor area by the facility’s trash cans. This  
10 location was where employees were suppose to eat or take their breaks. Because the  
11 restaurant served lunch to the public from 11 a.m. to 3 p.m., we were not allowed to  
12 take a full meal break during that time (regardless of whether other people might have  
13 been able to cover for us).

14 9. Jennifer Brennan is another manager who always told me to “hurry up” when I was  
15 taking or requesting a rest break (typically to use the bathroom) or meal break. Like Ms.  
16 Kwiatkowski, her tone usually was nice but also firmly conveyed that I had to be as  
17 quick as possible and then return to work. As a result, I always was pressured to take  
18 less than 10 minutes for bathroom breaks and less than 30 minutes for a meal break.

19 10. As a result of the environment and culture that I have just described, I think it is  
20 accurate to say that I was rushed during my breaks virtually every single day I worked at  
21 Trump. I never got a full 10 minute rest break or a 30 minute meal break.

22 11. At no time that I worked for the Trump National Golf Club did any manager ever  
23 reference the company’s employee handbook. The handbook may have physically  
24 existed, but as far as I am concerned and as far as I experienced, its contents regarding  
25 breaks and discrimination existed solely on paper and were created solely for corporate  
26 purposes. To my knowledge, it had no affect on how I and my fellow employees were  
27 treated or how the club was run.  
28

**Food servers & kitchen workers being denied breaks**

1  
2 12. It was also my experience that up until the time that Lucy Messerschmidt filed her  
3 lawsuit (and perhaps for some months thereafter) that other workers at the Trump  
4 National Golf Club such as food servers also were not allowed — or would be  
5 dissuaded — from taking full meal and rest breaks (*e.g.*, 10 minute rest breaks and 30  
6 minute meal breaks). More specifically, I and the other hostesses would sometimes be  
7 directed to walk around the club to perform a task (*e.g.* finding someone or delivering a  
8 message). As a result, I regularly heard employees complain about not being allowed to  
9 take a meal or rest break. I also regularly heard managers tell food servers either to  
10 “hurry up” with a break (even if the person was just starting to take it) or simply that  
11 they could not take a break. Managers whom I heard make such statements include Sue  
12 Kwiatkowski and Jennifer Brennan.

**Trump’s hostility to having to let us take meal & rest breaks**

13  
14 13. After Lucy Messerschmidt filed her lawsuit, Trump eventually started ensuring that I  
15 and the other employees received and took our breaks.  
16 14. One day the club’s time card machine was not working when I tried to clock-out for  
17 lunch. As a result, I was threatened with a disciplinary write-up even though I had tried  
18 to clock-out and had reported the malfunction to the club’s human resources  
19 department.  
20 15. I later attended a staff meeting about the company’s new mandatory policy of using the  
21 time clock. During the meeting, manager Tom Sperandio (I think he was the controller)  
22 said in a hostile voice something to the effect of “there is one person who is doing this  
23 to us and ruining it for everyone else.” I understood Mr. Sperandio to be referring to  
24 the club’s change in policy of now requiring its employees to take meal and rest breaks  
25 and to clock out during meal breaks.

**Being told to not work because Donald Trump wanted younger women working**

26  
27 16. One day in the Spring of 2008, Manager Brian Wolbers called me into his office and  
28 told me that Donald Trump was coming to town. He then said something like “I want



1 you to take 3 days off and you can make it up on the weekend. You and Lucy  
2 [Messerschmidt] can take 3 days off. You know how Trump is." I told Mr. Wolbers  
3 that Donald Trump had never met me and I did not understand why he would not want  
4 me working while he was there. Mr. Wolbers said something like "You can make it up  
5 Maral. He wants younger fresh faces." I told Mr. Wolbers "Maybe I'm too old for this  
6 job." He then said "Oh no, you're beautiful. Don't worry about it." Later, I learned from  
7 Lucy Messerschmidt that she had complained to the club's general manager David  
8 Conforti and also to assistant general manager Lili Amini about being taken off her  
9 regular schedule because Donald Trump was going to be in the club and wanted to see  
10 young women working while he was there (as opposed to Ms. Messerschmidt, who was  
11 in her 40s). Ms. Messerschmidt later told me that a change had been made as a result of  
12 her complaint and that "we're working." And in fact I did end up working while  
13 Donald Trump was in the club and got to meet Mr. Trump for the first time.

14 **Donald Trump's lack of professionalism and intrusive comments**

15 17. I later met Donald Trump approximately 5 or 6 more times. Although I am a grown  
16 woman in my forties, Mr. Trump regularly greeted me with expressions like "how's my  
17 favorite girl?" Later, after he learned (by asking me) that I was married — and happily  
18 so — he regularly asked "are you still happily married?" whenever he saw me. Mr.  
19 Trump would also regularly ask me to pose with him for photographs. I found these  
20 actions inappropriate and uncomfortable — but felt I had little recourse given that  
21 Donald Trump is not only the head of the company but also one of the most powerful  
22 well-known people in the United States. In short, I consistently found Mr. Trump to be  
23 overly familiar and unprofessional.

24  
25 I declare under penalty of perjury under the laws of the State of California that the  
26 foregoing is true and correct and that I executed this declaration on November 18, 2010.

27  
28   
Maral Bolsajian

**Mariana Sanchez**

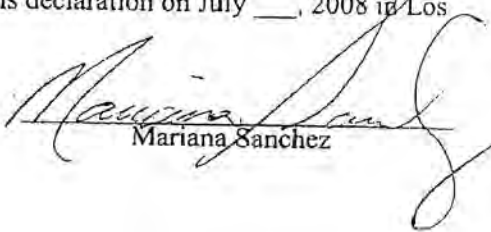
**Declaration of Mariana Sanchez**

1. My name is Mariana Sanchez. I have personal knowledge and if called upon to do so, would and could competently testify to the following:
2. My current employer is the Trump National Golf Club, where I as a hostess in the dining room. At the moment, I am not working while out on maternity leave.
3. I started working as a hostess at the Trump National Golf Club in about either February or March 2007. Towards the end of the year, after I complained to management about not having enough trained hostesses working with me, managers started telling me (and other hostesses in my presence) that we were not allowed to take either rest breaks or meal breaks even though we were working eight hour shifts. Our standing instructions were that someone (and preferably more than one hostess) was to be at the podium at all times. Managers who told me this included Jennifer Brennan, Chuck West, and Sue Kwiatkowaski. At one point, I asked about this "no breaks for hostesses" rule and managers Chuck West and Sue Kwiatkowaski each told me that it had always existed but that the Club had not always enforced it consistently.
4. While I worked at the Club, management typically allowed most employees to take a meal break between 4 and 4:30 in the afternoon. Hostesses, however, were not allowed to take such breaks because (according to management) we had to be up front in case anyone came into the dining area.
5. As a result, and especially before I became pregnant, I would often work eight hours straight without getting either any paid ten minute breaks or an unpaid thirty minute meal break. On the occasions where I really needed to use the bathroom, I would have to get special permission to do so from a manager, which invariably came with a warning to be quick. As a result, such emergency bathroom breaks invariably were less than five minutes.
6. The Trump National Golf Club's prohibition against breaks was enforced even when other hostesses were working and able to "cover" the station. For example, one afternoon in approximately March of 2008, I and co-hostess Lauren Smith decided to take a break during the employee meal period. We were hungry and tired, and a third

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hostess (a woman named Alicia whose last name I do not know but who appears to be of Hispanic ancestry) was on duty with us that day. She also was fully trained. Manager Jennifer Brennan saw me and Lauren Smith taking our meal break, approached and scolded us, and told us never to do this again.

I declare under penalty of perjury under the laws of the State of California hat the foregoing is true and correct and that I executed this declaration on July \_\_, 2008 in Los Angeles, California.

  
Mariana Sanchez



**Matthew Lostritto**

1 **Declaration of Matthew Lostritto**

- 2 1. My name is Matthew Lostritto. I have personal knowledge and if called upon to do so,  
3 would and could competently testify to the following:
- 4 2. I worked as a bus boy and food runner at the Trump National Golf Club ("Trump") from  
5 around March of 2007 to early 2009. I generally worked six to seven hours, four to five  
6 days a week. The managers that I dealt with most were Sue Kwiatkowski, Jennifer  
7 Brennan, and Brian Wolbers. David Conforti was the general manager when I worked  
8 at Trump.
- 9 3. So that the Court can have a mental image to accompany my testimony, below is a  
10 recent photograph of me.



17 **Lack of 10 Minute Rest Breaks**

- 18 4. I did not receive regular ten minute rest breaks while working at Trump. The managers  
19 at Trump frequently emphasized in staff meetings that because we are associated with  
20 the "Donald Trump" name, the standards are higher, especially regarding customer  
21 service. As a result, the focus of the managers, conveyed by their words and actions,  
22 was on serving the customers instead of the needs or rights of the employees. The  
23 managers repeatedly told me and the other bussers that we should always be on the floor  
24 (the floor of the restaurant where customers were seated) when we weren't busy with a  
25 task in the back (the bussers did tasks like fill water and slice bread in a back area of the  
26 restaurant, which was separated from the floor). Managers never told me that I was  
27 entitled to a break or encouraged me to take a break. The only way I was able to take a  
28 break was if I asked a manager or took it upon myself to sneak a break in when the

1 restaurant was slow. Quite often, when I was in the back area, a manager came to the  
2 back. If the bussers were in the back but not working, the managers shooed us out  
3 saying, "Get back on the floor." I regularly saw and heard about managers going  
4 looking for an employee if they noticed he or she was not on the floor for a more than a  
5 few minutes. Several times when I was at the loading docks trying to take a short break,  
6 Jennifer Brennan came out and said to me and the other employees things like, "What  
7 are you doing here?" and "You need to get back in there." The message that I got from  
8 the way the managers reacted to our taking breaks was that breaks were not a right of  
9 the employee.

10 5. When the restaurant was busy, it was even more difficult to take breaks. There was no  
11 way for the bus boys or food runners to take a break without the work product suffering  
12 (there was no system for coverage set up and it was too busy to let the work go undone  
13 for more than a minute or two without consequences). Because the standards at Trump  
14 were so high, the managers communicated to us that any decline in work product was  
15 unacceptable. When the restaurant was busy, I rarely got any break, other than to go to  
16 the bathroom. This was true even if the restaurant was busy for the entire shift.

17 6. Because the restaurant was frequently busy for entire shifts, there were some employees  
18 that took breaks once or twice in a shift when they needed to eat, smoke, or rest. They  
19 did this even though they knew it was frowned upon. The employees that frequently  
20 took breaks were scheduled less often. I heard multiple employees complain that their  
21 shifts were cut after a manager saw them go on breaks the week before.

22 7. Once, I had to call in sick when I was scheduled to work. After I called in sick that day,  
23 I wasn't schedule again for about two weeks. Other than that time, I generally was  
24 always scheduled for four to five shifts a week. After that, I realized that if I wanted to  
25 be scheduled for work and be able to earn my living, I always had to work whenever I  
26 was scheduled.

- 1 8. Based on how I saw management treat employees who took breaks, I feared that they  
2 would punish me with less or less lucrative shift assignments if I took breaks.  
3 Therefore, when the restaurant was busy, I never took them. I always worked through  
4 my shift with no breaks when it was busy. I never saw a food runner or busboy get  
5 punished for taking a bathroom break as long as it was quick. So, if I had to go to the  
6 bathroom, I ran and went quickly. But, other than to go to the bathroom, I didn't take  
7 breaks at all on busy days. It was so busy that I could not take any break (other than to  
8 go to the bathroom) on the majority of the days I worked.
- 9 9. Around the time that I was leaving, the management drastically changed the way they  
10 treated breaks. They informed us that we were entitled to rest and meal breaks and  
11 began issuing mandatory meal breaks.

12 **Lack of 30 Minute Meal Breaks**

- 13 10. I almost never received a 30 minute meal break at Trump. I got no meal break or rest  
14 break of any kind on more than half of the shifts I worked. When I did receive any  
15 break, I typically received 10 or 15 minutes break when the restaurant was slow. It was  
16 possible to take a 30 minute meal break only on very rare occasions.

17  
18 I declare under penalty of perjury under the laws of the State of California that the  
19 foregoing is true and correct and that I executed this declaration on July 12, 2012.

20  
21   
22 Matthew Lostritto



**Neil Iacono**

Declaration of Neil Iacono

1. My name is Neil Iacono. I have personal knowledge and if called upon to do so, would and could competently testify to the following:
2. I was employed at the Trump National Golf Course (“Trump”) from 2006 to about June of 2010. Initially, I was a player host (also called a “Marshall”). My duties generally consisted of ensuring that things ran smoothly for golfers on the club’s golf course.
3. In April 2007, I became a substitute starter (I worked on days that the regular starter did not), and my primary duties involved getting golfers started on their play at the appropriate time (according to scheduled tee times on a given work day).
4. Throughout my employment, I typically worked five to six hours a day, but sometimes worked up to eight or nine hours. I usually worked two days a week. My supervisor was Mike Gainey for approximately the first two years and Joey Kim for the last two years.
5. So that the Court can have a mental image to accompany my testimony, below is a recent photograph of me.



The “Dead” Policies in the Employee Handbook regarding Rest and Meal Breaks

6. When I started working at Trump, I received an employee handbook. I read through it. It contained language stating that employees were to receive 10 minute rest breaks and 30 minute meal breaks. But that language might as well as never existed because – as I am going explain now – the managers at Trump did nothing to carry out or enforce such

1 policies until after lawsuits had been filed against the club regarding meal and rest  
2 breaks. Plus, my managers consistently acted in ways that prevented or discouraged me  
3 and my co-workers from being able to take such breaks. These policies may have  
4 existed on a piece of paper, but beyond that they were bogus; a fiction.

- 5 7. I note that before lawsuits were filed regarding this issue, no Trump manager ever talked  
6 to me (either alone or with co-workers) about being entitled to take 10 minute rest  
7 breaks or 30 minute meal breaks.

8 **Trump's Message That Not Meeting Performance Standards Would Result in Discipline**

- 9 8. Throughout my employment, the club (through its managers) regularly made clear to me  
10 and my co-workers that we were expected to perform at a very high level because of the  
11 "reputation" or "brand" that Trump was intent of maintaining for high performance or  
12 superiority/quality. Part of the message we received was that employees who failed to  
13 perform to the expected standards would be disciplined or fired because the expected  
14 standards were taken very seriously and there would be consequences if they were not  
15 met. During my employment I learned of employees in different departments being  
16 fired for performance reasons. And, of course, I and my co-workers were aware about  
17 Donald Trump being on the television show "The Apprentice" and that his "tag line"  
18 was telling people "You're fired." The result of all of these facts was an environment  
19 that I considered stressful and which I know (from talking with co-workers) that other  
20 employees considered stressful.

21 **No 10 minute rest breaks as a Player Host/Marshall**

- 22 9. As a player host (a "Marshall"), my overriding duties included driving on the golf  
23 course, monitoring and attending to the needs of golfers, and making sure that  
24 everything was going as it was supposed to (according to policy and procedure).
- 25 10. All of the club's golf carts had GPS monitoring, which helped me manage back-ups on  
26 the golf course. There was also a monitor at the club's Pro Shop that could access the  
27 cart locations.
- 28 11. Throughout my employment as a player host, I would be asked to go to particular hole

1 locations on the golf course to solve a problem, etc., and while I did so my manager, Mr.  
2 Gainey, and other employees could monitor my location from the Pro Shop. If I did not  
3 get to a location fast enough to suit a manager (e.g., Mr. Gainey), I would be contacted  
4 on the radio and asked to explain/justify the perceived delay.

- 5 12. These repeated actions (and the regularly communicated message that not performing to  
6 management's expectation would result in discipline) made clear to me that if my cart  
7 were stopped either for more time than a manager deemed reasonable or because I  
8 wanted to take a break, I could be reprimanded, suspended, or, if it happened often  
9 enough, even fired. Therefore, I never took rest breaks while employed as a player  
10 host/Marshall.

11 **No 10 minute rest breaks as a Starter**

- 12 13. In April 2007, I became a starter. My duties were to check-in and accommodate all  
13 golfers playing at the club's golf course on a given work day. In this job, I was on call  
14 from the time that I reached my work station until the last players left the course  
15 (usually at the end of my shift – sometimes later if so directed by my manager). I was  
16 unable to take a break because I invariably was needed at my post – almost continuously  
17 – most of the time.

- 18 14. For example, in the summer months, I would start work at 6 a.m. and my shift typically  
19 ended at approximately 2 p.m. On most days, tee times would be booked back-to-back  
20 from 6 a.m. until my shift ended. There was no break scheduled into the tee-times  
21 roster for me to take either a 30 minute meal or a 10 minute rest break.

- 22 15. Because the club also accepted "walk-on" golfers, there always existed the potential that  
23 I could have a customer at any moment. My manager, Mr. Gainey, told me it was my  
24 responsibility to make sure that all persons playing the club's golf course were  
25 accommodated and had every amenity they needed. I could never be away from my  
26 podium without backup coverage because a scheduled or walk-on player could come at  
27 any moment and it was my sole responsibility to take care of them as the starter. There  
28 was *usually* no one that could cover for the starter because the only other person in the



1 area was the person running the pro shop (which was usually just one person, sometimes  
2 two people and they could not leave the pro shop). Nor did Mr. Gainey, Mr. Kim, or  
3 any other manager ever say that I could ask them to cover for me so that I could take a  
4 break.

5 16. When I was a starter, we were not allowed to use the bathrooms in the main room of the  
6 clubhouse. Instead, I and my co-workers had to go to an outside bathroom which was  
7 further away. Because it required a few minutes to get there and back, and because  
8 there was usually no one to cover my post, if I had to go to the bathroom I often had to  
9 wait until activity slowed down. When that finally happened, I would hustle to the  
10 bathroom and return to my post as fast as I could. No manager ever encouraged me to  
11 take a 10 minute rest break. In fact, I was never encouraged or invited to take any rest  
12 break, let alone a 10 minute break.

13 17. Even when the course was slow, I did not feel comfortable taking a rest break or full  
14 meal break because the words, tone and actions of my managers conveyed a message  
15 that we should always be working. Several times, I saw and heard managers Mike  
16 Gainey and Joey Kim approach employees whom they saw sitting down and resting and  
17 question them about why they were not working. Their words and tone intimated that  
18 they must be lazy if they weren't "busy". Nor on these occasions did Messrs. Gainey or  
19 Kim *ever* ask if the employees were taking a rest break. My manager, Mike Gainey,  
20 told me repeatedly that our "number one" priority was to provide for our guests (and  
21 neither he nor any other manager ever said anything about making sure that we were  
22 comfortable or rested or otherwise happy – at least not until months after lawsuits were  
23 filed). The managers created an atmosphere in which the message was that employees  
24 should always be working. If a manager saw employees taking breaks while on shift,  
25 their word and tone communicated that they were not doing what they were supposed to  
26 be doing. As a result, even if I was not busy with my regular tasks, I always found work  
27 to do somewhere else and did not take rest breaks (10 minute or otherwise) for fear of  
28 being reprimanded.

**No 30 minute meal breaks as a Player Host or Starter**

- 1  
2 18. Nor was I able to take 30 minute meal breaks as either a player host/marshall or a  
3 starter. Instead, I always ate my meals in the golf cart while working. I never took  
4 formal meal breaks because (a) as a player host/starter I had been told by management  
5 that if someone called me on the radio, I had to be available, and (b) as a starter I always  
6 had guest tee times to cover and had to be prepared for a walk-on at any time. And as  
7 an added pressure, I was responsible for having all players sign a liability release form  
8 before playing the course. If I took my meal break, and a player started golfing before I  
9 could require him or her to sign the release, there was a risk of legal trouble for my  
10 employer, and that I could be reprimanded as such. I had been instructed to always get a  
11 signed release and understood that I could be disciplined for not doing so. As I testified  
12 before, there was usually no one to cover for me if I was not working.
- 13 19. Because I did not get a real meal break as a starter, I often would radio my co-workers  
14 and ask them to place an order at the club's "grill" restaurant for me. When my food  
15 was ready, I would quickly go over there and get it (sometimes I would ask a co-worker  
16 to bring me the food because I lacked the time to get it); then I would eat quickly at my  
17 station while continuing to work. I never got to spend 30 minutes eating away from my  
18 work station. Nor did I ever spend 30 minutes being relieved from my duties and using  
19 that time to get or eat food.

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20. As I remember, it was not until the last few months of my employment that I received a formal memo from David Conforti (dated April 15, 2009) stating what breaks I could take and making it clear that I could actually take them. Only then did our managers start telling us that we could take 30-minute meal breaks. For the years before that, no supervisor/manager ever told me I was entitled to breaks. Accordingly, mid-2009 was the first time that I was allowed to take a 30-minute meal break. But I still never got a 10 minute rest break for the entire time I worked at Trump, and my managers still never took any steps to encourage or allow such breaks.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I executed this declaration on December 4<sup>TH</sup>, 2011.

  
**Neil Iacono**

**Timothy Thatcher**



1           **I, Timothy Thatcher, declare as follows:**

2           1.       I have personal knowledge of the facts herein, and if called as a witness I could  
3 and would competently testify to them.

4           2.       I was employed by Trump National Golf Club from 2006 to 2007 as an outdoor  
5 services assistant. My responsibilities included valet, cleaning carts, and setting up for events and  
6 tournaments. My shifts usually lasted about 8 hours. I worked from four to five days a week.

7           3.       Although I wanted to take meal and rest breaks throughout my employment, I did  
8 not receive all my meal and rest breaks. My managers never said anything to me about the club's  
9 meal and rest break policies or about legal requirements; they didn't tell me to clock out for my  
10 meal periods. All they did was give me an employee handbook, but I didn't know whether there  
11 was anything in it about breaks, no one ever told me. No one ever told me that I was free to leave  
12 the premises of the golf course for breaks.

13          4.       Although the company provided free food, I was usually too busy to eat it.  
14 Occasionally, however, I did eat this food. Before I did so, I had to ask my manager, Joey Kim,  
15 for permission to go, and it was understood that I had to come back as fast as possible. I was not  
16 relieved of duty for 30 minutes; I always rushed to consume food, usually getting only 10-15  
17 minutes.

18          5.       There was never a set schedule for meal or rest breaks. No one ever told us when  
19 we could take meal or rest breaks. Moreover, we were often too busy to take meal or rest breaks  
20 because of the flow of customers.

21          6.       My manager never asked me whether I had received my meal or rest breaks.

22          7.       The company discouraged employees from taking meal and rest breaks. I asked to  
23 take a break on several occasions, and my manager told me to hurry back or to make it as quick as  
24 possible.

25          8.       My manager insisted that because this was Trump's golf course it had to be top-  
26 notch and he was concerned that if Trump observed employees eating or resting, Trump would  
27 not be pleased.

28

1           9.       When I did eat, it was rushed; I ate as quickly as possible, scoffed my food, and  
2 returned to work. I never had a full, uninterrupted 30 minutes to eat or a full, uninterrupted 10  
3 minutes to take a rest break.

4           10.       Because I was never instructed to clock out for meal breaks and did not receive  
5 meal breaks, I never clocked out for them.

6           11.       My manager never asked me whether my time records were accurate or whether  
7 the fact that I had not recorded a meal break was accurate.

8           12.       I never received premium pay for any of the meal or rest breaks I missed.

9           13.       One of the perks of being a valet was that I got tips. Valets pooled tips, but  
10 unfortunately managers, who worked more hours than we did, took part in our tip pool, and since  
11 they also worked more hours than the valets, they would also get more of the tips than us.

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

14           Executed this 13 day of July, 2012, at Torrance, California.

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Timothy Thatcher

**Carla Gonzalez**

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## Declaration of Carla Gonzalez

1. My name is Carla Gonzalez. I have personal knowledge and if called upon to do so, would and could competently testify to the following:
2. I am bi-lingual in Spanish and English (Spanish was the first language in my home growing up), and I am studying to be a court-certified interpreter. I am employed as a legal assistant for Cron, Israels and Stark, which is in the same building and on the same floor as The Cowan Law Firm.
3. I sometimes work as an interpreter for Jeffrey Cowan and The Cowan Law Firm (e.g., when he needs to communicate with a Spanish-speaking person).

### Contacting a Trump employee who refused to talk due to threats of retaliation

4. In approximately early October 2011, Mr. Cowan retained me to contact a putative class member, whose contact information I understood had been obtained in discovery in this lawsuit, who spoke primarily Spanish and very little English. At some point around 5:30 pm or 6 p.m., I telephoned this man with Mr. Cowan's (then) law clerk/assistant Jennifer Dooley (whom I understood from having socializing with her over meals is licensed to practice law in New York and Florida but not California) so that I could question him for Ms. Dooley. When I reached him, I identified myself and Ms. Dooley as persons calling on behalf of the lawyers representing Lucy Messerschmidt in her lawsuit against the Trump National Golf Club for its failure to allow meal and rest breaks. This man told me in Spanish that although he and his colleagues also had been denied such breaks, he did not want to talk to me because he was worried about the Trump National Golf Club retaliating against him by firing him. As a result, the call did not go any further.
5. At some point within a few days after October 4, 2011, Mr. Cowan or Ms. Dooley told me that Mr. Cowan had talked with the witness/putative class member through a relative (who speaks good English) and that the witness had changed his mind and agreed to be interviewed and give a statement for use in this lawsuit.



Continued fear of retaliation by the witness

- 1
- 2 6. I and Ms. Dooley then again telephoned this witness – but he said that after further
- 3 consideration he was again unwilling to talk or give a statement because he needed his
- 4 job and was too afraid of losing it.
- 5 7. I have reviewed Jeffrey Cowan’s October 17, 2011 and November 18 letters to Jill
- 6 Martin and Glenn Briggs about this incident (Exhibits \_\_ and \_\_ to this motion). They
- 7 truthfully and accurately recites what happened with respects to the conversations that I
- 8 (and Ms. Dooley) had with this witness – whom I am not identifying at the direction of
- 9 Mr. Cowan to protect his privacy and ensure that he does not suffer any retaliation.
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14 I declare under penalty of perjury under the laws of the State of California that the

15 foregoing is true and correct and that I executed this declaration on July 16, 2012.

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Carla Gonzalez

**Anthony J. Orshansky, Esq.**



1 *Davies, et al. v. Godiva Chocolatier, Inc.* (LASC BC429547; class size approx. 1,801, co-  
2 counsel); *Fast, et al. v. Hilton Hotel Corporation* (LASC BC409467; class size approx. 1,700,  
3 lead counsel); *Alexander v. DS Waters of America* (CACD CV09-03384; class size approx. 1,400;  
4 lead counsel); *Dupont v. Innovative Dining Group* (LASC BC391240; class size approx. 1,400,  
5 lead counsel); *Fluke v. RFG Oil, Inc.* (LASC BC403354; class size approx. 1,400; lead counsel);  
6 *Urena v. Camachos Restaurant* (LASC BC365913; class size approx. 887; lead counsel); *Callela*  
7 *v. Dolce Group* (LASC BC364711; class size approx. 600; lead counsel); *Vasquez v. The*  
8 *Hollywood Pig n Whistle LP* (LASC BC335075; class size approx. 516; lead counsel); *Goldman*  
9 *v. Aorta Restaurant Operating LP* (LASC BC379688; class size approx. 300; lead counsel); *Sink-*  
10 *Crilly v. Centex Homes* (CACD CV09-2476; class size approx. 250; lead counsel); *Garcia v.*  
11 *California Credits Group* (LASC BC353213; class size approx. 160; lead counsel); *Afanasyev v.*  
12 *Miller Infiniti, Inc.* (LASC BC350788; class size approx. 160; lead counsel); *Morris v. Gymboree,*  
13 *Inc.* (LASC BC393270; class size approx. 150; lead counsel); *Ortega v. AJC Sandblasting, Inc.*  
14 (LASC BC378806; class size approx. 140; lead counsel); *Galavis v. Patina Restaurant Group,*  
15 *LLC* (LASC BC375225; class size approx. 10,000; co-counsel); *Lulejyan v. Jim Falk Motors of*  
16 *Beverly Hills, Inc.* (LASC BC398459; class size approx. 72; lead counsel); *Rylko v. The Griddle*  
17 *Café, Inc.* (LASC BC386126; class size approx. 70; lead counsel); *Healy v. Siemens IT Solutions*  
18 *and Services, Inc.* (Santa Clara Superior Court 108CV113479; class size approx 60; lead  
19 counsel).

20 7. In addition, my partner and I have earned professional commendations, including  
21 being named Southern California Super Lawyers. Moreover, we have also successfully  
22 prosecuted appeals both before California appellate court and the Ninth Circuit Court of Appeals.

23 8. In sum, Class Counsel are experienced in employment class-action litigation, and  
24 they are adequate to represent the proposed class in the instant action.

25 9. A true and correct copy of Defendant's Second Supplemental Responses to Perry's  
26 Special Interrogatories, Set Two, is attached hereto as **Exhibit "A."**

27 10. A true and correct copy of Defendant's Responses to Perry's Special  
28 Interrogatories, Set Three, attached to hereto as **Exhibit "B."**

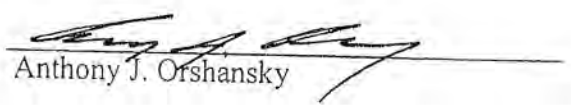


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11. A true and correct copy of Defendant's Responses to Perry's RFA's, Set One, is attached hereto as **Exhibit "C."**

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

Executed this 19th day of July, 2012, at Encino, California.

  
Anthony J. Orshansky

# **Exhibit A**

1 GLENN L. BRIGGS (SBN 174497)  
2 HODEL BRIGGS WINTER LLP  
3 8105 Irvine Center Drive  
4 Suite 1400  
5 Irvine, CA 92618  
6 T: 949.450.8040  
7 F: 949.450.8033

8 JILL A. MARTIN (SBN 245626)  
9 c/o Trump National Golf Club Los Angeles  
10 One Ocean Trails Drive  
11 Rancho Palos Verdes, CA 90275  
12 T: (310) 303-3225  
13 F: (310) 265-5522

14 Attorneys for Defendant  
15 VH PROPERTY CORP., dba TRUMP NATIONAL  
16 GOLF CLUB

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 COUNTY OF LOS ANGELES

19 DAVE S. PERRY on behalf of himself  
20 and others similarly situated,  
21 Plaintiff,

22 v.

23 VH PROPERTY CORP., a Delaware  
24 corporation doing business as TRUMP  
25 NATIONAL GOLF CLUB, and DOES 1 to  
26 50, inclusive,  
27 Defendants.

Case No. BC403087

(Originally assigned case No. BC408999 prior  
to consolidation)

ASSIGNED TO HON. MARK V. MOONEY,  
DEPT. 68

**DEFENDANT VH PROPERTY CORP.'S  
2ND SUPPLEMENTAL RESPONSE TO  
PLAINTIFF'S SPECIAL  
INTERROGATORIES, SET TWO**

Trial Date: None Set

Complaint Filed: March 5, 2009

28 PROPOUNDING PARTY: Plaintiff, DAVID S. PERRY

RESPONDING PARTY: Defendant, VH PROPERTY CORP., dba TRUMP NATIONAL  
GOLF CLUB

SET NUMBER: TWO

1 Pursuant to California Code of Civil Procedure Sections 2031.210, *et seq.*, Defendant VH  
2 Property Corp., dba Trump National Golf Club (hereinafter "Defendant"), hereby provides  
3 supplemental responses to Plaintiff Dave S. Perry's (hereinafter "Plaintiff") Special  
4 Interrogatories (Set Two) as follows:

5 **PRELIMINARY STATEMENT**

6 Defendant has not completed its investigation relating to this action, has not completed  
7 discovery in this action, and has not completed preparation for trial. As discovery proceeds,  
8 facts, information, evidence, documents and things may be discovered which are not set forth in  
9 these responses, but which may have been responsive to these Special Interrogatories. The  
10 following responses are based on Defendant's knowledge, information and belief at this time and  
11 are complete based on Defendant's best knowledge at this time. Furthermore, these responses  
12 were prepared based on Defendant's good faith interpretation and understanding of the  
13 individual Interrogatories and are subject to correction for inadvertent errors or omissions, if any.  
14 Defendant reserves the right to refer to, to conduct discovery with reference to, or to offer into  
15 evidence at the time of trial, any and all facts, evidence, documents and things developed during  
16 the course of discovery and trial preparation, notwithstanding the reference to facts, evidence,  
17 documents and things in these responses.

18 Defendant assumes no obligation to voluntarily supplement or amend these responses to  
19 reflect information, evidence, documents or things discovered following service of these  
20 responses. Nevertheless, these responses are given without prejudice to subsequent revision or  
21 supplementation, including objections, based upon any information, evidence and documentation  
22 which hereinafter may be discovered.

23 **DEFENDANT'S GENERAL OBJECTIONS**

24 Defendant interposes the following general objections to Plaintiff's Special  
25 Interrogatories. These objections are made to the Special Interrogatories in general and to each  
26 of the specific responses which are set forth below.

27 1. Defendant objects to Plaintiff's Special Interrogatories as a whole, and to each  
28 Interrogatory contained therein, to the extent that they request information that is protected from



1 disclosure by the attorney-client privilege, the attorney work product doctrine and/or any other  
2 applicable privilege or immunity.

3       2. Defendant objects to Plaintiff's Special Interrogatories as a whole, and to each  
4 Interrogatory contained therein, to the extent that they request information, the disclosure of  
5 which would constitute an unwarranted invasion of the affected person's constitutional, statutory  
6 and/or common law rights to personal privacy and confidentiality. Defendant further objects to  
7 Plaintiff's Special Interrogatories as a whole, and to each Interrogatory contained therein, to the  
8 extent that they seek private, privileged, and confidential commercial, financial, and/or  
9 proprietary business information.

10       3. Defendant objects to Plaintiff's Special Interrogatories as a whole, and to each  
11 Interrogatory contained therein, to the extent that they are overbroad as to time and scope, and/or  
12 unduly burdensome and oppressive.

13       4. Defendant objects to Plaintiff's Special Interrogatories as a whole, and to each  
14 Interrogatory contained therein, to the extent that they are irrelevant and immaterial to the  
15 pending action and are not reasonably calculated to lead to the discovery of admissible evidence.  
16 Defendant further objects to Plaintiff's Special Interrogatories as a whole, and to each  
17 Interrogatory contained therein, to the extent that they are vague and ambiguous, and/or  
18 unintelligible, in the context of this matter.

19       5. Defendant objects to Plaintiff's Special Interrogatories as a whole, and to each  
20 Interrogatory contained therein, to the extent that they seek information that is not within the  
21 possession, custody, or control of Defendant.

22       6. Defendant objects to Plaintiff's Special Interrogatories as a whole, and to each  
23 Interrogatory contained therein, to the extent that they violate the Code of Civil Procedure  
24 section 2030.060(d) in that the interrogatories are not full and complete in and of themselves.

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1 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
2 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
3 pursuant to Section 2030.050.

4 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 142 (MISNUMBERED AS**  
5 **INTERROGATORY NO. 1):**

6 Subject to and without waiving its objections, Defendant responds: Yes, during the  
7 RELEVANT TIME PERIOD, each department head was responsible for determining the  
8 appropriate practice for the “scheduling” or “coordinating” of meal periods for employees within  
9 their respective department. How each putative class member’s meal break was “scheduled” or  
10 “coordinated” varied from person to person, day to day, and department to department.

11 **INTERROGATORY NO. 143 (MISNUMBERED AS INTERROGATORY NO. 2):**

12 Describe how YOU scheduled or coordinated the meal periods of CLASS MEMBERS  
13 during the RELEVANT TIME PERIOD.

14 **RESPONSE TO INTERROGATORY NO. 143 (MISNUMBERED AS**  
15 **INTERROGATORY NO. 2):**

16 Defendant objects to this Interrogatory:

- 17 (a) on the grounds that it seeks information that is not relevant to the subject matter  
18 of this action and is not reasonably calculated to lead to the discovery of  
19 admissible evidence;
- 20 (b) on the grounds that it is vague and ambiguous;
- 21 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 22 (d) on the grounds that it is overly broad as to time;
- 23 (e) to the extent that it seeks information that is not within the possession, custody, or  
24 control of Defendant;
- 25 (f) on the grounds that it is argumentative;
- 26 (g) on the grounds that it calls for a legal conclusion;
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- 1 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
2 and/or proprietary business information and trade secrets that is protected from  
3 disclosure under case law, statute, regulation, order or otherwise;
- 4 (i) to the extent it seeks information, the disclosure of which would constitute an  
5 unwarranted invasion of the affected persons' constitutional, statutory and/or  
6 common law rights to personal privacy and confidentiality;
- 7 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
8 client privilege and/or attorney work-product doctrine; and
- 9 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
10 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
11 pursuant to Section 2030.050.

12 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 143 (MISNUMBERED AS**  
13 **INTERROGATORY NO. 2):**

14 Subject to and without waiving its objections, Defendant respond that during the  
15 RELEVANT TIME PERIOD, each department head was responsible for determining the  
16 appropriate practice for the "scheduling" or "coordinating" of meal periods for employees within  
17 their respective department in order to comply with Defendant's meal and rest period policy as  
18 stated in its handbook. How each putative class member's meal break was "scheduled" or  
19 "coordinated" varied from person to person, day to day, and department to department.

20 **INTERROGATORY NO. 144 (MISNUMBERED AS INTERROGATORY NO. 3):**

21 IDENTIFY ALL DOCUMENTS RELATING TO YOUR responses to the last two  
22 interrogatories.

23 **RESPONSE TO INTERROGATORY NO. 144 (MISNUMBERED AS**  
24 **INTERROGATORY NO. 3):**

25 Defendant objects to this Interrogatory:

- 26 (a) on the grounds that it seeks information that is not relevant to the subject matter  
27 of this action and is not reasonably calculated to lead to the discovery of  
28 admissible evidence;

- 1 (b) on the grounds that it is vague and ambiguous;
- 2 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 3 (d) on the grounds that it is overly broad as to time;
- 4 (e) to the extent that it seeks information that is not within the possession, custody, or
- 5 control of Defendant;
- 6 (f) on the grounds that it is argumentative;
- 7 (g) on the grounds that it calls for a legal conclusion;
- 8 (h) to the extent it seeks Defendant's private, confidential commercial, financial
- 9 and/or proprietary business information and trade secrets that is protected from
- 10 disclosure under case law, statute, regulation, order or otherwise;
- 11 (i) to the extent it seeks information, the disclosure of which would constitute an
- 12 unwarranted invasion of the affected persons' constitutional, statutory and/or
- 13 common law rights to personal privacy and confidentiality;
- 14 (j) to the extent it seeks information that is protected from disclosure by the attorney-
- 15 client privilege and/or attorney work-product doctrine; and
- 16 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California
- 17 Code of Civil Procedure Section 2030.030 without a sufficient declaration
- 18 pursuant to Section 2030.050.

19 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 144 (MISNUMBERED AS**

20 **INTERROGATORY NO. 3):**

21 Subject to and without waiving its objections, Defendant responds that due to the

22 overbroad nature of this interrogatory it is impossible to identify all potentially responsive

23 documents. Nevertheless, Defendant responds that its meal period policy during the

24 RELEVANT TIME PERIOD can be found in its employee handbook, previously produced by

25 Defendant as documents Bates stamped DLM00005-000046 and 00047-00081.

26 **INTERROGATORY NO. 145 (MISNUMBERED AS INTERROGATORY NO. 4):**

27 IDENTIFY ALL PERSONS having knowledge of YOUR responses to the last three

28 interrogatories.



1 **RESPONSE TO INTERROGATORY NO. 145 (MISNUMBERED AS**  
2 **INTERROGATORY NO. 4):**

3 Defendant objects to this Interrogatory:

- 4 (a) on the grounds that it seeks information that is not relevant to the subject matter  
5 of this action and is not reasonably calculated to lead to the discovery of  
6 admissible evidence;
- 7 (b) on the grounds that it is vague and ambiguous;
- 8 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 9 (d) on the grounds that it is overly broad as to time;
- 10 (e) to the extent that it seeks information that is not within the possession, custody, or  
11 control of Defendant;
- 12 (f) on the grounds that it is argumentative;
- 13 (g) on the grounds that it calls for a legal conclusion;
- 14 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
15 and/or proprietary business information and trade secrets that is protected from  
16 disclosure under case law, statute, regulation, order or otherwise;
- 17 (i) to the extent it seeks information, the disclosure of which would constitute an  
18 unwarranted invasion of the affected persons' constitutional, statutory and/or  
19 common law rights to personal privacy and confidentiality;
- 20 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
21 client privilege and/or attorney work-product doctrine; and
- 22 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
23 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
24 pursuant to Section 2030.050.

25 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 145 (MISNUMBERED AS**  
26 **INTERROGATORY NO. 4):**

27 Subject to and without waiving its objections, Defendant responds that due to overbroad  
28 nature of this interrogatory, it is impossible to identify all potentially responsive individuals.

1 Nevertheless, Defendant responds that the General Managers of Defendant during the  
2 RELEVANT TIME PERIOD include: Mike Vandergoes and David Conforti.

3 **INTERROGATORY NO. 150 (MISNUMBERED AS INTERROGATORY NO. 9):**

4 Were CLASS MEMBERS responsible for ensuring that they took their own meal periods  
5 during the RELEVANT TIME PERIOD, as for example when YOUR managers, supervisors, or  
6 agents did not tell them when during their shifts they could take their meal periods?

7 **RESPONSE TO INTERROGATORY NO. 150 (MISNUMBERED AS**  
8 **INTERROGATORY NO. 9):**

9 Defendant objects to this Interrogatory:

- 10 (a) on the grounds that it seeks information that is not relevant to the subject matter  
11 of this action and is not reasonably calculated to lead to the discovery of  
12 admissible evidence;
- 13 (b) on the grounds that it is vague and ambiguous;
- 14 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 15 (d) on the grounds that it is overly broad as to time;
- 16 (e) to the extent that it seeks information that is not within the possession, custody, or  
17 control of Defendant;
- 18 (f) on the grounds that it is argumentative;
- 19 (g) on the grounds that it calls for a legal conclusion;
- 20 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
21 and/or proprietary business information and trade secrets that is protected from  
22 disclosure under case law, statute, regulation, order or otherwise;
- 23 (i) to the extent it seeks information, the disclosure of which would constitute an  
24 unwarranted invasion of the affected persons' constitutional, statutory and/or  
25 common law rights to personal privacy and confidentiality;
- 26 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
27 client privilege and/or attorney work-product doctrine; and
- 28

1 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
2 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
3 pursuant to Section 2030.050.

4 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 150 (MISNUMBERED AS**  
5 **INTERROGATORY NO. 9):**

6 Subject to and without waiving its objections, Defendant responds that during the  
7 RELEVANT TIME PERIOD putative class members were responsible for complying with  
8 Defendant's meal break policy regardless of whether they were specifically instructed to do so  
9 during a shift. How each putative class member complied with Defendant's meal break policy  
10 varied from person to person, day to day, and department to department.

11 **INTERROGATOR NO. 151 (MISNUMBERED AS INTERROGATORY NO. 10):**

12 State ALL facts RELATING TO YOUR response to the last interrogatory.

13 **RESPONSE TO INTERROGATORY NO. 151 (MISNUMBERED AS**  
14 **INTERROGATORY NO. 10):**

15 Defendant objects to this Interrogatory:

- 16 (a) on the grounds that it seeks information that is not relevant to the subject matter  
17 of this action and is not reasonably calculated to lead to the discovery of  
18 admissible evidence;
- 19 (b) on the grounds that it is vague and ambiguous;
- 20 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 21 (d) on the grounds that it is overly broad as to time;
- 22 (e) to the extent that it seeks information that is not within the possession, custody, or  
23 control of Defendant;
- 24 (f) on the grounds that it is argumentative;
- 25 (g) on the grounds that it calls for a legal conclusion;
- 26 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
27 and/or proprietary business information and trade secrets that is protected from  
28 disclosure under case law, statute, regulation, order or otherwise;

- 1 (i) to the extent it seeks information, the disclosure of which would constitute an  
2 unwarranted invasion of the affected persons' constitutional, statutory and/or  
3 common law rights to personal privacy and confidentiality;
- 4 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
5 client privilege and/or attorney work-product doctrine; and
- 6 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
7 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
8 pursuant to Section 2030.050.

9 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 151 (MISNUMBERED AS**  
10 **INTERROGATORY NO. 10):**

11 Subject to and without waiving its objections, Defendant responds that during the  
12 RELEVANT TIME PERIOD, putative class members were required to comply with Defendant's  
13 meal period policy as provided in its employee handbook, which states:

14 Non-exempt employees MUST take a meal period of not less than one half hour  
15 within the first five and one-half hours of their work schedule. Some employee  
16 may be scheduled for a normal one (1) hour lunch period. Employees on a daily  
17 work schedule of six (6) hours or less may waive their unpaid meal period by  
18 mutual written consent with their supervisor.

19 How each putative class member complied with Defendant's meal break policy varied from  
20 person to person, day to day, and department to department.

21 **INTERROGATORY NO. 152 (MISNUMBERED AS INTERROGATORY NO. 11):**

22 IDENTIFY ALL DOCUMENTS RELATING TO YOUR responses to the last two  
23 interrogatories.

24 **RESPONSE TO INTERROGATORY NO. 152 (MISNUMBERED AS**

25 **INTERROGATORY NO. 11):**

26 Defendant objects to this Interrogatory:  
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- 1 (a) on the grounds that it seeks information that is not relevant to the subject matter  
2 of this action and is not reasonably calculated to lead to the discovery of  
3 admissible evidence;
- 4 (b) on the grounds that it is vague and ambiguous;
- 5 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 6 (d) on the grounds that it is overly broad as to time;
- 7 (e) to the extent that it seeks information that is not within the possession, custody, or  
8 control of Defendant;
- 9 (f) on the grounds that it is argumentative;
- 10 (g) on the grounds that it calls for a legal conclusion;
- 11 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
12 and/or proprietary business information and trade secrets that is protected from  
13 disclosure under case law, statute, regulation, order or otherwise;
- 14 (i) to the extent it seeks information, the disclosure of which would constitute an  
15 unwarranted invasion of the affected persons' constitutional, statutory and/or  
16 common law rights to personal privacy and confidentiality;
- 17 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
18 client privilege and/or attorney work-product doctrine; and
- 19 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
20 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
21 pursuant to Section 2030.050.

22 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 152 (MISNUMBERED AS**  
23 **INTERROGATORY NO. 11):**

24 Subject to and without waiving its objections, Defendant responds that due to the  
25 overbroad nature of this interrogatory, it is impossible to identify all potentially responsive  
26 documents. Nevertheless, Defendant responds that its meal break policy during the RELEVANT  
27 TIME PERIOD can be found in the employee handbooks previously produced by Defendant,  
28 documents Bates stamped DLM00005-000046 and 00047-00081.



1 **INTERROGATORY NO 153 (MISNUMBERED AS INTERROGATORY NO. 12):**

2 IDENTIFY ALL PERSONS having knowledge of YOUR responses to the last three  
3 interrogatories.

4 **RESPONSE TO INTERROGATORY NO. 153 (MISNUMBERED AS**  
5 **INTERROGATORY NO. 12):**

6 Defendant objects to this Interrogatory:

- 7 (a) on the grounds that it seeks information that is not relevant to the subject matter  
8 of this action and is not reasonably calculated to lead to the discovery of  
9 admissible evidence;
- 10 (b) on the grounds that it is vague and ambiguous;
- 11 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 12 (d) on the grounds that it is overly broad as to time;
- 13 (e) to the extent that it seeks information that is not within the possession, custody, or  
14 control of Defendant;
- 15 (f) on the grounds that it is argumentative;
- 16 (g) on the grounds that it calls for a legal conclusion;
- 17 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
18 and/or proprietary business information and trade secrets that is protected from  
19 disclosure under case law, statute, regulation, order or otherwise;
- 20 (i) to the extent it seeks information, the disclosure of which would constitute an  
21 unwarranted invasion of the affected persons' constitutional, statutory and/or  
22 common law rights to personal privacy and confidentiality;
- 23 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
24 client privilege and/or attorney work-product doctrine; and
- 25 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
26 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
27 pursuant to Section 2030.050.
- 28

1 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 153 (MISNUMBERED AS**  
2 **INTERROGATORY NO. 12):**

3 Subject to and without waiving its objections, Defendant responds that due to overbroad  
4 nature of this interrogatory, it is impossible to identify all potentially responsive individuals.  
5 Nevertheless, Defendant responds that the General Managers of Defendant during the  
6 RELEVANT TIME PERIOD include: Mike Vandergoes and David Conforti.

7 **INTERROGATORY NO. 154 (MISNUMBERED AS INTERROGATORY NO. 13):**

8 Were CLASS MEMBERS permitted to take meal periods without receiving permission  
9 or authorization from their superiors (i.e., YOUR managers, supervisors, and agents) during the  
10 RELEVANT TIME PERIOD?

11 **RESPONSE TO INTERROGATORY NO. 154 (MISNUMBERED AS**  
12 **INTERROGATORY NO. 13):**

13 Defendant objects to this Interrogatory:

- 14 (a) on the grounds that it seeks information that is not relevant to the subject matter  
15 of this action and is not reasonably calculated to lead to the discovery of  
16 admissible evidence;
- 17 (b) on the grounds that it is vague and ambiguous;
- 18 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 19 (d) on the grounds that it is overly broad as to time;
- 20 (e) to the extent that it seeks information that is not within the possession, custody, or  
21 control of Defendant;
- 22 (f) on the grounds that it is argumentative;
- 23 (g) on the grounds that it calls for a legal conclusion;
- 24 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
25 and/or proprietary business information and trade secrets that is protected from  
26 disclosure under case law, statute, regulation, order or otherwise;

- 1 (i) to the extent it seeks information, the disclosure of which would constitute an  
2 unwarranted invasion of the affected persons' constitutional, statutory and/or  
3 common law rights to personal privacy and confidentiality;
- 4 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
5 client privilege and/or attorney work-product doctrine; and
- 6 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
7 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
8 pursuant to Section 2030.050.

9 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 154 (MISNUMBERED AS**  
10 **INTERROGATORY NO. 13):**

11 Subject to and without waiving its objections, Defendant responds: Yes.

12 **INTERROGATORY NO. 155 (MISNUMBERED AS INTERROGATORY NO. 14):**

13 State ALL facts RELATING TO YOUR response to the last interrogatory.

14 **RESPONSE TO INTERROGATORY NO. 155 (MISNUMBERED AS**  
15 **INTERROGATORY NO. 14):**

16 Defendant objects to this Interrogatory:

- 17 (a) on the grounds that it seeks information that is not relevant to the subject matter  
18 of this action and is not reasonably calculated to lead to the discovery of  
19 admissible evidence;
- 20 (b) on the grounds that it is vague and ambiguous;
- 21 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 22 (d) on the grounds that it is overly broad as to time;
- 23 (e) to the extent that it seeks information that is not within the possession, custody, or  
24 control of Defendant;
- 25 (f) on the grounds that it is argumentative;
- 26 (g) on the grounds that it calls for a legal conclusion;
- 27
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- 1 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
2 and/or proprietary business information and trade secrets that is protected from  
3 disclosure under case law, statute, regulation, order or otherwise;
- 4 (i) to the extent it seeks information, the disclosure of which would constitute an  
5 unwarranted invasion of the affected persons' constitutional, statutory and/or  
6 common law rights to personal privacy and confidentiality;
- 7 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
8 client privilege and/or attorney work-product doctrine; and
- 9 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
10 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
11 pursuant to Section 2030.050.

12 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 155 (MISNUMBERED AS**  
13 **INTERROGATORY NO. 14):**

14 Subject to and without waiving its objections, Defendant responds that during the  
15 RELEVANT TIME PERIOD, it was Defendant's policy that putative class members follow its  
16 meal period policy as stated in its employee handbook.

17 **INTERROGATORY NO. 156 (MISNUMBERED AS INTERROGATORY NO. 15):**

18 IDENTIFY ALL DOCUMENTS RELATING TO YOUR responses to the last two  
19 interrogatories.

20 **RESPONSE TO INTERROGATORY NO. 156 (MISNUMBERED AS**  
21 **INTERROGATORY NO. 15):**

22 Defendant objects to this Interrogatory:

- 23 (a) on the grounds that it seeks information that is not relevant to the subject matter  
24 of this action and is not reasonably calculated to lead to the discovery of  
25 admissible evidence;
- 26 (b) on the grounds that it is vague and ambiguous;
- 27 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 28 (d) on the grounds that it is overly broad as to time;

- 1 (e) to the extent that it seeks information that is not within the possession, custody, or  
2 control of Defendant;
- 3 (f) on the grounds that it is argumentative;
- 4 (g) on the grounds that it calls for a legal conclusion;
- 5 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
6 and/or proprietary business information and trade secrets that is protected from  
7 disclosure under case law, statute, regulation, order or otherwise;
- 8 (i) to the extent it seeks information, the disclosure of which would constitute an  
9 unwarranted invasion of the affected persons' constitutional, statutory and/or  
10 common law rights to personal privacy and confidentiality;
- 11 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
12 client privilege and/or attorney work-product doctrine; and
- 13 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
14 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
15 pursuant to Section 2030.050.

16 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 156 (MISNUMBERED AS**  
17 **INTERROGATORY NO. 15):**

18 Subject to and without waiving its objections, Defendant responds that due to the  
19 overbroad nature of this interrogatory, it is impossible to identify all potentially responsive  
20 documents. Nevertheless, Defendant responds that its meal period policy can be found in its  
21 employee handbook, previously produced by Defendant as document Bates stamped  
22 DLM00005-000046 and 00047-00081.

23 **INTERROGATORY NO. 157 (MISNUMBERED AS INTERROGATORY NO. 16):**

24 IDENTIFY ALL PERSONS having knowledge of YOUR responses to the last three  
25 interrogatories.

26 **RESPONSE TO INTERROGATORY NO. 157 (MISNUMBERED AS**  
27 **INTERROGATORY NO. 16):**

28 Defendant objects to this Interrogatory:



- 1 (a) on the grounds that it seeks information that is not relevant to the subject matter  
2 of this action and is not reasonably calculated to lead to the discovery of  
3 admissible evidence;
- 4 (b) on the grounds that it is vague and ambiguous;
- 5 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 6 (d) on the grounds that it is overly broad as to time;
- 7 (e) to the extent that it seeks information that is not within the possession, custody, or  
8 control of Defendant;
- 9 (f) on the grounds that it is argumentative;
- 10 (g) on the grounds that it calls for a legal conclusion;
- 11 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
12 and/or proprietary business information and trade secrets that is protected from  
13 disclosure under case law, statute, regulation, order or otherwise;
- 14 (i) to the extent it seeks information, the disclosure of which would constitute an  
15 unwarranted invasion of the affected persons' constitutional, statutory and/or  
16 common law rights to personal privacy and confidentiality;
- 17 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
18 client privilege and/or attorney work-product doctrine; and
- 19 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
20 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
21 pursuant to Section 2030.050.

22 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 157 (MISNUMBERED AS**  
23 **INTERROGATORY NO. 16):**

24 Subject to and without waiving its objections, Defendant responds that due to overbroad  
25 nature of this interrogatory, it is impossible to identify all potentially responsive individuals.  
26 Nevertheless, Defendant responds that the General Managers of Defendant during the  
27 RELEVANT TIME PERIOD include: Mike Vandergoes and David Conforti.

1 **INTERROGATORY NO. 158 (MISNUMBERED AS INTERROGATORY NO. 17):**

2 Explain how CLASS MEMBERS received permission or authorization for taking meal  
3 periods when their superiors (i.e., YOUR managers, supervisors, and agents) were not available  
4 (e.g., they were somewhere out on the course) during the RELEVANT TIME PERIOD.

5 **RESPONSE TO INTERROGATORY NO. 158 (MISNUMBERED AS**  
6 **INTERROGATORY NO. 17):**

7 Defendant objects to this Interrogatory:

- 8 (a) on the grounds that it seeks information that is not relevant to the subject matter  
9 of this action and is not reasonably calculated to lead to the discovery of  
10 admissible evidence;
- 11 (b) on the grounds that it is vague and ambiguous;
- 12 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 13 (d) on the grounds that it is overly broad as to time;
- 14 (e) to the extent that it seeks information that is not within the possession, custody, or  
15 control of Defendant;
- 16 (f) on the grounds that it is argumentative;
- 17 (g) on the grounds that it calls for a legal conclusion;
- 18 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
19 and/or proprietary business information and trade secrets that is protected from  
20 disclosure under case law, statute, regulation, order or otherwise;
- 21 (i) to the extent it seeks information, the disclosure of which would constitute an  
22 unwarranted invasion of the affected persons' constitutional, statutory and/or  
23 common law rights to personal privacy and confidentiality;
- 24 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
25 client privilege and/or attorney work-product doctrine; and
- 26 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
27 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
28 pursuant to Section 2030.050.

1 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 158 (MISNUMBERED AS**  
2 **INTERROGATORY NO. 17):**

3 Subject to and without waiving its objections, Defendant responds that this interrogatory  
4 is not applicable, as during the RELEVANT TIME PERIOD, it was not Defendant's policy to  
5 require putative class members to receive "permission" or "authorization" before taking a meal  
6 break. The details regarding how each putative class member took a meal break varied from  
7 person to person, day to day, and department to department.

8 **INTERROGATORY NO. 159 (MISNUMBERED AS INTERROGATORY NO. 18):**

9 State ALL facts RELATING TO YOUR response to the last interrogatory.

10 **RESPONSE TO INTERROGATORY NO. 159 (MISNUMBERED AS**  
11 **INTERROGATORY NO. 18):**

12 Defendant objects to this Interrogatory:

- 13 (a) on the grounds that it seeks information that is not relevant to the subject matter  
14 of this action and is not reasonably calculated to lead to the discovery of  
15 admissible evidence;
- 16 (b) on the grounds that it is vague and ambiguous;
- 17 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 18 (d) on the grounds that it is overly broad as to time;
- 19 (e) to the extent that it seeks information that is not within the possession, custody, or  
20 control of Defendant;
- 21 (f) on the grounds that it is argumentative;
- 22 (g) on the grounds that it calls for a legal conclusion;
- 23 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
24 and/or proprietary business information and trade secrets that is protected from  
25 disclosure under case law, statute, regulation, order or otherwise;
- 26 (i) to the extent it seeks information, the disclosure of which would constitute an  
27 unwarranted invasion of the affected persons' constitutional, statutory and/or  
28 common law rights to personal privacy and confidentiality;

- 1 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
2 client privilege and/or attorney work-product doctrine; and  
3 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
4 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
5 pursuant to Section 2030.050.

6 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 159 (MISNUMBERED AS**  
7 **INTERROGATORY NO. 18):**

8 Subject to and without waiving its objections, Defendant responds that this interrogatory  
9 is not applicable, as during the RELEVANT TIME PERIOD, it was not Defendant's policy to  
10 require putative class members to receive "permission" or "authorization" before taking a meal  
11 break. The details regarding how each putative class member took a meal break varied from  
12 person to person, day to day, and department to department.

13 **INTERROGATORY NO. 160 (MISNUMBERED AS INTERROGATORY NO. 19):**

14 IDENTIFY ALL DOCUMENTS RELATING TO YOUR responses to the last two  
15 interrogatories.

16 **RESPONSE TO INTERROGATORY NO. 160 (MISNUMBERED AS**  
17 **INTERROGATORY NO. 19):**

18 Defendant objects to this Interrogatory:

- 19 (a) on the grounds that it seeks information that is not relevant to the subject matter  
20 of this action and is not reasonably calculated to lead to the discovery of  
21 admissible evidence;  
22 (b) on the grounds that it is vague and ambiguous;  
23 (c) on the grounds it is burdensome, oppressive, and overly broad;  
24 (d) on the grounds that it is overly broad as to time;  
25 (e) to the extent that it seeks information that is not within the possession, custody, or  
26 control of Defendant;  
27 (f) on the grounds that it is argumentative;  
28 (g) on the grounds that it calls for a legal conclusion;

- 1 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
2 and/or proprietary business information and trade secrets that is protected from  
3 disclosure under case law, statute, regulation, order or otherwise;
- 4 (i) to the extent it seeks information, the disclosure of which would constitute an  
5 unwarranted invasion of the affected persons' constitutional, statutory and/or  
6 common law rights to personal privacy and confidentiality;
- 7 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
8 client privilege and/or attorney work-product doctrine; and
- 9 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
10 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
11 pursuant to Section 2030.050.

12 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 160 (MISNUMBERED AS**  
13 **INTERROGATORY NO. 19):**

14 Subject to and without waiving its objections, Defendant responds that its meal period  
15 policy can be found in its employee handbook, previously produced by Defendant as document  
16 Bates stamped DLM00005-000046 and 00047-00081.

17 **INTERROGATORY NO. 161 (MISNUMBERED AS INTERROGATORY NO. 20):**

18 IDENTIFY ALL PERSONS having knowledge of YOUR responses to the last three  
19 interrogatories.

20 **RESPONSE TO INTERROGATORY NO. 161 (MISNUMBERED AS**  
21 **INTERROGATORY NO. 20):**

22 Defendant objects to this Interrogatory:

- 23 (a) on the grounds that it seeks information that is not relevant to the subject matter  
24 of this action and is not reasonably calculated to lead to the discovery of  
25 admissible evidence;
- 26 (b) on the grounds that it is vague and ambiguous;
- 27 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 28 (d) on the grounds that it is overly broad as to time;



- 1 (e) to the extent that it seeks information that is not within the possession, custody, or  
2 control of Defendant;
- 3 (f) on the grounds that it is argumentative;
- 4 (g) on the grounds that it calls for a legal conclusion;
- 5 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
6 and/or proprietary business information and trade secrets that is protected from  
7 disclosure under case law, statute, regulation, order or otherwise;
- 8 (i) to the extent it seeks information, the disclosure of which would constitute an  
9 unwarranted invasion of the affected persons' constitutional, statutory and/or  
10 common law rights to personal privacy and confidentiality;
- 11 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
12 client privilege and/or attorney work-product doctrine; and
- 13 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
14 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
15 pursuant to Section 2030.050.

16 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 161 (MISNUMBERED AS**  
17 **INTERROGATORY NO. 20):**

18 Subject to and without waiving its objections, Defendant responds that due to overbroad  
19 nature of this interrogatory, it is impossible to identify all potentially responsive individuals.  
20 Nevertheless, Defendant responds that the General Managers of Defendant during the  
21 RELEVANT TIME PERIOD include: Mike Vandergoes and David Conforti.

22 **INTERROGATORY NO. 162 (MISNUMBERED AS INTERROGATORY NO. 21):**

23 Did CLASS MEMBERS, other than PERRY, ever go on FOOD RUNS without  
24 permission or authorization from YOUR managers, supervisors, or agents during the  
25 RELEVANT TIME PERIOD?

26 **RESPONSE TO INTERROGATORY NO. 162 (MISNUMBERED AS**  
27 **INTERROGATORY NO. 21):**

28 Defendant objects to this Interrogatory:

- 1 (a) on the grounds that it seeks information that is not relevant to the subject matter  
2 of this action and is not reasonably calculated to lead to the discovery of  
3 admissible evidence;
- 4 (b) on the grounds that it is vague and ambiguous;
- 5 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 6 (d) on the grounds that it is overly broad as to time;
- 7 (e) to the extent that it seeks information that is not within the possession, custody, or  
8 control of Defendant;
- 9 (f) on the grounds that it is argumentative;
- 10 (g) on the grounds that it calls for a legal conclusion;
- 11 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
12 and/or proprietary business information and trade secrets that is protected from  
13 disclosure under case law, statute, regulation, order or otherwise;
- 14 (i) to the extent it seeks information, the disclosure of which would constitute an  
15 unwarranted invasion of the affected persons' constitutional, statutory and/or  
16 common law rights to personal privacy and confidentiality;
- 17 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
18 client privilege and/or attorney work-product doctrine; and
- 19 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
20 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
21 pursuant to Section 2030.050.

22 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 162 (MISNUMBERED AS**  
23 **INTERROGATORY NO. 21):**

24 Subject to and without waiving its objections, Defendant responds: Yes.

25 **INTERROGATORY NO. 163 (MISNUMBERED AS INTERROGATORY NO. 22):**

26 State ALL facts RELATING TO YOUR response to the last interrogatory.  
27  
28

1 RESPONSE TO INTERROGATORY NO. 163 (MISNUMBERED AS  
2 INTERROGATORY NO. 22):

3 Defendant objects to this Interrogatory:

- 4 (a) on the grounds that it seeks information that is not relevant to the subject matter  
5 of this action and is not reasonably calculated to lead to the discovery of  
6 admissible evidence;
- 7 (b) on the grounds that it is vague and ambiguous;
- 8 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 9 (d) on the grounds that it is overly broad as to time;
- 10 (e) to the extent that it seeks information that is not within the possession, custody, or  
11 control of Defendant;
- 12 (f) on the grounds that it is argumentative;
- 13 (g) on the grounds that it calls for a legal conclusion;
- 14 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
15 and/or proprietary business information and trade secrets that is protected from  
16 disclosure under case law, statute, regulation, order or otherwise;
- 17 (i) to the extent it seeks information, the disclosure of which would constitute an  
18 unwarranted invasion of the affected persons' constitutional, statutory and/or  
19 common law rights to personal privacy and confidentiality;
- 20 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
21 client privilege and/or attorney work-product doctrine; and
- 22 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
23 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
24 pursuant to Section 2030.050.
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1 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 163 (MISNUMBERED AS**  
2 **INTERROGATORY NO. 22):**

3 Subject to and without waiving its objections, Defendant responds that during the  
4 RELEVANT TIME PERIOD, it was aware that there were occasions in which employees went  
5 on food runs regardless of whether they informed their supervisor beforehand.

6 **INTERROGATORY NO. 164 (MISNUMBERED AS INTERROGATORY NO. 23):**

7 IDENTIFY ALL DOCUMENTS RELATING TO YOUR responses to the last two  
8 interrogatories.

9 **RESPONSE TO INTERROGATORY NO. 164 (MISNUMBERED AS**  
10 **INTERROGATORY NO. 23):**

11 Defendant objects to this Interrogatory:

- 12 (a) on the grounds that it seeks information that is not relevant to the subject matter  
13 of this action and is not reasonably calculated to lead to the discovery of  
14 admissible evidence;
- 15 (b) on the grounds that it is vague and ambiguous;
- 16 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 17 (d) on the grounds that it is overly broad as to time;
- 18 (e) to the extent that it seeks information that is not within the possession, custody, or  
19 control of Defendant;
- 20 (f) on the grounds that it is argumentative;
- 21 (g) on the grounds that it calls for a legal conclusion;
- 22 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
23 and/or proprietary business information and trade secrets that is protected from  
24 disclosure under case law, statute, regulation, order or otherwise;
- 25 (i) to the extent it seeks information, the disclosure of which would constitute an  
26 unwarranted invasion of the affected persons' constitutional, statutory and/or  
27 common law rights to personal privacy and confidentiality;

- 1 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
2 client privilege and/or attorney work-product doctrine; and  
3 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
4 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
5 pursuant to Section 2030.050.

6 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 164 (MISNUMBERED AS**  
7 **INTERROGATORY NO. 23):**

8 Subject to and without waiving its objections, Defendant responds that aside from any  
9 disciplinary action forms that may exist in individual employee personnel files, which Defendant  
10 objects to producing on the grounds that doing so would violate the individual's right to privacy  
11 and is overly burdensome and unduly oppressive, Defendant responds that after a diligent search  
12 and reasonable inquiry, Defendant is unable to locate any responsive documents.

13 **INTERROGATORY NO. 165 (MISNUMBERED AS INTERROGATORY NO. 24):**

14 IDENTIFY ALL PERSONS having knowledge of YOUR responses to the last three  
15 interrogatories.

16 **RESPONSE TO INTERROGATORY NO. 165 (MISNUMBERED AS**  
17 **INTERROGATORY NO. 24):**

18 Defendant objects to this Interrogatory:

- 19 (a) on the grounds that it seeks information that is not relevant to the subject matter  
20 of this action and is not reasonably calculated to lead to the discovery of  
21 admissible evidence;  
22 (b) on the grounds that it is vague and ambiguous;  
23 (c) on the grounds it is burdensome, oppressive, and overly broad;  
24 (d) on the grounds that it is overly broad as to time;  
25 (e) to the extent that it seeks information that is not within the possession, custody, or  
26 control of Defendant;  
27 (f) on the grounds that it is argumentative;  
28 (g) on the grounds that it calls for a legal conclusion;



- 1 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
2 and/or proprietary business information and trade secrets that is protected from  
3 disclosure under case law, statute, regulation, order or otherwise;
- 4 (i) to the extent it seeks information, the disclosure of which would constitute an  
5 unwarranted invasion of the affected persons' constitutional, statutory and/or  
6 common law rights to personal privacy and confidentiality;
- 7 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
8 client privilege and/or attorney work-product doctrine; and
- 9 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
10 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
11 pursuant to Section 2030.050.

12 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 165 (MISNUMBERED AS**  
13 **INTERROGATORY NO. 24):**

14 Subject to and without waiving its objections, Defendant responds that due to overbroad  
15 nature of this interrogatory, it is impossible to identify all potentially responsive individuals.  
16 Nevertheless, Defendant responds that the General Managers of Defendant during the  
17 RELEVANT TIME PERIOD include: Mike Vandergoes and David Conforti.

18 **INTERROGATORY NO. 167 (MISNUMBERED AS INTERROGATORY NO. 26):**

19 Did Joey Kim ever go on FOOD RUNS for CLASS MEMBERS during the  
20 RELEVANT TIME PERIOD.

21 **RESPONSE TO INTERROGATORY NO. 167 (MISNUMBERED AS**  
22 **INTERROGATORY NO. 26):**

23 Defendant objects to this Interrogatory:

- 24 (a) on the grounds that it seeks information that is not relevant to the subject matter  
25 of this action and is not reasonably calculated to lead to the discovery of  
26 admissible evidence;
- 27 (b) on the grounds that it is vague and ambiguous;
- 28 (c) on the grounds it is burdensome, oppressive, and overly broad;

- 1 (d) on the grounds that it is overly broad as to time;
- 2 (e) to the extent that it seeks information that is not within the possession, custody, or
- 3 control of Defendant;
- 4 (f) on the grounds that it is argumentative;
- 5 (g) on the grounds that it calls for a legal conclusion;
- 6 (h) to the extent it seeks Defendant's private, confidential commercial, financial
- 7 and/or proprietary business information and trade secrets that is protected from
- 8 disclosure under case law, statute, regulation, order or otherwise;
- 9 (i) to the extent it seeks information, the disclosure of which would constitute an
- 10 unwarranted invasion of the affected persons' constitutional, statutory and/or
- 11 common law rights to personal privacy and confidentiality;
- 12 (j) to the extent it seeks information that is protected from disclosure by the attorney-
- 13 client privilege and/or attorney work-product doctrine; and
- 14 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California
- 15 Code of Civil Procedure Section 2030.030 without a sufficient declaration
- 16 pursuant to Section 2030.050.

17 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 165 (MISNUMBERED AS**

18 **INTERROGATORY NO. 26):**

19 Subject to and without waiving its objections, Defendant responds: Yes.

20 **INTERROGATORY NO. 168 (MISNUMBERED AS INTERROGATORY NO. 27):**

21 State ALL facts RELATING TO YOUR response to the last interrogatory.

22 **RESPONSE TO INTERROGATORY NO. 168 (MISNUMBERED AS**

23 **INTERROGATORY NO. 27):**

24 Defendant objects to this Interrogatory:

- 25 (a) on the grounds that it seeks information that is not relevant to the subject matter
- 26 of this action and is not reasonably calculated to lead to the discovery of
- 27 admissible evidence;
- 28 (b) on the grounds that it is vague and ambiguous;

- 1 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 2 (d) on the grounds that it is overly broad as to time;
- 3 (e) to the extent that it seeks information that is not within the possession, custody, or
- 4 control of Defendant;
- 5 (f) on the grounds that it is argumentative;
- 6 (g) on the grounds that it calls for a legal conclusion;
- 7 (h) to the extent it seeks Defendant's private, confidential commercial, financial
- 8 and/or proprietary business information and trade secrets that is protected from
- 9 disclosure under case law, statute, regulation, order or otherwise;
- 10 (i) to the extent it seeks information, the disclosure of which would constitute an
- 11 unwarranted invasion of the affected persons' constitutional, statutory and/or
- 12 common law rights to personal privacy and confidentiality;
- 13 (j) to the extent it seeks information that is protected from disclosure by the attorney-
- 14 client privilege and/or attorney work-product doctrine; and
- 15 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California
- 16 Code of Civil Procedure Section 2030.030 without a sufficient declaration
- 17 pursuant to Section 2030.050.

18 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 168 (MISNUMBERED AS**

19 **INTERROGATORY NO. 27):**

20 Subject to and without waiving its objections, Defendant responds that Joey Kim on

21 numerous occasions during the RELEVANT TIME PERIOD went on FOOD RUNS.

22 **INTERROGATORY NO. 169 (MISNUMBERED AS INTERROGATORY NO. 28):**

23 IDENTIFY ALL DOCUMENTS RELATING TO YOUR responses to the last two

24 interrogatories.

25 **RESPONSE TO INTERROGATORY NO. 169 (MISNUMBERED AS**

26 **INTERROGATORY NO. 28):**

27 Defendant objects to this Interrogatory:

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- 1 (a) on the grounds that it seeks information that is not relevant to the subject matter  
2 of this action and is not reasonably calculated to lead to the discovery of  
3 admissible evidence;
- 4 (b) on the grounds that it is vague and ambiguous;
- 5 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 6 (d) on the grounds that it is overly broad as to time;
- 7 (e) to the extent that it seeks information that is not within the possession, custody, or  
8 control of Defendant;
- 9 (f) on the grounds that it is argumentative;
- 10 (g) on the grounds that it calls for a legal conclusion;
- 11 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
12 and/or proprietary business information and trade secrets that is protected from  
13 disclosure under case law, statute, regulation, order or otherwise;
- 14 (i) to the extent it seeks information, the disclosure of which would constitute an  
15 unwarranted invasion of the affected persons' constitutional, statutory and/or  
16 common law rights to personal privacy and confidentiality;
- 17 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
18 client privilege and/or attorney work-product doctrine; and
- 19 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
20 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
21 pursuant to Section 2030.050.

22 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 169 (MISNUMBERED AS**  
23 **INTERROGATORY NO. 28):**

24 Subject to and without waiving its objections, Defendant responds that after a reasonable  
25 search and diligent inquiry, Defendant is unable to locate any responsive documents.

26 **INTERROGATORY NO. 170 (MISNUMBERED AS INTERROGATORY NO. 29):**

27 IDENTIFY ALL PERSONS having knowledge of YOUR responses to the last three  
28 interrogatories.

1 **RESPONSE TO INTERROGATORY NO. 170 (MISNUMBERED AS**

2 **INTERROGATORY NO. 29):**

3 Defendant objects to this Interrogatory:

- 4 (a) on the grounds that it seeks information that is not relevant to the subject matter  
5 of this action and is not reasonably calculated to lead to the discovery of  
6 admissible evidence;
- 7 (b) on the grounds that it is vague and ambiguous;
- 8 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 9 (d) on the grounds that it is overly broad as to time;
- 10 (e) to the extent that it seeks information that is not within the possession, custody, or  
11 control of Defendant;
- 12 (f) on the grounds that it is argumentative;
- 13 (g) on the grounds that it calls for a legal conclusion;
- 14 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
15 and/or proprietary business information and trade secrets that is protected from  
16 disclosure under case law, statute, regulation, order or otherwise;
- 17 (i) to the extent it seeks information, the disclosure of which would constitute an  
18 unwarranted invasion of the affected persons' constitutional, statutory and/or  
19 common law rights to personal privacy and confidentiality;
- 20 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
21 client privilege and/or attorney work-product doctrine; and
- 22 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
23 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
24 pursuant to Section 2030.050.

25 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 170 (MISNUMBERED AS**

26 **INTERROGATORY NO. 29):**

27 Subject to and without waiving its objections, Defendant responds that due to overbroad  
28 nature of this interrogatory, it is impossible to identify all potentially responsive individuals.



1 Nevertheless, Defendant responds: Joey Kim. Mr. Kim can be contacted through counsel for  
2 Defendant.

3 **INTERROGATORY NO. 171 (MISNUMBERED AS INTERROGATORY NO. 30):**

4 Did ANY of YOUR managers, supervisors, or agents ever go on FOOD RUNS for  
5 CLASS MEMBERS during the RELEVANT TIME PERIOD?

6 **RESPONSE TO INTERROGATORY NO. 171 (MISNUMBERED AS**  
7 **INTERROGATORY NO. 30):**

8 Defendant objects to this Interrogatory:

- 9 (a) on the grounds that it seeks information that is not relevant to the subject matter  
10 of this action and is not reasonably calculated to lead to the discovery of  
11 admissible evidence;
- 12 (b) on the grounds that it is vague and ambiguous;
- 13 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 14 (d) on the grounds that it is overly broad as to time;
- 15 (e) to the extent that it seeks information that is not within the possession, custody, or  
16 control of Defendant;
- 17 (f) on the grounds that it is argumentative;
- 18 (g) on the grounds that it calls for a legal conclusion;
- 19 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
20 and/or proprietary business information and trade secrets that is protected from  
21 disclosure under case law, statute, regulation, order or otherwise;
- 22 (i) to the extent it seeks information, the disclosure of which would constitute an  
23 unwarranted invasion of the affected persons' constitutional, statutory and/or  
24 common law rights to personal privacy and confidentiality;
- 25 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
26 client privilege and/or attorney work-product doctrine; and
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1 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
2 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
3 pursuant to Section 2030.050.

4 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 171 (MISNUMBERED AS**  
5 **INTERROGATORY NO. 30):**

6 Subject to and without waiving its objections, Defendant responds: Yes.

7 **INTERROGATORY NO. 172 (MISNUMBERED AS INTERROGATORY NO. 31):**

8 State ALL facts RELATING TO YOUR response to the last interrogatory.

9 **RESPONSE TO INTERROGATORY NO. 172 (MISNUMBERED AS**  
10 **INTERROGATORY NO. 31):**

11 Defendant objects to this Interrogatory:

- 12 (a) on the grounds that it seeks information that is not relevant to the subject matter  
13 of this action and is not reasonably calculated to lead to the discovery of  
14 admissible evidence;
- 15 (b) on the grounds that it is vague and ambiguous;
- 16 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 17 (d) on the grounds that it is overly broad as to time;
- 18 (e) to the extent that it seeks information that is not within the possession, custody, or  
19 control of Defendant;
- 20 (f) on the grounds that it is argumentative;
- 21 (g) on the grounds that it calls for a legal conclusion;
- 22 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
23 and/or proprietary business information and trade secrets that is protected from  
24 disclosure under case law, statute, regulation, order or otherwise;
- 25 (i) to the extent it seeks information, the disclosure of which would constitute an  
26 unwarranted invasion of the affected persons' constitutional, statutory and/or  
27 common law rights to personal privacy and confidentiality;
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- 1 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
2 client privilege and/or attorney work-product doctrine; and
- 3 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
4 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
5 pursuant to Section 2030.050.

6 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 172 (MISNUMBERED AS**  
7 **INTERROGATORY NO. 31):**

8 Subject to and without waiving its objections, Defendant responds that it is aware that its  
9 employees, including members of its management staff, picked up food and brought it back to  
10 the Club for themselves and/or other employees during the RELEVANT TIME PERIOD.

11 **INTERROGATORY NO. 173 (MISNUMBERED AS INTERROGATORY NO. 32):**

12 IDENTIFY ALL DOCUMENTS RELATING TO YOUR responses to the last two  
13 interrogatories.

14 **RESPONSE TO INTERROGATORY NO. 173 (MISNUMBERED AS**  
15 **INTERROGATORY NO. 32):**

16 Defendant objects to this Interrogatory:

- 17 (a) on the grounds that it seeks information that is not relevant to the subject matter  
18 of this action and is not reasonably calculated to lead to the discovery of  
19 admissible evidence;
- 20 (b) on the grounds that it is vague and ambiguous;
- 21 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 22 (d) on the grounds that it is overly broad as to time;
- 23 (e) to the extent that it seeks information that is not within the possession, custody, or  
24 control of Defendant;
- 25 (f) on the grounds that it is argumentative;
- 26 (g) on the grounds that it calls for a legal conclusion;
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- 1 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
2 and/or proprietary business information and trade secrets that is protected from  
3 disclosure under case law, statute, regulation, order or otherwise;
- 4 (i) to the extent it seeks information, the disclosure of which would constitute an  
5 unwarranted invasion of the affected persons' constitutional, statutory and/or  
6 common law rights to personal privacy and confidentiality;
- 7 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
8 client privilege and/or attorney work-product doctrine; and
- 9 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
10 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
11 pursuant to Section 2030.050.

12 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 173 (MISNUMBERED AS**  
13 **INTERROGATORY NO. 32):**

14 Subject to and without waiving its objections, Defendant responds that after a diligent  
15 search and reasonable inquiry, it is unable to locate any response documents.

16 **INTERROGATORY NO. 174 (MISNUMBERED AS INTERROGATORY NO. 33):**

17 IDENTIFY ALL PERSONS having knowledge of YOUR responses to the last three  
18 interrogatories.

19 **RESPONSE TO INTERROGATORY NO. 174 (MISNUMBERED AS**  
20 **INTERROGATORY NO. 33):**

21 Defendant objects to this Interrogatory:

- 22 (a) on the grounds that it seeks information that is not relevant to the subject matter  
23 of this action and is not reasonably calculated to lead to the discovery of  
24 admissible evidence;
- 25 (b) on the grounds that it is vague and ambiguous;
- 26 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 27 (d) on the grounds that it is overly broad as to time;

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- 1 (e) to the extent that it seeks information that is not within the possession, custody, or  
2 control of Defendant;
- 3 (f) on the grounds that it is argumentative;
- 4 (g) on the grounds that it calls for a legal conclusion;
- 5 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
6 and/or proprietary business information and trade secrets that is protected from  
7 disclosure under case law, statute, regulation, order or otherwise;
- 8 (i) to the extent it seeks information, the disclosure of which would constitute an  
9 unwarranted invasion of the affected persons' constitutional, statutory and/or  
10 common law rights to personal privacy and confidentiality;
- 11 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
12 client privilege and/or attorney work-product doctrine; and
- 13 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
14 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
15 pursuant to Section 2030.050.

16 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 174 (MISNUMBERED AS**  
17 **INTERROGATORY NO. 33)**

18 Subject to and without waiving its objections, Defendant responds that due to overbroad  
19 nature of this interrogatory, it is impossible to identify all potentially responsive individuals.  
20 Nevertheless, Defendant responds that the General Managers of Defendant during the  
21 RELEVANT TIME PERIOD include: Mike Vandergoes and David Conforti.

22 **INTERROGATORY NO. 180 (MISNUMBERED AS INTERROGATORY NO. 39):**

23 Describe how YOU trained or instructed YOUR managers, supervisors, and agents to  
24 comply with California wage-and-hour laws during the RELEVANT TIME PERIOD.

25 **RESPONSE TO INTERROGATORY NO. 180 (MISNUMBERED AS**  
26 **INTERROGATORY NO. 39):**

27 Defendant objects to this Interrogatory:



- 1 (a) on the grounds that it seeks information that is not relevant to the subject matter  
2 of this action and is not reasonably calculated to lead to the discovery of  
3 admissible evidence;
- 4 (b) on the grounds that it is vague and ambiguous;
- 5 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 6 (d) on the grounds that it is overly broad as to time;
- 7 (e) to the extent that it seeks information that is not within the possession, custody, or  
8 control of Defendant;
- 9 (f) on the grounds that it is argumentative;
- 10 (g) on the grounds that it calls for a legal conclusion;
- 11 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
12 and/or proprietary business information and trade secrets that is protected from  
13 disclosure under case law, statute, regulation, order or otherwise;
- 14 (i) to the extent it seeks information, the disclosure of which would constitute an  
15 unwarranted invasion of the affected persons' constitutional, statutory and/or  
16 common law rights to personal privacy and confidentiality;
- 17 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
18 client privilege and/or attorney work-product doctrine; and
- 19 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
20 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
21 pursuant to Section 2030.050.

22 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 180 (MISNUMBERED AS**  
23 **INTERROGATORY NO. 39)**

24 Subject to and without waiving its objections, Defendant responds that to the extent that  
25 this request refers to California's meal and rest break laws, all management staff during the  
26 RELEVANT TIME PERIOD was required to understand and implement the policies provided in  
27 the employee handbook.

1 **INTERROGATORY NO. 181 (MISNUMBERED AS INTERROGATORY NO. 40):**

2 State ALL facts RELATING TO YOUR RESPONSE to the last interrogatory.

3 **RESPONSE TO INTERROGATORY NO. 181 (MISNUMBERED AS**

4 **INTERROGATORY NO. 40):**

5 Defendant objects to this Interrogatory:

- 6 (a) on the grounds that it seeks information that is not relevant to the subject matter  
7 of this action and is not reasonably calculated to lead to the discovery of  
8 admissible evidence;
- 9 (b) on the grounds that it is vague and ambiguous;
- 10 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 11 (d) on the grounds that it is overly broad as to time;
- 12 (e) to the extent that it seeks information that is not within the possession, custody, or  
13 control of Defendant;
- 14 (f) on the grounds that it is argumentative;
- 15 (g) on the grounds that it calls for a legal conclusion;
- 16 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
17 and/or proprietary business information and trade secrets that is protected from  
18 disclosure under case law, statute, regulation, order or otherwise;
- 19 (i) to the extent it seeks information, the disclosure of which would constitute an  
20 unwarranted invasion of the affected persons' constitutional, statutory and/or  
21 common law rights to personal privacy and confidentiality;
- 22 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
23 client privilege and/or attorney work-product doctrine; and
- 24 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
25 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
26 pursuant to Section 2030.050.
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1 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 181 (MISNUMBERED AS**  
2 **INTERROGATORY NO. 40)**

3 Subject to and without waiving its objections, Defendant responds that it was its policy  
4 during the RELEVANT TIME PERIOD that all management staff was required to understand  
5 and implement the policies provided in the employee handbook.

6 **INTERROGATORY NO. 182 (MISNUMBERED AS INTERROGATORY NO. 41):**

7 IDENTIFY ALL DOCUMENTS RELATING TO YOUR responses to the last  
8 interrogatory.

9 **RESPONSE TO INTERROGATORY NO. 182 (MISNUMBERED AS**  
10 **INTERROGATORY NO. 41):**

11 Defendant objects to this Interrogatory:

- 12 (a) on the grounds that it seeks information that is not relevant to the subject matter  
13 of this action and is not reasonably calculated to lead to the discovery of  
14 admissible evidence;
- 15 (b) on the grounds that it is vague and ambiguous;
- 16 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 17 (d) on the grounds that it is overly broad as to time;
- 18 (e) to the extent that it seeks information that is not within the possession, custody, or  
19 control of Defendant;
- 20 (f) on the grounds that it is argumentative;
- 21 (g) on the grounds that it calls for a legal conclusion;
- 22 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
23 and/or proprietary business information and trade secrets that is protected from  
24 disclosure under case law, statute, regulation, order or otherwise;
- 25 (i) to the extent it seeks information, the disclosure of which would constitute an  
26 unwarranted invasion of the affected persons' constitutional, statutory and/or  
27 common law rights to personal privacy and confidentiality;
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- 1 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
2 client privilege and/or attorney work-product doctrine; and
- 3 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
4 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
5 pursuant to Section 2030.050.

6 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 182 (MISNUMBERED AS**  
7 **INTERROGATORY NO. 41)**

8 Subject to and without waiving its objections, Defendant responds that due to the  
9 overbroad nature of this interrogatory, it is impossible to identify all potentially responsive  
10 documents. Nevertheless, Defendant responds that its meal and rest break policy during the  
11 RELEVANT TIME PERIOD can be found in the employee handbooks previously produced by  
12 Defendant, documents Bates stamped DLM00005-000046 and 00047-00081.

13 **INTERROGATORY NO. 183 (MISNUMBERED AS INTERROGATORY NO. 42):**

14 IDENTIFY ALL PERSONS having knowledge of YOUR responses to the last three  
15 interrogatories.

16 **RESPONSE TO INTERROGATORY NO. 183 (MISNUMBERED AS**  
17 **INTERROGATORY NO. 42):**

18 Defendant objects to this Interrogatory:

- 19 (a) on the grounds that it seeks information that is not relevant to the subject matter  
20 of this action and is not reasonably calculated to lead to the discovery of  
21 admissible evidence;
- 22 (b) on the grounds that it is vague and ambiguous;
- 23 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 24 (d) on the grounds that it is overly broad as to time;
- 25 (e) to the extent that it seeks information that is not within the possession, custody, or  
26 control of Defendant;
- 27 (f) on the grounds that it is argumentative;
- 28 (g) on the grounds that it calls for a legal conclusion;

- 1 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
2 and/or proprietary business information and trade secrets that is protected from  
3 disclosure under case law, statute, regulation, order or otherwise;
- 4 (i) to the extent it seeks information, the disclosure of which would constitute an  
5 unwarranted invasion of the affected persons' constitutional, statutory and/or  
6 common law rights to personal privacy and confidentiality;
- 7 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
8 client privilege and/or attorney work-product doctrine; and
- 9 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
10 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
11 pursuant to Section 2030.050.

12 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 183 (MISNUMBERED AS**  
13 **INTERROGATORY NO. 42)**

14 Subject to and without waiving its objections. Defendant responds that due to overbroad  
15 nature of this interrogatory, it is impossible to identify all potentially responsive individuals.  
16 Nevertheless, Defendant responds that the General Managers of Defendant during the  
17 RELEVANT TIME PERIOD include: Mike Vandergoes and David Conforti.

18 **INTERROGATORY NO. 184 (MISNUMBERED AS INTERROGATORY NO. 43):**

19 Describe how YOU made sure YOUR managers, supervisors, and agents complied with  
20 California wage-and-hour laws during the RELEVANT TIME PERIOD.

21 **RESPONSE TO INTERROGATORY NO. 184 (MISNUMBERED AS**  
22 **INTERROGATORY NO. 43):**

23 Defendant objects to this Interrogatory:

- 24 (a) on the grounds that it seeks information that is not relevant to the subject matter  
25 of this action and is not reasonably calculated to lead to the discovery of  
26 admissible evidence;
- 27 (b) on the grounds that it is vague and ambiguous;
- 28 (c) on the grounds it is burdensome, oppressive, and overly broad;



- 1 (d) on the grounds that it is overly broad as to time;
- 2 (e) to the extent that it seeks information that is not within the possession, custody, or
- 3 control of Defendant;
- 4 (f) on the grounds that it is argumentative;
- 5 (g) on the grounds that it calls for a legal conclusion;
- 6 (h) to the extent it seeks Defendant's private, confidential commercial, financial
- 7 and/or proprietary business information and trade secrets that is protected from
- 8 disclosure under case law, statute, regulation, order or otherwise;
- 9 (i) to the extent it seeks information, the disclosure of which would constitute an
- 10 unwarranted invasion of the affected persons' constitutional, statutory and/or
- 11 common law rights to personal privacy and confidentiality;
- 12 (j) to the extent it seeks information that is protected from disclosure by the attorney-
- 13 client privilege and/or attorney work-product doctrine; and
- 14 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California
- 15 Code of Civil Procedure Section 2030.030 without a sufficient declaration
- 16 pursuant to Section 2030.050.

17 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 184 (MISNUMBERED AS**

18 **INTERROGATORY NO. 43)**

19 Subject to and without waiving its objections, Defendant responds that it was its policy

20 during the RELEVANT TIME PERIOD to inform its employees of its policies through its

21 employee handbook and utilize its disciplinary practices in the event it became aware of a failure

22 of an employee to follow its policies.

23 **INTERROGATORY NO. 185 (MISNUMBERED AS INTERROGATORY NO. 44):**

24 State ALL facts RELATING TO YOUR response to the last interrogatory.

25 **RESPONSE TO INTERROGATORY NO. 185 (MISNUMBERED AS**

26 **INTERROGATORY NO. 44):**

27 Defendant objects to this Interrogatory:

28

- 1 (a) on the grounds that it seeks information that is not relevant to the subject matter  
2 of this action and is not reasonably calculated to lead to the discovery of  
3 admissible evidence;
- 4 (b) on the grounds that it is vague and ambiguous;
- 5 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 6 (d) on the grounds that it is overly broad as to time;
- 7 (e) to the extent that it seeks information that is not within the possession, custody, or  
8 control of Defendant;
- 9 (f) on the grounds that it is argumentative;
- 10 (g) on the grounds that it calls for a legal conclusion;
- 11 (h) to the extent it seeks Defendant's private, confidential commercial, financial  
12 and/or proprietary business information and trade secrets that is protected from  
13 disclosure under case law, statute, regulation, order or otherwise;
- 14 (i) to the extent it seeks information, the disclosure of which would constitute an  
15 unwarranted invasion of the affected persons' constitutional, statutory and/or  
16 common law rights to personal privacy and confidentiality;
- 17 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
18 client privilege and/or attorney work-product doctrine; and
- 19 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
20 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
21 pursuant to Section 2030.050.

22 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 185 (MISNUMBERED AS**  
23 **INTERROGATORY NO. 44)**

24 Subject to and without waiving its objections, Defendant responds that it was its policy  
25 during the RELEVANT TIME PERIOD to require employees to follow its policies as provided  
26 in its employee handbook and to utilize its disciplinary practices in the event it became aware of  
27 a failure of an employee to follow its policies. In its employee handbook, Defendant specifically  
28

1 references the “refusal or inability to comply with club rules, policies or procedures” as a  
2 violation of the Club’s work rules for which an employee is subject to discipline.

3 **INTERROGATORY NO. 186 (MISNUMBERED AS INTERROGATORY NO. 45):**

4 IDENTIFY ALL DOCUMENTS RELATING TO YOUR responses to the last two  
5 interrogatories.

6 **RESPONSE TO INTERROGATORY NO. 186 (MISNUMBERED AS**  
7 **INTERROGATORY NO. 45):**

8 Defendant objects to this Interrogatory:

- 9 (a) on the grounds that it seeks information that is not relevant to the subject matter  
10 of this action and is not reasonably calculated to lead to the discovery of  
11 admissible evidence;
- 12 (b) on the grounds that it is vague and ambiguous;
- 13 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 14 (d) on the grounds that it is overly broad as to time;
- 15 (e) to the extent that it seeks information that is not within the possession, custody, or  
16 control of Defendant;
- 17 (f) on the grounds that it is argumentative;
- 18 (g) on the grounds that it calls for a legal conclusion;
- 19 (h) to the extent it seeks Defendant’s private, confidential commercial, financial  
20 and/or proprietary business information and trade secrets that is protected from  
21 disclosure under case law, statute, regulation, order or otherwise;
- 22 (i) to the extent it seeks information, the disclosure of which would constitute an  
23 unwarranted invasion of the affected persons’ constitutional, statutory and/or  
24 common law rights to personal privacy and confidentiality;
- 25 (j) to the extent it seeks information that is protected from disclosure by the attorney-  
26 client privilege and/or attorney work-product doctrine; and
- 27  
28

1 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California  
2 Code of Civil Procedure Section 2030.030 without a sufficient declaration  
3 pursuant to Section 2030.050.

4 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 186 (MISNUMBERED AS**  
5 **INTERROGATORY NO. 45)**

6 Subject to and without waiving its objections, Defendant responds that due to the  
7 overbroad nature of this interrogatory, it is impossible to identify all potentially responsive  
8 documents. Nevertheless, Defendant responds that its meal break, rest break, and disciplinary  
9 policies during the RELEVANT TIME PERIOD can be found in the employee handbooks  
10 previously produced by Defendant, documents Bates stamped DLM00005-000046 and 00047-  
11 00081.

12 **INTERROGATORY NO. 187 (MISNUMBERED AS INTERROGATORY NO. 46):**

13 IDENTIFY ALL PERSONS having knowledge of YOUR responses to the last three  
14 interrogatories.

15 **RESPONSE TO INTERROGATORY NO. 187 (MISNUMBERED AS**  
16 **INTERROGATORY NO. 46):**

17 Defendant objects to this Interrogatory:


- 18 (a) on the grounds that it seeks information that is not relevant to the subject matter  
19 of this action and is not reasonably calculated to lead to the discovery of  
20 admissible evidence;
- 21 (b) on the grounds that it is vague and ambiguous;
- 22 (c) on the grounds it is burdensome, oppressive, and overly broad;
- 23 (d) on the grounds that it is overly broad as to time;
- 24 (e) to the extent that it seeks information that is not within the possession, custody, or  
25 control of Defendant;
- 26 (f) on the grounds that it is argumentative;
- 27 (g) on the grounds that it calls for a legal conclusion;
- 28

- 1 (h) to the extent it seeks Defendant's private, confidential commercial, financial
- 2 and/or proprietary business information and trade secrets that is protected from
- 3 disclosure under case law, statute, regulation, order or otherwise;
- 4 (i) to the extent it seeks information, the disclosure of which would constitute an
- 5 unwarranted invasion of the affected persons' constitutional, statutory and/or
- 6 common law rights to personal privacy and confidentiality;
- 7 (j) to the extent it seeks information that is protected from disclosure by the attorney-
- 8 client privilege and/or attorney work-product doctrine; and
- 9 (k) on the grounds that it exceeds the limit of 35 interrogatories set by California
- 10 Code of Civil Procedure Section 2030.030 without a sufficient declaration
- 11 pursuant to Section 2030.050.

12 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 187 (MISNUMBERED AS**  
13 **INTERROGATORY NO. 46)**

14 Subject to and without waiving its objections. Defendant responds that due to overbroad  
15 nature of this interrogatory, it is impossible to identify all potentially responsive individuals.  
16 Nevertheless, Defendant responds that the General Managers of Defendant during the  
17 RELEVANT TIME PERIOD include: Mike Vandergoes and David Conforti.

18  
19 DATED: June 10, 2011

20 By:   
21 JILL A. MARTIN  
22 Attorneys for Defendant  
23 VH PROPERTY CORP.  
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**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am a resident of the State of California, over the age of 18 years, and not a party to the within action. My business address is One Ocean Trails Drive, Rancho Palos Verdes, CA 90275.

On June 10, 2011, I served the following described as **DEFENDANT VH PROPERTY CORP.'S 2<sup>nd</sup> SUPPLEMENTAL RESPONSES TO PLAINTIFF'S SPECIAL INTERROGATORIES, SET TWO** on the interested parties in this action:

by placing the true copies thereof enclosed in sealed envelopes, addressed as stated on the following mailing list:

Jeffrey W. Cowan, Esq.  
The Cowan Law Firm  
1541 Ocean Avenue, Suite 200  
Santa Monica, CA 90401

Anthony J. Orshansky, Esq.  
Orshansky & Yeremian LLP  
16133 Ventura Blvd., Suite 1245  
Encino, CA 91436

(VIA U.S. MAIL)

I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage fully prepaid.

As follows: I am "readily familiar" with Trump National Golf Club's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the same day with postage thereon fully prepaid at Rancho Palos Verdes, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after day of deposit for mailing in affidavit.

Executed June 10, 2011 at Rancho Palos Verdes, California.

(STATE) I declare under penalty under the laws of the State of California that the above is true and accurate.

  
Jenny Guzman

# **Exhibit B**

1 GLENN L. BRIGGS (SBN 174497)  
2 HODEL BRIGGS WINTER LLP  
3 8105 Irvine Center Drive  
4 Suite 1400  
5 Irvine, CA 92618  
6 T: 949.450.8040  
7 F: 949.450.8033  
8  
9 JILL A. MARTIN (SBN 245626)  
10 c/o Trump National Golf Club Los Angeles  
11 One Ocean Trails Drive  
12 Rancho Palos Verdes, CA 90275  
13 T: (310) 303-3225  
14 F: (310) 265-5522

15 Attorneys for Defendant  
16 VH PROPERTY CORP., dba TRUMP NATIONAL  
17 GOLF CLUB

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
19 COUNTY OF LOS ANGELES

20 DAVE S. PERRY on behalf of himself  
21 and others similarly situated,  
22 Plaintiff,  
23  
24 v.  
25 VH PROPERTY CORP., a Delaware  
26 corporation doing business as TRUMP  
27 NATIONAL GOLF CLUB, and DOES 1 to  
28 50, inclusive,  
29 Defendants.

Case No. BC403087  
  
(Originally assigned case No. BC408999) prior  
to consolidation)  
  
ASSIGNED TO HON. MARK V. MOONEY,  
DEPT. 68  
  
**DEFENDANT VH PROPERTY CORP.'S  
RESPONSES TO PLAINTIFF'S SPECIAL  
INTERROGATORIES, SET THREE**  
  
Trial Date: None Set  
Complaint Filed: March 5, 2009

30 PROPOUNDING PARTY: Plaintiff DAVID S. PERRY  
31 RESPONDING PARTY: Defendant, VH PROPERTY CORP., dba TRUMP  
32 NATIONAL GOLF CLUB  
33 SET NUMBER: Three

34 ///  
35 ///

1 Pursuant to California Code of Civil Procedure Sections 2031.210, *et seq.*, Defendant V H  
2 Property Corp. dba Trump National Golf Club (hereinafter "Defendant"), hereby responds to  
3 Plaintiff Dave S. Perry's (hereinafter "Plaintiff") Special Interrogatories (Set Three) as follows.

4 **PRELIMINARY STATEMENT**

5 Defendant has not completed its investigation relating to this action, has not completed  
6 discovery in this action, and has not completed preparation for trial. As discovery proceeds,  
7 facts, information, evidence, documents and things may be discovered which are not set forth in  
8 these responses, but which may have been responsive to these Special Interrogatories. The  
9 following responses are based on Defendant's knowledge, information and belief at this time and  
10 are complete based on Defendant's best knowledge at this time. Furthermore, these responses  
11 were prepared based on Defendant's good faith interpretation and understanding of the  
12 individual Interrogatories and are subject to correction for inadvertent errors or omissions, if any.  
13 Defendant reserves the right to refer to, to conduct discovery with reference to, or to offer into  
14 evidence at the time of trial, any and all facts, evidence, documents and things developed during  
15 the course of discovery and trial preparation, notwithstanding the reference to facts, evidence,  
16 documents and things in these responses.

17 Defendant assumes no obligation to voluntarily supplement or amend these responses to  
18 reflect information, evidence, documents or things discovered following service of these  
19 responses. Nevertheless, these responses are given without prejudice to subsequent revision or  
20 supplementation, including objections, based upon any information, evidence and documentation  
21 which hereinafter may be discovered.

22 **DEFENDANT'S GENERAL OBJECTIONS**

23 Defendant interposes the following general objections to Plaintiff's Special  
24 Interrogatories. These objections are made to the Special Interrogatories in general and to each  
25 of the specific responses which are set forth below.

26 1. Defendant objects to Plaintiff's Special Interrogatories as a whole, and to each  
27 Interrogatory contained therein, to the extent that they request information that is protected from  
28

1 disclosure by the attorney-client privilege, the attorney work product doctrine and/or any other  
2 applicable privilege or immunity.

3 2. Defendant objects to Plaintiff's Special Interrogatories as a whole, and to each  
4 Interrogatory contained therein, to the extent that they request information, the disclosure of  
5 which would constitute an unwarranted invasion of the affected person's constitutional, statutory  
6 and/or common law rights to personal privacy and confidentiality.

7 3. Defendant further objects to Plaintiff's Special Interrogatories as a whole, and to  
8 each Interrogatory contained therein, to the extent that they seek private, privileged, and  
9 confidential commercial, financial, and/or proprietary business information.

10 4. Defendant objects to Plaintiff's Special Interrogatories as a whole, and to each  
11 Interrogatory contained therein, to the extent that they are overbroad as to time and scope, and/or  
12 unduly burdensome and oppressive.

13 5. Defendant objects to Plaintiff's Special Interrogatories as a whole, and to each  
14 Interrogatory contained therein, to the extent that they are irrelevant and immaterial to the  
15 pending action and are not reasonably calculated to lead to the discovery of admissible evidence,  
16 Defendant further objects to Plaintiff's Special Interrogatories as a whole, and to each  
17 Interrogatory contained therein, to the extent that they are vague and ambiguous, and/or  
18 unintelligible, in the context of this matter.

19 6. Defendant objects to Plaintiff's Special Interrogatories as a whole, and to each  
20 Interrogatory contained therein, to the extent that they seek information that is not within the  
21 possession, custody, or control of Defendant.

22 7. Defendant objects to Plaintiff's Special Interrogatories as a whole, and to each  
23 Interrogatory contained therein, to the extent that they violate the Code of Civil Procedure  
24 section 2030.060(d) in that the interrogatories are not full and complete in and of themselves.

25 8. Defendant objects to Plaintiff's definition of "DEFENDANT," "YOU," "YOUR,"  
26 "YOURS," or "RESPONDING PARTY" on the grounds that it is overbroad in that it includes  
27 entities other than VH Property Corp., the entity to which Plaintiff propounded these Special  
28 Interrogatories. To the extent that VH Property Corp. responds to an interrogatory, it does so



1 interpreting "DEFENDANT," "YOU," "YOUR," "YOURS," and "RESPONDING PARTY" to  
2 mean VH Property Corp. and no other entity or individual.

3 **RESPONSES TO SPECIAL INTERROGATORIES**

4 **SPECIAL INTERROGATORY NO. 204:**

5 Identify by name each department or subdivision of VH PROPERTY CORP. that  
6 employed CLASS MEMBERS during the RELEVANT TIME PERIOD.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 204:**

8 Defendant objects to this request on the grounds that as defined by Plaintiff and in the  
9 context of this Request, the term "CLASS MEMBERS" is vague, ambiguous, and overbroad and  
10 thereby renders this Request unintelligible. Defendant further objects on the grounds that it is  
11 vague and ambiguous as to the terms "department" and "subdivision."

12 Subject to and without waiving its objections, Defendant responds that it records hourly-  
13 paid employees (excluding employees who worked in non-Club related positions, such as  
14 positions related to construction of homes) as working in one of the following departments: Food  
15 & Beverage front of the house; Kitchen; Administration; Golf; Outside Services; Banquets;  
16 Course Maintenance/ Greenskeepers; Habitat/Landscaping; Deli; Club house maintenance;  
17 Security; and Sales.

18 **SPECIAL INTERROGATORY NO. 205:**

19 For each department or subdivision identified in YOUR response to the previous  
20 interrogatory, state the total number of CLASS MEMBERS that YOU employed in that  
21 department or subdivision during the RELEVANT TIME PERIOD.

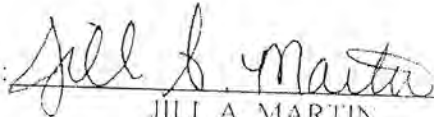
22 **RESPONSE TO SPECIAL INTERROGATORY NO. 205:**

23 Defendant objects to this request on the grounds that as defined by Plaintiff and in the  
24 context of this Request, the term "CLASS MEMBERS" is vague, ambiguous, and overbroad and  
25 thereby renders this Request unintelligible. Defendant further objects on the grounds that it is  
26 vague and ambiguous as to the terms "department" and "subdivision."

1 Subject to and without waiving its objections, Defendant responds that the estimated  
2 number of hourly-paid employees who have worked in the departments identified in Response to  
3 Special Interrogatory No. 204 since December 2, 2004 are:

- 4 Food & Beverage front of the house: 215
- 5 Kitchen: 107
- 6 Administration: 5
- 7 Golf: 29
- 8 Outside Services: 113
- 9 Banquets: 58
- 10 Course Maintenance/ Greenskeepers: 71
- 11 Habitat/Landscaping: 14
- 12 Deli: 37
- 13 Club house maintenance: 35
- 14 Security: 52
- 15 Sales: 15

16  
17 DATED: August 11, 2011

18 By: 

JILL A. MARTIN  
Attorneys for Defendant  
VH PROPERTY CORP

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VERIFICATION

STATE OF CALIFORNIA            )  
  )    ss  
COUNTY OF LOS ANGELES        )

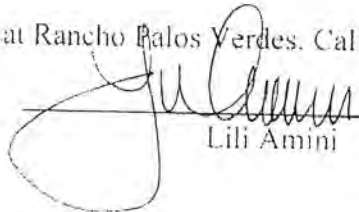
I, Lili Amini, declare as follows:

I have read **DEFENDANT VH PROPERTY CORP.'S REPSONES TO PLAINTIFF DAVE S. PERRY'S SEPCIAL INTERROGATORIES, SET THREE.**

I am the General Manager of Trump National Golf Club Los Angeles, a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

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

Executed on August 11, 2011, at Rancho Palos Verdes, California.

  
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Lili Amini

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**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am a resident of the State of California, over the age of 18 years, and not a party to the within action. My business address is One Ocean Trails Drive, Rancho Palos Verdes, CA 90275

On August 1<sup>st</sup>, 2011, I served the following described as **DEFENDANT V H PROPERTY CORP.'S RESPONSES TO PLAINTIFF'S SPECIAL INTERROGATORIES, SET THREE** on the interested parties in this action:

by placing the true copies thereof enclosed in sealed envelopes, addressed as stated on the following mailing list:

Jeffrey W. Cowan, Esq.  
The Cowan Law Firm  
1541 Ocean Avenue, Suite 200  
Santa Monica, CA 90401

Anthony J. Orshansky, Esq.  
Orshansky & Yeremian LLP  
16133 Ventura Blvd., Suite 1245  
Encino, CA 91436

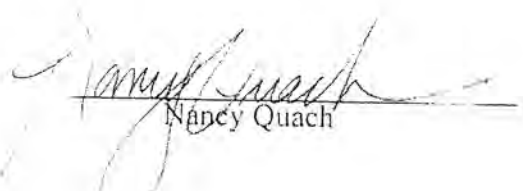
(VIA U.S. MAIL)

I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage fully prepaid.

As follows: I am "readily familiar" with Trump National Golf Club's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the same day with postage thereon fully prepaid at Rancho Palos Verdes, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after day of deposit for mailing in affidavit.

Executed August 1<sup>st</sup>, 2011 at Rancho Palos Verdes, California.

(STATE) I declare under penalty under the laws of the State of California that the above is true and accurate.

  
\_\_\_\_\_  
Nancy Quach

# **Exhibit C**



1 GLENN L. BRIGGS (SBN 174497)  
HODEL BRIGGS WINTER LLP  
2 8105 Irvine Center Drive  
Suite 1400  
3 Irvine, CA 92618  
T: 949.450.8040  
4 F: 949.450.8033

5 JILL A. MARTIN (SBN 245626)  
c/o Trump National Golf Club Los Angeles  
6 One Ocean Trails Drive  
Rancho Palos Verdes, CA 90275  
7 T: (310) 303-3225  
F: (310) 265-5522

8 Attorneys for Defendant  
9 VH PROPERTY CORP., dba TRUMP NATIONAL  
GOLF CLUB

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF LOS ANGELES

13 DAVE S. PERRY on behalf of himself  
14 and others similarly situated,  
Plaintiff,

15 v.

16 VH PROPERTY CORP., a Delaware  
17 corporation doing business as TRUMP  
NATIONAL GOLF CLUB, and DOES 1 to  
18 50, inclusive,  
Defendants.

Case No. BC403087

(Originally assigned case No. BC408999 prior  
to consolidation)

ASSIGNED TO HON. MARK V. MOONEY,  
DEPT. 68

**DEFENDANT VH PROPERTY CORP.'S  
RESPONSES TO PLAINTIFF'S REQUEST  
FOR ADMISSIONS, SET ONE**

Trial Date: None Set

Complaint Filed: March 5, 2009

22 PROPOUNDING PARTY: Plaintiff, DAVE S. PERRY  
23 RESPONDING PARTY: Defendant, VH PROPERTY CORP., dba TRUMP  
24 NATIONAL GOLF CLUB  
25 SET NUMBER: ONE

26 Pursuant to Code of Civil Procedure Section 2033.210, *et seq.*, Defendant VH Property  
27 Corp. ("Defendant"), hereby responds, for itself alone and no other entity, to Plaintiff Dave  
28 Perry's ("Plaintiff") Request for Admissions, Set One propounded as follows:



1           2.     Defendant objects to the Request for Admissions generally, and to each Request  
2 for Admission specifically, to the extent they seek information protected by the attorney-client  
3 privilege, the attorney-work-product doctrine, and/or other applicable privileges.

4           3.     Defendant objects to the Request for Admissions generally, and to each Request  
5 for Admission specifically, to the extent they seek confidential, trade secret, proprietary,  
6 financial, or commercially sensitive information, the disclosure of which would constitute an  
7 invasion of the constitutionally-protected right of privacy or could result in substantial  
8 competitive injury to Defendant or breach by Defendant of an obligation to another to maintain  
9 such information as confidential.

10          4.     Defendant objects to the Request for Admissions generally, and to each Request  
11 for Admission specifically, to the extent that they call for information that is neither relevant nor  
12 reasonably calculated to lead to the discovery of admissible evidence.

13          5.     Defendant objects to the Request for Admissions generally, and to each Request  
14 for Admission specifically, to the extent that they are vague, ambiguous, overbroad, and/or  
15 unduly burdensome.

16           Subject to the foregoing General Objections, which are incorporated into each specific  
17 response below, Defendant responds, for itself alone, as follows:

18                           **RESPONSES TO REQUESTS FOR ADMISSIONS**

19           **REQUEST FOR ADMISSION NO. 1:**

20           Admit that from March 5, 2005 to March 5, 2009 CLASS MEMBERS did not clock out  
21 for any meal periods.

22           [“CLASS MEMBER” means all persons who are or have been employed as nonexempt  
23 hourly employees by YOU in the State of California.

24           “DEFENDANT,” “YOU,” “YOUR,” “YOURS,” or “RESPONDING PARTY,” refers to  
25 Defendant VH PROPERTY CORP.]

26           **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

27           Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
28 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase

1 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
2 on the grounds that a response to this request would require Defendant to review every time card  
3 for every non-exempt employee from March 5, 2005 to March 5, 2009, making this request  
4 unduly burdensome, especially in light of the fact that Defendant has previously produced time  
5 records for its non-exempt employees.

6 Subject to and without waiving its objections, Defendant admits only that two or more  
7 CLASS MEMBERS did not clock out and in for a meal period on an unspecified number of days  
8 during the four year period identified.

9 **REQUEST FOR ADMISSION NO. 2:**

10 Admit that from March 5, 2005 to March 5, 2009 YOU had a policy or practice of not  
11 requiring CLASS MEMBERS to clock out for meal periods.

12 **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

13 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
14 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
15 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
16 to this request on the grounds that it is compound.

17 Subject to and without waiving its objections, Defendant admits that from March 5, 2005  
18 to March 5, 2009, it had a practice of not requiring non-exempt employees to clock out for  
19 breaks.

20 **REQUEST FOR ADMISSION NO. 3:**

21 Admit that from March 5, 2005 to March 5, 2009 CLASS MEMBERS in YOUR Outside  
22 Services/Valet Department did not clock out for any meal periods.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

24 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
25 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
26 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
27 on the grounds that a response to this request would require Defendant to review every time card  
28 for every Outside Services/Valet Department employee from March 5, 2005 to March 5, 2009.



1 making this request unduly burdensome, especially in light of the fact that Defendant has  
2 previously produced time records for its non-exempt employees.

3 Subject to and without waiving its objections, Defendant admits only that two or more  
4 CLASS MEMBERS in its Outside Services/ Valet Department did not clock out and in for a  
5 meal period on an unspecified number of days during the four year period identified.

6 **REQUEST FOR ADMISSION NO. 4:**

7 Admit that from March 5, 2005 to March 5, 2009 CLASS MEMBERS in YOUR Kitchen  
8 Department did not clock out for any meal periods.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

10 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
11 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
12 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
13 on the grounds that a response to this request would require Defendant to review every time card  
14 for every non-exempt Kitchen Department employee from March 5, 2005 to March 5, 2009,  
15 making this request unduly burdensome, especially in light of the fact that Defendant has  
16 previously produced time records for its non-exempt employees.

17 Subject to and without waiving its objections, Defendant admits only that two or more  
18 CLASS MEMBERS in its Kitchen Department did not clock out and in for a meal period on an  
19 unspecified number of days during the four year period identified.

20 **REQUEST FOR ADMISSION NO. 5:**

21 Admit that from March 5, 2005 to March 5, 2009 CLASS MEMBERS in YOUR Food &  
22 Beverage Front of the House Department did not clock out for any meal periods.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

24 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
25 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
26 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
27 on the grounds that a response to this request would require Defendant to review every time card  
28 for every non-exempt Food & Beverage Front of the House Department employee from March 5,



1 2005 to March 5, 2009, making this request unduly burdensome, especially in light of the fact  
2 that Defendant has previously produced time records for its non-exempt employees.

3 Subject to and without waiving its objections, Defendant admits only that two or more  
4 CLASS MEMBERS in its Food & Beverage Department did not clock out and in for a meal  
5 period on an unspecified number of days during the four year period identified.

6 **REQUEST FOR ADMISSION NO. 6:**

7 Admit that from March 5, 2005 to March 5, 2009 CLASS MEMBERS in YOUR Deli  
8 Department did not clock out for any meal periods.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

10 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
11 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
12 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
13 on the grounds that a response to this request would require Defendant to review every time card  
14 for every non-exempt Deli Department employee from March 5, 2005 to March 5, 2009, making  
15 this request unduly burdensome, especially in light of the fact that Defendant has previously  
16 produced time records for its non-exempt employees.

17 Subject to and without waiving its objections, Defendant admits only that two or more  
18 CLASS MEMBERS in its Deli Department did not clock out and in for a meal period on an  
19 unspecified number of days during the four year period identified.

20 **REQUEST FOR ADMISSION NO. 7:**

21 Admit that from March 5, 2005 to March 5, 2009 CLASS MEMBERS in YOUR Sales  
22 Department did not clock out for any meal periods.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

24 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
25 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
26 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
27 on the grounds that a response to this request would require Defendant to review every time card  
28 for every non-exempt Sales employee from March 5, 2005 to March 5, 2009, making this request

1 unduly burdensome, especially in light of the fact that Defendant has previously produced time  
2 records for its non-exempt employees.

3 Subject to and without waiving its objections, Defendant admits only that two or more  
4 CLASS MEMBERS in its Sales Department did not clock out and in for a meal period on an  
5 unspecified number of days during the four year period identified.

6 **REQUEST FOR ADMISSION NO. 8:**

7 Admit that from March 5, 2005 to March 5, 2009 CLASS MEMBERS in YOUR Golf  
8 Department did not clock out for any meal periods.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

10 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
11 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
12 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
13 on the grounds that a response to this request would require Defendant to review every time card  
14 for every non-exempt Golf Department employee from March 5, 2005 to March 5, 2009, making  
15 this request unduly burdensome, especially in light of the fact that Defendant has previously  
16 produced time records for its non-exempt employees.

17 Subject to and without waiving its objections, Defendant admits only that two or more  
18 CLASS MEMBERS in its Golf Department did not clock out and in for a meal period on an  
19 unspecified number of days during the four year period identified.

20 **REQUEST FOR ADMISSION NO. 9:**

21 Admit that from March 5, 2005 to March 5, 2009 CLASS MEMBERS in YOUR Security  
22 Department did not clock out for any meal periods.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:**

24 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
25 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
26 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
27 on the grounds that a response to this request would require Defendant to review every time card  
28 for every non-exempt Security Department employee from March 5, 2005 to March 5, 2009,

1 making this request unduly burdensome, especially in light of the fact that Defendant has  
2 previously produced time records for its non-exempt employees.

3 Subject to and without waiving its objections, Defendant admits only that two or more  
4 CLASS MEMBERS in its Security Department did not clock out and in for a meal period on an  
5 unspecified number of days during the four year period identified.

6 **REQUEST FOR ADMISSION NO. 10:**

7 Admit that from March 5, 2005 to March 5, 2009 CLASS MEMBERS in YOUR  
8 Banquets Department did not clock out for any meal periods.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

10 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
11 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
12 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
13 on the grounds that a response to this request would require Defendant to review every time card  
14 for every non-exempt Banquets Department employee from March 5, 2005 to March 5, 2009,  
15 making this request unduly burdensome, especially in light of the fact that Defendant has  
16 previously produced time records for its non-exempt employees.

17 Subject to and without waiving its objections, Defendant admits only that two or more  
18 CLASS MEMBERS in its Banquets Department did not clock out and in for a meal period on an  
19 unspecified number of days during the four year period identified.

20 **REQUEST FOR ADMISSION NO. 11:**

21 Admit that from March 5, 2005 to March 5, 2009 CLASS MEMBERS in YOUR Course  
22 Maintenance/Greenskeepers Department did not clock out for any meal periods.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 11:**

24 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
25 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
26 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
27 on the grounds that a response to this request would require Defendant to review every time card  
28 for every non-exempt Course Maintenance/ Greenskeepers Department employee from March 5,

1 2005 to March 5, 2009, making this request unduly burdensome, especially in light of the fact  
2 that Defendant has previously produced time records for its non-exempt employees.

3 Subject to and without waiving its objections, Defendant admits only that two or more  
4 CLASS MEMBERS in its Course Maintenance/ Greenskeepers Department did not clock out  
5 and in for a meal period on an unspecified number of days during the four year period identified.

6 **REQUEST FOR ADMISSION NO. 12:**

7 Admit that from March 5, 2005 to March 5, 2005 CLASS MEMBERS in YOUR Club  
8 House Maintenance Department did not clock out for any meal periods.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 12:**

10 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
11 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
12 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
13 on the grounds that a response to this request would require Defendant to review every time card  
14 for every non-exempt Clubhouse Maintenance Department employee from March 5, 2005 to  
15 March 5, 2009, making this request unduly burdensome, especially in light of the fact that  
16 Defendant has previously produced time records for its non-exempt employees.

17 Subject to and without waiving its objections, Defendant admits only that two or more  
18 CLASS MEMBERS in its Clubhouse Maintenance Department did not clock out and in for a  
19 meal period on an unspecified number of days during the four year period identified.

20 **REQUEST FOR ADMISSION NO. 13:**

21 Admit that from March 5, 2005 to March 5, 2009 CLASS MEMBERS in YOUR  
22 Habitat/Landscaping Department did not clock out for any meal periods.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 13:**

24 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
25 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
26 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
27 on the grounds that a response to this request would require Defendant to review every time card  
28 for every non-exempt Habitat/Landscaping Department employee from March 5, 2005 to March



1 5, 2009, making this request unduly burdensome, especially in light of the fact that Defendant  
2 has previously produced time records for its non-exempt employees.

3 Subject to and without waiving its objections, Defendant admits only that two or more  
4 CLASS MEMBERS in its Habitat/ Landscaping Department did not clock out and in for a meal  
5 period on an unspecified number of days during the four year period identified.

6 **REQUEST FOR ADMISSION NO. 14:**

7 Admit from March 5, 2005 to March 5, 2009 CLASS MEMBERS in YOUR  
8 Construction Department did not clock out for any meal periods.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 14:**

10 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
11 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
12 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
13 on the grounds that a response to this request would require Defendant to review every time card  
14 for every non-exempt Construction Department employee from March 5, 2005 to March 5, 2009,  
15 making this request unduly burdensome, especially in light of the fact that Defendant has  
16 previously produced time records for its non-exempt employees.

17 Subject to and without waiving its objections, Defendant admits only that two or more  
18 CLASS MEMBERS in its Construction Department did not clock out and in for a meal period on  
19 an unspecified number of days during the four year period identified.

20 **REQUEST FOR ADMISSION NO. 15:**

21 Admit that from March 5, 2005 to March 5, 2009 CLASS MEMBERS in YOUR  
22 Administration Department did not clock out for any meal periods.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 15:**

24 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
25 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
26 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
27 on the grounds that a response to this request would require Defendant to review every time card  
28 for every non-exempt Administration Department employee from March 5, 2005 to March 5,



1 2009, making this request unduly burdensome, especially in light of the fact that Defendant has  
2 previously produced time records for its non-exempt employees.

3 Subject to and without waiving its objections, Defendant admits only that two or more  
4 CLASS MEMBERS in its Administration Department did not clock out and in for a meal period  
5 on an unspecified number of days during the four year period identified.

6 **REQUEST FOR ADMISSION NO. 16:**

7 Admit that from March 5, 2005 to March 5, 2009 YOU required CLASS MEMBERS to  
8 get permission from authorized supervisors before taking meal periods.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 16:**

10 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
11 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
12 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
13 on the grounds that due to the overbroad definition of CLASS MEMBERS, it is impossible to  
14 respond to this request because each supervisor for each department was responsible for deciding  
15 whether to require CLASS MEMBERS to obtain authorization before taking a meal period.  
16 Defendant further objects on the ground that this interrogatory is vague and ambiguous in its  
17 entirety.

18 Subject to and without waiving its objections, to the extent this request is seeking an  
19 admission that Defendant had a policy of requiring all non-exempt employees during the four  
20 year period identified to obtain permission before taking a meal period: Deny.

21 **REQUEST FOR ADMISSION NO. 17:**

22 Admit that from March 5, 2005 to March 5, 2009 YOU required CLASS MEMBERS to  
23 get permission from authorized supervisors to leave the premises of Trump National Golf Club  
24 during their meal periods.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 17:**

26 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
27 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
28 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant further

1 objects on the grounds that "Trump National Golf Club" is vague, ambiguous, and overbroad.  
2 Defendant also objects on the grounds that due to the overbroad definition of CLASS  
3 MEMBERS, it is impossible to respond to this request because each supervisor for each  
4 department was responsible for deciding whether to require CLASS MEMBERS to obtain  
5 authorization before leaving the premises of Trump National Golf Club Los Angeles. Defendant  
6 also objects on the grounds that this request is vague and ambiguous in its entirety.

7 Subject to and without waiving its objections, to the extent this request seeks an  
8 admission that during the four year period identified, Defendant had a policy of requiring all  
9 non-exempt employees to get permission before leaving the premises of Defendant for a meal  
10 period: Deny.

11 DATED: July 12, 2012  
12

13  
14 By Jill A. Martin  
15 Jill A. Martin  
16 Attorney for Defendant  
17 VH PROPERTY CORP.  
18  
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20  
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am a resident of the State of California, over the age of 18 years, and not a party to the  
4 within action. My business address is One Ocean Trails Drive, Rancho Palos Verdes, CA 90275.

5 On July 13, 2012, I served the following described as **DEFENDANT VH PROPERTY**  
6 **CORP'S RESPONSES TO PLAINTIFF'S REQUEST FOR ADMISSIONS, SET ONE** on  
the interested parties in this action:

7  by placing the true copies thereof enclosed in sealed envelopes, addressed as stated on the  
following mailing list:

8 Jeffrey W. Cowan, Esq.  
9 The Cowan Law Firm  
10 1541 Ocean Avenue, Suite 200  
Santa Monica, CA 90401

11 Anthony J. Orshansky, Esq.  
12 Orshansky & Yeremian LLP  
16133 Ventura Blvd., Suite 1245  
Encino, CA 91436

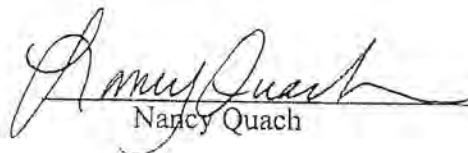
13  (VIA U.S. MAIL)

14  I deposited such envelope in the mail at Los Angeles, California. The envelope was  
15 mailed with postage fully prepaid.

16  As follows: I am "readily familiar" with Trump National Golf Club's practice of  
17 collection and processing correspondence for mailing. Under that practice it would be  
deposited with U.S. postal service on the same day with postage thereon fully prepaid at  
18 Rancho Palos Verdes, California in the ordinary course of business. I am aware that on  
motion of the party served, service is presumed invalid if postal cancellation date or  
postage meter date is more than one day after day of deposit for mailing in affidavit.

19 Executed July 13, 2012 at Rancho Palos Verdes, California.

20  (STATE) I declare under penalty under the laws of the State of California that the above  
21 is true and correct.

22   
23 Nancy Quach  
24  
25  
26  
27  
28

**Jeffrey W. Cowan, Esq.**



**Declaration of Jeffrey W. Cowan**

1. I Jeffrey W. Cowan declare that I am licensed to practice law in the State of California and also am admitted to practice in the District of Columbia (where I now am on inactive status). I practice law under the name The Cowan Law Firm.
2. I am trial counsel for Plaintiff Lucy Messerschmidt in this lawsuit. I have attended every deposition in this lawsuit and have either drafted or helped draft every document filed in this action. Accordingly, I have personal knowledge of the facts stated herein and, if sworn as a witness, I could and would testify competently thereto.
3. Attached hereto as Exhibit D are true and correct copies of pages 1, 7, and 146-147 from Donald Trump's autobiography *The Art of the Deal* (1<sup>st</sup> published in 1987).
4. Attached hereto as Exhibit E are true and correct copies of pages 1, 19-20, 47, 50, 54-60, 64, 66-69, 72-73, 95-99, 105-106, 116-117, 130-133, 146-147, 151-153, 163-164, 191-192, and deposition transcript corrections from the certified transcript of the deposition of Joel "Joey" Kim.
5. Attached hereto as Exhibit F are true and correct copies of pages 1, 19-22, 25-28, 36, 42-43, 45, 48-50, 52-56, 58-60, 62-64, 66, 68, 71-72, 75-77, 79, 81-83, 85-86, 89, 92-93, 96-103, 105, 109-115, 117-119, 122-125, 132-138, 141-146, 150-157, 159-161, 164-167, 171, 173, 177, 180, 182-183, 188-189, 190-192, 194, 205,-207, 231, 267-270, 275-276, 279 from the certified transcript of the deposition of Tom Sperandeo.
6. Attached hereto as Exhibit G are true and correct copies of pages 1, 57-59, 96, 106-107, 111-116, 118-119, 122, 124, 126-128, 130-132, 206-208, 210 from the certified transcript of the deposition of David Conforti.
7. Attached hereto as Exhibit H are true and correct copies of pages 1, 103-104, 106-107, 109, 112-113, 120-121, 125-128, 130-134, 137-143, 148-149 from the certified transcript of the deposition of Lili Amini.
8. Attached hereto as Exhibit I are true and correct copies of pages 1, 23, 34, 41-42, 52-53, 70-71, 80-81, 88-89, 108, 113-114, 121-122, 131, 133-134, 136, 141-144, 146-148, 152-153, 156-157, 165, 167-171, 181-184, 221-222 from the certified transcript of the

1 deposition of Mike van der Goes.

2 9. Attached hereto as Exhibit J is a true and correct copy of Defendant's response to  
3 Plaintiff's 1<sup>st</sup> set of Requests for Admission.

4 10. Attached hereto as Exhibit K is a true and correct copy of Defendant's response to  
5 Plaintiff's 1<sup>st</sup> set of form interrogatories (general).

6 **Witness intimidation at Trump**

7 11. I have personally telephoned many dozens of prospective class members (and  
8 interviewed dozens as well), and my staff has also called these persons for me. In  
9 approximately 2011, my (then) assistant, who is a licensed lawyer in two jurisdictions  
10 outside California, telephoned a putative class member (using information provided by  
11 Defendant Trump). Because this person spoke primarily Spanish, I engaged a translator  
12 named Carla Gonzalez (see her concurrently filed declaration) to help my law  
13 clerk/assistant interview this person. The translator reported that this employee said he  
14 could confirm the break violations that are at issue in this lawsuit but was unwilling to  
15 talk to me or get involved by signing a statement because he is a current employee,  
16 needed to keep his job, and had been told by his supervising manager that employees  
17 who talked about the lawsuit would be disciplined or fired. I later spoke to this  
18 worker's son, who shortly thereafter told me that his father had changed his mind. But  
19 when I arranged for Ms. Gonzalez to help my assistant interview the father again, he  
20 again declined to participate on stated grounds of fear of retaliation.

21 12. Attached hereto as Exhibit L is a true and correct copy of my October 17, 2011 letter to  
22 Trump's lawyer Jill Martin.

23 13. Attached hereto as Exhibit M is a true and correct copy of Jill Martin's October 21,  
24 2011 letter to me, and my November 18, 2011 reply to her.

25 14. I cross-examined Trump manager Joel "Joey" Kim at his June 22, 2012 deposition.  
26 Although Ms. Martin had claimed in her letter that all employees had been told that  
27 there were free to talk to plaintiff's counsel about this lawsuit without fear of retaliation,  
28 Mr. Kim (who is manager but also a putative member of the class for a portion of his

1 employment) testified that no one had ever communicated such a message to him. [See  
2 pages 114-117 from the Kim Depo.]

- 3 15. For this reason, and to the extent the Court is concerned by either the quantity of  
4 declarations Plaintiffs have submitted or the quantity of declarations that Trump may  
5 submit in opposition, we ask that it consider this testimony and weigh whether Trump  
6 has tampered with potential witnesses and to what extent such tampering should impact  
7 the Court's findings of fact.

8 **Trump's use of New York lawyers not licensed in California**

- 9 16. I have searched the California State Bar's membership records for the names of the  
10 three in-house lawyers at The Trump Organization in New York that Tom Sperandio  
11 testified were giving legal advice to Trump about employment law matters. None is  
12 listed as being licensed to practice law in California. Attached hereto as Exhibit N are  
13 true and correct copies of the search results for the names Bernard Diamond, Jason  
14 Greenblatt and Michael Boccio. I also ask that the Court judicially notice that these  
15 persons have never been licensed to practice law in California.

16 **My academic and professional qualifications**

- 17 17. I am a 1991 graduate of the UCLA School of Law, and I practiced law from the fall of  
18 1992 through August 2001 at Kendig & Ross in Century City, where I was an associate  
19 before making partner. Thereafter, I was Of Counsel to Hennelly & Grossfeld in the  
20 Pacific Palisades from October 2001 through September 2003. Both of my prior firms  
21 had "AV" ratings and practiced complex business litigation and employment law. At  
22 those firms, I defended class action lawsuits (and either got them dismissed or settled  
23 for nuisance dollars).
- 24 18. Since starting my own firm, I have expanded my practice to include the prosecution of  
25 class action lawsuits. I was plaintiff's co-counsel of record (with Andrew Friedman of  
26 Helmer Friedman) in the wage and hour class action lawsuit entitled *John Joseph Saint*  
27 *John v. Tatitlek Support Services*, USDC Case No. ED-CV08-1909-JZ (Rzx). That  
28 lawsuit – which included claims for the failure to allow meal and rest breaks – resulted

1 in a \$2.2 million settlement, which the Hon. Jack Zouhary approved in late 2011.

- 2 19. I also have taken (and continue to take) MCLE programs about class action lawsuits.  
3 These include a February 23, 2007 program of 6.25 hours sponsored by the Los Angeles  
4 County Bar Association, and a two day program on May 17 & 18 2012 sponsored by  
5 CLE International. In addition, other MCLE programs I have attended over the years  
6 included presentations or discussions about class action issues, including programs  
7 sponsored by the Los Angeles County Bar Association's Employment Law Section  
8 (e.g., a one hour presentation entitled "Ex Parte Communications in Class Actions:  
9 What Did You Say?" from the March 31, 2010 LACBA Employment Law Symposium).
- 10 20. Since 2003 I have had my own "AV" rating from Martindale Hubbell, and I have been  
11 named a "Southern California Super Lawyer" every year since 2007.
- 12 21. I have successfully litigated civil jury, bench trials and arbitrations to verdict (and won).
- 13 22. I also have prosecuted misdemeanor jury trials to verdict since 2001 as a *pro bono*  
14 deputy Los Angeles City Attorney, a deputy Inglewood City Attorney, and a deputy  
15 Ventura County D.A. through the Los Angeles County Bar's Trial Advocacy Program.
- 16 23. I have argued multiple cases before the 2<sup>nd</sup> District Court of Appeal, including two  
17 cases that resulted in published appellate decisions.
- 18 24. In addition, I have accepted invitations and spoken to lawyers at MCLE programs about  
19 employment law and discovery issues.
- 20 25. In light of the foregoing facts and professional experiences, I respectfully submit that I  
21 am qualified to serve as class counsel in this lawsuit.
- 22 26. This case has been consolidated with the related *Dave Perry* lawsuit. Mr. Perry's  
23 lawyers Orshansky & Yeremian and I agreed to collaborate and prosecute the class  
24 claims together as co-counsel. Accordingly, I respectfully ask the Court that it appoint  
25 my firm and Orshansky & Yeremian as joint class counsel.
- 26 27. Attached as Exhibits 1 and 2 respectively are true and correct copies of the 2003 and  
27 2006 Trump National Golf Club employee handbooks, which were marked (as exhibits  
28 1 and 2 in this case) and authenticated at multiple depositions in this case, including



1 those of Mike van der Goes, David Conforti, Lili Amini and Tom Sperandeo.

2 28. Attached as Exhibit 6 is a true and correct copy of former Trump general manager Ewa  
3 Hyjek's undated memo about "employee meals" that has been marked as Exhibit 6 at  
4 deposition in this case (and was authenticated at the deposition of Tom Sperandeo, on  
5 pp. 173-176) and previously marked as Exhibit 6 in this case.

6 29. Attached as Exhibit 8 a true and correct copy of the Trump 2008 "hostess training  
7 manual" that was authenticated at the deposition of Tom Sperandeo (p. 171:16-23) and  
8 previously marked as Exhibit 8 in this case.

9 30. Attached hereto as Exhibit 9 are printouts from the Trump National Golf Club website  
10 (which I printed and which were marked as Exhibit 9 at deposition in this case). I ask  
11 that they be judicially noticed or alternatively admitted pursuant to Evidence Code §  
12 1220.

13 31. Attached as Exhibit 26 is a true and correct copy of the Trump "Food and Beverage  
14 Orientation Manual 2008", which was previously marked as Exhibit 26 at the deposition  
15 of David Conforti.

16 32. Attached as Exhibit 29 is a true and correct copy of the January 8, 2009 Trump memo  
17 from Mariela Farias re "lunch breaks," which was marked and authenticated at Exhibit  
18 29 at the deposition of Tom Sperandeo (pp. 158-160).

19 33. Attached as Exhibit 30 is a true and correct copy of the April 16, 2009 memo from  
20 David Conforti re New Time Clocks that was marked as Exhibit 30 at Mr. Conforti's  
21 deposition.

22 34. Attached hereto as Exhibits 32, 33 and 34, respectively, are true and correct copies of  
23 the February 14, 2008, September 4, 2008 warning notices that Trump issued to David  
24 Perry and the September 5, 2008 termination notice it issued to Mr. Pery. These  
25 documents were marked and authenticated at the deposition of David Conforti.

26 35. Attached as Exhibit 65 is a true and correct copy of Exhibit 65 in this case, a timesheet  
27 for Lucy Messerschmidt, which was authenticated on pages 269-270 of the Tom  
28 Sperandeo deposition (he testified its absence of time clocked out for meal breaks was



1 typical of all employees).

2 36. Attached hereto as Exhibit 66 is a true and correct copy of Exhibit 66 in this case, which  
3 was marked and authenticated at the deposition of Joel Kim (pp. 96-96).

4 37. Attached hereto as Exhibit 67 is a true and correct copy of Exhibit 67 in this case, an  
5 email thread between Joel Kim and David Conforti, which was marked and  
6 authenticated at the deposition of Joel Kim.

7 38. Attached hereto as Exhibit 68 is a true and correct copy of the 05-14-09 memo from  
8 Joel Kim to "outside service staff" that was marked as Exhibit 68 at Mr. Kim's  
9 deposition (and authenticated on pp. 105-106).

10  
11  
12  
13 I declare under penalty of perjury under the laws of the State of California that the  
14 foregoing is true and correct, and that I executed this declaration on July 20, 2012.

15  
16 

17 **Jeffrey W. Cowan**

# **Exhibit D**



# DEALING

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## A Week in the Life

**I**DON'T do it for the money. I've got enough, much more than I'll ever need. I do it to do it. Deals are my art form. Other people paint beautifully on canvas or write wonderful poetry. I like making deals, preferably big deals. That's how I get my kicks.

Most people are surprised by the way I work. I play it very loose. I don't carry a briefcase. I try not to schedule too many meetings. I leave my door open. You can't be imaginative or entrepreneurial if you've got too much structure. I prefer to come to work each day and just see what develops.

There is no typical week in my life. I wake up most mornings very early, around six, and spend the first hour or so of each day reading the morning newspapers. I usually arrive at my office by nine, and I get on the phone. There's rarely a day with fewer than fifty calls, and often it runs to over a hundred. In between, I have at least a dozen meetings. The majority occur on the spur of the moment, and few of them last longer than fifteen minutes. I rarely stop for lunch. I leave my office by six-thirty, but I frequently make calls from home until midnight, and all weekend long.

It never stops, and I wouldn't have it any other way. I try to learn

that they have opposed me. I'm just looking to hire the best talent, wherever I can find it.

Tony has been helping to coordinate the rebuilding of the Wollman Skating Rink in Central Park, a project the city failed at so miserably for seven years. In June I offered to do the job myself. Now we're ahead of schedule, and Tony tells me that he's set up a press conference for Thursday to celebrate the last important step in construction: pouring the concrete.

It doesn't sound like much of a news event to me, and I ask him if anyone is likely to show up. He says at least a dozen news organizations have RSVP'd yes. So much for my news judgment.

**2:00 P.M.** I get deposed in a lawsuit we've brought against a contractor on Trump Tower. Halfway into the job we had to fire the company for total incompetence, and we're suing for damages. I hate lawsuits and depositions, but the fact is that if you're right, you've got to take a stand, or people will walk all over you. In any case, there's no way I could avoid depositions, even if I never brought a lawsuit myself. Nowadays, if your name is Donald Trump, everyone in the world seems to want to sue you.

**3:00 P.M.** I ask Norma Foerderer, my executive assistant and the person who keeps my life organized, to bring me lunch: a can of tomato juice. I rarely go out, because mostly, it's a waste of time.

**3:15 P.M.** I put in a call to Sir Charles Goldstein; he's out, and I leave a message. He's a successful real estate attorney, but not one of my favorites.

I'm pretty sure Charlie Goldstein is from the Bronx, but he's a very pompous guy and has a tendency to act like royalty, so I call him Sir Charles. Over the weekend, I heard that Lee Iacocca had hired Sir Charles to represent him on a deal in Palm Beach where Lee and I intend to be partners. Lee had no way of knowing about my past experience with Sir Charles. A while back, I was in the middle of making a deal with a guy who needed an attorney, and I recommended Sir Charles. The next thing I knew, Sir Charles was recommending to his client that he not make the deal with me. I couldn't believe it!

bigger profit. In addition, I planned to build new suites and restaurants.

Financing, of course, now became my responsibility. The prime rate had been around 14 percent when I first started looking at property in Atlantic City. By mid-1986, it had dropped to 9 percent. My problem with bank financing, even at these lower rates, was that I'd still be required to put myself personally on the line for the money. I didn't find that appealing.

As a result, I decided to seek public financing for the project, through a bond issue. The downside was that I'd have to pay a higher interest rate to attract buyers, but the upside was that once the issue sold out, I wouldn't be personally liable. In the end, Bear Stearns was able to sell an offering for \$250 million—which not only covered the \$50 million cash due to Holiday but also permitted me to pay off the \$170 million mortgage on the building and left me the money to build a suitable parking facility. Interest payments on the financing came to just above \$30 million a year. That was about \$7 million a year more than I'd have paid for bank financing, but to me it was money well spent. By relieving me of personal financial liability, it assured I'd sleep better at night.

During this same period, I hired a new general manager for the facility, which I had renamed Trump Plaza Hotel and Casino. I looked first at my best competitors. At the time, Stephen Hyde was executive vice president and chief operating officer under Steve Wynn at the Golden Nugget. Before that, he'd worked at the Sands and at Caesars, both top casinos. When I asked people in town to name the best casino executives, Hyde was always at the top of the list. As soon as we met, I understood why. He had a lot of gaming experience, he was a very sharp guy and highly competitive, but most of all, he had a sense of how to manage to the bottom line. A lot of managers focus on maximizing revenue since that's what gets reported publicly most often. The smarter guys understand that while big revenues are great, the real issue is the spread between the revenues and costs—because that's your profit.

No sooner had I hired Steve than we turned around and hired away a dozen of the best people who'd worked for him over the years, including Paul Patay, the number-one food-and-beverage man in Atlantic City. I have a very simple rule when it comes to management:



~~hire the best people from your competitors, pay them more than they were earning, and give them bonuses and incentives based on their performance. That's how you build a first-class operation.~~

In 1985, the first full year of operation under Harrah's management, the facility earned a gross operating profit of approximately \$35 million before interest, taxes, and depreciation. For 1986, Harrah's projected a gross operating profit of \$38 million. Based on the first five months during which they continued to manage the facility, they were running just slightly under projections.

We took over on May 16. For the full year, our gross operating profit was nearly \$58 million, or \$20 million more than Harrah's had projected. This was despite the fact that in June we closed down our existing parking lot to begin construction on the new garage. We're estimating that by 1988 our gross operating profit will reach \$90 million.

By all rights, that should be the end of the story. However, success running the Boardwalk facility with my own management made me see a broader opportunity. Specifically, I started to look around at other possible deals to buy companies that owned casinos. Holiday Inns was an obvious target. Even after selling me the Boardwalk facility, they still owned three other casinos—one in Atlantic City and two in Nevada—as well as nearly a thousand hotels around the world.

As a result, in mid-August, two months after buying them out in Atlantic City, I began purchasing stock in Holiday. By September 9, I'd purchased nearly 5 percent of the company, or some one million shares. At that point, I had two basic options: One was to hold the stock as an investment. The other was to go for control.

I had no doubt the company was undervalued. For one thing, because they owned so much real estate, they were entitled to large write-offs for depreciation. Therefore they reported net profits far below what they were actually able to retain. On the basis of a stock price of \$54 a share in early August 1986, I was in a position to purchase effective control of the company for not much more than \$1 billion. In one scenario, for example, I would sell off all of the noncasino hotels—perhaps for as much as \$700 million—and retain just the three casino-hotels, which by themselves were worth nearly that much.

No sooner did word get out that I'd begun accumulating Holiday Inns stock than its price started to rise. I assume arbitrageurs were

# **Exhibit E**

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
2 FOR THE COUNTY OF LOS ANGELES

3 - - -

4 LUCY MESSERSCHMIDT, )  
5 individually and on behalf )  
6 of all others similarly )  
7 situated, )

8 Plaintiff, )

9 VS. )

10 VH PROPERTY CORPORATION dba )  
11 TRUMP NATIONAL GOLF CLUB and )  
12 DOES 1 through 100, )

13 Defendants. )

No. BC 403087  
Consolidated with  
No. BC 408999

14 AND RELATED ACTION. )  
15 \_\_\_\_\_ )  
16 \_\_\_\_\_ )

17 DEPOSITION OF JOEL DEAN KIM

18 ENCINO, CALIFORNIA

19 FRIDAY, JUNE 22, 2012

20 "(PER PROTECTIVE ORDER SECTION 4, THIS TRANSCRIPT  
21 HAS A TEMPORARY "CONFIDENTIAL - SUBJECT TO PROTECTIVE  
22 ORDER" DESIGNATION FOR A PERIOD OF 30 DAYS AFTER THE  
23 DEPOSITION IS RECEIVED.)"

24 ATKINSON-BAKER, INC.  
25 COURT REPORTERS  
(800) 288-3376  
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REPORTED BY: JANET A. HIRSCH, CSR NO. 5486

FILE NO.: A6061CE

1 the director of outside services, did you also create  
2 the schedules for the valets?

3 A. Yes.

4 Q. Would you do that in conjunction with anyone  
5 else?

6 A. No.

7 Q. When you staffed valets for the shifts while  
8 you were the director of outside services, would you  
9 indicate in the schedules time periods for meal breaks?

10 MS. MARTIN: Objection. Overbroad, vague.

11 THE WITNESS: I'm not sure what time frame  
12 you're speaking of.

13 MR. YEREMIAN: Okay.

14 Q. At any time have you scheduled breaks in the --  
15 have you indicated time periods for valets to take  
16 breaks in the schedule?

17 A. Yes.

18 Q. When did you start doing that?

19 A. I don't know the exact date.

20 Q. Is it within the last year?

21 A. Yes.

22 Q. Was it within the last two years?

23 A. I can't recall the -- the approximate time.

24 Q. Okay.

25 But it's been at least a year that you've been

1 doing this?

2 A. Yes.

3 Q. When you first became the director of outside  
4 services, were you scheduling these breaks -- these meal  
5 breaks?

6 MS. MARTIN: Objection. Vague.

7 Q. BY MR. YEREMIAN: On the schedule for the  
8 valets?

9 A. Time frame in the very beginning?

10 Q. When you first became the director of outside  
11 services?

12 A. No.

13 Q. Do you remember when Mike van der Goes left the  
14 golf course?

15 MR. CABADA: Objection. Vague.

16 MS. MARTIN: Vague.

17 THE WITNESS: I don't recall.

18 Q. BY MR. YEREMIAN: Who took over for  
19 Mike van der Goes?

20 MS. MARTIN: Objection. Vague.

21 MR. CABADA: Lacks foundation.

22 (At this point in the proceedings, the  
23 deponent and his attorney are conferring  
24 out of the hearing of the reporter.)

25 MR. YEREMIAN: Let me clear it up.



1 to take their meal breaks?

2 MR. CABADA: Objection. Overbroad.

3 THE WITNESS: During that time they would take  
4 it during downtime.

5 Q. BY MR. YEREMIAN: When you were the supervisor,  
6 would you tell someone to go on a meal break during  
7 downtime?

8 A. I would imagine yes, I did.

9 Q. Well, are you guessing or are you -- do you  
10 remember actually doing that?

11 A. I don't recall actually doing that.

12 Q. Okay.

13 As director of outside services, did you do  
14 that -- did you inform an outside service attendant to  
15 actually take a meal break?

16 A. Yes.

17 Q. Do you know how often you did that?

18 A. Frequently.

19 Q. Was it your practice to tell outside services  
20 person to take meal breaks during downtime?

21 A. In what capacity?

22 Q. As a director of outside services?

23 A. Downtime wouldn't be the -- the actual reason  
24 why I was, you know, asking to go on a break. It would  
25 be the time frame.

1 Q. So, as far as you can remember, each shift had  
2 one supervisor?

3 A. As far as I could remember, yes.

4 Q. And it's your testimony that while you were a  
5 valet supervisor, you would tell employees when to take  
6 meal breaks?

7 A. Not always.

8 Q. So the times that you did not tell employees to  
9 take meal breaks, how would an employee know to take a  
10 meal break?

11 A. They would -- they would take it upon  
12 themselves. The breaks were always available, but they  
13 would take it upon themselves to -- to -- to take a  
14 break.

15 Like I said before, we provided meal --  
16 employee meals at two different times of the day, and  
17 they would take it during -- mostly during those times  
18 if not --

19 Q. But what you're saying is that -- when you  
20 wouldn't tell an employee when to take a break, the  
21 employee would use their own judgment to decide when to  
22 take a break?

23 A. Yes.

24 Q. Did you ever write up an employee for deciding  
25 to take a meal break?

1 Q. BY MR. YEREMIAN: Do you recall if it's been  
2 your practice since you became director of outside  
3 services?

4 A. Again, I can't recall if -- that time frame.

5 Q. When employees brought food back from food  
6 runs, where did you observe them eating the food?

7 A. We have a designated break room located  
8 downstairs. We have a loading dock over by the security  
9 area, they could -- they could opt to eat there as well.

10 Q. Did you ever observe any valets eating in the  
11 actual valet area?

12 MS. MARTIN: Objection. Vague.

13 THE WITNESS: In terms of the valet station?

14 MR. YEREMIAN: Correct.

15 THE WITNESS: Yes.

16 Q. BY MR. YEREMIAN: How often would you see that?

17 A. It would vary.

18 Q. But it's happened more than once?

19 A. Yes.

20 Q. Has it happened more than ten times?

21 A. That I observed?

22 Q. Yes.

23 A. Yes.

24 Q. Have you observed it happening so many times  
25 that you can't count?

1           A. Beyond ten I can't recall how many times I've  
2 seen it.

3           Q. Did you ever reprimand anyone for eating at the  
4 valet station?

5           A. "Reprimand" in terms of write up?

6           Q. Write them up?

7           A. Not that I can recall. Our policy was that we  
8 would rather not have anybody eat at the desk or rather  
9 inside the designated areas, the break room, for a  
10 number of reasons.

11          Q. Did you ever discuss the topic of food runs  
12 with Dave Conforti?

13          A. Not that I could recall.

14          Q. Did you ever discuss the topic of meal breaks,  
15 in general, with Dave Conforti?

16          A. The 30-minute meal break?

17          Q. Correct.

18          A. Not that I could recall.

19          Q. Did you ever discuss the 30-minute meal breaks  
20 with Mike van der Goes?

21          A. Again, not that I can recall.

22          Q. Do you recall discussing the 30-minute meal  
23 breaks with Lily Amini?

24          A. Not that I could recall.

25          Q. Do you recall discussing the 30-minute meal

1 breaks with Tom Sperandeo?

2 A. Yes.

3 Q. How many conversations do you recall having  
4 with him about meal breaks?

5 A. One in particular.

6 Q. Do you recall when that was?

7 A. Year, date, no, I don't.

8 Q. Was it within the last year?

9 A. No.

10 Q. Was it at a time that you were director of  
11 outside services?

12 A. I can't recall.

13 Q. When did you first become aware of this lawsuit  
14 that Mr. Perry filed against Trump National?

15 MS. MARTIN: Objection. Lacks foundation.

16 THE WITNESS: I can't recall where or when I  
17 heard about it.

18 Q. BY MR. YEREMIAN: Was it more than a year ago?

19 A. Again, I -- I can't recall. I'd only be  
20 speculating if I said more than a year.

21 Q. I'm just trying to find out what you know,  
22 that's all?

23 A. Yeah.

24 Q. Now, that conversation you had with  
25 Mr. Conforti about -- I'm sorry, with Mr. Sperandeo



1 about the meal breaks, what do you recall discussing  
2 with him about the meal breaks?

3 A. If my memory serves me correctly, I recall  
4 approaching Mr. Sperandeo and asking about the 30-minute  
5 meal break at which time he -- he informed me that the  
6 meal breaks are provided through our employee meals that  
7 are put out, I believe, at -- I'm not sure what time  
8 they were, but they were put out at certain times of the  
9 day where employees can -- staff members can eat. You  
10 know, we feed them and they're on the clock as well so  
11 that will constitute their break.

12 Q. Do you remember why you approached him about  
13 this issue?

14 A. No.

15 Q. Was there anything else you discussed about  
16 meal breaks with Mr. Sperandeo in this conversation?

17 A. No. I approached him with a question about the  
18 30-minute meal breaks and that was the answer that he  
19 gave me was that -- the reasoning is that we are, you  
20 know, like I said.

21 That was pretty much it.

22 Q. Okay.

23 Do you recall any other conversations  
24 you've had with any other managerial employees at  
25 Trump National regarding the topic of meal breaks

1 besides this conversation with Mr. Sperandeo?

2 A. No.

3 Q. Did you ever have any conversations with any  
4 outside services personnel about the issue of meal  
5 breaks?

6 MS. MARTIN: Objection. Overbroad.

7 THE WITNESS: Not that I can recall.

8 Q. BY MR. YEREMIAN: Do you recall any outside  
9 services personnel asking you questions about meal  
10 breaks?

11 A. Not that I could recall.

12 Q. Now, when you were a valet supervisor, would  
13 you require attendants to receive authorization from you  
14 before they could go on a meal break?

15 MS. MARTIN: Objection. Vague.

16 MR. CABADA: Objection. Overbroad.

17 THE WITNESS: You'd have to specify what --  
18 what time frame you're talking about.

19 Q. BY MR. YEREMIAN: I'm talking about when you  
20 were a valet supervisor?

21 A. Valet supervisor? No.

22 Q. Was there any point in time when you did  
23 require valets to receive authorization from you prior  
24 to going on meal breaks?

25 A. Yes.

1 Q. When did that start?

2 A. It was implemented by Dave Conforti. As to  
3 time frame, I can't recall the exact time frame.

4 Q. Did Mr. Conforti communicate this policy to you  
5 directly?

6 A. I can't recall how -- I can't recall exactly  
7 how he implemented this policy.

8 Q. Okay.

9 So you don't remember if there was a memo that  
10 he distributed or an E-mail?

11 A. Yeah. I can't recall if it was via memo or --  
12 I can't recall exactly.

13 Q. So did he communicate this policy somehow to  
14 you and then you communicated it to valet personnel or  
15 did he communicate it directly to everyone?

16 MR. CABADA: If you know.

17 MR. YEREMIAN: Yes.

18 THE WITNESS: I can't recall, yeah.

19 Q. BY MR. YEREMIAN: So when this policy was  
20 implemented to require authorization, how would an  
21 employee receive authorization to go on a meal break?

22 MR. CABADA: I'm sorry, can you repeat the  
23 question?

24 (The pending question was read by  
25 the reporter.)

1 THE WITNESS: They would inform a -- inform a  
2 manager, supervisor of their going off site.

3 Q. BY MR. YEREMIAN: So was this authorization  
4 required just to go off site or just to take a meal  
5 break of any kind?

6 A. It was to go on site for a food run.

7 Q. Okay.

8 So is it correct to state that the policy was  
9 that authorization was required to leave the  
10 Trump National Golf Course to go on a food run?

11 A. Yes. After Mr. Conforti implemented that  
12 policy, yes.

13 Q. Before he implemented that policy, there was no  
14 policy requiring authorization to go off site for a food  
15 run?

16 A. Not that I know of.

17 Q. So to receive authorization, they needed it  
18 from a supervisor or a director of outside services?

19 A. Supervisor, outside services or pro shop staff.

20 Q. So the director -- yourself, the director of  
21 outside services, someone in the pro shop staff?

22 A. Or manager -- pro shop manager.

23 Q. Or a valet supervisor?

24 A. Yes.

25 Q. Okay.

1 Q. BY MR. YEREMIAN: How often did these outside  
2 service meetings take place?

3 MS. MARTIN: Objection. Overbroad.

4 THE WITNESS: We would try to make it as often  
5 as possible. It would vary.

6 Q. BY MR. YEREMIAN: On a weekly basis?

7 A. No. We would -- we would shoot for a  
8 monthly -- on a monthly basis but it would vary.

9 Q. Do you recall the topic of getting  
10 authorization to leave the premises for a food run being  
11 discussed at one of these outside services meetings?

12 A. I can't recall at this time.

13 Q. Did you ever personally inform any employees  
14 that they were required to have authorization to leave  
15 the premises for a food run?

16 A. It's very possible.

17 Q. Do you remember doing it?

18 A. No.

19 Q. Has any outside service employee ever  
20 complained to you about not getting a meal break?

21 A. Not that I could recall at this time.

22 Q. So have employees actually asked you for  
23 authorization to leave the premises for food runs?

24 A. Time frame now? Currently?

25 Q. Well, has anyone ever asked you for permission



1 MR. CABADA: Okay.

2 (Lunch recess.)

3 MR. YEREMIAN: Okay.

4 Q. Mr. Kim, I just want to remind you you're still  
5 under oath?

6 A. Okay.

7 Q. Have you taken any medication since this  
8 morning that would affect your ability to give accurate  
9 testimony?

10 A. No.

11 Q. What's your understanding of the law regarding  
12 rest periods in California for nonexempt employees?

13 A. An employee can work up to five hours without a  
14 meal period not to exceed five hours before --

15 Q. Let me just stop you there because you're  
16 reciting the meal break law that we talked about before  
17 lunch.

18 A. Yeah.

19 Q. What I was asking you was do you know what the  
20 rest break rules are for nonexempt employees?

21 A. Yes. In an eight-hour period you're entitled  
22 to two ten-minute rest periods.

23 Q. Do you know if this policy was communicated  
24 to -- strike that.

25 You testified that that's what your

1 understanding of California law is. What was the policy  
2 at Trump National for rest breaks?

3 MS. MARTIN: Objection. Overbroad as to time.

4 MR. CABADA: Same objection.

5 Q. BY MR. YEREMIAN: What was the policy for rest  
6 breaks for nonexempt employees during the period of time  
7 that you've been the director of services?

8 A. The two ten-minute breaks?

9 Q. Right.

10 A. I'm sorry, repeat the question one more time.  
11 I'm sorry.

12 Q. My question is simply that what is the  
13 Trump National policy for nonexempt employees with  
14 regard to rest breaks since you've been director of  
15 operations?

16 A. They receive two rest periods, rest breaks,  
17 after the third hour or -- I'm sorry -- before the meal  
18 period and after the meal period.

19 MS. MARTIN: And I'm just going to do a belated  
20 objection here of director of operations? I don't think  
21 he ever testified he was the director of operations.

22 MR. YEREMIAN: I misstated.

23 Q. Since you've been director of outside services,  
24 that's been the policy?

25 A. Yes.

1 Q. Was that policy any different when you were a  
2 valet supervisor?

3 A. No, not that I know of.

4 Q. And when you were an attendant, was it the same  
5 policy?

6 A. I believe so.

7 Q. Are outside service personnel required to get  
8 authorization before taking a ten-minute rest break?

9 A. Currently?

10 Q. Yes.

11 A. Yes.

12 Q. Who can they get authorization from?

13 A. They will inform the outside service  
14 coordinator or myself that they will be taking a  
15 ten-minute break.

16 Q. Can they also get that authorization from the  
17 pro shop manager?

18 A. Yes.

19 Q. When did they start -- when did the outside  
20 service personnel -- when did that requirement start for  
21 them to obtain authorization to take their ten-minute  
22 rest break?

23 A. I can't recall at this time what time frame  
24 that took place.

25 Q. Okay.

1           But do you recall that it was a different  
2 policy at some point in time where they didn't require  
3 authorization?

4           A. It's -- they -- they were always available, the  
5 breaks, but now it's just more formalized.

6           Q. Okay.

7           So before this authorization policy came into  
8 effect, could an outside service personnel take a rest  
9 break whenever they wanted to?

10          A. Yes.

11          Q. Were there any rules about where they could  
12 take these breaks, in what location of the golf course?

13          A. Currently?

14          Q. Yes.

15          A. Currently it has to be in a rest designated  
16 area, either the break room or the loading dock area  
17 where we have chairs and tables but not the workplace.

18          Q. So just to understand your testimony, you can  
19 take a rest break in the loading dock area or you said  
20 the break area?

21          A. The break room; correct.

22          Q. Okay.

23          Can you take a rest break at any other location  
24 on the grounds of the golf course?

25          A. We have a park that's outside the clubhouse

1 topic of rest breaks?

2 A. I believe we discussed it in our valet outside  
3 service meetings as well.

4 Q. And -- when you say you believe, do you  
5 actually remember discussing it in your meetings or you  
6 think you may have?

7 A. Yes, I remember.

8 Q. Were these meetings taking place when you were  
9 a valet attendant?

10 A. I can't recall at this time. It was many years  
11 ago.

12 Q. Do you recall if those meetings took place when  
13 you were a valet supervisor?

14 A. Again, I can't recall that time frame whether  
15 they were taking place or not.

16 Q. Do you remember whose idea it was to start  
17 having these meetings with the outside services  
18 personnel?

19 A. No. I do not.

20 Q. Was it Dave Conforti's idea?

21 MR. CABADA: Objection. Asked and answered.

22 THE WITNESS: I can't recall.

23 Q. BY MR. YEREMIAN: Since it's been the policy to  
24 require authorization for rest breaks, have you been  
25 asked by an employee to take a rest break?



1 A. A rest break or a meal break?

2 Q. Rest break?

3 A. Rest break?

4 I can't recall at this time.

5 Q. Has anyone ever complained to you about not  
6 being able to take rest breaks?

7 A. No.

8 Q. Are you aware of any complaints, in general,  
9 from any outside service personnel regarding the ability  
10 to take a rest break?

11 A. No.

12 Q. Now, during a typical workday -- well, I'll  
13 back up.

14 Do you have an office at the Trump National  
15 Golf Course?

16 A. Yes.

17 Q. Where is that office located?

18 A. It's -- location-wise?

19 Q. Okay. That's a bad question. Let me back up.

20 Is it located inside the clubhouse?

21 A. Yes.

22 Q. Okay.

23 Is it on the same story as the entrance to the  
24 clubhouse?

25 A. No.

1 Q. Do you remember where it took place?

2 A. I can't recall at this time.

3 Q. Do you remember who initiated the meeting?

4 A. I believe I did.

5 Q. Do you remember why?

6 A. It was concerning a -- it was an attempt on my  
7 part to help sway Mr. David Conforti's decision to  
8 terminate Mr. Perry on -- I just felt that he was a --  
9 he was a good employee. I know that we were approaching  
10 our very busy season at the time.

11 Q. So you're saying that in this meeting you tried  
12 to convince Mr. Conforti to change his mind about  
13 terminating Mr. Perry?

14 A. Yes.

15 MR. YEREMIAN: I'm going to hand you a document  
16 that we're going to mark as Exhibit 66.

17 (The document referred to was subsequently  
18 marked by the Deposition Officer as  
19 Plaintiff's Exhibit 66 for identification  
20 and is annexed hereto.)

21 Q. BY MR. YEREMIAN: Please review Exhibit 66,  
22 Mr. Kim.

23 A. Okay.

24 Q. Do you recognize this document, Mr. Kim?

25 A. I do.

1 Q. Did you create this document?

2 A. Yes.

3 Q. And this document basically explains the meal  
4 break policy of Trump National on November 24, 2009?

5 A. Yes.

6 Q. And did you distribute this document to all  
7 outside service personnel?

8 A. Yes.

9 Q. Are there like mailboxes?

10 A. I posted it -- I posted it on the valet desk in  
11 a memo -- copies.

12 Q. Was that your standard practice to post memos  
13 on the valet desk?

14 A. Yes.

15 Q. Is this the only written communication -- let  
16 me ask it another way.

17 Are there any other written communications  
18 other than this one between you and outside service  
19 personnel regarding the issue of meal breaks?

20 A. Not that I -- not that I know of.

21 Q. Why did you write up this memorandum?

22 A. For clarification purposes.

23 Q. Was there a problem with meal breaks before you  
24 wrote up this memorandum?

25 MS. MARTIN: Objection. Vague and ambiguous.

1 THE WITNESS: It was so that I could  
2 communicate to the staff that the breaks -- it was  
3 imperative that the breaks happen before the five-hour  
4 marker.

5 Q. BY MR. YEREMIAN: Was it your idea to draft  
6 this document?

7 A. I can't recall at this time.

8 Q. Did you consult anyone before you drafted this  
9 document?

10 A. Yes.

11 Q. Who?

12 A. The controller at the time, Thomas Sperandeo,  
13 and HR.

14 Q. Did they tell you what to put in this? Did  
15 they tell you what to put in this?

16 A. Yes.

17 Q. Did they type this up for you or did you type  
18 it up yourself?

19 A. I can't recall who typed it up at this time.

20 Q. The sixth bullet point down, it says:

21 "Always notify your department  
22 supervisor and co-workers before  
23 leaving your post for your 30-minute  
24 break."

25 Is that the authorization policy that you were

1 referring to earlier that you said Dave Conforti  
2 instituted?

3 MR. CABADA: Objection. Misstates the  
4 testimony.

5 THE WITNESS: Repeat the question, please.

6 MR. YEREMIAN: Sure.

7 Q. The sixth bullet point, you see what it says;  
8 right?

9 A. Yes.

10 Q. Does that bullet point accurately reflect the  
11 authorization policy we discussed earlier today that you  
12 said Dave Conforti instituted at the Trump National Golf  
13 Course?

14 MR. CABADA: Same objection.

15 THE WITNESS: Yes.

16 Q. BY MR. YEREMIAN: Seeing this memorandum, does  
17 this jog your memory about when Mr. Conforti announced  
18 the policy that required authorization to leave the  
19 premises?

20 A. No.

21 Q. You believe he may have announced that policy  
22 prior to this memorandum?

23 A. I can't recall.

24 It's possible.

25 Q. And if he did, do you know how he would have



1       communicated that policy to everyone?

2               MR. CABADA: Asking for speculation.

3               THE WITNESS: No.

4               MR. YEREMIAN: Let's take a five-minute break.

5               (Recess.)

6               Q. BY MR. YEREMIAN: So, Mr. Kim, Exhibit 66 in  
7 front of you you testified is a memorandum that you  
8 distributed to outside service personnel; correct?

9               A. Yes.

10              Q. Now, what caused you to draft this memorandum?

11              MR. CABADA: Objection. Asked and answered.

12              MS. MARTIN: Join.

13              THE WITNESS: I wanted to clarify to the staff  
14 the appropriate times to take their meal period and  
15 focusing more on the five-hour marker, assuming they're  
16 working an eight-hour shift, and informing them that --  
17 of the waiver of policy that they can work up to six  
18 hours if they opt to sign a waiver.

19              Q. BY MR. YEREMIAN: Why did you believe the staff  
20 needed clarification on the meal break policy?

21              A. Well, as stated in the manual, I just wanted  
22 to --

23              I'm sorry, can you restate the question?

24              Q. Sure.

25              Why did you believe that the staff needed a

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"Although I am in the process of rebuilding, losing a pillar at this time will be concerning."

You're referring to Mr. Perry there as a pillar?

A. Let me see. Let me read this.

Yes.

Q. Okay.

Now, in that previous sentence where you've said, we've lost a good amount of solid staff in our quest to uphold and enforcing company policy, do you remember specifically, you know, what staff members you had lost?

A. No.

Q. Do you remember what policies were violated?

A. No.

Q. Okay.

You can hand that back to the court reporter.

MR. YEREMIAN: This is Exhibit 68.

(The document referred to was subsequently marked by the Deposition Officer as Plaintiff's Exhibit 68 for identification and is annexed hereto.)

THE WITNESS: Okay.

MR. YEREMIAN: Okay.

1 Q. Do you recognize this document, Mr. Kim?

2 A. I do.

3 Q. What is it?

4 A. It's a memo concerning reminding the staff  
5 about our meal breaks -- meal periods, and -- and taking  
6 the meal period on time, the extent of the meal period,  
7 and so forth.

8 Q. You drafted this?

9 A. Yes.

10 Q. And is that your handwriting at the top?

11 A. It appears to be, yes.

12 Q. Is that around the time that you believe that  
13 you drafted this memo?

14 A. It's possible.

15 Q. And this was directed to outside staff?

16 A. Yes.

17 Q. And was this posted on the outside staff desk?

18 A. Yes.

19 Q. Why did you write this memo?

20 A. We -- we -- according to the timesheets, some  
21 staff members were not taking their breaks. Some of  
22 them were taking less than 30 minutes. Some were taking  
23 a lot longer than 30 minutes so I felt it was necessary  
24 to draft up a memo.

25 Q. Okay.

1           And I'm asking you what facts have you  
2 experienced or observed that cause you to have that  
3 feeling?

4           A. I couldn't say.

5           Q. Thank you.

6           Are you aware of other occasions where  
7 managers or other persons speaking on behalf of the  
8 Trump National Golf Club have told the employees there,  
9 "Nothing will happen to you if you speak to anyone about  
10 this lawsuit?"

11           "This lawsuit" referring to the two cases that  
12 were brought by my client, Lucy Messerschmidt, and  
13 Mr. Yeremian's client, Mr. Perry, that have been  
14 consolidated into one case?

15           A. No.

16           Q. Have you ever heard indirectly that messages  
17 were sent out by the Trump National Golf Club to its  
18 employees or managers "Nothing will happen to you if you  
19 discuss this case"?

20           A. No.

21           Q. Are you aware of any conversations that have  
22 taken place among management as to whether such a  
23 message should be sent out?

24           MS. MARTIN: Objection. May call for  
25 attorney-client privilege information.

1 THE WITNESS: No.

2 Q. BY MR. COWAN: You're considered a department  
3 head; correct?

4 A. The head pro is the department head.

5 Q. You're under the head pro?

6 A. Yes.

7 Q. To your knowledge, when there are meetings  
8 between the general manager and the department heads,  
9 are you included or are you not invited to participate  
10 in those meetings?

11 MS. MARTIN: Objection. Lacks foundation.

12 THE WITNESS: It varies.

13 Q. BY MR. COWAN: So sometimes you do get to sit  
14 in on those meetings and sometimes you believe such  
15 meetings occur without your participation; is that  
16 right?

17 A. Yes.

18 Q. Okay.

19 What have you done to prepare for today's  
20 deposition?

21 A. Nothing.

22 Q. Have you met with Mr. Cabada?

23 MS. MARTIN: Objection. Asked and answered.

24 Q. BY MR. COWAN: By me?

25 A. Yes.



1 THE WITNESS: Yes.

2 MR. COWAN: Off the record.

3 (Recess.)

4 MR. COWAN: Back on the record.

5 Q. Now, so, Mr. Kim, at some point you -- on the  
6 time that you really aren't able to estimate as to when  
7 it happened, you became the supervisor for the valets  
8 and the outside service staff, and that was the first  
9 time when you were made or given supervisory or  
10 managerial responsibility; right?

11 A. Yes.

12 Q. You didn't have any such responsibilities until  
13 you got this promotion; correct?

14 A. Yes.

15 Q. What training did you receive when you got this  
16 promotion so that you would know properly how to  
17 supervise the people under you?

18 MR. CABADA: Objection. Vague and ambiguous.

19 THE WITNESS: "Training" is such a broad term.  
20 I mean -- I -- I --

21 MR. COWAN: Let me be more specific.

22 Q. When I say "training," I mean specific  
23 education that the golf club, whichever one it was you  
24 can remember the year that you got this promotion, gave  
25 you so that you would know how to be a manager who was

1 acting effectively and complying with club policy and,  
2 you know, being a good manager.

3 Did they give you any classes? Did they send  
4 you to classes in conjunction with your promotion?

5 A. Periodically they did have classes.

6 Q. No. I'm asking a different question. Not  
7 classes for all the managers and department heads and  
8 supervisors. I'm talking now for you specifically when  
9 you got this promotion. Did they send you to any  
10 classes?

11 MS. MARTIN: Objection. Vague, asked and  
12 answered.

13 THE WITNESS: Not that I can recall.

14 Q. BY MR. COWAN: Who would have been the  
15 supervisor -- let me back up.

16 Were you replacing someone or did you become  
17 the supervisor in addition to others?

18 MR. CABADA: Objection. Vague and ambiguous.

19 MS. MARTIN: Asked and answered.

20 THE WITNESS: I can't recall how that  
21 transitioned at that time.

22 Q. BY MR. COWAN: Was there someone who had been  
23 the supervisor for outside services who, you know, let  
24 you shadow him or her for a day or two so that you would  
25 understand what it means to be a supervisor?

1 A. Not that I could recall at this time.

2 MR. CABADA: A belated objection. Vague and  
3 ambiguous as to the last question.

4 Q. BY MR. COWAN: When you were the valet  
5 supervisor, you were scheduling the other valets and  
6 outside services staff with the help of Scott Yarnell  
7 and Braulio Hernandez; is that right?

8 A. Yes.

9 Q. Were they the other supervisors?

10 A. Yes.

11 Q. They had been the supervisors before you? In  
12 other words, they were senior to you? They had the job  
13 longer when you got the promotion?

14 A. I can't recall the -- I can't recall who got  
15 promoted first or if we got promoted consecutively.

16 Q. BY MR. COWAN: Did either of them help teach  
17 you how to be a supervisor?

18 MR. CABADA: Objection. Vague.

19 THE WITNESS: No.

20 Q. BY MR. COWAN: When you became the director of  
21 outside services, did the Trump National Golf Club or  
22 Ocean Trails, whichever organization it was,  
23 specifically give you any trainings for this new job?

24 MR. CABADA: Objection. Overbroad, vague and  
25 ambiguous, asked and answered.

1 THE WITNESS: Specifically me?

2 Q. BY MR. COWAN: Yes.

3 A. Not that I could recall at this time.

4 Q. Did anyone take you under his or her wing for a  
5 few days to sort of show you the ropes about what it  
6 meant to be the director of outside services?

7 A. I can't recall.

8 Q. Do you have any understanding -- let me back  
9 up.

10 Earlier today you testified that as the  
11 director of outside services at some point you started  
12 scheduling meal breaks for the employees under your  
13 supervision; correct?

14 A. Yes.

15 Q. Do you remember whether you started doing that  
16 before or after Dave Perry filed his lawsuit?

17 A. I can't recall at this time.

18 Q. Do you remember having any conversations with  
19 other managers, including the general manager or people  
20 in HR, about the need to do this because lawsuits had  
21 been filed?

22 A. No.

23 MR. CABADA: Objection. Compound.

24 MR. COWAN: It's actually disjunctive.

25 MR. CABADA: That's fine.

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A. Yes.

Q. Able to resume and give your best testimony?

A. Yes.

Q. Do you need to change any of your answers from earlier?

A. Not at this time.

Q. Okay.

Would you agree that the culture at the Trump National Golf Club was one of wanting to provide a superior world class experience for guests?

MS. MARTIN: Objection. Vague.

THE WITNESS: Yes.

Q. BY MR. COWAN: There was a notion that -- especially because the club had Donald Trump's name on it it needed to be the best so it would live up to Mr. Trump's brand; correct?

MR. CABADA: Objection. Lacks foundation.

THE WITNESS: Yes.

Q. BY MR. COWAN: And it was your perception that you were -- you and the other managers and employees were tasked with creating this experience for the guests of having a superlative experience that would match up with the Trump brand of being the best possible; right?

A. Well, I like to think we all try our best.

Q. Right.



1           But the goal was to provide this experience  
2 that would be the best possible at a golf club living up  
3 there for -- to the Donald Trump name; correct?

4           A. Yes.

5           Q. And that meant that employees needed to be --  
6 I'm sorry -- that the guests needed to come first;  
7 correct?

8           MS. MARTIN: Objection. Vague.

9           THE WITNESS: Come first in regards to customer  
10 service?

11          Q. BY MR. COWAN: Yes, in terms of customer  
12 service?

13          A. Yes.

14          Q. An employee couldn't simply walk away from a  
15 guest in the middle of providing service because he or  
16 she wanted to eat or take a rest break; right?

17          MS. MARTIN: Objection. Calls for speculation.

18          MR. CABADA: Join.

19          MS. MARTIN: Incomplete hypothetical.

20          Q. BY MR. COWAN: As you understood it with  
21 respect to the employees who you supervised, if they  
22 were in the middle providing service to a guest they  
23 couldn't simply walk away because they wanted to eat or  
24 take a rest break; correct?

25          MR. CABADA: Same objections.

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MR. COWAN: Okay.

Q. Did you ever talk with anyone in the HR department and have discussed in that conversation the idea that there were special rules or conditions that applied to the employee meal breaks because the club was making free food available?

MS. MARTIN: Objection. Vague and ambiguous.

MR. CABADA: Join.

THE WITNESS: I had a discussion with Tom Sperandeo concerning the breaks.

Q. BY MR. COWAN: And did Mr. Sperandeo talk about the fact that free food was made available?

A. Yes.

Q. What did he tell you?

MS. MARTIN: Objection. Asked and answered.

MR. CABADA: Join.

THE WITNESS: He said that the employees are supplied or given employee meals at certain times of the day and they get paid while they're on their breaks.

Q. BY MR. COWAN: And did he say what the implications of that were?

MS. MARTIN: Objection. Vague.

THE WITNESS: "Implications" as?

Q. BY MR. COWAN: In other words, because the employees get this free food and because they get paid

1 and don't clock out, therefore, what, if anything, did  
2 Mr. Sperandeo -- what conclusion did Mr. Sperandeo  
3 present?

4 MS. MARTIN: Objection. Vague and ambiguous.

5 MR. CABADA: Join.

6 THE WITNESS: Due to the fact that we supply  
7 the food and that they're getting paid on the clock  
8 while on their break, that constitutes their break.

9 Q. BY MR. COWAN: Did he say anything about  
10 whether that affected about how long the break could be?

11 A. No.

12 Q. Did you ever have an understanding about  
13 whether the fact that the break involved -- that there  
14 was free food and employees didn't have to clock out  
15 affected how long the meal break could be?

16 MS. MARTIN: Objection.

17 MR. CABADA: Compound.

18 MS. MARTIN: Vague.

19 THE WITNESS: Can you rephrase it? Repeat it?

20 Q. BY MR. COWAN: Did you ever come to believe  
21 that because the Trump National Golf Club was providing  
22 not only free food but also pay for time being provided  
23 to eat, that it, therefore, didn't necessarily have to  
24 let its employees have 30 minutes to eat --

25 MR. CABADA: Same objection.

1 Q. BY MR. COWAN: -- when they were taking a meal  
2 break?

3 A. Yes.

4 Q. When did you form that opinion?

5 A. After my conversation with Thomas Sperandeo.

6 Q. And as best you can remember, when this -- let  
7 me rephrase that.

8 When this conversation took place, who was the  
9 general manager?

10 A. I can't recall at this time.

11 Q. Was Mariela Farielas present when that  
12 conversation took place?

13 A. Yes.

14 Q. Did she say anything to either confirm or  
15 disagree with Mr. Sperandeo's statement?

16 A. Confirmed.

17 Q. She did?

18 A. (No audible response.)

19 Q. What did she say, as best you remembered, to  
20 communicate to you that she was confirming what  
21 Mr. Sperandeo had said?

22 A. After asking Mr. Sperandeo, he then asked  
23 Mariela and Mariela concurred that that is true.

24 Q. Okay.

25 So she -- so basically -- let me make sure I've

1 what you're able to give me here today?

2 A. No.

3 Q. Thank you.

4 Have you ever overheard Dave Conforti speaking  
5 about the issue of meal breaks?

6 MS. MARTIN: Objection. Vague, overbroad.

7 MR. CABADA: Join.

8 THE WITNESS: Not that I could recall at this  
9 time.

10 Q. BY MR. COWAN: Have you ever heard  
11 Mike van der Goes talking about the issue of meal  
12 breaks?

13 MS. MARTIN: Same objections.

14 THE WITNESS: Not that I could recall at this  
15 time.

16 Q. BY MR. COWAN: Did you ever hear about  
17 Lily Amini talk about meal breaks?

18 MS. MARTIN: Same objections.

19 THE WITNESS: Not that I could remember at this  
20 time.

21 Q. BY MR. COWAN: Did you ever hear either  
22 Mr. Conforti, Mr. Van der Goes or Ms. Amini talk about  
23 rest breaks?

24 MS. MARTIN: Same objections.

25 THE WITNESS: Not that I could recall at this



1 time.

2 MR. COWAN: Okay.

3 Q. Did you ever hear Mariela Farielas talk about  
4 meal or rest breaks other than what you've already  
5 testified to a few minutes ago?

6 A. Not that I could recall at this time.

7 Q. You previously testified -- let me back up.

8 Mr. Yeremian at one point earlier today was  
9 asking you about outside service employees complaining  
10 to you about not getting a meal break, and you've  
11 testified that you didn't remember any such events.

12 Then you testified that you have been asked for  
13 permission to take such a break and you said you never  
14 denied it, at least that's what my notes reflect.

15 My question for you is: Are you sure that you  
16 have never told an employee they couldn't take a meal  
17 break or that you just don't remember?

18 MS. MARTIN: Objection. Asked and answered,  
19 vague.

20 MR. CABADA: Join.

21 THE WITNESS: I don't remember but it's highly  
22 unlikely.

23 Q. BY MR. COWAN: Is it possible that somebody  
24 came to you and said, "Can I take a meal break?" and  
25 your answer was "Not now, you can have one later"?

1 of how long your breaks were -- your rest breaks?

2 I'm sorry, I'm getting tired.

3 What did they do as to keep track of how long  
4 your meal breaks were?

5 MR. CABADA: Objection. Speculation.

6 MS. MARTIN: Join.

7 MR. COWAN: I'll withdraw and rephrase.

8 Q. At the time that you were a valet at the  
9 Trump National Golf Club, to your knowledge, what were  
10 your supervisors doing to keep track of how long your  
11 meal breaks were?

12 A. I can't recall at this time.

13 Q. Do you remember whether, to your knowledge,  
14 there was any system in place so they could keep track  
15 as to how long a break you were taking?

16 A. I can't recall at this time.

17 Q. As you sit here today, can you remember what  
18 your supervisors were doing to communicate to you that  
19 you could take 30 minutes for a meal break?

20 A. I can't recall at this time.

21 Q. As you sit here today at this time, can you  
22 remember what your supervisors were doing to communicate  
23 to you that you were entitled to take a ten-minute rest  
24 break when you were -- you know, when it was your turn,  
25 when it was appropriate to take one?

1           A. I really --

2           MS. MARTIN: Objection. Vague.

3           THE WITNESS: I can't recall at this time.

4           Q. BY MR. COWAN: So you have no memory as to what  
5 your supervisors were doing to make sure you understood  
6 that for every four hours you worked you could take a  
7 full ten minutes for a rest break; correct?

8           A. Correct.

9           Q. And is it true that at the time that you were a  
10 valet, the only communication of any kind that you  
11 received in writing about taking rest breaks or meal  
12 breaks was the information in the employee handbook?

13          A. To the best of my knowledge, yes.

14          MR. COWAN: I don't have any further questions.

15          MR. YEREMIAN: Neither do I.

16          MS. MARTIN: No questions.

17          MR. CABADA: I have no questions.

18          MR. COWAN: So let me propose the stipulation.

19                So when the court reporter finishes preparing  
20 the transcript, she will send it directly to Mr. Kim's  
21 lawyer at which point she will be relieved of her duties  
22 under the Code of Civil Procedure.

23                At that point, Mr. Kim -- well, let me think  
24 about this for a minute because that's going to be two  
25 weeks from now, probably we're at the end of June.



<u>Page/Line #</u>	<u>Correction</u>	<u>Reason for Correction</u>
Pg. 5:19.	Change "J-O-E" to "J-O-E-L."	Name misspelled
Pg. 28:7	Change "I don't" to "MarielaFarias"	Clarification
Pg. 28: 23	Change "No" to "I recall receiving training via phone call from Nova Time in the presence of Mariela Farias and John Corey."	Clarification
Pg. 29: 7	Change "No" to "I recall receiving training via phone call from Nova Time."	Clarification
Pg. 29:17	Change "beyond" to "before"	Clarification
Pg. 35: 6-7	change "informal policy" to "informal practice"	Clarification
Pg. 41: 11	change "he" to "the"	Typo
Pg. 41:19	Add "But they are still paid during their meal period."	Clarification
Pg. 46:15	Change to "yes. But schedules showing meal periods started about 2 years ago."	Clarification
Pg. 60:36:	change "on-site" to "off-site"	Typo
Pg. 75:13:	change "he" to "we"	Typo
Pg. 142:18	Change "I can't recall, I'm sorry" to "yes. I knew of it by that time as long as manager was notified."	Clarification
Pg. 152: 20-153:3:	Change to "yes" to "Yes. Based on this conversation, I believed that the club paid employees during their meal periods and provided free food. The Club always made 30 minute meal periods available and this conversation did not lead me to believe that the club was not required to do so."	Clarification
Pg. 178:16.	Change "have" to "had"	Clarification



# **Exhibit F**

1 Q. Tell me what kind of classes in Human Resources  
2 you took at George Southern University.

3 A. Some were like collective bargaining, like  
4 unions and stuff like that. It's been many years ago,  
5 but that's one of them that comes to mind, because I  
6 was going to focus on where my dad's career was -- he  
7 was working for production -- and going from there.

8 Q. I am sorry; what was that about your father?

9 A. My career was going towards working for a  
10 production company.

11 Q. When you say "production," you mean --

12 A. Manufacturing.

13 Q. Oh, different terminology out here in  
14 Los Angeles.

15 A. Yeah.

16 Q. How many business classes do you think you took  
17 in the course of getting your degree, as opposed to  
18 liberal arts classes, like math and science and  
19 literature and history and government?

20 A. I don't know. I don't remember.

21 Q. How many classes relating to employment law  
22 issues did you take, other than collective bargaining?

23 A. Couldn't tell you.

24 Q. Do you have any idea at all?

25 A. I would be speculating.

1 or breaks?

2 A. No.

3 Q. Was there anything you did to make sure you  
4 were staying on top of developments in federal or state  
5 law about discrimination in the workplace?

6 MS. MARTIN: Objection, vague and ambiguous,  
7 overbroad.

8 Just to be clear, we are talking about while he  
9 was at Goodyear?

10 MR. COWAN: Yeah, we are talking about while  
11 you were at Goodyear in Georgia, back then.

12 THE WITNESS: You are talking about on my own?

13 BY MR. COWAN:

14 Q. On your own.

15 A. On my own, none.

16 Q. At the time you were working as a store manager  
17 in Georgia, to your knowledge, were there requirements  
18 under either federal or state law that employees receive  
19 meal or rest breaks?

20 A. I don't recall, but I would think that there  
21 were because we had to make sure they took their  
22 lunches.

23 Q. So you remember monitoring if employees were  
24 getting an opportunity to take lunch?

25 A. Yes.

1 Q. Anything else?

2 A. Doing payroll and anything else they needed me  
3 to do.

4 Q. Tell me all your responsibilities involving  
5 payroll at the Ocean Trails Golf Club.

6 A. It was collecting the time punches through ADP  
7 and calling them in over the phone and -- so that way,  
8 you could process payroll, so I was actually processing  
9 payroll.

10 There was only like fifty employees at that  
11 time.

12 Q. Did your responsibilities include making sure  
13 or monitoring that the workers were getting their meal  
14 or rest breaks?

15 A. No.

16 Q. Did they involve managing or supervising  
17 employees in any way?

18 A. No.

19 Q. You were strictly just processing and handling  
20 the payroll, getting it done?

21 A. Yes.

22 Q. How long did you hold this staff accountant  
23 position where you were doing general accounting and the  
24 payroll responsibilities that you just described?

25 A. That position grew to -- as they opened up and

1 than giving people who became employed an employee  
2 handbook that contained this language in it?

3 A. Nothing else I did.

4 Q. So by approximately 2000 -- I remember your  
5 testimony you don't remember exactly when it  
6 happened -- but you think sometime around '99 or 2000,  
7 you became the controller at the Ocean Trails Club?

8 A. Right.

9 Q. To what extent did your duties as controller  
10 include Human Resources responsibilities?

11 A. Can you be a little clearer on that?

12 Q. Sure.

13 Let's back up.

14 You have worked at a number of clubs, and you  
15 later assumed responsibility for Human Resources at the  
16 Trump National Golf Club, right?

17 A. Correct.

18 Q. So when I say "Human Resources," do you  
19 understand I am talking about issues regarding the  
20 treatment and management of employees?

21 A. As far as my role was to sit in if someone was  
22 being disciplined or something like that, I would sit in  
23 as a witness.

24 Q. At Ocean Trails?

25 A. At Ocean Trails.



1 Q. Other than being the designated witness who had  
2 to sit in when someone was getting wood-shedded or fired  
3 or otherwise disciplined or counseled for whatever  
4 reason, did you have any other involvement with Human  
5 Resources?

6 A. Just making sure that their paychecks were  
7 processed, and if they had any keys or anything else of  
8 company property, that we got that back from them.

9 Q. To be clear, your payroll processing simply  
10 involved taking the data that somebody else was giving  
11 you and processing it, not questioning or analyzing the  
12 data?

13 A. Correct.

14 The managers would sign off on all that stuff,  
15 would process it.

16 Q. Ocean Trails was, at some point, acquired by  
17 Donald Trump's company, VH Property Corporation, right?

18 A. Correct.

19 Q. And at the time it was acquired, you were  
20 still the controller of the Ocean Trails Club?

21 A. Yes.

22 Q. Had your duties changed in any way or were  
23 they still as you just described a moment ago?

24 A. Still the same.

25 Q. As best you remember, when did the Trump

1 to be private.

2 Q. Got you.

3 Was it your understanding that when Trump  
4 bought Ocean Trails that it was going to be keeping its  
5 existing staff, or were you worried about everybody  
6 being let go and there being a massive turnover?

7 A. I always worried about that, but they let us  
8 know right there that he didn't have anybody to take our  
9 place, so he kept us all on staff.

10 Q. Who told you that?

11 A. Actually, they did, when they came in and  
12 bought us; they had a big meeting.

13 Q. And when you say "they," I am asking who are  
14 the individuals you remember speaking or communicating  
15 that to you?

16 A. There was a VP that came down that was in  
17 charge of building the course and finishing it, and his  
18 name was Vinnie Stillio.

19 Q. So you kept your title, and at that time was  
20 Ocean Trails -- let me back up.

21 Tell me what kind of offerings Ocean Trails  
22 had.

23 In other words, were there -- was it open for  
24 business for people to come and golf a certain number of  
25 holes?

1 the best golf club of its kind, as opposed to simply  
2 providing good Customer Service?

3 A. Yes, even before he bought us.

4 Q. That was part of the culture, trying to be the  
5 best?

6 A. Yes. Our prices dictated that.

7 Q. Were the prices high end?

8 A. Yes.

9 Q. After Trump bought the Ocean Trails Club and  
10 became the owner, did you become aware of any changes in  
11 emphasis or priorities?

12 A. No.

13 Q. Was anything different, other than the person  
14 to whom you reported and the name on the paychecks you  
15 received?

16 MS. MARTIN: Objection, overbroad.

17 THE WITNESS: The only thing different was that  
18 we had more money to -- you know, for repairs.

19 BY MR. COWAN:

20 Q. Let's come back for a second -- I will get back  
21 to that in a second. We got off on a little bit of a  
22 tangent. We were talking about your employment history.

23 Trump becomes -- you are the controller at the  
24 Ocean Trails Club; Trump buys it; you retain your  
25 position as controller.

1           At some point, did your title or  
2 responsibilities change?

3           A.    Only on my own, as far as taking on more  
4 responsibility, as far as like computers and being the  
5 IT person -- the in-house IT person.

6           Q.    When did you, on your own initiative, assume  
7 responsibility for the IT and computer issues?

8           A.    Probably since he bought us, over the next  
9 three or four years.

10          Q.    So bit by bit, you voluntarily assumed more  
11 responsibility?

12          A.    Yes, in order to save money and have a faster  
13 response time.

14          Q.    Anything else?

15          A.    Not that I can remember.

16          Q.    At some point, did you assume responsibility  
17 for Human Resources functions?

18          A.    Yes.

19          Q.    When did that happen?

20          A.    When the general manager, Ewa Hijak, left.

21          Q.    Do you know why she left?

22          A.    She was terminated.

23          Q.    Do you know why?

24          A.    No.

25          Q.    Do you remember when that was?

1 A. That was July of 2003.

2 Q. So, in fact, only about a year to a year and a  
3 half after Trump bought the Ocean Trails Golf Club, you  
4 assumed Human Resources responsibilities?

5 A. Correct.

6 Q. Tell me how that came to be after general  
7 manager, Ewa Hijak, was fired?

8 A. There was no one else to take care of it, so  
9 the experience of me doing health benefits, Workers'  
10 Comp and all that stuff, I was just the next person in  
11 line to take over or the rightful person that could take  
12 over.

13 Q. Did you volunteer for this or did somebody from  
14 the Trump Organization say, essentially, "Tom, you are  
15 up"?

16 A. Pretty much, I am up.

17 Q. Who told you that?

18 A. Just the New York lawyers and counsel and just  
19 the management in New York.

20 Q. Who told you specifically that you were going  
21 to be assume that responsibility?

22 A. The general manager at that time.

23 Q. Who was that?

24 A. His name was Craig Samandil.

25 Q. He was in New York?



1 with Vinnie Stillio in finishing building the course.

2 Q. Was he originally based out of New York?

3 A. He was working for the mortgage company, Credit  
4 Swiss First Boston.

5 Q. So to your knowledge, he was not an employee of  
6 the Trump Organization or VH Property Corp.; he worked  
7 for this other mortgage company?

8 A. Right.

9 Mr. Trump hired him, and then he came out to  
10 work at our golf course to finish the construction with  
11 Vinnie, because we had a landslide.

12 Q. Then, when his contract ended, he was gone?

13 A. Correct.

14 Q. Do you have any idea where he went?

15 A. I think he went back to New York.

16 Q. So Craig Samandil told you at some point in  
17 about July of 2003 that you were going to assume  
18 responsibility for Human Resources at the club?

19 A. Correct.

20 Q. At that time, had you received any training in  
21 Human Resources or employee issues beyond what you have  
22 already told me about?

23 A. No.

24 Q. Did the Trump National Golf Club arrange for  
25 you to receive any training when they gave you this

1 additional responsibility?

2 A. Yes.

3 Q. What training?

4 A. We had brokers that were coming in from our  
5 insurance companies that were giving all of our  
6 managers training on various topics throughout the  
7 years.

8 Q. What was the name of the insurance broker?

9 A. I guess it was -- when Mr. Trump bought us, it  
10 was S & K Financial, so her name was Toni Shibayama.

11 Q. Sorry, the woman --

12 A. Toni, T-O-N-I.

13 Q. Last name?

14 A. Shibayama.

15 Q. Your best guess at how to spell that name?

16 A. I have no clue. S-Y-M -- I don't have any  
17 idea. It's S & K Financial is the name of her company.

18 Q. Was she the broker or the person who was  
19 giving the presentations?

20 A. Both.

21 Q. These presentations pertained to --

22 A. Anywhere from coaching to sexual harassment  
23 required training to whatever we asked her to do; she  
24 would cover those topics, from discipline, progressive  
25 discipline, anything else like that.

1 Q. Did you ever learn what her qualifications were  
2 to give those kinds of presentations?

3 A. No, I don't remember.

4 Q. Did you ever hear that she was a lawyer?

5 A. No, she's not a lawyer.

6 Q. Did you ever hear that she had studied those  
7 topics in college or obtained some sort of certification  
8 in them?

9 A. She does have a certification. I don't  
10 remember what certifications they are, in HR. There is  
11 a certification.

12 Q. So she obtained some sort of degree or  
13 certificate regarding HR topics, to your understanding?

14 A. Correct, yes.

15 Q. How many hours of training did you receive?

16 MS. MARTIN: Objection, overbroad as to time.

17 MR. COWAN: Let me rephrase.

18 THE WITNESS: Thank you.

19 BY MR. COWAN:

20 Q. When you were given this new responsibility of  
21 Human Resources, approximately how many hours of  
22 training did you receive at or around the time that you  
23 assumed these responsibilities?

24 A. We tried to do at least quarterly training, if  
25 not more.

1 Q. Thank you. I am asking something a little  
2 different; I'm sorry I didn't make it more clear.

3 A. Uh-huh.

4 Q. I understood you to say just now that as a  
5 general matter, the company was getting some sort of  
6 training every quarter.

7 A. Correct.

8 Q. So about every three months, there's some sort  
9 of presentation for the managers.

10 A. Right.

11 Q. My question is a little different.

12 Because they are putting you in charge of Human  
13 Resources and giving you responsibility for making sure  
14 that all the rights of employees are being protected  
15 and properly carried out, did they give you any  
16 immediate training so that you would be able, if not on  
17 day one, at least within the first couple of weeks, have  
18 some knowledge and education so you could properly do  
19 your job?

20 A. No. It was just experience that I already had  
21 from the years, you know, going through the company,  
22 being there.

23 Q. So you then began -- you were able to  
24 participate in this quarterly training that was being  
25 provided, but there was no special training given to

1 you beyond that; is that correct?

2 A. Correct.

3 Q. Before you assumed this responsibility, you  
4 were still the controller at VH Property.

5 So were you getting exposed to this quarterly  
6 training, anyway?

7 A. Yes.

8 Q. At this quarterly training, was there ever  
9 homework given?

10 A. Yes.

11 Q. So the quarterly training would consist of  
12 somebody from S & K, this woman, Toni Shibayama, showing  
13 up and giving you a presentation that lasted how many  
14 hours?

15 MS. MARTIN: Objection, overbroad as to time.

16 THE WITNESS: It just varied.

17 BY MR. COWAN:

18 Q. What was the typical range as to how long her  
19 presentations lasted?

20 A. About two hours.

21 Q. So sometimes a little more, sometimes a little  
22 less but, typically, she would show up and give a  
23 two-hour presentation and leave, and you folks would go  
24 back to your regular routine, correct?

25 A. Correct.



1 Q. Which one?

2 A. I don't remember the name of the law firm, but  
3 the lawyer's name was Paul Fleck.

4 Q. Was Mr. Fleck's law firm counsel for the Trump  
5 National Golf Club?

6 A. They have in the past, yes.

7 Q. Were they a law firm that you would deal with  
8 if legal issues came up?

9 A. At the beginning, yes.

10 Q. That changed at some point?

11 A. Yes.

12 Q. When?

13 A. Probably in '06, '07, right around in there.

14 Q. How did it change?

15 A. We had more access to counsel in New York.

16 Q. So you started consulting with New York  
17 lawyers?

18 A. Yes.

19 Q. Did you ever learn that those New York lawyers  
20 were also licensed to practice law in California?

21 A. I don't know.

22 Q. I am not asking you for the specifics of any  
23 conversation, but did those lawyers say things to you --  
24 did you ever hear those lawyers discuss California  
25 statutes?

1 MS. MARTIN: Objection, attorney/client  
2 privilege.

3 Don't answer that.

4 BY MR. COWAN:

5 Q. Did you ever hear those lawyers discuss  
6 California cases?

7 MS. MARTIN: Objection, attorney/client  
8 privilege.

9 Don't answer.

10 BY MR. COWAN:

11 Q. Do you have names of any of the lawyers in  
12 New York that you used to speak to for legal advice  
13 after you stopped using Mr. Fleck's law firm?

14 A. One was Bernie Diamond.

15 Q. Who?

16 A. Bernie Diamond.

17 Q. Anyone else?

18 A. Jason Greenblatt.

19 Is that how you say his name?

20 Q. Anyone else?

21 A. Michael Boccio; is that his name?

22 Q. Anyone else?

23 A. I believe that's it.

24 Q. To your knowledge, were these lawyers in-house  
25 with the Trump Organization?

1 A. Yes.

2 Q. How often at these presentations that S & K  
3 would put on for you would you receive literature that  
4 you would then take home and have occasion to study?

5 A. She always gave us stuff to refer back to,  
6 resources.

7 Q. And did you?

8 A. Sure.

9 Q. Where did you keep that literature?

10 A. At my desk.

11 Q. What happened to it after you left Trump?

12 A. I guess it's still there.

13 MS. MARTIN: Is this a good time to take a  
14 quick break?

15 MR. COWAN: Let's take a break now.

16 (Recess taken.)

17 BY MR. COWAN:

18 Q. We took a brief break.

19 Mr. Sperandeo, are you still feeling well?

20 A. Yes.

21 Q. Do you need or want to change any of your  
22 answers?

23 A. No.

24 Q. Did your responsibilities as the -- let me  
25 back up.

1 payroll, the processing and shopping payroll companies.

2 Q. Anything else?

3 A. No.

4 Q. So it is accurate to say -- and tell me if it's  
5 not -- that the Human Resources responsibilities that  
6 you assumed in approximately July of 2003, when you  
7 became the director of HR at Trump National Golf Club,  
8 were Workers' Comp issues, payroll issues and health  
9 insurance issues; is that correct?

10 A. Correct.

11 Q. When you say "payroll," what does that mean?

12 A. That is the processing -- I had a payroll  
13 person, and I would ensure that she did her job and  
14 would check after what she was doing, as far as  
15 collecting all the punches, the clocks, the -- I would  
16 say making sure that the checks get out on time,  
17 distributed to the managers, any issues with the clocks,  
18 missing punches, stuff like that.

19 Q. What do you mean by "issues with the clocks"?

20 A. Making sure that they have -- we have power  
21 outage, make sure they have battery backup.

22 We had two clocks; making sure they all work.  
23 One was Ethernet and one was modem.

24 Q. In other words, making sure that the clocks  
25 were working, mechanically?

1 A. Correct.

2 Q. Would it be accurate to say -- and tell me if  
3 it's not -- that your payroll responsibilities consisted  
4 of making sure that whatever data you had was collected  
5 and processed correctly and that checks were given to  
6 the employees in a timely way?

7 A. Yes.

8 Q. Have you now described all of your HR  
9 responsibilities?

10 A. Yes.

11 Q. And that remained the case throughout your  
12 employment at Trump National Golf Club?

13 A. Yes.

14 Q. What was the next change in your employment  
15 history?

16 MS. MARTIN: Objection, vague and ambiguous.

17 THE WITNESS: Yeah, can you --

18 BY MR. COWAN:

19 Q. Well, you told me that you became, first, the  
20 controller because you kept your job when Trump bought  
21 Ocean Trails.

22 A. Correct.

23 Q. In approximately July of 2003, you were made  
24 the director of Human Resources, as well as the  
25 controller, after Ewa Hijak left?



1           A.    Right.

2           Q.    I know at some point, you left Trump, and I  
3 also know from a little snippet you gave me that at some  
4 point, you became involved with the Coast Guard, so  
5 there are some developments you haven't told me about  
6 yet.

7                    What comes next?

8           A.    I guess the Coast Guard.  I got in in 1998; I  
9 can tell you that.

10          Q.    In 1998, did you apply to become a reserve  
11 member of the Coast Guard?

12          A.    Yes.

13          Q.    Why did you did that?

14          A.    Because I was already a Coast Guard  
15 auxilliarist, which was the volunteer portion, and as a  
16 reservist, I would get paid; and also, if I stayed in  
17 long enough, I could get retirement, along with some  
18 other benefits.

19          Q.    When did you become a Coast Guard auxiliary  
20 volunteer?

21          A.    '95.

22          Q.    Why did you do that?

23          A.    Because I had a boat, and I was -- our  
24 insurance company wanted us to have a safe boating  
25 course.  It was just another avenue to use my boat, to

1 Q. Anything else?

2 A. Security, port security.

3 Q. Anything else?

4 A. No.

5 Q. You left the Trump National Golf Club when?

6 A. May of 2010.

7 Q. Did you quit or were you fired?

8 A. I was terminated.

9 Q. Do you know why?

10 A. No.

11 Q. Were you told why?

12 MS. MARTIN: Objection -- I am going to object,  
13 right to privacy. His reasons for termination aren't  
14 relevant to this lawsuit, at least in the way you are  
15 asking the question.

16 So you don't have to answer that.

17 MR. COWAN: We will agree to disagree, but I  
18 will ask the question in different ways and see if I can  
19 get your lawyer to assuage her concerns and withdraw her  
20 objections.

21 Q. Who told you that you were being fired?

22 A. The general manager.

23 Q. Who?

24 A. Lily.

25 Q. Did she tell you if it was her decision or

1           A.    I don't know.  I am kind of indifferent about  
2   that.

3           Q.    At the time that Trump told you that you were  
4   being fired, were you happy working there?

5           A.    Yes.

6           Q.    So you would have kept the job if it were up to  
7   you?

8           A.    Yes.

9           Q.    Do you resent Trump in any way for having fired  
10   you?

11          A.    No.

12          Q.    It's not affecting your willingness to tell the  
13   truth either way, is it?

14          A.    No.

15          Q.    Did you receive any severance from Trump in  
16   conjunction with being fired or any separation agreement  
17   you may have signed at that time?

18          A.    Yes.

19          Q.    How much?

20                MS. MARTIN:  Objection, right to privacy.

21                Don't answer that question.

22                And right to settlement communication --  
23   privilege protected settlement communication.

24                MR. COWAN:  There's no privilege pertaining to  
25   that in this context; you know that.

1           When you were told by Lily Amini in May of 2010  
2 that you were being fired, were you given any  
3 opportunity to argue your case and persuade them that  
4 the decision was wrong?

5           A.    No.

6           Q.    Were you given any opportunity to make new  
7 information available to them, so they could  
8 independently reconsider their decision?

9           A.    No.

10          Q.    Were you given -- were you invited to provide  
11 them with additional information that might allow them  
12 to reconsider?

13          A.    No.

14          Q.    Would you have liked an opportunity to present  
15 additional facts to them that might give them grounds to  
16 reconsider their decision to fire you?

17          A.    No.

18          Q.    Why not?

19          A.    I had been there a long time, so I figured I  
20 have Trump on my resume and time to move on.

21          Q.    Do you think it was helpful to have Trump on  
22 your resume, since you had held a high-level managerial  
23 position there?

24          A.    Yes.

25          Q.    You believe you could get a positive reference

1 from Trump?

2 A. Yes.

3 Q. Do you have any concern that your testimony in  
4 this lawsuit may affect the kind of references that you  
5 get in the future?

6 A. No.

7 Q. I am not asking for the specifics, but you were  
8 in a sufficiently comfortable position that you were not  
9 panicked by the motion notion of being fired and  
10 suddenly not having a paycheck in the next time period;  
11 is that correct?

12 A. Correct.

13 Q. You were in a position where you could be out  
14 of work for a little while, anyway, and not suffer  
15 financially, correct?

16 A. Correct.

17 Q. Now let's go back to the issue of the training  
18 and education that you have received regarding  
19 California law with respect to employees since you moved  
20 out here through May of 2010.

21 I am going to try and -- I don't want to  
22 duplicate your testimony, obviously, for all kinds of  
23 reasons, efficiency and otherwise, so let me make sure  
24 we are on the same page. I will sort of recapitulate,  
25 and then I will pick up where we were.



1 Q. Tell me all the things that were covered during  
2 these risk management presentations.

3 A. Basically, going through the clubhouse and  
4 making sure it was safe, as far as trips and falls and  
5 other stuff.

6 Q. Anything else?

7 A. No.

8 Q. Anything pertaining to how employees were to be  
9 paid?

10 A. No.

11 Q. Anything pertaining to how they were to get  
12 their breaks?

13 A. No.

14 Q. Anything pertaining to discrimination?

15 A. No.

16 Q. But those topics started being covered to some  
17 extent after Trump bought the club, and its insurance  
18 broker arranged for presentations; is that right?

19 A. Right. That was part of being a broker, that  
20 we had this free training.

21 Q. So we are back to Ms. Shibayama and her  
22 presentations.

23 I want you to tell me all the things, all the  
24 topics that she addressed during these presentations  
25 that she would give for approximately two hours every

1 three months or so.

2 A. Like I said before, it was basically coaching,  
3 sexual harassment, disciplinary procedures.

4 That's all I can remember.

5 Q. Does coaching mean talking to employees and  
6 trying to motivate and encourage them to do a better  
7 job, or something else?

8 A. Correct.

9 And also, if they weren't doing what they were  
10 supposed to be doing, as far as coming in late, stuff  
11 like that, how to correct that employee's behavior.

12 Q. Sexual harassment means being taught what  
13 sexual harassment is and what to do if you believe it's  
14 happening?

15 A. Correct. It's the state-mandated training that  
16 is required.

17 Q. Is it your understanding that sexual harassment  
18 is prohibited by the state and federal civil rights  
19 laws?

20 A. Correct.

21 Q. Other than what we have -- you have just  
22 described and I have summarized, is there any other  
23 discussion or areas covered when the talks were about  
24 sexual harassment?

25 A. Basically, when -- how often, every two years,

1 I believe, and whenever we have a new manager come in,  
2 we need to set them up to have sexual harassment  
3 training.

4 Q. You understood it was the mandatory training  
5 that California law at some point required for companies  
6 that have more than -- it's either fifty or a hundred  
7 employees; I forget --

8 A. Yes.

9 Q. -- for the managers?

10 A. Yes.

11 Q. And this training was provided only to the  
12 managers, correct?

13 A. Correct.

14 Q. It was not made available to the rank and file,  
15 the hourly workers?

16 A. Correct.

17 MS. MARTIN: Objection, calls for speculation.

18 BY MR. COWAN:

19 Q. To your knowledge?

20 A. To my knowledge.

21 Q. You were the director of HR.

22 As the director of HR, if presentations were  
23 being made available to nonmanagerial employees, you  
24 would have known about it, right?

25 A. Yes.

1           A.    As far as like theft.  That would be immediate  
2    termination, stuff like that.

3                    It's up to the discretion of management or  
4    Trump to decide, determine that.

5           Q.    Tell me all of the things that would fall into  
6    the "stuff like that" category besides theft.

7                    MS. MARTIN:  Objection, overbroad, vague and  
8    ambiguous.

9    BY MR. COWAN:

10           Q.    As you understood it.

11                    MS. MARTIN:  I think he answered the question  
12    that it was discretionary.  So it can't be all the  
13    things.  He would have to come up with a speculative  
14    list of every single thing anybody could ever do to be  
15    fired.

16                    MR. COWAN:  Ms. Martin, that's coaching, and  
17    it's not appropriate.

18                    THE WITNESS:  Yeah, that's the way I would  
19    look at it.  It would be hard to determine exactly what  
20    was.

21    BY MR. COWAN:

22           Q.    You told me that you were given training about  
23    progressive discipline, and that was a policy that the  
24    club generally followed --

25                    MS. MARTIN:  Objection, misstates his

1 controller, did you have the authority to fire people,  
2 to your knowledge?

3 A. No.

4 Q. Who did have that authority?

5 A. General manager.

6 Q. Anyone else?

7 A. He had to approve it.

8 Q. Excuse me?

9 A. He had to approve it.

10 Q. So the only person who had the authority to  
11 fire people without getting permission from anyone else,  
12 as you understood it, was the general manager of the  
13 Trump National Golf Club?

14 A. Correct.

15 Q. What was said to you in these training sessions  
16 about progressive discipline?

17 A. It was basically to be fair with the employee,  
18 to make sure that we got everyone's side; do an incident  
19 investigation; and then just depending on what it was,  
20 if they keep -- if they kept the same problem over and  
21 over and over, that it would go from verbal to written  
22 to suspension to termination, or it just depends on what  
23 we saw fit, as long as we were being consistent with  
24 each employee.

25 Q. Was it your understanding that that procedure



1 was to be followed, assuming non-extreme circumstances,  
2 theft or violence or something like that, because it  
3 was fair to the employee or just to protect the company,  
4 or something else?

5 MS. MARTIN: Objection, vague and ambiguous.

6 THE WITNESS: Basically, it's to be fair to the  
7 employee, protect the worker and protect the company,  
8 both.

9 BY MR. COWAN:

10 Q. Would you say, as you understood it, the Trump  
11 National Golf Club was equally interested in protecting  
12 its employees from unfairness, as well as protecting its  
13 own interests?

14 A. Yes.

15 Q. When Ms. Shibayama gave these presentations,  
16 would she typically cover one topic at a time?

17 A. Whatever we requested her to do at that time.  
18 When we set up the training, it would be, you know, we  
19 wanted to have -- we have a -- we have new managers, and  
20 we wanted them to be trained on this topic.

21 Q. But she's coming in every quarter.

22 What I am trying to find out is, would there be  
23 sessions where she would come in for her two hours and  
24 talk about coaching and sexual harassment and  
25 progressive discipline, or was it typically one topic?

1           A.    It's usually one topic.

2           Q.    So -- would it typically rotate where there  
3 would be coaching, and then three months later, sexual  
4 harassment, and then three months later, discipline, and  
5 then the cycle started over again, or would there  
6 sometimes be the sexual harassment, two sessions in a  
7 row because of manager turnover, or something else like  
8 that?

9           A.    It varied.

10          Q.    So you might have the cycle rotation going on,  
11 and then you might have some repeats?

12          A.    Just as needed, yeah.

13          Q.    Any other training in legal issues pertaining  
14 to employees that you received at the Trump National  
15 Golf Club that you have not already told me about?

16          A.    Not that I can remember.

17          Q.    Did you also at some point start receiving  
18 education or training about the laws regarding employees  
19 from the Coast Guard?

20          A.    Yes.

21          Q.    What did you learn from the Coast Guard?

22          A.    Basically, it's -- you know, the civil rights  
23 training; we have mandated training yearly, and that  
24 involved sexual harassment, civil rights, suicide  
25 prevention and a bunch of other security training.

1 Q. That was after my client, Lucy Messerschmidt,  
2 was gone from the Trump National Golf Club, right?

3 A. I presume so.

4 Q. Was this after Dave Perry was gone from the  
5 Trump National Golf Club?

6 A. I don't remember when he left.

7 Q. I am not Mr. Perry's lawyer, but I just looked  
8 at his complaint.

9 So if I told you that he was let go in  
10 approximately September of 2008, would that ring a  
11 bell?

12 A. That sounds about right, probably.

13 Q. So at that time, you were still the beneficiary  
14 of live instruction from the Coast Guard?

15 A. I would say yes.

16 Q. I would like you to tell me all the topics and  
17 issues that the Coast Guard covered when it gave you  
18 training about civil rights.

19 A. From what I can remember, it's basically --  
20 it's working with your co-workers, in that respect,  
21 because we don't do hiring and firing in the Coast  
22 Guard. It's respecting everybody's religion, and now  
23 it's with gay and gender issues and stuff like that.

24 Q. Anything else?

25 A. Not that I can recall.

1 Q. Can you think of anything that would help you  
2 remember?

3 A. It's mostly just gender and -- there's not  
4 much age discrimination, because we don't do hiring and  
5 firing. It's all just basically working and being  
6 politically correct with each other, respecting each  
7 other, because there's different nationalities in the  
8 Coast Guard.

9 Q. Anything else you can think of?

10 A. No.

11 Q. So you have now told me the gist of all the  
12 training you received from the Coast Guard about civil  
13 rights?

14 A. Yes.

15 Q. At any time, have you ever received any  
16 training about retaliation?

17 A. From Toni.

18 Q. When?

19 A. That would be part of her progressive  
20 discipline.

21 Q. What did she tell you?

22 A. She would tell you that once you discipline  
23 someone, that you can't retaliate against them.  
24 Especially we had an open-door policy that if they came  
25 and talked to HR and made a complaint about that

1 Q. Did you have an understanding that Donald Trump  
2 is an officer of VH Property Corporation?

3 A. Yes.

4 Q. Is he the president?

5 A. Yes.

6 Q. Is he also a member of the board of directors,  
7 to your knowledge?

8 MS. MARTIN: Objection, lacks foundation,  
9 assumes facts.

10 MR. COWAN: I am asking.

11 THE WITNESS: I don't know.

12 BY MR. COWAN:

13 Q. To your knowledge, between the time you became  
14 the controller through September of 2008, were there  
15 officers or directors in New York who supervised or  
16 needed to review or approve, after the fact, personnel  
17 decisions by the club's general manager?

18 A. Can you say that, again?

19 Q. Sure.

20 Do you know whether at any time from the time  
21 you started working as the controller through September  
22 of 2008, that the general manager had to get permission  
23 from New York before he or she could fire anyone?

24 A. Only top management, managers.

25 Q. What positions fall into the top management



1           A.    Who, Mike's?

2           Q.    Yes.

3           A.    No.

4           Q.    You had no opinion, one way or the other?

5           A.    He had already been a general manager prior.

6           Q.    I understand.  I am -- you know, people hold

7 all kinds of jobs, and sometimes they are extremely

8 well-suited and qualified for them, and sometimes they

9 are not and they got the job for the wrong reasons.

10          A.    Uh-huh.

11          Q.    Which is why I asked if you had any opinion of

12 any kind, once you started working with

13 Mr. Van der Goes in his position of his being the

14 general manager, about whether he was qualified for the

15 job?

16          A.    I would say he was qualified for the job.

17          Q.    Do you think he was a good general manager?

18          A.    I think he was a great general manager.

19          Q.    Why do you think he was a great general

20 manager?

21          A.    He is a people person.

22          Q.    So he was friendly and outgoing and interacted

23 well with the other employees?

24          A.    Very well, yes.

25          Q.    Any other reason you think he was a great

1 general manager?

2 A. He worked well with Mr. Trump.

3 Q. That's clearly important.

4 Any other reasons?

5 A. He worked well with the public. He knew

6 customer satisfaction.

7 Q. Have you now told me all the reasons that you

8 thought Mr. Van der Goes was a great general manager?

9 A. The majority of them that I can remember.

10 Q. Take your time and tell me all the ones you

11 can think of.

12 A. That's about all I can think of right now.

13 Q. Do you want a minute to think further?

14 A. No, not really.

15 Q. Would you agree with the statement

16 Mr. Van der Goes delegated all HR responsibilities to

17 you?

18 A. No.

19 Q. As you understood it, what HR responsibilities

20 did he involve himself with?

21 A. Well, he was -- as general manager, as part of

22 managing, he was using HR responsibilities at all

23 times.

24 Q. To your knowledge, did he concern himself with

25 scheduling?

1 as you knew him?

2 MS. MARTIN: Objection, vague and ambiguous.

3 THE WITNESS: It's hard to say.

4 BY MR. COWAN:

5 Q. Did you ever hear Mr. Conforti say, "I am  
6 wrong"?

7 A. Sure.

8 Q. Any other ways you can describe his management  
9 style?

10 A. No.

11 Q. You were also controller for a time -- let me  
12 back up.

13 When you left, was Mr. Conforti still the  
14 general manager or had Lily Amini assumed the position?

15 A. Lily had assumed it.

16 Q. How would you describe her management style?

17 A. Actually, I wasn't there long enough to see it.

18 Q. Was she the -- she was the assistant general  
19 manager while you were there as well, correct?

20 A. Correct.

21 Q. How would you describe her management style  
22 then?

23 A. I am not sure, because she didn't really make  
24 too many decisions without David. David made all the  
25 decisions. She was still learning.

1 Q. Do you have an opinion as to who was a better  
2 general manager, Mike Van der Goes or David Conforti?

3 A. No.

4 Q. As you sit here today and you look back, who  
5 do you think was the better GM?

6 MS. MARTIN: Asked and answered.

7 You can answer the question, if you can.

8 THE WITNESS: Yeah, just -- they both had their  
9 strengths and both had their weaknesses. They both  
10 performed their job.

11 BY MR. COWAN:

12 Q. If you owned a golf club and you were going to  
13 pick someone to run it, who would you pick of the two?

14 A. I would say Mike.

15 Q. Why?

16 A. I just liked his -- I prefer his management  
17 style.

18 Q. Would David Conforti consult with you about HR  
19 matters before making decisions?

20 A. Yes.

21 Q. Would he consult with anyone else?

22 A. Mariela, who was the payroll and HR manager.

23 Q. Mariela Farias?

24 A. Yes.

25 Q. What is your understanding about what her

1 training was in HR?

2 A. Everything through Toni and what I taught her.

3 Q. So her knowledge consisted of what she learned  
4 from you, as well as what she learned from these  
5 presentations put on by Toni Shibayama; is that  
6 correct?

7 A. Correct, and she also went to Paul Fleck's  
8 training with me yearly.

9 Q. Other than these training sessions, to your  
10 knowledge, she had no education or formal training in  
11 employment law or Human Resources matters; is that  
12 right?

13 A. That's correct.

14 Q. The presentations you attended with Paul Fleck,  
15 they were once a year?

16 A. Correct.

17 Q. Where were they held?

18 A. Irvine.

19 Q. Would he give you literature?

20 A. Sure.

21 Q. Did it include cases?

22 A. Yes.

23 Q. Did it include statutes?

24 A. Yes.

25 Q. Did you read them?



1           A.    Yes.

2           Q.    Can you identify any of the statutes that he

3 gave you?

4           A.    No.

5           Q.    Do you remember what they pertained to?

6           A.    One was the -- he gave us updates yearly,

7 because we went a few years. Update the stuff every

8 year.

9                    The last one I remember was the Brinker's

10 case.

11          Q.    The Brinker decision by the court of appeal?

12          A.    Yeah.

13          Q.    Not by the California Supreme Court?

14          A.    It was a few years ago, so it was before this

15 recent decision, whatever that was.

16          Q.    That's an appellate decision you remember?

17          A.    Uh-huh.

18          Q.    Do you remember him giving you any statutes?

19          A.    No.

20                    I don't know what a statute is.

21          Q.    A statute is a law that the legislature passes

22 or the Congress.

23          A.    Okay.

24          Q.    Which can pertain to anything from rules of the

25 road, which are like the Vehicle Code, to the criminal

1 laws prohibiting battery or prostitution or murder or  
2 anything else you can think of, to regulating taxes.

3 MS. MARTIN: For example, just to maybe help  
4 you understand a little better, like the Labor Code; a  
5 Labor Code section that provides law or something like  
6 that.

7 THE WITNESS: Okay.

8 He probably did, but I don't remember the  
9 specifics.

10 BY MR. COWAN:

11 Q. You don't remember any of them at all, correct?

12 A. Correct.

13 Q. At all times that you were the director of  
14 Human Resources, was there a lawyer available to you to  
15 answer questions about employment law if something hit  
16 your radar and you weren't sure what to do?

17 A. As far as I recall, not until Bernie Diamond,  
18 and that was like in 2007.

19 Q. Before that time -- let me back up.

20 Mr. Diamond was available to you or to the  
21 general manager or to any of the other department heads,  
22 to your knowledge?

23 A. Correct.

24 Q. And before that time, if there was an issue  
25 that popped up and you were -- to your knowledge, the

1 GM, weren't sure what to do, who would you go to for  
2 legal advice?

3 A. We would go to Toni, and she had resources that  
4 she could get answers, if she couldn't answer our  
5 questions, or attorneys.

6 Q. Would she give you the answer or would she put  
7 you in touch with the lawyer?

8 A. She would give us the answer.

9 Q. What kind of legal issues was she giving you  
10 advice about in response to your questions to her?

11 A. Basically, if we had a certain employee that  
12 we wanted to hire -- actually fire, she would make sure  
13 that we covered all the bases.

14 Q. Anything else?

15 A. I can't remember.

16 Q. You said, as best you remember, Bernie Diamond  
17 became the lawyer available to you to answer questions  
18 in approximately when?

19 A. I believe 2007 was the first time we spoke with  
20 him.

21 Q. When did you start attending these  
22 presentations by Paul Fleck?

23 A. Pretty much when we got Toni on board, when  
24 Mr. Trump bought us.

25 Q. To your knowledge, was Mr. Fleck available to

1 answer questions or someone else at his firm?

2 A. To us, yeah, he was available, but there  
3 would -- you know, there would be a charge.

4 Q. Were you told that it wasn't okay to incur  
5 charges to get answers to legal questions about  
6 employees?

7 A. If we had a legal issue that was pressing that  
8 we needed a lawyer, yes.

9 If we were looking for advice and  
10 interpretation of a law, we would go through Toni, and  
11 it would be free.

12 Q. What, in your mind, distinguished a situation  
13 where you needed legal advice from a lawyer, as opposed  
14 to getting advice about the law from someone who is not  
15 a lawyer, like this insurance person, Toni Shibayama?

16 A. Just making sure we were following the  
17 California labor laws as far as following the  
18 progressive, what we were following in our handbook and  
19 interpreting our handbook.

20 Q. I am not sure I got that. Let me see if I  
21 understood your question.

22 If I didn't, you tell me. I am not trying to  
23 put words in your mouth.

24 If you had a scenario where you needed or  
25 wanted interpretation about something in the employee

1 handbook, which, in turn, to some extent codified  
2 California and federal law, you would get in touch with  
3 her, and if it was some other legal issue, you would get  
4 in touch with the lawyer directly; is that right?

5 A. Right.

6 If we wanted to make sure we were consistent  
7 with how we were treating other employees, we would  
8 contact Toni.

9 Q. Otherwise, you would get in touch with someone  
10 from Mr. Fleck's law firm?

11 A. No, we would contact Mr. Fleck directly, but we  
12 didn't have an issue before then.

13 Q. Were you ever cautioned to make sure you didn't  
14 spend too much money on legal fees?

15 A. No. There were never any issues to worry about  
16 that. It never came up.

17 Q. Did you ever learn of any admonitions from  
18 anyone in the Trump Organization not to spend too much  
19 money on lawyers, getting advice about how to comply  
20 with the law?

21 A. At the very end, there was legal concerns as  
22 far as money.

23 Q. What were those concerns?

24 A. Bills.

25 Just that he -- New York wanted us to be able



1           A.    Yes.

2           Q.    Before that conversation, were you ever aware  
3 of any concerns being expressed about how much money the  
4 company was spending on lawyers?

5           A.    That's always a concern.

6           Q.    Why do you say that?

7           A.    Because we have lawyers for property tax; we  
8 have lawyers for real estate issues, all that stuff.

9           Q.    So as you understood it, throughout your  
10 employment at Trump National Golf Club, there was a  
11 concern about the company spending too much money on  
12 lawyers; is that right?

13          A.    Correct.

14          Q.    And you understand that money can be spent on  
15 lawyers in essentially two ways.

16                Number one, you get advice to keep you out of  
17 trouble; and, number two, after a problem develops; is  
18 that right?

19                MS. MARTIN:  Objection, vague and ambiguous.

20 BY MR. COWAN:

21          Q.    Would you say that's a fair characterization?

22          A.    I would say you are missing three, that in  
23 order to do certain things, real estate procedures of  
24 selling and stuff like that, you have to have lawyers.

25          Q.    Right, you need a lawyer to help negotiate the

1 Q. That's not been produced today, correct?

2 A. No.

3 Q. Did you bring a copy?

4 A. No.

5 MS. MARTIN: And we are objecting to production  
6 of that document as a privileged and confidential  
7 settlement communication.

8 BY MR. COWAN:

9 Q. Would it be fair to say that when you were the  
10 director of Human Resources and the controller, that  
11 you were responsible for setting the HR policies for the  
12 Trump National Golf Club?

13 A. No, I was not.

14 Q. Who was?

15 A. The attorneys in New York, corporate.

16 Q. And that would be Bernie Diamond, Jason  
17 Greenblatt and Michael Boccio?

18 MS. MARTIN: Calls for speculation.

19 THE WITNESS: Correct.

20 BY MR. COWAN:

21 Q. So to be clear, the only lawyers you are aware  
22 of in New York who were giving advice or involved in  
23 the management and operation of the Trump National Golf  
24 Club were Bernie Diamond, Jason Greenblatt and Michael  
25 Boccio, correct?

1           A.    That's were the only ones I had access to and  
2 heard their names.

3           Q.    I understand there might have been others, but  
4 those are all the ones you are aware of?

5           A.    That I am aware of, correct.

6           Q.    You never heard any other names?

7           A.    Not that I can recall.

8           Q.    So although you had the title of director of  
9 Human Resources, in fact, the HR policy was being set in  
10 New York by lawyers Bernie Diamond, Jason Greenblatt and  
11 Michael Boccio, as you understood it, and not by you,  
12 correct?

13          A.    Correct.

14          Q.    Were you responsible for enforcing the  
15 companies that these New York lawyers were establishing  
16 for the Trump National Golf Club?

17               MS. MARTIN:  Objection, vague and ambiguous.

18               THE WITNESS:  Yeah, I -- can you be more  
19 specific?

20               MS. MARTIN:  I think you just asked -- you  
21 said, "the companies," and I think you meant, "the  
22 policies."

23               MR. COWAN:  I might have misspoken.  It's  
24 happened before and will probably happen, again.  Let  
25 me try that, again.  Thank you for telling me I wasn't

1 clear.

2 Q. Were you responsible for enforcing these  
3 company policies being established by the foregoing  
4 lawyers in New York that you just identified?

5 A. Correct.

6 Q. So it was your job to implement them and carry  
7 them out?

8 A. I was making sure that the managers, working  
9 along with the general manager, enforced and carried out  
10 our policies.

11 Q. Right.

12 General gives an order or the president gives  
13 an order, and then the general and the generals below  
14 him and the colonels and everyone else, as it goes down  
15 the command chain, is in charge of implementing them and  
16 carrying them out?

17 A. Correct.

18 Q. So you were -- depending on how you want to  
19 torture this analogy -- in charge of implementing  
20 policies being established by New York, correct?

21 A. Correct.

22 Q. During the time you were the director of Human  
23 Resources for the Trump National Golf Club, did your  
24 management style change in how you worked to make sure  
25 that the club's policies were being implemented and

1 effected?

2 MS. MARTIN: Vague and ambiguous.

3 THE WITNESS: That's an opinion. I don't  
4 know.

5 BY MR. COWAN:

6 Q. I am asking you, based on what you did.

7 In other words, in the beginning, were you sort  
8 of acting one way, and then at some point you switched  
9 and started implementing different procedures or  
10 processes or checks and balances?

11 MS. MARTIN: Objection, overbroad.

12 THE WITNESS: Yeah, if you want to be more  
13 specific. I don't really know how to answer that.

14 BY MR. COWAN:

15 Q. Well, I can't be more specific now because I  
16 don't know what you did.

17 A. Right.

18 Q. I am asking, if I were to put it very simply,  
19 did you do your job differently at one time, and then  
20 another way later?

21 A. As far as I am concerned, I didn't, but --

22 Q. That's fine.

23 A. -- that's the interpretation from someone else.

24 Q. I am asking about your interpretation. I am  
25 looking for your testimony.



1           A.    Yeah.

2           Q.    So from your perspective, you did your job  
3 basically the same all throughout the time you were the  
4 director of Human Resources?

5           A.    Yes.

6           Q.    Very helpful; thank you, sir.

7                    So tell me all the things you did as a general  
8 or colonel who is in charge of making sure that the  
9 managers and supervisors below you are carrying out  
10 these policies that have been established. Tell me  
11 everything you did to make sure that was happening.

12                   MS. MARTIN:  Objection, overbroad, vague and  
13 ambiguous.

14                   THE WITNESS:  That would be a lot of things.  
15 I can give you some examples.

16           BY MR. COWAN:

17           Q.    Well, I want to talk about it in a broader,  
18 more conceptual way.

19           A.    Uh-huh.

20           Q.    Your managers -- your department heads and the  
21 other managers, they get the policies -- they were told  
22 about the policies, right?

23           A.    Right.

24           Q.    Were the policies, for the most part, all set  
25 out in the employee handbook?

1 A. Correct.

2 Q. Occasionally, there would be another kind of  
3 memo, as well?

4 A. Correct.

5 Q. And that would be given to the department heads  
6 and the other managers?

7 A. Correct.

8 Q. Other than giving them these memos or  
9 handbooks, tell me everything you would do to make sure  
10 that they then carried out these policies that were set  
11 forth on these pieces of paper.

12 A. Basically, a lot of stuff had to have  
13 signatures, so as accountants and stuff, we made sure  
14 that all the documents, if it was something an employee  
15 had to sign, that we had it signed, that we put  
16 everything in their employee files.

17 We made sure that they communicated with the  
18 staff, held their staff meetings. When we have our  
19 staff meetings, stuff was brought up and discussed,  
20 anything changes.

21 Q. Anything else?

22 A. If Mariela ever got any feedback from the  
23 employees, that we would communicate it to the managers  
24 or the GM and make sure any changes or people were  
25 notified in a better fashion or whatever.

1 Q. Anything else?

2 A. I think that sums it up.

3 Q. During this time you were the director of  
4 Human Resources for the Trump National Golf Club, did  
5 you join any professional associations for HR  
6 professionals?

7 A. No.

8 Q. Why not?

9 A. Just didn't have time.

10 Q. Which part of the job, as the controller and  
11 HR director, did you find more interesting, the  
12 controller side or the director of HR side?

13 A. Controller side.

14 Q. Did you subscribe to any journals for HR  
15 professionals?

16 A. We joined the California Chamber of Commerce  
17 and they had -- we would get our labor law guides from  
18 them.

19 Q. The club joined?

20 A. Right.

21 Q. I am asking something a little different.

22 Did you, personally, join any -- sorry -- did  
23 you, personally, subscribe to any HR journals?

24 A. No.

25 Q. Did you ever set up any kind of audits to

1 A. Not that I can remember.

2 Q. I just mentioned the fact that there were  
3 employee handbooks. We will get to them specifically  
4 but, as a general proposition, do you know who wrote  
5 those employee handbooks?

6 A. No.

7 Q. Who gave them to you?

8 A. New York.

9 Q. Did you have an opportunity to have any input  
10 in their creation or content?

11 A. No.

12 Q. You were just -- it was just given to you and  
13 said, "Here is the employee handbook; go run with it"?

14 A. Correct.

15 Q. Yes?

16 A. Yes.

17 Q. To your knowledge, were you or whatever general  
18 manager was in effect at the time given the opportunity  
19 to review the handbook and communicate to New York, "I  
20 don't like this; I think this part could be said better;  
21 that part should be different"?

22 A. I think when Jill came, we did.

23 Q. But before that?

24 A. Before that? I don't think the handbook -- the  
25 handbook was -- wasn't changed that often. It wasn't

1 jointly -- was changed every year.

2 Q. All the more so. If it's being changed less  
3 frequently, you could argue that it's even more  
4 important to get it right.

5 Again, my question is -- I may not have asked  
6 it very well or maybe you just didn't understand it --

7 A. Right.

8 Q. -- are you aware of any opportunities that were  
9 given to you or to the general manager, to your  
10 knowledge, for input to communicate suggestions or  
11 requested changes?

12 A. We could always do that if we felt it was  
13 needed to, but we didn't really have any issues with  
14 it.

15 Q. So to your knowledge, neither Mr. Conforti nor  
16 Mr. Van der Goes nor Craig Samandil had ever had  
17 concerns or questions or suggestions about the employee  
18 handbook; is that right?

19 A. Not that I can remember.

20 Q. On a related point, you are aware of the  
21 website for the Trump National Golf Club?

22 A. Yes.

23 Q. To your knowledge, who wrote the copy for  
24 that?

25 A. I think we had a third-party company that did



1 it for us.

2 Q. Do you know who gave them the ideas and  
3 concepts that were expressed?

4 A. The general manager.

5 Q. Do you know which general manager was  
6 responsible for creating the first draft of the Trump  
7 National Golf Club website?

8 A. Way back then, we had a -- way back then, we  
9 had a marketing director, and he probably worked with  
10 the general manager.

11 I am just surmising; I am not sure.

12 MS. MARTIN: Only if you know.

13 THE WITNESS: I don't know.

14 BY MR. COWAN:

15 Q. Do you know whether Donald Trump ever reviewed  
16 or had input on the text that's on the Trump National  
17 Golf Club website?

18 A. I don't know.

19 Q. Who would know, to your knowledge?

20 A. General manager. They would deal directly with  
21 him.

22 MR. COWAN: It is about 12:50. I am at a point  
23 where I could stop for lunch. We could go further or we  
24 could break now, depending on how you and Mr. Sperandeo  
25 are feeling.

1 BY MR. COWAN:

2 Q. I understand. You mentioned that -- you said  
3 about Ocean Trails, that they tried to have an emphasis  
4 on a fabulous, superior kind of --

5 A. Resort.

6 Q. -- experience for people who played there.

7 A. Right.

8 Q. Before the Trump Organization, Mr. Trump bought  
9 the club, were you familiar with Donald Trump?

10 A. Yes.

11 Q. You understood him to be a successful and  
12 wealthy entrepreneur who put his name on things, tried  
13 to hold them out as being the best?

14 A. Yes.

15 Q. You understood him to be someone who likes to  
16 market his business ventures and real estate properties  
17 as providing the most superior kind of experience  
18 possible for people?

19 A. Yes.

20 Q. The best money can buy?

21 A. Yes.

22 Q. And good value for what you spent.

23 A. Yes.

24 Q. Expensive, but worth it?

25 A. Yes.

1 Q. Would you say that attitude and those -- that  
2 kind of goal and strategy existed throughout the time  
3 that you were working at the club while it was owned by  
4 Trump?

5 A. Yes.

6 Q. As a result, would you agree that there was a  
7 constant emphasis on striving to obtain the highest  
8 possible level of service and quality for guests?

9 A. Yes.

10 Q. And that attitude extended to the restaurants  
11 of the golf club as well, correct?

12 A. Yes.

13 Q. And it extended also to the golfing experience,  
14 right?

15 A. Correct.

16 Q. Did you ever -- let me back up.

17 How often would you interact with Donald Trump,  
18 himself?

19 A. Very rarely, if at all.

20 Q. Over the years that you worked for the  
21 organization while it was owned by Trump, how many  
22 times, as you can best estimate, did you actually  
23 interact with Donald Trump?

24 A. I would say about five times.

25 Q. How many times, excluding those five times, did



1 you have occasion to hear Mr. Trump talking to employees  
2 of the club, whether it was managers or otherwise?

3 A. A few times.

4 Q. Does "a few" mean two or three or a half a  
5 dozen or something else?

6 A. I would say about half a dozen.

7 Q. Did you ever hear Mr. Trump give talks or share  
8 remarks to employees where he generally talked about how  
9 he wanted things to be at the club?

10 A. I never heard him talk and address the  
11 employees. That's about it. Yeah.

12 Q. What kind of remarks did you hear Mr. Trump  
13 make?

14 In other words, what were the topics he was  
15 discussing?

16 A. Service.

17 Q. What about service?

18 A. Just as you explained, top-notch service, his  
19 name, marketing his name.

20 Q. Anything else?

21 A. That's about it.

22 Q. So the only thing you can remember overhearing  
23 Mr. Trump discussing with other managers or employees at  
24 the club were the issues of service and how it needed to  
25 be top-notch and commensurate with the reputation he has

1       tried to attach to his name?

2           A.     Correct.

3           Q.     Did you ever hear Mr. Trump express concern  
4       about making sure that the employees were treated well?

5           A.     I think that's part of his policy in his  
6       handbook and stuff like that.

7           MR. COWAN:   Move to strike as nonresponsive.

8           Q.     I am asking something a little different.

9           I am asking:   Have you ever heard words come  
10       out of his mouth where he talked about that concern?

11          A.     About making sure that his employees are  
12       treated correctly?

13          Q.     Yes, expressing concern that his employees are  
14       being treated well or correctly, as the law requires?

15          A.     I would say yes.

16          Q.     Tell me about that.

17                 When did you hear him say that?

18          A.     We had a manager's meeting in 2010 down at Mar  
19       Lago, where he addressed all the managers of all his  
20       properties, and he was talking about service and  
21       treating his customers well and treating his employees  
22       well.

23          Q.     And that was the first time you heard him give  
24       remarks like that?

25          A.     Directly.



1 was tracked using a timecard involved people clocking in  
2 with a code?

3 MS. MARTIN: Objection, vague and ambiguous.

4 MR. COWAN: Let's back up.

5 Q. One of the issues in this case is the time that  
6 your hourly, nonexempt workers were employed, and  
7 whether they, based on the amount of time they worked,  
8 got meal or rest breaks to which they were entitled.

9 Do you understand that?

10 A. Uh-huh.

11 Q. You have read the lawsuit before, right?

12 A. Right.

13 Q. I want to talk to you very briefly about the  
14 timekeeping systems at the club. Others have testified  
15 about this, and I just want to try to summarize the  
16 testimony and confirm your understanding that what's  
17 been said before is consistent with your recollection.

18 A. Okay.

19 Q. Trying to speed things up a little bit.

20 All of the nonexempt employees had to clock in  
21 and out every day, correct?

22 A. Correct.

23 Q. And there was a time clock by the security  
24 guard at the entrance by the loading dock by which they  
25 clocked in and out every day, correct?

1 A. Correct.

2 Q. The employees would have a particular code that  
3 was assigned to them, and they would have to input that  
4 code when they clocked in or clocked out, right?

5 A. Besides a fingerprint.

6 Q. Yeah, their fingerprint, and I think there was  
7 a code?

8 A. A code.

9 Q. Different one for each person.

10 So the fingerprint is a check from somebody  
11 else being given a number and clocking in and getting  
12 hours reflected to which they weren't entitled,  
13 correct?

14 A. To prevent buddy-punching.

15 Q. Yes.

16 What were the names of the timekeeping systems  
17 that were used while you were the director of HR?

18 A. It was ADI time and then also ADP.

19 Q. So first one and then the other?

20 A. ADP.

21 Q. Which one came second?

22 A. ADI.

23 Q. And these systems applied for all employees.

24 There wasn't one for one set of departments and  
25 a different system for the others, correct?

1           A.    Right.  
2                    Even exempt employees had to clock in and out,  
3    too.  
4           Q.    The records were stored in electronic form?  
5           A.    Correct.  
6           Q.    Hard copies were also printed out?  
7           A.    Right.  
8           Q.    And they were kept where?  
9           A.    In accounting.  
10          Q.    For how long?  
11          A.    Indefinitely.  
12          Q.    To your knowledge, the hard-copy records are  
13    still in the accounting office from 2004?  
14          A.    We go back seven years, I think we are required  
15    to keep them.  
16          Q.    Your understanding is you would keep them for  
17    seven years.  
18          A.    Correct.  
19          Q.    After that, the hard copies could be destroyed?  
20          A.    Correct.  
21          Q.    The electronic copies were kept anyway, or were  
22    they destroyed as well?  
23                    MS. MARTIN:  Objection, misstates his  
24    testimony.  
25                    I don't think he ever testified they were

1 destroyed.

2 THE WITNESS: Yeah, I don't know -- I think  
3 I -- they were -- they changed systems.

4 BY MR. COWAN:

5 Q. Let's clarify.

6 You said you kept them for seven years.

7 What would happen after seven years?

8 A. Electronically, they would still stay there.  
9 They should still be on the server or something, but I  
10 don't know if the server is still there. We have  
11 changed servers, so it may have got lost that way.

12 Q. So your understanding, subject to actually  
13 keeping the computer equipment, the records would still  
14 be there, but the hard copies were destroyed after seven  
15 years?

16 A. Correct.

17 Q. During the time -- from the time you became the  
18 director of HR through approximately April of 2009,  
19 employees would clock in the start of the day and then  
20 clock out when they left, without clocking out for a  
21 meal break, correct?

22 A. Correct.

23 Q. And that was for all employees, correct?

24 A. Correct.

25 Q. Do you have an understanding as to why, up

1 until approximately April of 2009, there wasn't a  
2 policy of having employees clock out when they took a  
3 meal break?

4 A. Because they were paid for that meal break.

5 Q. Whose decision was it, to your knowledge, to  
6 have this policy or practice of not having people clock  
7 out for their meal breaks because they were being paid?

8 A. That goes way back to the very beginning of  
9 when that place was first started, it's been that way.

10 Q. So that was the status quo?

11 A. Yes.

12 Q. That's the way it was when it was Ocean Trails?

13 A. Correct.

14 Q. And when it became Trump National, it just  
15 stayed that way?

16 A. Correct.

17 Q. Do you remember there being any reviews or  
18 analysis of the club's procedures and policies with  
19 respect to timekeeping for employees and breaks, once  
20 Trump bought the club?

21 MS. MARTIN: Objection, overbroad.

22 THE WITNESS: If it was, I wasn't involved in  
23 that.

24 BY MR. COWAN:

25 Q. So you have no recollection of anyone from the



1 Trump Organization, whether it was lawyers or HR  
2 department or otherwise, sort of coming in and doing a  
3 review of how things were being done and saying,  
4 "Practices 1, 2 and 3 are fine, but 4, 5 and 6 are a  
5 problem; we need to change these things"?

6 A. I don't know; I wasn't involved in that.

7 Q. As best you recall, everything stayed the way  
8 it had been; the only difference was now the club is  
9 owned by Trump through the VH Property organization, as  
10 opposed to the prior owner?

11 A. Correct.

12 Q. At any time before this lawsuit was filed on  
13 December 2, 2008, did anyone ever tell you or suggest to  
14 you that it might be problematic to have a policy by  
15 which people weren't clocking out, so you would have a  
16 way to track whether or how much of a meal break they  
17 were getting?

18 A. No.

19 MS. MARTIN: I am going to object here to make  
20 sure you don't disclose any attorney/client  
21 communications, if they existed.

22 You can answer, as long as you don't.

23 THE WITNESS: Yeah.

24 No.

25 ///

1 BY MR. COWAN:

2 Q. And you are not aware of any situation in which  
3 any audits or reviews were done by anyone from the Trump  
4 Organization or any outside law firm to sort of check  
5 and make sure that the club was doing what it needed to  
6 do to comply with California law?

7 MS. MARTIN: Objection, asked and answered.

8 Go ahead.

9 THE WITNESS: What was the question, again?

10 BY MR. COWAN:

11 Q. Up until the filing of this lawsuit, you are  
12 not aware of any reviews or audits that were done,  
13 either by people directly in and employed by the Trump  
14 Organization or an outside law firm, to monitor what was  
15 happening and make sure there were no violations of  
16 California law or otherwise acts or omissions that might  
17 create problems for the club, correct?

18 MS. MARTIN: Objection, asked and answered.

19 THE WITNESS: I would say no.

20 BY MR. COWAN:

21 Q. You are agreeing with me?

22 A. No audits were done.

23 Q. Right.

24 That, by the way, was the scenario I talked  
25 about at the start of the deposition, where I think you

1 as an employee of the club or thereafter, not to  
2 disclose that information.

3 THE WITNESS: Okay.

4 BY MR. COWAN:

5 Q. Before this lawsuit was filed, you understood  
6 that employees had to get at least 30 minutes for a  
7 meal break?

8 A. Right.

9 Q. What was your later understanding?

10 MS. MARTIN: Same objections and, again, to the  
11 extent that you can answer without disclosing what you  
12 may have discussed or learned from counsel.

13 THE WITNESS: Then I can't answer that.

14 BY MR. COWAN:

15 Q. Did your initial understanding that meal breaks  
16 had to be at least 30 minutes involve any other details  
17 about those breaks?

18 MS. MARTIN: Vague and ambiguous.

19 THE WITNESS: No.

20 BY MR. COWAN:

21 Q. Did you have any understanding of what  
22 employees could or could not do during their breaks?

23 A. Certain employees, depending on their job  
24 positions and customer service, the length of their  
25 break, they couldn't leave the property because they

1       couldn't get back in time. So that's why we paid them.

2               And we also provided a free meal.

3               Q.     Did you have an understanding that providing  
4       them a free meal affected an employee's rights towards a  
5       meal break?

6               MS. MARTIN:  Objection, vague and ambiguous.

7               THE WITNESS:  Had nothing to do with that.

8       BY MR. COWAN:

9               Q.     Before this lawsuit was filed, you understood  
10       that whether or not the club gave the employee a free  
11       meal or the opportunity for a free meal didn't change  
12       whatever rights they might have with respect to a meal  
13       break; is that right?

14              A.     What it meant was that there was not time  
15       enough in 30 minutes to leave the property and be back  
16       in 30 minutes to get a meal, so, therefore, we provided  
17       a free meal.

18              Q.     Did you understand that employees could always  
19       pack a snack lunch and bring it along with them?

20              A.     Correct.

21              Q.     And you understood that employees, therefore,  
22       wouldn't need to leave the premises as far as going to  
23       a restaurant or store that sold food?

24              A.     If they didn't pack a lunch, they would have  
25       to.

1 Q. Right, but if they did pack a lunch, they  
2 wouldn't have to go that far?

3 A. It was voluntary, their choice.

4 Q. The food that was provided was essentially  
5 left-over food from the brunch or other food that was on  
6 hand being made available for the employees, right?

7 A. Sometimes.

8 Q. And other times, what was it?

9 A. Hamburgers, hotdogs, pasta.

10 Q. So it was -- was it using whatever supplies  
11 were on hand to provide a relatively inexpensive lunch  
12 for the employees?

13 A. Correct. It was not left over.

14 Q. So if either Mike Van der Goes or David  
15 Conforti testified that the food made available for the  
16 employees was typically left-over food, would you say he  
17 was wrong?

18 A. Depends on what you call "left over," I guess.

19 Q. All right.

20 You understood that there were no controls on  
21 how much food was made available for the employees,  
22 correct?

23 A. Say that, again.

24 Q. Food wasn't rationed to the employees,  
25 correct?



1 A. Correct.

2 Q. So there were occasions when the food might  
3 have run out, right?

4 A. Correct.

5 Q. And especially if you were providing left-over  
6 food from a Sunday brunch or from some other meal,  
7 correct?

8 A. Sometimes they would make more.

9 Q. But sometimes they ran out, correct?

10 A. Correct.

11 Q. And you understood -- and -- you also  
12 understood that if an employee, for whatever reason, had  
13 brought a sack lunch or otherwise had made other  
14 arrangements, including having someone come meet him or  
15 her and bring in lunch, they then would have had the  
16 opportunity to go take 30 minutes walking in the  
17 neighborhood and getting off the premises and getting  
18 some exercise and fresh air, correct?

19 A. Correct.

20 Q. And yet there was a policy in place that people  
21 had to get permission to leave the premises; is that  
22 right?

23 MS. MARTIN: Objection, assumes facts.

24 BY MR. COWAN:

25 Q. Is that right?

1 A. Yes and no.

2 Q. Tell me how it's right and tell me how it's  
3 wrong.

4 A. They could leave. They let us know if they  
5 were going to take longer than 30 minutes.

6 Q. And if they weren't going to take longer than  
7 30 minutes, if they just were going to take 30 minutes,  
8 did they have to tell anybody before they left?

9 A. They had to get permission to go on their lunch  
10 break, so that there was coverage.

11 Q. So they had to get -- so it was club policy  
12 that an employee had to get permission from a supervisor  
13 to take a break?

14 A. Right.

15 Q. But then, once they were on break, they didn't  
16 need permission if they chose to leave the premises or  
17 not; they just had the responsibility of being back in  
18 30 minutes; is that right?

19 MS. MARTIN: Objection, overbroad.

20 THE WITNESS: That is correct.

21 BY MR. COWAN:

22 Q. Before this lawsuit was filed, did you have  
23 any understanding as to what the consequences were if  
24 an employee was not given the opportunity to take a  
25 break that was at least 30 minutes -- a meal break, we

1 are talking about?

2 A. Correct, yes.

3 Q. What was your understanding of what the  
4 consequence was?

5 A. We had to pay them an hour penalty.

6 Q. You understand that's also called premium pay?

7 A. Yeah.

8 Q. To your knowledge, did anyone at the -- on the  
9 management side of the Trump National Golf Club believe  
10 that the premium pay consequence didn't apply if the  
11 employees were being paid for a meal period?

12 A. That was our understanding.

13 Q. So it was your understanding that if the  
14 employees didn't have to clock out and were being paid,  
15 there would be no consequence if they received a meal  
16 break that was less than 30 minutes; is that correct?

17 MS. MARTIN: Objection, misstates his  
18 testimony.

19 MR. COWAN: That's what I am trying to find  
20 out.

21 THE WITNESS: Our belief was that they were  
22 taking 30 minutes.

23 BY MR. COWAN:

24 Q. But I asked something different.

25 A. Uh-huh.

1 Q. Did you ever hear that she was under the  
2 impression that people didn't have to get a full  
3 30-minute break because they were being paid for the  
4 time?

5 A. No.

6 Q. Any reason to believe she would say such a  
7 thing?

8 A. No.

9 Q. Mariela Farias started working for the Trump  
10 National Golf Club when?

11 A. I don't know. She started in our Maintenance  
12 Department. I am not sure what year that was. It was  
13 over ten years ago.

14 Q. What was she doing before she got promoted  
15 into HR?

16 A. She was working in our Maintenance Department  
17 as a secretary.

18 Q. From 2004 onwards, who would you say had a  
19 better knowledge of California and federal law  
20 regarding obligations towards employees, you or Mariela  
21 Farias?

22 A. I would say myself.

23 Q. Would you say your knowledge was substantially  
24 better than hers about these issues?

25 A. Yes.

1 Q. Do you believe she had the ability to step up  
2 and do your job if you somehow became unavailable?

3 MS. MARTIN: Objection, overbroad, vague and  
4 ambiguous.

5 THE WITNESS: It depends on when you are  
6 talking, what date.

7 BY MR. COWAN:

8 Q. Let me rephrase that.

9 I am talking about your HR responsibilities,  
10 not your accounting duties.

11 A. Okay.

12 Q. With respect to your duties as director of HR,  
13 in 2004, do you believe if something happened to you,  
14 whether you suffered a terrible illness, were out for  
15 an extended period of time or hit by a bus, whatever,  
16 that Ms. Farias could have assumed your duties  
17 competently?

18 A. No.

19 Q. Do you think she could have done it in 2005?

20 A. No.

21 Q. 2006?

22 A. No.

23 Q. 2007?

24 A. No.

25 Q. 2008?



1           A.   Possibly.

2           Q.   2009?

3           A.   Yes.

4           Q.   So by 2009, for sure, you think she could have  
5 stepped up and taken over for you; she had learned  
6 enough on the job?

7           A.   Yes.

8           Q.   To your knowledge, did she belong to any  
9 professional organizations for HR professionals?

10          A.   She started, but I don't think she ever got  
11 certified.

12          Q.   When did she start, to your knowledge?

13          A.   I don't remember.

14          Q.   Before the filing of this lawsuit, did you have  
15 an understanding as to when a meal period had to be  
16 provided?

17          A.   Yes.

18          Q.   What was that understanding?

19          A.   After five hours of work.

20          Q.   After five hours of work?

21          A.   If they worked five hours -- if they were  
22 scheduled for five hours or more, they were entitled to  
23 a lunch break.

24          Q.   Did you have an understanding as to when,  
25 though, that meal period had to be provided?

1 A. In the middle.

2 Q. Right in the middle?

3 A. As close to the middle as possible.

4 Q. Did that understanding ever change?

5 A. No.

6 Q. What was your understanding as to the  
7 consequence of what would happen if they didn't get a  
8 meal period to the middle of the break -- sorry -- of  
9 the scheduled day?

10 A. Depends on how many hours they worked. They  
11 could waive it.

12 Q. I understand that, but let's assume there's no  
13 waiver.

14 A. Okay.

15 Q. By the way, are you aware of employees who ever  
16 signed waivers?

17 A. Yes.

18 Q. How many?

19 A. I can't begin to tell you.

20 Q. What is your best estimate?

21 A. During the last few years that I was there, it  
22 was a good amount.

23 Q. Are you aware of any employees who signed  
24 waivers before these two lawsuits were filed?

25 A. No.

1 Q. So setting aside the waiver issue, do you have  
2 an understanding of what the consequence was if an  
3 employee who had not signed a waiver didn't get a meal  
4 break during the middle of the daily shift?

5 MS. MARTIN: Objection, assumes facts not in  
6 evidence.

7 THE WITNESS: Did they get a meal break,  
8 period? They didn't get --

9 MS. MARTIN: I think you are confusing him.

10 MR. COWAN: Let me rephrase this.

11 Q. My question is: Do you know what the  
12 financial consequence, if any, was to the club if an  
13 employee worked a shift -- could be eight hours, could  
14 be six, whatever it was -- and didn't get a meal break  
15 in the middle? Maybe got it at the very end of the  
16 day.

17 A. There would be no financial.

18 Q. To your knowledge, was that the understanding,  
19 also, of Ms. Farias?

20 MS. MARTIN: Objection, calls for speculation.

21 THE WITNESS: Her understanding?

22 BY MR. COWAN:

23 Q. Yeah.

24 Do you know whether she had that same  
25 understanding?

1 A. Yes.

2 Q. The two of you talked about it?

3 A. Yes.

4 Q. So far as the two of you understood it,  
5 there's -- the law has this goal that someone is  
6 supposed to be able to take a break during the middle  
7 of their shift, but if it's missed, as long as they get  
8 a break at the end of the day, there's no consequence;  
9 is that correct?

10 MS. MARTIN: Objection, incomplete  
11 hypothetical.

12 THE WITNESS: Yeah, just depends -- as far as I  
13 know, that wasn't happening.

14 BY MR. COWAN:

15 Q. Excuse me?

16 A. As far as I know, that wasn't happening.

17 Q. That's not my question.

18 My question is: Is it accurate that your  
19 understanding and that of Ms. Farias, because the two  
20 of you talked about it, was that if an employee didn't  
21 get a meal break until the end of his or her shift, as  
22 opposed to being in the middle, that there would be no  
23 financial consequence to the club?

24 A. Sounds hypothetical. I wouldn't have that  
25 conversation.

1 Q. Mr. --

2 A. As far as I know, it never happened, so I can't  
3 have a hypothetical question about a conversation with  
4 them.

5 MS. MARTIN: You are asking him about an  
6 understanding that you haven't established that he's  
7 even -- how can he testify to what Mariela Farias did  
8 if he hasn't --

9 MR. COWAN: He just testified a moment earlier  
10 that he and Ms. Farias --

11 MS. MARTIN: He testified they both had --  
12 they had mentioned that there were no financial  
13 consequences, so he's already answered that question.

14 MR. COWAN: Correct, which means --

15 You know, do you -- do you have -- is your  
16 screen translating this already?

17 (Discussion held off the record.)

18 MR. COWAN: I am going to try to clean this up  
19 without having to try to hunt down the right spot in  
20 the record. We are going to try to do it a little  
21 differently.

22 Q. So it was your understanding that if an  
23 employee didn't get his or her break at the middle of  
24 the shift but later got one at the end, that there would  
25 be no financial consequence to the club, and it would



1 not have to be responsible for any premium pay to the  
2 employee, correct?

3 A. That is correct.

4 Q. Did that belief ever -- did that belief or  
5 understanding ever change?

6 A. No.

7 Q. Did you understand that it was a 30-minute meal  
8 period for every five hours that were worked?

9 A. I believe, so after like ten hours or  
10 something, they are entitled to another one.

11 Q. So you understood if somebody worked a 10- or  
12 11- or 12-hour shift, they are entitled to two meal  
13 breaks?

14 A. Right.

15 Q. What was your understanding as to when an  
16 employee could waive a meal period?

17 A. If their shift was no longer than six hours.

18 Q. Did you understand how that waiver could take  
19 place; in other words, in what form?

20 A. They had to sign it.

21 Q. In writing?

22 A. Correct.

23 Q. And you understood it could be revoked?

24 A. Well, they signed it -- we had them sign it  
25 every time.

1 A. That's it.

2 Q. Is it accurate to say that there was no policy  
3 set up to insure that employees were getting breaks that  
4 were at least 30 minutes for meals?

5 A. I know, before I left, that some of the  
6 managers were actually scheduling their breaks on some  
7 employees where there was customer service.

8 Other departments, they would actually shut  
9 down, and they had a certain time that they took their  
10 meal break every day.

11 Q. But before these lawsuits were filed, is it  
12 accurate to say that there were no policies in place to  
13 insure or monitor that the employees were actually  
14 getting at least 30 minutes to eat?

15 A. Correct.

16 Q. When did policies get implemented to make sure  
17 that employees were getting at least 30 minutes to eat?

18 A. At direction from our attorneys.

19 MS. MARTIN: He said "when."

20 THE WITNESS: When?

21 BY MR. COWAN:

22 Q. When?

23 A. Probably when these were filed.

24 Q. If I showed you a document that's previously  
25 been marked as Exhibit 29, which is a memo from Mariela

1 Farias to employees, with your name cc'd on it, talking  
2 about meal breaks and rest breaks, do you know whether  
3 this memo -- sorry -- such policies were implemented  
4 before or after this memo was sent out?

5 A. What was the question?

6 Q. The question is: Did you implement policies  
7 to monitor and make sure that employees were getting at  
8 least 30 minutes to eat after this memo was sent out or  
9 before, if you can remember?

10 A. They signed the employee manual. It states in  
11 there.

12 Q. No, I am asking a different question.

13 You just testified that at some point after the  
14 lawsuits were filed, you started implementing procedures  
15 to monitor and make sure that the employees were getting  
16 at least 30 minutes to eat.

17 A. That's clocking out, where we changed the  
18 policy and clocking out.

19 Q. That was the procedure that was implemented.

20 A. Uh-huh.

21 Q. And that was done on or about the date of this  
22 April 16, 2009 memo that's marked as Exhibit 30?

23 A. Yeah, that's when we had the new time clocks,  
24 software.

25 Q. So the procedure that was implemented to make

1 sure that employees were getting at least 30 minutes to  
2 eat was making them clock out for their meal breaks  
3 which, in turn, was done at some point on or after  
4 April 16, 2009, once you put in time systems that  
5 allowed you to do that; is that correct?

6 A. Correct.

7 Q. At any time before the filing of this lawsuit,  
8 did any department head or manager ever approach you  
9 with concern about employees getting their breaks, meal  
10 or rest breaks, as required by California law?

11 A. No.

12 Q. Other than insuring that your managers  
13 attended -- when I say -- let me back up.

14 The programs that were put on by your  
15 insurance broker, S & K, were for the department heads  
16 and managers, correct?

17 A. Correct.

18 Q. And below them, you had supervisors who, in  
19 turn, had some supervisory authority for nonexempt  
20 workers, right?

21 A. Correct.

22 Q. To your knowledge -- let me back up.

23 The supervisors did not get to attend these  
24 programs, correct?

25 A. They did.

1 A. Uh-huh.

2 Q. My question is more focused.

3 These memos really pertain to the fact that  
4 people have to take meal breaks and rest breaks under  
5 certain conditions, right, and what is being done to  
6 monitor and enforce that.

7 In other words, it's educating employees about  
8 their rights; would you agree with that?

9 A. I don't know if that's -- say anything about  
10 their rights.

11 Q. Exhibit 29 is telling people that they have to  
12 take a break.

13 A. Okay.

14 Q. Do you agree?

15 A. Yep.

16 Q. It doesn't tell them where or how and doesn't  
17 remind them to clean up; it's just spelling out, "You  
18 got to take these breaks," correct?

19 A. Correct. This is regarding the employee --  
20 referring back to the employee manual?

21 Q. Yes.

22 To your knowledge, was any similar memo ever  
23 issued to the employees while you were the director of  
24 HR, before this one in January of 2009?

25 MS. MARTIN: Objection, vague and ambiguous,

1 asked and answered.

2 THE WITNESS: Not that I remember.

3 BY MR. COWAN:

4 Q. Is it accurate to say that before this memo was  
5 sent out in January of 2009, that the only step that the  
6 club took to educate its employees about their rights  
7 under the law to meal and rest breaks was giving them  
8 copies of the employee handbook which, in turn, had  
9 discussions about those rights?

10 MS. MARTIN: Objection, calls for speculation.

11 THE WITNESS: Yeah, I don't know. I am not  
12 aware of any.

13 BY MR. COWAN:

14 Q. Based on what you know, the only thing that the  
15 club did -- before this memo that's marked as  
16 Exhibit 29 was issued in January of 2009, the only  
17 thing the club did to educate its employees about their  
18 rights to meal and rest breaks was giving them a copy of  
19 the employee handbook which, in turn, discussed them,  
20 correct?

21 A. Correct, as far as the club. But each  
22 department head held their own trainings and part of  
23 their scheduling, that scheduled the meal breaks and  
24 rest periods and stuff like that, and that was handled  
25 at their level.



1 Q. That goes to schedule. I am talking about  
2 educating employees in terms of telling them --

3 A. Well, when you are doing your scheduling,  
4 that's when you are educating them. Because they are  
5 scheduled, their meal breaks, and they have to rotate  
6 taking their meal breaks. That's done on a weekly  
7 basis --

8 Q. Understood. I am not trying to argue with  
9 you. I am trying to make sure I am understanding what  
10 you are saying.

11 A. Uh-huh.

12 Q. Is it correct that your belief or contention  
13 is that employees could infer or draw lessons about  
14 their rights to breaks, based on hearing conversations  
15 and observation and discussions about how they are to  
16 be scheduled?

17 MS. MARTIN: Objection, misstates his  
18 testimony.

19 THE WITNESS: No.

20 BY MR. COWAN:

21 Q. So how would they get educated by participating  
22 in the scheduling process?

23 A. Because they would have to schedule their  
24 breaks around each other, to make sure there's coverage  
25 on the floor.

1 Q. To your knowledge --

2 A. Of the restaurant.

3 Q. To your knowledge, what in that scheduling  
4 process educated them to the fact that they were  
5 entitled to a meal break of at least 30 minutes and a  
6 rest break of at least ten minutes based on the amount  
7 of time worked?

8 A. The manager telling them they needed to go to  
9 lunch and also when the food was provided for in the  
10 kitchen at the two meal periods.

11 Q. Anything else?

12 A. That's it.

13 Q. Exhibit 29 was issued as a result of the Lucy  
14 Messerschmidt lawsuit that was filed, correct?

15 A. It was a reminder, yes, about policy.

16 Q. Whose decision was it to issue this memo?

17 A. I am not sure.

18 Q. Did you review it before Ms. Farias sent it  
19 out?

20 A. Yes.

21 Q. Did you help rewrite it?

22 A. I corrected any spelling errors.

23 Q. Was it shown to a lawyer before it was sent  
24 out?

25 A. I don't remember.

1 New York who you know were involved in this, you have no  
2 understanding about who would be -- who would have  
3 knowledge of this, correct?

4 A. Correct.

5 Q. Is the same true for Exhibit 2, which is the  
6 employee manual that was put into effect, according to  
7 its cover, in January 2006?

8 A. Correct.

9 Q. Trying to save a little time --

10 A. Sure.

11 Q. -- all that stuff --

12 A. Correct.

13 Q. Everything we just talked about for Exhibit 1  
14 applies to Exhibit 2?

15 A. Correct.

16 Q. The document previously marked as Exhibit 8 is  
17 a hostess training manual, with a date of 2008 on the  
18 front.

19 Did you have any involvement in the preparation  
20 of this document?

21 A. No.

22 Q. Do you know who did?

23 A. Brian Wolbers.

24 Q. What was Mr. Wolbers' position at the time?

25 A. F and B director.

1 Q. Let me show you a document previously marked as  
2 Exhibit 6, which is, at least on the first page, a memo  
3 from Ewa Hijak.  
4 Do you see this?  
5 A. Uh-huh.  
6 Q. Do you remember this document?  
7 A. I remember seeing it, yeah.  
8 Q. Did you ever have any conversations with her  
9 about its preparation for contents?  
10 A. No.  
11 Q. Did you ever talk with anyone about this  
12 document?  
13 A. Probably her.  
14 Q. Sounds like you are speculating.  
15 A. Yeah, I am speculating. It's years.  
16 Q. I understand.  
17 A. Yeah, I don't remember.  
18 Q. Not significant enough to stand out in your  
19 mind?  
20 A. No.  
21 Q. You are agreeing with me?  
22 A. Correct. It doesn't say policies or  
23 procedures.  
24 Q. There's a little bit of a mystery to this  
25 document. If you look at the bottom, you will see there

1 Q. But didn't the club have some way to back up  
2 its hard drive, so it was protected in case a computer  
3 crashed?

4 A. Uh-huh.

5 Q. So where --

6 A. The backups were only -- the longest backup --  
7 we had back-up tapes, and they would be -- the most  
8 would be a year or six months, because we changed them  
9 on a daily basis.

10 Q. How many other food and beverage managers  
11 issued memos like this?

12 A. Probably each one did.

13 Q. Are you aware of when this document stopped  
14 being given out to the club's employees?

15 A. That particular document?

16 Q. Yes.

17 A. No.

18 Q. Are you able to give me any estimate as to what  
19 time this stopped being given out?

20 A. That particular document?

21 Q. This one.

22 A. I would say when the next manager came in.  
23 Each had their own that they would put out, their own  
24 procedures.

25 Q. Was this document available so that a manager

1 MS. MARTIN: What's the question?

2 MR. COWAN: The question was -- which resulted  
3 in your comment about do you even know what the  
4 policies in here are: Were the policies and values  
5 reflected in this document always in effect, from the  
6 time you worked for Trump as the director of Human  
7 Resources?

8 MS. MARTIN: Objection, vague and ambiguous.

9 THE WITNESS: Yes. I would say yes.

10 BY MR. COWAN:

11 Q. Thank you.

12 Would you say that the policies and values  
13 reflected in this document were also applied to or were  
14 expected of the other employees, even if they weren't  
15 given memos like this?

16 A. The physical stuff, as far as facial and stuff  
17 like that, facial hair.

18 Q. Did you ever have occasion to read the wage  
19 order that applies to restaurants?

20 A. I don't remember.

21 Q. I am going to show you a copy of that wage  
22 order that was previously marked as Exhibit 16.

23 I just want to know whether, during the course  
24 of the time that you were the director of Human  
25 Resources at the Trump National Golf Club, you ever



1           We were recreational something else. We were  
2 under a different code. I don't think that's the  
3 correct one for us.

4           Q. Did you ever read the wage order that you  
5 believed did apply to the restaurant?

6           A. No. We did it as a complete -- as a club. We  
7 were recreation and parks or something.

8           Q. So if I told that you this wage order that  
9 discusses the public housekeeping industry includes  
10 restaurants, nightclubs, taverns and similar  
11 establishments where food is either sold or in liquid  
12 form is prepared and served to consumers, would that  
13 help refresh your memory about whether this is the  
14 correct wage order?

15          A. This is Greek to me. I have never seen this  
16 in my life.

17          Q. Okay.

18                 During the time you were the director of Human  
19 Resources at Trump, did you ever hear of any complaints  
20 from any employees about being the victim of  
21 discrimination, other than any reports, complaints you  
22 may have had about my client, Lucy Messerschmidt?

23          A. No.

24          Q. So you weren't aware of any complaints by any  
25 employees, other than Ms. Messerschmidt, involving

1 Q. To your knowledge, were any writings ever --  
2 let me back up.

3 Before these lawsuits were filed, to your  
4 knowledge, did Trump ever disseminate to its nonexempt  
5 employees, writings telling them that they were entitled  
6 to an hour of premium pay if they didn't get a meal  
7 period or a rest period?

8 A. No writings, no.

9 Q. Are you aware of the employees ever being told  
10 that verbally before these lawsuits were filed?

11 A. No.

12 Q. To your knowledge, were these employees told  
13 that after these lawsuits were filed?

14 A. No.

15 Q. Do you know why?

16 A. They would take advantage of it and purposely  
17 do that.

18 Q. I know you said before that your interactions  
19 with Donald Trump were limited, but did you ever hear  
20 him make any comment about the fact that he thought it  
21 was important that the employees get all the wages and  
22 benefits to which they were entitled?

23 A. No.

24 Q. Did you ever hear anyone else in his  
25 organization say that?

1 A. No.

2 Q. After these lawsuits were -- after the first  
3 lawsuit was filed, was any investigation conducted  
4 independently -- not at the request of a lawyer -- to  
5 determine if there might be a basis for the allegations  
6 about people being denied the opportunity to get a full  
7 30-minute meal break or a ten-minute rest break?

8 A. No.

9 Q. To your knowledge, were the only such  
10 investigations that were performed done at the result of  
11 counsel?

12 MS. MARTIN: Just to object here, just make  
13 sure you don't disclose any attorney/client privilege  
14 communications.

15 You can answer as to whether -- you can respond  
16 as to whether or not there were any investigations done  
17 not at the request of counsel, which you have already  
18 answered.

19 So if there's something you did at the request  
20 of counsel, then you don't need to testify about that.

21 THE WITNESS: Okay.

22 BY MR. COWAN:

23 Q. Did you participate in any investigations that  
24 were done after this lawsuit was filed about whether  
25 employees were being denied the opportunity for

1 one on the floor. We had to make sure we had ample  
2 coverage.

3 Q. So in the same way that employees needed  
4 permission from a supervisor to take a meal break --

5 A. Correct.

6 Q. -- on the premises, they also had to get  
7 permission to make a food run and leave because, either  
8 way, you had to know who was there and who wasn't?

9 A. Correct, because if we got a rush, we needed to  
10 know where everybody was.

11 Q. Then you could call them back to make sure that  
12 there was no problem with the service, correct?

13 MS. MARTIN: Objection, calls for speculation.

14 THE WITNESS: Yeah.

15 BY MR. COWAN:

16 Q. But your understanding, that's why -- that was  
17 the purpose of this rule, so you would know where people  
18 were, so if all of a sudden there was a rush, you could  
19 call people and say, "We have just been slammed; we need  
20 you to come back and take care of these people"?

21 A. Correct.

22 Q. Let's talk briefly about rest periods.

23 First of all, during the time you worked as  
24 the director of HR at Trump, did your understanding  
25 about what California law requires about periods ever

1 change?

2 A. No.

3 Q. What was your understanding about what the law  
4 requires for periods?

5 A. You get one rest period in the morning and you  
6 get one rest period in the afternoon on an eight-hour  
7 shift.

8 Q. What was your understanding as to what someone  
9 was entitled to for a rest break if he or she worked  
10 fewer than eight hours?

11 A. They would get one, depending on how many hours  
12 they were scheduled.

13 If they were scheduled for a meal break, then  
14 they would get two.

15 If they were scheduled not for a meal break,  
16 then they would get one.

17 Q. Anything else?

18 A. No.

19 Q. To your understanding, was that ten minutes  
20 supposed to be uninterrupted?

21 A. Correct, and away from their area.

22 Q. What was your understanding about what the  
23 consequence would be if someone was not given the  
24 opportunity to take at least a ten-minute rest break?

25 A. I believe it was one hour paid.

1 Q. Premium pay?

2 A. Uh-huh.

3 Q. Same consequences if they missed a meal break?

4 A. I believe so.

5 Q. That was your understanding at all times?

6 A. Uh-huh.

7 Q. Were employees allowed to take a shorter break

8 to go to the bathroom if they had to, in addition to

9 their rest break, as you understood company policy to

10 be?

11 A. Sure.

12 Q. So regardless of whether or not they had a

13 rest break, all of a sudden they got to go, they can

14 go?

15 A. If nature calls, yes.

16 Q. Did they need permission from a supervisor, as

17 you understood it, to go to the bathroom?

18 A. If they were in a position where it would leave

19 no one there to take care of the customers, yes.

20 Q. Is it correct that as was the case with meal

21 breaks, the only -- up until the time this lawsuit was

22 filed, the only thing that was done to educate employees

23 about their rights to a rest break was put it in the

24 employee handbook and then giving them a copy of the

25 handbook?



1 MS. MARTIN: Objection, misstates his testimony  
2 about what was done with respect to the meal breaks.

3 BY MR. COWAN:

4 Q. Is that correct?

5 A. Each manager would manage their department and  
6 educate their employees on that.

7 Q. Let's back up.

8 Up until the time this lawsuit was filed --

9 A. Uh-huh.

10 Q. -- other than putting it in -- a discussion  
11 about rest breaks in the employee handbook, there were  
12 no other writings or other written documents given to  
13 employees to educate them about their right to rest  
14 breaks, correct?

15 A. Correct. There's nothing in those memos that  
16 you are showing me.

17 Q. So it is your testimony that the only other  
18 thing that was done was that individual managers had a  
19 responsibility to verbally make sure people understood  
20 they were entitled to take a rest break; is that  
21 correct?

22 A. Correct, and the procedures of how to do it.

23 Q. Is it correct that the club never took any  
24 steps on its own to independently monitor the  
25 department heads or managers to make sure they were

1 actually carrying this out and educating their  
2 subordinates about their rights to rest breaks?

3 MS. MARTIN: Objection, calls for speculation  
4 about what anybody did besides himself.

5 THE WITNESS: As far as we were concerned in  
6 HR and accounting, monitoring was the employee, itself.  
7 They would come and complain to us if they were not  
8 treated right.

9 BY MR. COWAN:

10 Q. So as you -- so as far as you are aware, there  
11 were no other steps being taken by management to monitor  
12 or supervise the department heads or the other managers  
13 to make sure they were actually verbally reminding or  
14 educating the employees about rest breaks, and you were  
15 relying on employees to come and complain if they  
16 believed there was a problem; is that correct?

17 A. Correct.

18 Q. Thank you.

19 A. If there had been an issue before.

20 Q. Thank you.

21 Based on what you said I want to confirm,  
22 before this lawsuit was filed, you were not aware of any  
23 complaints by an employee about being denied the  
24 opportunity to take a rest break; is that correct?

25 A. Correct.

1 A. Yes.

2 Q. Did you ever socialize with him at the club?

3 A. No.

4 Q. Never played golf?

5 A. No.

6 Q. Never ate with him?

7 A. No.

8 Q. Do you have an opinion, based on your own  
9 interactions directly or indirect interactions, a  
10 general manager or somebody else comes to you and says,  
11 "I just met with Mr. Trump; he says we need to do A, B,  
12 C," whatever it is, communicating instructions, do you  
13 have an opinion as to his management style being one of  
14 a hands-on or hands-off delegator?

15 A. He is a hands-on.

16 Q. He would get involved in decisions about  
17 detailed things?

18 A. Carpet, chairs, decorating, mostly.

19 Q. Did you ever hear Mr. Trump talk about things  
20 he said in the past, but no longer believing them to be  
21 true?

22 MS. MARTIN: Objection, vague and ambiguous,  
23 overbroad.

24 THE WITNESS: Yeah, I don't know. I can't  
25 answer that.

1 BY MR. COWAN:

2 Q. Did you ever hear Mr. Trump repudiate any of  
3 his past statements or his beliefs?

4 A. Like change his mind?

5 Q. Yeah, or saying, you know, "20 years ago, I  
6 believed X or Y, but today, I don't anymore"?

7 A. No.

8 Q. Did you ever hear Mr. Trump say anything about  
9 having a belief that employees should be paid  
10 generously, so they would be grateful and motivated to  
11 always do their best?

12 A. No.

13 Q. Did you ever hear Mr. Trump express concern  
14 about trying to keep payroll costs as low as possible?

15 A. Yes, but not directly from him because I didn't  
16 talk to him, but that was conveyed from New York, the  
17 Accounting Department there.

18 Q. Who in the Accounting Department?

19 A. Jeff McConney and Allen Weisselberg.

20 Q. When were those concerns expressed to you?

21 A. Budget. Budget time.

22 Q. In what years?

23 A. Every year.

24 Q. So for every year that you were there, there  
25 was always a message being passed on to you from the

1 general manager, "Hey, accounting says that we need to  
2 do our best to keep the costs down"?

3 A. All expenses.

4 Q. Are you aware that Mr. Trump is known for  
5 having a penchant or a taste for good-looking women?

6 A. No.

7 Q. Are you aware that he bought the Miss Universe  
8 pageant?

9 A. Yes.

10 Q. Are you aware that he's been known over the  
11 years for having dated some very attractive,  
12 high-profile women?

13 A. Yes.

14 Q. Are you aware that he has always been publicly  
15 involved with women who are very glamorous?

16 MS. MARTIN: Objection, vague and ambiguous,  
17 assumes facts.

18 BY MR. COWAN:

19 Q. To your knowledge, has he ever been publicly  
20 involved with a woman who wasn't very good looking?

21 MS. MARTIN: Objection, vague and ambiguous.

22 THE WITNESS: I don't know; Barbara Walters is  
23 not good looking to me, but he hangs out with her.

24 BY MR. COWAN:

25 Q. I mean romantically involved.

1           A.    We need to look into it.

2           Q.    When she used the word "harassing," did that  
3 have any particular connotations or concerns for you?

4           A.    If it was sexual harassment, yes.

5           Q.    Are you aware of any other kinds of harassment?

6           A.    Yeah.

7           Q.    What other kinds of harassment are you aware  
8 of?

9           A.    Bullying.

10          Q.    Any other kinds?

11          A.    Sarcasm.

12                There's many.

13          Q.    Anything else?

14          A.    No.

15          Q.    Those are all the kinds of harassment of which  
16 you are aware; is that correct?

17          A.    Correct.

18          Q.    Including anything that might be actionable  
19 under the law; is that right?

20                MS. MARTIN:  Objection, calls for a legal  
21 conclusion.

22                MR. COWAN:  I am talking about your  
23 understanding.

24                THE WITNESS:  My understanding, yes.

25                ///



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A. Yes.

Q. What was your understanding?

A. That anything signed, that they are entitled to.

Q. Did you have any other understanding?

A. That's the only one I recall.

Q. Had you ever read Labor Code sections 226(a) through (b)?

A. I don't know. I don't remember.

Q. As I recite it to you, it doesn't stand out in your mind?

A. Have you read it to me yet?

Q. I'm saying: As I mention the name to you, it doesn't stand out in your mind?

A. No.

Q. You have no idea what it pertains to, correct?

A. Correct.

Q. Did you check with a lawyer or anyone else before sending your response to Ms. Messerschmidt on June 10, 2008, as reflected in Exhibit 25?

A. No.

Q. Has it ever come to your attention that, in giving the reply that you did, you violated Ms. Messerschmidt's rights under the Labor Code to see or get copies of her payroll or time records?

1 MS. MARTIN: Objection.

2 Don't answer to the extent your response would  
3 involve any communications you have had with an  
4 attorney.

5 THE WITNESS: No.

6 BY MR. COWAN:

7 Q. As you sit here today, do you believe that the  
8 response you gave to Ms. Messerschmidt on June 10, 2008  
9 was appropriate?

10 A. Yes.

11 Q. If you could do things over, would you give the  
12 same response or a different one?

13 A. Same.

14 Q. Is it your understanding that Ms. Messerschmidt  
15 originally filed a claim with the Labor Commissioner?

16 A. Yes.

17 Q. Did you participate in any hearings involving  
18 that claim?

19 A. Yes.

20 Q. Was it a settlement conference or something  
21 else?

22 MS. MARTIN: Objection, vague and ambiguous.

23 BY MR. COWAN:

24 Q. You went to a hearing?

25 A. Yes.

1 Q. What was it?

2 A. It was discussing this right here  
3 (indicating).

4 Q. It was discussing?

5 A. The check.

6 Q. At that hearing, did you say anything to the  
7 Labor Commissioner about how Ms. Messerschmidt's  
8 employment had ended?

9 A. I don't remember.

10 Q. Can you think of anything that would help you  
11 remember?

12 A. No.

13 Q. I will show you a document that we will mark  
14 next in order as Exhibit 65.

15 (Plaintiff's Exhibit 65 was marked for  
16 identification.)

17 BY MR. COWAN:

18 Q. It's Bates stamped DLM 00477 and constitutes --  
19 it says it's an employee timesheet for Lucy  
20 Messerschmidt for a period of December 24, 2007 through  
21 January 6, 2008.

22 Do you recognize this as, in fact, being a  
23 timesheet for Ms. Messerschmidt that the Trump National  
24 Golf Club generated?

25 A. Yes.

1 Q. Would you agree that this is a typical  
2 timesheet for Ms. Messerschmidt and the other employees  
3 during the period that you were the controller?

4 A. Yes.

5 MS. MARTIN: Objection, vague and ambiguous,  
6 overbroad.

7 BY MR. COWAN:

8 Q. So up until the time that you switched over in  
9 April of 2009 to a system that allowed people to clock  
10 in and out for their meals, the way this shows entries  
11 of somebody clocking in and then clocking out with a --  
12 and then a calculation as to how many regular hours  
13 they worked and whether there was any overtime pay  
14 would have applied to anyone at the club; is that  
15 right?

16 A. Correct.

17 MR. COWAN: I need to take a break for a  
18 minute. Let's go off the record.

19 MS. MARTIN: We can go off the record.

20 (Discussion held off the record.)

21 MR. COWAN: All right, we have now taken a  
22 short break.

23 Back on the record.

24 Q. Do you need to change any of your testimony,  
25 sir?

1 before taking meal periods?

2 A. It was already in place before he became  
3 general manager or head pro.

4 Q. Before the lawsuits were filed, was it your  
5 understanding that employees -- nonexempt employees were  
6 entitled to premium pay if the employee took a meal  
7 period after the fifth hour of work?

8 MS. MARTIN: Objection, asked and answered.

9 THE WITNESS: I already answered that  
10 question.

11 BY MR. KACHADOORIAN:

12 Q. Could you answer it again for me, please?

13 A. What was the question?

14 Q. Was it your understanding that before the  
15 lawsuits were filed, nonexempt employees at Trump  
16 National Golf Club were entitled to premium pay if the  
17 employee took a meal period after the fifth hour of  
18 work?

19 A. No.

20 Q. They were not entitled to premium pay?

21 A. No, I didn't know that.

22 Q. You did not know that they were entitled to  
23 premium pay?

24 A. Not after five hours.

25 Q. What is your understanding as to when an

1 employee -- let me rephrase that.

2 Before the lawsuits were filed and you were  
3 director of HR at Trump National Golf Club, what was  
4 your understanding as to when employees were entitled to  
5 premium pay?

6 MS. MARTIN: Objection, asked and answered.

7 We've been going at this for quite a while, and  
8 he's already answered all of these questions earlier  
9 today.

10 MR. KACHADOORIAN: I just think that the  
11 testimony was a little unclear, and I am trying to make  
12 it clear.

13 THE WITNESS: They are available to premium pay  
14 if they didn't get a break or they got less than 30  
15 minutes.

16 BY MR. KACHADOORIAN:

17 Q. So it was your understanding that if they  
18 received a break, a full 30-minute break at any time  
19 during their shift, then they weren't entitled to  
20 premium pay?

21 A. Correct.

22 Q. You mentioned that -- that the club made food  
23 available for employees, correct?

24 A. Correct.

25 Q. What times did the club make food available for



1 employee is entitled to a ten -- while you were a  
2 director of HR and before the lawsuits were filed, what  
3 was your understanding as to the increment of time that  
4 had to elapse before an employee was entitled to a  
5 ten-minute rest period?

6 MS. MARTIN: Objection, vague and ambiguous,  
7 asked and answered.

8 THE WITNESS: Once they start their shift.

9 BY MR. KACHADOORIAN:

10 Q. How many hours does the employee have to work  
11 before an employee is entitled to a ten-minute rest  
12 period?

13 A. Maybe three hours; I don't know.

14 Q. Did you know at the time?

15 A. Yeah.

16 Q. What was the basis for your knowledge?

17 A. It's in the employee handbook.

18 Q. So just the statement in the handbook?

19 A. Also, the California Labor Law Guide.

20 Q. What is that?

21 A. The California Labor Law Guide?

22 Q. Are you talking about the Labor Code?

23 A. No.

24 It's through the Chamber of Commerce, they have  
25 a California Labor Law Guide. It's a book.

# **Exhibit G**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

- - -

LUCY MESSERSCHMIDT, individually )  
and on behalf of all others )  
similarly situated, )  
 )  
Plaintiff, )  
 )  
vs. ) Case No. BC 403 087  
 )  
VH PROPERTY CORPORATION DBA )  
TRUMP NATIONAL GOLF CLUB, and )  
DOES 1 through 100, )  
 )  
Defendants. )  
\_\_\_\_\_ )

(Per Protective Order Section 4, this transcript has a temporary "Confidential - Subject to Protective Order" designation for a period of 30 days after the deposition is received.)

DEPOSITION OF  
DAVID CONFORTI, INDIVIDUALLY AND AS  
TRUMP NATIONAL GOLF CLUB'S PERSON MOST QUALIFIED  
SANTA MONICA, CALIFORNIA  
MAY 1, 2012

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File No.: A604010

1 Q. So with that clarification in mind, let me go  
2 back. At any of your clubs prior to Trump, had you had  
3 any -- received any training or education in employment  
4 law?

5 A. Yes.

6 Q. What training had you received?

7 A. It would have been through -- well, it was  
8 through Troon Golf. They have annual GM conferences,  
9 so there are human resources breakouts during those.

10 Q. And you attended them?

11 A. Yes.

12 Q. Did any of this occur when you were working for  
13 a club that was in California?

14 A. No.

15 Q. So whatever training you received while --  
16 before Trump while working for Troon would have  
17 pertained to either federal employment law or the  
18 employment laws of the particular state or jurisdiction  
19 where the club was?

20 A. And Troon Golf policies. They are based out of  
21 Scottsdale, but yes.

22 Q. What kind of training with respect to  
23 employment law did you receive when you came to Trump?

24 A. We would have -- or we had seminars put on by  
25 S&K I think was their name. S&K Technologies. S&K

1 something. And they gave us human resources training.  
2 It would have been on discrimination and harassment and  
3 lunches and, you know, just some general HR training.  
4 It was -- there was one that was for service. There  
5 was one that was for -- that was harassment  
6 specifically.

7 Q. Did they give you literature?

8 A. We got handouts, yes.

9 Q. What did you do with yours?

10 A. I don't remember.

11 Q. Did you keep them?

12 A. I don't remember.

13 Q. Was that the kind of thing that you reviewed  
14 from time to time?

15 A. I don't remember.

16 Q. What kind of training did you receive about  
17 meal or rest breaks?

18 A. None.

19 Q. What kind of training did you receive while you  
20 worked at Trump regarding discrimination on the basis  
21 of age?

22 A. Well, that was part of what I just explained  
23 from the S&K seminars that we would get.

24 Q. What did they tell you?

25 A. Well, you can't hire, fire, treat people

1 differently based on race, color, creed, religion.

2 Common sense stuff.

3 Q. Did that include age?

4 A. Yes.

5 Q. Did you yourself get any training about  
6 timekeeping?

7 A. No.

8 Q. Did you get any training about what California  
9 law requires about reimbursing employees for expenses  
10 they incur while doing their jobs?

11 A. No.

12 Q. Did you get any training about what the law  
13 requires about the sharing of tips or pooling tips?

14 A. No.

15 Q. How often were these S&K presentations?

16 A. Once a year.

17 Q. And how long would they last?

18 A. Pardon me if I sound vague. At least half a  
19 day.

20 Q. Who offered you employment as the general  
21 manager at Trump?

22 A. It was my vice president at the time. His name  
23 was Keith.

24 Q. Keith who?

25 A. Oh heavens. I can see him. I can't think of



1           A.    Yes, I think so.

2           Q.    How?

3           A.    His was, I think, a little more laid back than  
4 mine.

5           Q.    Anything else?

6           A.    No.  That's what -- that's what came to mind.

7           Q.    How are you more strict than Mr. VanderGoes  
8 with your management style?

9           A.    Well, "strict" is a -- I mean, it's a strong  
10 word, but I would say I just believed -- I just -- I  
11 believed in accountability.

12          Q.    And that manifested itself how in terms of how  
13 you helped run the club?

14          A.    Well, I would remind the staff about policies  
15 and procedures that were in place and tell them that,  
16 you know, they're choosing to work there, so let's make  
17 sure that we're abiding to the best of our ability to  
18 the policies and procedures that are in place.

19          Q.    When you said that, which policies and  
20 procedures were you referring to?

21          A.    Oh, in general.  Geez, frankly, coming to work  
22 on time, leaving work, you know, within a few minutes  
23 of your scheduled completion time.

24          Q.    As opposed to lingering?

25          A.    Both.  Or just leaving sooner than you should

1 those.

2 Q. As best you can remember, when did this switch  
3 occur?

4 A. Gosh, I don't know. I don't know.

5 Q. Let's talk about meal periods for a minute or  
6 two. Do you have an understanding what California law  
7 provides about meal periods for nonexempt employees, in  
8 other words, employees who aren't managers?

9 A. Yes.

10 Q. What's your understanding?

11 A. That they need to start their meal period at  
12 the five-hour mark or earlier for a half-hour meal  
13 period.

14 Q. Anything else as to what the -- as to your  
15 understanding of what the law requires regarding meal  
16 periods?

17 MR. BRIGGS: Objection. Vague and ambiguous.  
18 Calls for a narrative.

19 THE WITNESS: It's to be 30 minutes  
20 uninterrupted.

21 Q. BY MR. COWAN: Anything else?

22 A. No. That's it.

23 Q. How did you come to acquire that understanding?

24 A. It's in the employee handbook.

25 Q. How did you come to understand -- let me

1 rephrase that. Is it your understanding that simply  
2 because it's in the handbook it's required by law?

3 A. That was my assumption, yes.

4 Q. Did you ever think that perhaps Trump National  
5 Golf Club was writing policies more generous?

6 A. Yes.

7 Q. You thought the policies in the handbook might  
8 be more generous than what was required by law with  
9 respect to meal breaks?

10 A. Yes.

11 Q. Why did you think that?

12 A. Well, we paid for the meal break. To my  
13 knowledge that's not required by law.

14 Q. Because -- in other words, because people  
15 didn't have to clock out, continued to get paid while  
16 they were eating?

17 A. Can you rephrase.

18 Q. When you say, "We paid for the meal break" --  
19 I'll put it this way: What do you mean by that?

20 A. To my understanding, and it's -- it's not a  
21 deep understanding, the meal break is generally unpaid.  
22 So the meal break we offered was paid, so I presume  
23 that's counter -- that answers your question as far as  
24 whether it answers -- or it corresponds to California  
25 law.

1 if they were longer than -- you know, for a time and a  
2 half, it was after -- it was at the ten-hour mark.

3 Q. What do you mean when you say it was at the  
4 ten-hour mark?

5 A. Well, if they were working a shift and a half  
6 or overtime or some elongated shift.

7 Q. Then what?

8 A. Then they would get a second meal period.

9 Q. Did you have any understanding as what it meant  
10 for the meal break to be uninterrupted?

11 A. Yes.

12 Q. What was that understanding?

13 A. They are to be uninterrupted, so no work.

14 Q. Any other -- anything else?

15 A. That's it.

16 Q. So I think -- tell me if I'm wrong, but I think  
17 what you're saying is that you understood that they  
18 were to have a continuous 30-minute meal break that was  
19 not to be intruded upon or broken up in any way for any  
20 reason. Is that right?

21 A. Yes.

22 Q. Before the first lawsuit was filed, the  
23 Messerschmidt lawsuit, did you have any understanding  
24 as to what the consequences were if a company failed to  
25 provide a meal break that's required by law?

1 MR. BRIGGS: Objection. It's vague and  
2 ambiguous.

3 THE WITNESS: No.

4 Q. BY MR. COWAN: Did you later acquire an  
5 understanding as to what the consequences were if a  
6 company failed to allow in one way or another an  
7 employee to take a meal break that was required?

8 A. Generally.

9 Q. What's that general understanding?

10 A. There are penalties involved. I couldn't give  
11 you more details.

12 Q. When you say "penalties," what do you mean?

13 A. I mean, there has got to be a penalty if you're  
14 not conforming with the law, so it's something, but I  
15 don't know what it is.

16 Q. So do you have any idea as to whether it means  
17 someone goes to jail or has to pay money or has to do  
18 something else?

19 A. Well, it's got to be financial. Why else would  
20 the lawsuits be being filed? So it's not jail.

21 Q. I --

22 MR. BRIGGS: Altruism.

23 THE WITNESS: Sorry to be a smart-aleck, but  
24 it's kind of --

25 Q. BY MR. COWAN: So you're assuming that it's

1 money, but you don't have a specific understanding?

2 A. Correct.

3 Q. While you were the general manager, what, if  
4 anything, did you do -- and maybe there was nothing  
5 because you delegated it to Mr. Sperandeo, but what,  
6 if anything, did you do to ensure that the Trump  
7 National Golf Club was complying with California law  
8 regarding meal breaks?

9 A. Nothing.

10 Q. While you were the general manager what, if  
11 anything, did you do to make sure that the other  
12 managers and supervisors at the club were educated  
13 about the club's meal break policies and knew how to  
14 enforce them?

15 A. Well, it was during staff meetings. I think I  
16 mentioned before that it's reminders. It's coaching  
17 and it's let's make sure we're treating our people well  
18 and let's make sure they're getting rests and breaks.

19 Q. Well, I'm talking specifically about meal  
20 breaks. Is this something that you would have said or  
21 something else that someone else would have said?

22 A. Well, what I just told you I would have said.  
23 But as -- what I just said I would have told you --  
24 told them.

25 Q. So it's your testimony that you specifically



1 are stating to these managers let's make sure people  
2 get their meal breaks?

3 MR. BRIGGS: Objection. Misstates his  
4 testimony.

5 THE WITNESS: Exactly. Let's make sure we're  
6 taking care of our people. Let's make sure they're  
7 getting their breaks.

8 Q. BY MR. COWAN: So as best you recall, that's  
9 about how it was phrased?

10 A. More or less, yes.

11 Q. Anything more specific?

12 A. No, not that I recall.

13 Q. Other than ensuring that annual training  
14 continued by -- I think it was K&S about HR matters,  
15 was there anything else that you're aware of that was  
16 done while you were the general manager of the Trump  
17 National Golf Club to ensure that the managers were  
18 properly educated and trained about meal breaks?

19 A. No.

20 Q. Did you ever have occasion to look at any  
21 statutes or government regulations or anything beyond  
22 what was printed in the company handbook to educate  
23 yourself about the law regarding meal breaks?

24 A. No.

25 Q. Did you think it was important that employees

1 at the Trump National Golf Club receive their meal  
2 breaks?

3 A. Yes.

4 Q. Why did you think so?

5 A. Well, everybody needs to have a break. No one  
6 that -- I mean, there are very few people out there who  
7 can just work through an entire shift and not get to  
8 rest and not get to have a break.

9 Q. You thought it was important for their mental  
10 state of mind?

11 A. For every -- I mean for everything.

12 Q. So for mental --

13 A. Physically, mentally, everything.

14 Q. For mental, physical, and emotional reason, you  
15 thought it was important for them to be able to get  
16 their meal breaks as required by law, yes?

17 A. Yes.

18 Q. Did you ever arrange for your managers to  
19 specifically hold meetings or seminars to educate  
20 employees about the meal break policies?

21 A. Yes.

22 Q. When?

23 A. It would have been after the -- after the  
24 lawsuit.

25 Q. Okay. Thank you. Before the lawsuit was

1 filed, did you ever take any such steps?

2 A. No.

3 Q. Why not?

4 A. Well, it was a policy that I inherited, and it  
5 was a policy that seemed to be working. We had no  
6 complaints. So it was, you know, a not broke, don't  
7 fix it type of scenario.

8 Q. By the way, when you came to join the Trump  
9 National Golf Club, was The Apprentice on the air?

10 A. I believe so.

11 Q. Had you watched it?

12 A. No.

13 Q. At some point did you start watching it?

14 A. No.

15 Q. Have you ever watched an episode of The  
16 Apprentice?

17 A. Yes.

18 Q. When did you first start watching it?

19 A. I watched season 2 back in 2002 or 2001, right  
20 around there.

21 Q. So when you came to work for the Trump National  
22 Golf Club, you were aware that Mr. Trump is the -- as  
23 the principal figure of the organization is a man who  
24 is known for telling people "You're fired," right?

25 A. On TV.

1 Q. Who in HR?

2 A. Tom and Mariela.

3 Q. So the three of you decided: We should have a  
4 meeting and educate everybody so they'll know what the  
5 policies are and know what their rights are?

6 A. Yes.

7 Q. Did you ever hear anybody refer to -- either  
8 before the lawsuits or after the lawsuits -- refer to  
9 the meal break as a DP?

10 A. No.

11 Q. Have you ever heard anyone talk about meal  
12 periods being referred to as a DP?

13 A. No.

14 Q. While you were the golf pro, are you aware of  
15 any wage orders being posted at the club educating  
16 employees about what their rights were regarding meal  
17 and rest breaks?

18 MR. BRIGGS: Objection. Lack of foundation.

19 THE WITNESS: There is the large laminated  
20 sheet that's produced by -- I mean at least the State,  
21 I believe federal as well, that's near the time clock.

22 Q. BY MR. COWAN: Do you know -- was this on the  
23 wall at all times that you were working there?

24 A. As I recall. I got so used to going in and  
25 out, I don't recall.

1 Q. The wall became inadvisable after awhile  
2 because you're so familiar with it?

3 A. Just used to seeing something.

4 Q. Is that -- I'm sorry?

5 A. Just used to seeing something.

6 Q. Right. I mean, to some extent that's human  
7 nature. So you're saying that after a while you can't  
8 tell because it's so familiar, you're not paying  
9 attention to it; is that correct?

10 A. Well, it's there. It's on the door as you  
11 leave, as I remember it.

12 Q. Did you ever read it?

13 A. No.

14 Q. Why not?

15 A. Never took the time.

16 Q. Why not?

17 A. Never thought of it.

18 Q. Before the Messerschmidt lawsuit was filed, did  
19 you ever discuss a wage order or any other documents  
20 that were posted on the wall with any of your other  
21 managers?

22 MR. BRIGGS: Objection. Lack of foundation.

23 THE WITNESS: Not that I can recall, no.

24 MR. COWAN: Off the record for one second.

25 (Break taken from 2:09 p.m. to 2:10 p.m.)

1 ballroom captain.

2 Q. Anyone else?

3 A. That's it.

4 Q. During the time that you were the general  
5 manager of the Trump National Golf Club and before the  
6 filing of the Messerschmidt lawsuit, were you aware of  
7 any nonexempt employee ever receiving premium pay for  
8 having missed a meal period?

9 A. No.

10 Q. Were you aware of anyone ever receiving premium  
11 pay for having missed a meal period before the Perry  
12 lawsuit was filed?

13 A. No.

14 Q. Are you aware of anyone being voluntarily paid  
15 premium pay for missing a meal period after the Perry  
16 lawsuit was filed?

17 A. I mean, I don't recall after. I -- I -- no.

18 Q. During the time that you were the general  
19 manager of the club and excluding the two lawsuits that  
20 were filed, did anyone ever come to you and complain  
21 about not being able to take meal breaks?

22 A. No.

23 Q. Did anyone ever come and complain to you about  
24 not being able to take a rest break?

25 A. No.



1 Q. Is it -- would it be accurate to say that up  
2 until the Messerschmidt and/or Perry lawsuits were  
3 filed that while you were the general manager there  
4 were no changes in how things were done when you were  
5 in charge as opposed to Mike VanderGoes? Again, just  
6 with respect to meal and rest breaks.

7 MR. BRIGGS: Objection. It's vague and  
8 ambiguous. Lack of foundation.

9 THE WITNESS: Can you repeat the question.

10 Q. BY MR. COWAN: Sure. To your knowledge, as  
11 best you're aware during the time that you were the GM  
12 at the Trump National Golf Club, did anything change  
13 from the way the club had handled meal and rest breaks  
14 when Mike VanderGoes was in charge?

15 MR. BRIGGS: Objection. Lack of foundation.  
16 Calls for speculation.

17 THE WITNESS: No.

18 MR. COWAN: Can you read my question back.  
19 Just the question.

20 (Record read.)

21 THE WITNESS: And I had assumed -- for the  
22 record I assumed -- I think the first time you said the  
23 question it was until the Messerschmidt case, so --

24 Q. BY MR. COWAN: Yeah. Yes.

25 A. That's --

1 breaks in break areas or a break room or in the outside  
2 area from the kitchen near the dumpsters and the  
3 loading dock?

4 A. Can you repeat the first part of the question.

5 Q. Sure. During the time you were the general  
6 manager, there were essentially two place where  
7 employees could take their meal periods: Number one,  
8 in the break room and, number two, outside the side of  
9 the building in the area with a couple of tables and  
10 where the loading dock and dumpsters are. Is that  
11 right?

12 A. No. That's inaccurate.

13 Q. Where else could they take their meal break?

14 A. They could go wherever they wanted. The first  
15 place that comes to mind is the park.

16 Q. Excuse me?

17 A. The first place that comes to mind is the park  
18 just outside the clubhouse. But they could go wherever  
19 they want.

20 Q. How was that communicated to them?

21 A. It wasn't. It was, again, a policy that I had  
22 inherited.

23 Q. Well, this policy that you inherited, to your  
24 knowledge, how was that communicated to employees?

25 MR. BRIGGS: Objection. Lack of foundation.

1 THE WITNESS: Employee handbook. I -- it's a  
2 guess. I don't know.

3 Q. BY MR. COWAN: How did you come to believe that  
4 employees were free to go to the park outside the  
5 clubhouse during their meal periods?

6 A. Well, it was used as an example. They could go  
7 wherever they would like, so the park just naturally  
8 came to mind.

9 Q. So that was a hypothetical example that you  
10 gave?

11 MR. BRIGGS: I think he said it was an  
12 illustrative example.

13 THE WITNESS: Yeah, it's a tangible example.  
14 It's right there. It's beautiful.

15 Q. BY MR. COWAN: Are you aware of a time or means  
16 before the filing of the Messerschmidt lawsuit, either  
17 while you were the general manager or the golf pro or  
18 at some time earlier, either because you observed it or  
19 read about it or heard about it from someone else, that  
20 the club communicated to its employees that they could  
21 go to this park or anywhere else during a meal period  
22 if they so chose?

23 A. First part of the question again? I'm sorry.

24 MR. COWAN: Would you read it again, please.

25 (Record read.)

1 THE WITNESS: No.

2 Q. BY MR. COWAN: So if I understand you  
3 correctly, you're testifying that employees were free  
4 to go anywhere they wanted during a meal period,  
5 including this park outside the clubhouse, but, to your  
6 knowledge, it had never been communicated to anyone?

7 MR. BRIGGS: Objection. Asked and answered.  
8 Argumentative. I'm not sure why you insist on  
9 restating his testimony repeatedly throughout the day.

10 Q. BY MR. COWAN: Is that correct?

11 A. And can you say it again. I'm sorry. I'm  
12 either confused or I'm --

13 Q. Sure.

14 MR. BRIGGS: Remember his question is what your  
15 testimony is. So he's actually referring to something  
16 you just said here today --

17 THE WITNESS: Okay.

18 MR. BRIGGS: -- a couple moments ago.

19 Q. BY MR. COWAN: I'm substantively  
20 recapitulating.

21 A. Okay.

22 Q. Do you understand that when I --

23 A. Those are great words okay.

24 Q. -- when I say this I'm substantively  
25 recapitulating what you're saying, contrary to what my

1 minutes.

2 Q. Is this paid or unpaid?

3 A. Paid.

4 Q. And was it to be uninterrupted, or could it be  
5 broken up into segments, as you understood it?

6 A. As I understand it, uninterrupted.

7 Q. That's always been your understanding.

8 A. Yes.

9 Q. And at the club if an employee had to go to the  
10 bathroom, did he or she have to do it during a rest  
11 break, or could someone run to the bathroom for, you  
12 know, 60 seconds, or whatever it is, to go quickly and  
13 then still take a ten-minute rest break later?

14 A. They could walk to the bathroom if they chose.

15 Q. So a short bathroom break was permitted and in  
16 addition to the legally required ten-minute rest break?

17 A. Or a long one, depending on how nature was  
18 taking its course.

19 Q. So it's your policy that when you were the  
20 general manager, bathroom breaks didn't count as rest  
21 breaks?

22 A. Correct.

23 Q. As provided by California law.

24 A. Correct.

25 Q. Was that ever put into a memo anywhere, to your

1 knowledge?

2 A. No.

3 Q. To your knowledge, was that the policy under  
4 Mike VanderGoes?

5 MR. BRIGGS: Objection. Vague and ambiguous.

6 Q. BY MR. COWAN: To your knowledge, under Mike  
7 VanderGoes was there a policy that rest breaks didn't  
8 count as -- sorry -- that bathroom breaks didn't count  
9 as a rest break?

10 A. Yes. That -- yes.

11 Q. Are you aware of anyplace where that was  
12 spelled out in writing so employees would understand  
13 it, either when Mr. VanderGoes was the GM or you were  
14 the GM?

15 A. No.

16 Q. Any idea as to why?

17 MR. BRIGGS: Objection. Calls for speculation.

18 THE WITNESS: Well, going to the bathroom seems  
19 a natural right, so I didn't figure that needed to be  
20 regulated.

21 Q. BY MR. COWAN: To your knowledge, what was done  
22 to make sure that all the other managers and  
23 supervisors were aware of this policy that people could  
24 go to the bathroom if and when they needed to go and  
25 that it would not count as a rest break?



1 A. Nothing.

2 Q. Why not?

3 A. It's going to the bathroom. It's pretty common  
4 sensical.

5 Q. Anything else?

6 A. No.

7 Q. While you were the general manager, did you  
8 ever conduct a review of the company's employee  
9 handbook?

10 A. No.

11 Q. Why not?

12 A. Never thought of it. When I got promoted, I  
13 assumed that was -- you know, that was the gospel and  
14 that was fine.

15 Q. Would it be accurate to say, based on your  
16 prior testimony, that while you were the general  
17 manager you didn't take any specific steps to ensure  
18 that your managers and the supervisors were allowing or  
19 encouraging their employees to take their legally  
20 required rest breaks other than saying during staff  
21 meetings let's make sure people are taking their  
22 breaks?

23 A. Correct.

24 Q. Let's switch gears for a moment. I want to  
25 talk about some of your former colleagues. Now, you

1 MR. COWAN: All right. Back on the record.

2 Q. Mr. Conforti, do you need to change any of your  
3 testimony?

4 A. No.

5 MR. COWAN: I believe I'm done.

6 MR. BRIGGS: Okay.

7 MR. COWAN: I'm going to turn it over to  
8 co-counsel.

9 MR. YEREMIAN: Okay.

10

11

EXAMINATION

12 BY MR. YEREMIAN:

13 Q. Mr. Conforti, you testified earlier that you  
14 weren't involved with -- as the general manager of the  
15 Trump National, you were not involved with the  
16 scheduling of meal breaks for nonexempt employees,  
17 correct?

18 A. Correct.

19 Q. To your knowledge, who scheduled those breaks  
20 for employees?

21 A. Department heads.

22 Q. And to your knowledge, were employees allowed  
23 to leave the property in order to take their breaks?

24 A. Yes.

25 Q. Were they required to get authorization from

1 their supervisor prior to leaving the property?

2 A. It was preferred.

3 Q. How was that preference communicated to  
4 employees?

5 A. Just verbally, just telling them.

6 Q. Would employees have to request authorization  
7 prior to actually taking a meal break?

8 A. No.

9 Q. So employees could take a meal break whenever  
10 they wanted to?

11 A. Yes.

12 Q. So the authorization was only required to leave  
13 the premises?

14 A. Yes.

15 Q. And during your time as the general manager,  
16 did any -- did you hear about any employee complaints  
17 regarding the meal break policy? Or more generally,  
18 did you hear about any complaints regarding the ability  
19 to take meal breaks?

20 A. Not that I recall, no.

21 Q. Do you specifically recall Mr. Perry  
22 complaining about the ability to take meal breaks?

23 A. No.

24 Q. Now, were you aware that certain employees were  
25 going on food runs?

1           A.    There were some employees who would ask to go  
2 on a food run, and it was always a yes.  If it wasn't a  
3 yes, it was because we might have had a busy time on  
4 the tee sheet so we asked them to hold off for a few  
5 minutes, and then they would go.

6           Q.    By food run what I'm referring to, and what I  
7 assume your understanding, is that an employee would  
8 leave the premises with an order for several other  
9 employees and go pick up food at a local restaurant and  
10 return.

11          A.    Yes.

12          Q.    Was there a practice of employees going on food  
13 runs when you were the golf pro?

14               MR. BRIGGS:  Objection.  Vague and ambiguous.

15               THE WITNESS:  Probably, yes.

16          Q.    BY MR. YEREMIAN:  Do you know which employees  
17 would participate in the food run?

18          A.    I don't.

19          Q.    How were you aware that these food runs were  
20 taking place?

21          A.    Food wrappers.  Seeing them eating a --  
22 something from off property.

23          Q.    Did you ever speak to any department heads  
24 regarding food runs?

25          A.    Yes.

1 Q. And you said that you knew food runs were  
2 taking place because you would observe wrappers? Where  
3 would you see -- I mean, I'm assuming that means trash.  
4 Right?

5 A. Yes.

6 Q. Where would you see that?

7 A. On golf carts, if that's where they were  
8 eating. Sometimes up at the valet stand.

9 Q. Did that make you -- I mean, did -- if you saw  
10 the wrappers at the valet stand, did you wonder if they  
11 were actually eating at the valet stand?

12 A. Well, it's safe to say that they would have  
13 been eating at the valet stand. Every now and then I'd  
14 see them eating up there and I would -- what's the word  
15 I look for? I would -- sorry. I'm looking for the  
16 word. I would ask them not to eat up there, but I  
17 would see it there from time to time.

18 Q. Did you ever participate in a food run?

19 A. Going to get food for them? No.

20 Q. Did you ever participate in the sense of  
21 placing an order with them to bring food for you?

22 A. No.

23 Q. Did Dave Perry ever complain to you that Mike  
24 VanderGoes punched him in the stomach?

25 A. No.

# **Exhibit H**



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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

LUCY MESSERSCHMIDT, )  
individually and on behalf of )  
all others similarly situated, )  
Plaintiff, )

vs. )

VH PROPERTY CORPORATION dba, )  
TRUMP NATIONAL GOLF CLUB and )  
DOES 1 through 100, )  
Defendants. )

CASE NO. BC 403087  
Consolidated with  
CASE NO. BC 408999

DEPOSITION OF

LILI AMINI

Santa Monica, California

Wednesday, October 19, 2011

ATKINSON-BAKER, INC.  
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REPORTED BY: CYNTHIA E. LAMB, CSR No. 8349  
FILE NO.: A509E4E

1 MS. MARTIN: No, that is your question. You asked  
2 her "deny." She responded to that question.

3 MR. COWAN: I don't believe that to be the case.  
4 The record will show what it shows.

5 Q BY MR. COWAN: So during the time in  
6 question, was there anything that the club was doing to  
7 ensure compliance with California law regarding meal  
8 breaks other than number one, putting language in its  
9 employee handbooks and number two, having some means you  
10 generally testified about where you heard Sue Kwiatkowski  
11 and Luis Estrada talk to employees about taking breaks?

12 MS. MARTIN: Overbroad, vague and ambiguous,  
13 outside the scope of the deposition notice. If you want  
14 to answer in a personal capacity, you can.

15 THE WITNESS: Supervisors, every department is  
16 different so supervisors were in charge of their  
17 departments.

18 So what they would do -- I mean if anybody  
19 needed a break, we had employee meals at certain times  
20 where people can go and grab something to eat and take  
21 their time to eat it.

22 It was never that nobody knew about this. It  
23 was people knew they could go have lunch, they could go  
24 first meal break, they could sit in various locations of  
25 the club where it is out of the way so they are

1       uninterrupted.

2                   I mean it is just -- but it was known. So  
3       the manager would say, "Did you take your break," or "Do  
4       you want to go and take your break now," depending on  
5       business levels, and people would go. They would just  
6       communicate. The supervisor would communicate with their  
7       staff.

8           MR. COWAN: Move to strike the first part as  
9       non-responsive.

10          Q       BY MR. COWAN: I think what you are telling  
11       me is that supervisors on an informal basis would  
12       communicate with their employees about taking breaks; is  
13       that right?

14          MS. MARTIN: Objection, misstates her testimony and  
15       vague and ambiguous.

16          THE WITNESS: What they would do is they would  
17       check in with their staff, their staff would also know  
18       that their employee meal twice during the days they are  
19       able to go, but at any time there is always a manager  
20       there, there was always back-up there so if they were  
21       going to leave their post, they are free to ask I want to  
22       go have a lunch break or managers would check in with  
23       them, did you take your lunch break or did you take  
24       your -- did you want to take a break.

25                   It was constant communication all the time.

1 there a directive from the General Manager or some other  
2 high-level manager of the club telling -- specifically  
3 telling the lower-level managers to constantly have this  
4 dialogue with their supervisees?

5 MS. MARTIN: Objection, I am assuming we are -- you  
6 are now just outside the scope of your PMQ questions so  
7 you are asking her in her personal capacity?

8 MR. COWAN: No. The categories include policies  
9 about rest breaks and meal breaks and the practices.

10 MS. MARTIN: Okay. You are not asking about the  
11 policy or practice. You are asking about meetings  
12 between managers and what managers told to their people  
13 and stuff outside the scope of what a policy, procedure  
14 and practice is. You are asking about something  
15 completely different.

16 MR. COWAN: This goes to the implementation of the  
17 practice, it is part of the practice.

18 MS. MARTIN: I disagree with that.

19 THE WITNESS: Supervisors knew it and they  
20 communicated that to their staff.

21 Q BY MR. COWAN: Was there ever -- are you  
22 aware of general directive, orders, meetings, instruction  
23 that was given by either the General Manager who  
24 controlled or some other higher-level manager of the club  
25 telling all the lower-level managers be sure and talk

1 with your employees, your supervisees, on a regular basis  
2 about taking their breaks?

3 MS. MARTIN: Objection, vague and ambiguous,  
4 overbroad.

5 THE WITNESS: There is times in our staff meetings  
6 where it was brought up just as general conversation with  
7 our GM -- with our GM and our restaurant managers,  
8 banquet managers.

9 Q BY MR. COWAN: Who brought it up in 2005 from  
10 March onwards during such meetings?

11 MS. MARTIN: Objection, vague and ambiguous,  
12 overbroad.

13 THE WITNESS: It would be usually the General  
14 Managers. So Mike van der Goes would -- I remember it  
15 being casually -- just remember everyone has to take  
16 their meal break, their you know, rest breaks, so it was  
17 told.

18 Q BY MR. COWAN: And were those references  
19 including specifically thirty-minute meal breaks and ten  
20 -- in other words, in those meetings in 2005, was the  
21 manager specifically saying make sure they take thirty  
22 minutes per meal break?

23 A Yes, because that was policy.

24 Q You are sure -- you have a clear recollection  
25 that the discussion was not just about taking a meal

1 Q In 2010?

2 A Beginning of 2010, David Conforti.

3 Q And during these meetings in -- from March of  
4 2005 onward, did you hear Mr. van der Goes specifically  
5 referencing the managers that employees should be taking  
6 ten-minute rest breaks as opposed to a rest break in  
7 general?

8 A Not specifically ten minutes.

9 Q Okay. Is the same true for the following  
10 years, 2006 and seven and then eight and nine for  
11 Mr. Conforti?

12 A They may have said it, but I don't remember  
13 that. It was just common knowledge that people would  
14 just take breaks whenever they needed to. They had  
15 back-up.

16 Q Let's pick up on what you said just now,  
17 back-up. What practices did the club have as part of its  
18 policies to provide for employees to receive their  
19 thirty-minute meal breaks and ten-minute rest breaks so  
20 that there would be back-up?

21 MS. MARTIN: Objection, vague and ambiguous,  
22 overbroad.

23 THE WITNESS: There was a manager there at all  
24 times. If you had one person manning the post, you had  
25 the manager step in, that person can go take their break.



1           A        Because they have a phone at their post, they  
2 can call -- they have a phone at their hostess stand and  
3 they are able to call a manager by dialing an extension.  
4 They have all the managers' extensions and they say hey,  
5 can you come here and man the post while I take my break,  
6 absolutely.

7           Q        What if the managers are away from their  
8 desk?

9           MS. MARTIN:  Objection, incomplete hypothetical,  
10 calls for speculation.

11          THE WITNESS:  Not all twelve managers would not be  
12 at their desks at a given time.

13          Q        BY MR. COWAN:  If they were, then what?

14          MS. MARTIN:  Objection, incomplete hypothetical,  
15 calls for speculation.

16          THE WITNESS:  They would have a server, they would  
17 have a bartender, they could have a runner, they could  
18 have a busser.

19          Q        BY MR. COWAN:  What if the restaurant is busy  
20 and all the servers and bussers are busy?

21          A        Managers are there.

22          MS. MARTIN:  Same objection.

23          THE WITNESS:  If the restaurant is busy, a manager  
24 will not be away from that restaurant.  A manager will be  
25 there.

1 Q BY MR. COWAN: And was any of this ever  
2 spelled out in a written memo to the managers about how  
3 they should be providing coverage so that people could  
4 take their breaks?

5 MS. MARTIN: Objection, vague and ambiguous,  
6 overbroad.

7 THE WITNESS: They all knew it.

8 Q BY MR. COWAN: So that is a "no," it was  
9 never put out in a written memo?

10 A Not in a written memo as I knew it.

11 Q You talked before about the training programs  
12 that S&K Insurance and Compliance provided. That was for  
13 the department head managers?

14 MS. MARTIN: Objection, outside the scope of the  
15 PMQ notice. If you are off the PMQ notice now, can you  
16 please establish that because there is no category in  
17 here about training received on any topic. So if you  
18 would like to talk about training, then let's go ahead  
19 and close for now the PMQ.

20 MR. COWAN: I still think it goes to the issue of  
21 policies and practices.

22 MS. MARTIN: That is not what you are asking about.  
23 You are asking about -- specifically about training and  
24 that is not on the PMQ notice, so don't answer that.

25 MR. COWAN: The objection is -- your objection is

1           A       Yes.

2           Q       This is outside the notice, I am asking  
3 personal capacity, do you believe this was to be the case  
4 in 2000 -- that this was the case in 2004?

5           A       I wasn't there in 2004.

6           Q       From the spring of 2005 onward, did the club  
7 ever conduct any audits or checks to make sure that  
8 employees were receiving thirty-minute meal breaks as  
9 required by law?

10           MS. MARTIN: Objection. Again, this is outside the  
11 scope of the PMQ so I assume you are asking her in her  
12 personal capacity. There would be no question about  
13 audit in the PMQ notice.

14           MR. COWAN: We can agree to disagree but your  
15 objection is absolutely noted.

16           THE WITNESS: Back in 2005, I am not aware of that.

17           Q       BY MR. COWAN: Are you aware of any audits or  
18 inspections that were done in 2006 to ensure that  
19 employees were receiving thirty-minute meal periods?

20           MS. MARTIN: Same objection and vague and ambiguous  
21 as to "audits and inspections."

22           THE WITNESS: I don't remember anything.

23           Q       BY MR. COWAN: 2007?

24           A       I wouldn't have had that knowledge as the  
25 Golf Event Coordinator.

1 Q Do you have that knowledge now?

2 A Uh-huh.

3 Q In 2007, were any audits or inspections done  
4 by the club to ensure that its employees were receiving  
5 full, thirty-minute meal breaks?

6 A I know that we relied on our supervisors  
7 around that time to make sure that that was happening in  
8 their departments, in their respective departments.

9 Q Anything else?

10 A As far as I know, no.

11 Q Was there -- was anything done in 2008 in  
12 terms of audits or inspections to ensure that employees  
13 were receiving full, thirty-minute meal periods?

14 MS. MARTIN: Same objections.

15 THE WITNESS: As far as I know, no.

16 Q BY MR. COWAN: You have never heard of any  
17 such thing?

18 A About audits?

19 Q Audits, inspections.

20 A Not inspections of any kind but people would  
21 be taking their breaks.

22 Q Did you ever monitor employees with a watch  
23 to see how long they were taking for a meal break?

24 MS. MARTIN: Objection, again, outside the scope of  
25 the deposition notice. I think you can agree this is in

1 Q BY MR. COWAN: Do you have an understanding  
2 as to why employees are supposed to receive a  
3 thirty-minute meal break as established by law?

4 MS. MARTIN: Objection, same objection.

5 THE WITNESS: Personally, I believe obviously to  
6 get something to eat, to rest, to freshen up, to just  
7 take time to relax before they are back on their shift.

8 Q BY MR. COWAN: You understand the law -- the  
9 legislature who wrote the law in California and the  
10 courts that interpret it, have found that it is important  
11 for people to be able to take that kind of break?

12 MS. MARTIN: Objection --

13 Q BY MR. COWAN: You are nodding your head you  
14 agree?

15 A Yes, they should, yes.

16 Q So at any time from March of 2005 to the  
17 present, was there ever a formalized schedule for setting  
18 employee meal breaks?

19 MS. MARTIN: Objection, vague and ambiguous as to,  
20 "formalized schedule having meal breaks." Overbroad.

21 THE WITNESS: Nothing formalized, no.

22 Q BY MR. COWAN: So in every instance, it was  
23 simply up to the particular managers to allow the  
24 employees to take them as circumstances dictated?

25 MS. MARTIN: Objection, vague and ambiguous.

1 THE WITNESS: Every supervisor had their own way.  
2 Every department is different.

3 Q BY MR. COWAN: Was there ever a review done  
4 in 2000 -- from March of 2005 to the present to make sure  
5 that the supervisors were properly scheduling meal  
6 breaks?

7 MS. MARTIN: Objection. Again, this is outside the  
8 scope of the categories. So if you know in your personal  
9 capacity, you can respond but she is not responding on  
10 behalf of the company as a PMQ witness and vague and  
11 ambiguous as to "review."

12 THE WITNESS: Yeah, if you can just re -- just let  
13 me know the question again, I am sorry.

14 Q BY MR. COWAN: Was there ever an occasion in  
15 March of 2005 to the present where the club, through its  
16 managers, reviewed people's schedules to determine if  
17 they were conducive for people being able to take meal  
18 breaks?

19 MS. MARTIN: Same objection and overbroad.

20 THE WITNESS: I know now we put that in their  
21 schedules but it is a recommended time, it is not a  
22 scheduled time.

23 Q BY MR. COWAN: When did recommendations start  
24 being put in people's schedules?

25 MS. MARTIN: Same objections.



1 THE WITNESS: I don't know the first time that that  
2 started happening.

3 Q BY MR. COWAN: Was it after these lawsuits  
4 were filed?

5 MS. MARTIN: Objection.

6 THE WITNESS: It probably was.

7 Q BY MR. COWAN: That is your best  
8 recollection?

9 A Best recollection.

10 Q Have you ever -- have you ever heard of an  
11 occasion in which an hourly employee was denied a meal  
12 break to which he or she was entitled?

13 MS. MARTIN: Objection. Again, we are way outside  
14 the scope of policy, procedures and practices. You are  
15 now asking about specific instances in her personal  
16 knowledge. She is only going to respond in a personal  
17 capacity and not on behalf of the company in this -- to  
18 this question.

19 Q BY MR. COWAN: Have you ever heard of a  
20 situation where an hourly employee -- an hourly employee  
21 missed a meal break? Estimate?

22 MS. MARTIN: Same objection, vague and ambiguous.

23 THE WITNESS: If they missed it -- they were never  
24 denied it but if they ever missed it, I mean that could  
25 happen, yes.

1 Q BY MR. COWAN: And I understand it could.  
2 Are you aware of any occasions where it did?

3 A That they missed it?

4 Q Where a meal break was not taken for whatever  
5 reason.

6 A Where a meal break was not taken for any  
7 reason. The only times I have ever heard of that was if  
8 somebody started working but a manager would catch them  
9 and say, "Did you take your break? Oh, I forgot. Well,  
10 you need to go take it now."

11 Q That would have -- that would have been after  
12 some point in 2009; correct?

13 MS. MARTIN: Objection, misstates her testimony.

14 THE WITNESS: I wouldn't put a date on it.

15 Q BY MR. COWAN: Did that ever happen before  
16 either of these two lawsuits were filed?

17 A It could have.

18 Q I am asking something different. I am asking  
19 if you know of it happening before these lawsuits were  
20 filed.

21 MS. MARTIN: Objection, vague and ambiguous as to  
22 "happen." I am not sure what we are talking about any  
23 more.

24 THE WITNESS: I -- I don't know.

25 Q BY MR. COWAN: Are you aware of any occasions

1 meal breaks; right?

2 MS. MARTIN: Objection, lacks foundation,  
3 mischaracterizes her testimony. Same objections as to  
4 the scope, that she is only answering in her own,  
5 individual capacity.

6 THE WITNESS: That is as far as I know, yes.

7 Q BY MR. COWAN: There is no mention about  
8 premium pay in the employee handbook is there, to your  
9 knowledge?

10 MS. MARTIN: Objection, the document speaks for  
11 itself, vague and ambiguous as to, "premium pay."

12 THE WITNESS: I would have to refer back to the  
13 employee handbook about that.

14 Q BY MR. COWAN: Are you aware of the club ever  
15 giving out written memos to its employees telling them  
16 that if they miss a meal break or a rest break, they are  
17 entitled to premium pay?

18 MS. MARTIN: Objection, same objection as to the  
19 scope. She is only answering in her individual capacity.

20 THE WITNESS: I don't remember that.

21 Q BY MR. COWAN: Are you aware at any time --  
22 this is an individual question -- at any time whether the  
23 club conducted an investigation of whether an employee  
24 missed a break involuntarily as opposed to voluntarily?

25 MS. MARTIN: Vague and ambiguous as to,

1 "investigation." Overbroad as to the scope.

2 THE WITNESS: I wasn't aware of anything,  
3 personally.

4 Q BY MR. COWAN: Are you aware of any time from  
5 March of 2005 to the present where an hourly employee  
6 came with a question about meal and rest breaks and was  
7 referred to HR?

8 MS. MARTIN: Again, outside the scope of the PMQ.  
9 Please answer in your individual capacity.

10 THE WITNESS: They would go -- with any kind of  
11 question as far as their breaks go, they would go to  
12 their direct supervisor.

13 Q BY MR. COWAN: Move to strike as  
14 non-responsive. I am asking if you know whether someone  
15 ever was sent to HR for information after they had a  
16 question about meal and rest breaks.

17 MS. MARTIN: Objection, vague and ambiguous.  
18 Again, not within the scope of the notice. You should  
19 answer individually.

20 THE WITNESS: I wouldn't have known of that. I  
21 wouldn't have known of that if they were sent to HR if  
22 they were talking to somebody -- if they were talking to  
23 their manager, I wouldn't have known if the manager would  
24 tell them to go to HR. But HR was always open. If  
25 anyone had questions about anything, they are more than

1 welcome to go to HR.

2 Q BY MR. COWAN: From 2005 to the present, was  
3 there a written procedure that was given to the managers  
4 to follow for them to make sure that employees were  
5 receiving their meal or rest breaks?

6 MS. MARTIN: Objection, vague and ambiguous.

7 THE WITNESS: A written procedure?

8 MR. COWAN: Uh-huh.

9 THE WITNESS: Can you just repeat the question  
10 again so I have a clear understanding of the question.

11 (Record read.)

12 THE WITNESS: Written procedure? Well, what  
13 they -- a lot of it now is the scheduling so they have a  
14 recommended time so they would refer back to that to see  
15 if that particular employee is taking a break around that  
16 time.

17 But like I said, every department did it  
18 differently so it was just common knowledge that that is  
19 what had to be done. I don't believe there is anything  
20 written, only just the policies in our employee handbook.

21 Q BY MR. COWAN: So to make sure I understood  
22 that correctly, after -- at some point after the lawsuits  
23 were filed, the club started putting recommended break  
24 times into the schedules, but other than that, you are  
25 not aware of anything that would have been giving written

1 guidance to the managers about making sure their  
2 employees were taking their breaks other than what was in  
3 the employee handbook?

4 MS. MARTIN: Objection, misstates her testimony.

5 THE WITNESS: In 2005, I am not sure what the  
6 managers did, so there may have been something. But as  
7 far as I know now, this is what we have been doing.

8 Q BY MR. COWAN: Would you say that in 2005 or  
9 let's say from March of 2005 to the present, it was  
10 really the responsibility of the employee to make sure  
11 that he or she took a meal break?

12 MS. MARTIN: Objection, vague and ambiguous.

13 THE WITNESS: The supervisors also had to let them  
14 know as well but the employees were well aware of the  
15 fact that they had to take their break.

16 And so I would even see a lot of them ask  
17 managers to -- like I said -- man their post or have  
18 another person switch off with them.

19 Q BY MR. COWAN: In 2005 would you say it was  
20 really the responsibility of the employee to make sure  
21 that he or she received a rest break?

22 MS. MARTIN: Same objections.

23 THE WITNESS: Well, they knew they had to but like  
24 I said, there was communication with the supervisors and  
25 the employees at all times that they have to -- hey, do



1 you want to go on your break now, so it was  
2 communication.

3 Q BY MR. COWAN: So you are saying it was not  
4 just the responsibility of the employee?

5 A It was not just their responsibility but also  
6 the supervisor's responsibility.

7 Q Whose responsibility was it to make sure that  
8 the employee received a full thirty minutes for a meal  
9 break?

10 A Well. The employees knew that they had that  
11 thirty-minute break. There was also supervisors as well.

12 Q Whose responsibility was it to make sure that  
13 an employee received a full, ten-minute rest break?

14 A The employees knew that they had the full  
15 ten-minute break, supervisors knew that as well.

16 Q So you are saying it was the responsibility  
17 of both?

18 A Well, it is the responsibility of the  
19 employee to know that they have -- they have that  
20 ten-minute break just to relax and regroup. That is  
21 their ten-minute break.

22 Q In 2005 was it the responsibility -- if the  
23 break was -- if there was a problem with getting the  
24 break and it wasn't happening, whose responsibility was  
25 it to see that the break was received? Employees or the

1 supposed to be done here at deposition.

2 THE WITNESS: I am sorry. Would you repeat the  
3 question.

4 (Record read.)

5 MS. MARTIN: Same objections.

6 THE WITNESS: The way the employees also knew that  
7 they were supposed to receive their thirty-minute breaks  
8 and their ten-minute breaks and supervisors -- yes, they  
9 had to make sure that they did receive it.

10 Q BY MR. COWAN: The same is true for rest  
11 breaks; right?

12 A Yes.

13 Q So your testimony is that although  
14 employees -- according to you -- knew about the policies  
15 regarding meal breaks and rest breaks, ultimately the  
16 responsibility did lie with the supervisors to make sure  
17 they were getting those breaks because they were the ones  
18 in a position of power; right?

19 MS. MARTIN: Objection, misstates her testimony.  
20 She has already answered this question.

21 THE WITNESS: The employees know that they have to  
22 take their thirty-minute meal break and their ten-minute  
23 break. They know that and they are the ones that if they  
24 need coverage, they have to mention that to the  
25 supervisor as well. I mean I believe it is a joint

1 effort. I personally believe that.

2 Q BY MR. COWAN: Is that the best answer you  
3 can give to my question?

4 A Yes.

5 MS. MARTIN: When you get to a good point, can we  
6 take a break?

7 MR. COWAN: Yes, let's take a break.

8 (Brief recess.)

9 Q BY MR. COWAN: Okay. Let's go back on the  
10 record. We took a short break. You are able to resume  
11 your testimony?

12 A Yes.

13 Q Do you need to change any of your earlier  
14 testimony?

15 A No.

16 Q I want to confirm the testimony you have  
17 given so far which is there was -- as part of the club's  
18 policy regarding providing thirty-minute meal breaks,  
19 other than after 2009 scheduling or referencing  
20 recommended break times and other than generally  
21 instructing its managers -- the managers to make sure  
22 people were taking their breaks, there was nothing else  
23 that was done to make sure that a meal break was being  
24 provided for the required thirty-minute period; right?

25 MS. MARTIN: Objection, vague and ambiguous,

1 overbroad.

2 THE WITNESS: Correct, as the employee should know  
3 to take their breaks.

4 Q BY MR. COWAN: And as for rest breaks, there  
5 was nothing done to ensure that the rest breaks were  
6 ensured other than a general policy of having the  
7 managers check and making sure the employees knew what  
8 the breaks were supposed to be; is that right?

9 MS. MARTIN: Same objections.

10 THE WITNESS: Yes, but they would -- the employees  
11 knew. That is why the employees would -- like I said,  
12 would take their time to go out, smoke break, sit down,  
13 drink, eat. They would also know that as well but  
14 nothing else was written as they should know.

15 Q BY MR. COWAN: Now the club sometimes held  
16 special events like Super Bowl parties and celebrity golf  
17 tournaments; correct?

18 A Yes.

19 Q On days when the club was busy with events  
20 like that, people would end up working more than ten  
21 hours; right?

22 MS. MARTIN: Objection, vague and ambiguous,  
23 overbroad and this is outside the scope of the PMQ notice  
24 so you are asking her in her personal capacity so you can  
25 only answer in your personal capacity, if you can answer

1 at all.

2 THE WITNESS: There were times where yes, they  
3 would have to work long hours, longer hours.

4 Q BY MR. COWAN: Let's talk about rest breaks  
5 for a minute. They were paid; right?

6 A Yes.

7 Q If somebody needed a quick trip to the  
8 bathroom, would that count as their rest break as a  
9 matter of club policy?

10 A No. They are free to go to the bathroom any  
11 time they wanted to go to the bathroom.

12 Q That was true for all employees?

13 A Yes.

14 Q So the employee handbook contained a  
15 reference to rest breaks; right?

16 MS. MARTIN: Objection, the document speaks for  
17 itself.

18 THE WITNESS: (No audible response.)

19 Q BY MR. COWAN: And other than that, other  
20 than the handbook and other than the general, informal  
21 discussions you have talked about that managers and  
22 supervisors would have with the non-exempt employees,  
23 there is nothing else that was done to educate them about  
24 their right to receive a paid, ten-minute rest break for  
25 every four hours of work; correct?

1 MS. MARTIN: Objection, vague and ambiguous,  
2 overbroad, asked and answered.

3 THE WITNESS: No, because they knew.

4 Q BY MR. COWAN: You are agreeing with me?

5 A That there was nothing in writing other than  
6 the employee handbook.

7 Q The question was a little bit different. I  
8 just want to make sure --

9 A Sure.

10 Q -- we are on the same page.

11 A Absolutely.

12 Q Everything that was done to educate employees  
13 about the policy regarding rest breaks consisted of  
14 putting it in the handbook, perhaps a general discussion  
15 when they received the handbook and then general,  
16 informal conversations or interactions with  
17 their supervisors; correct?

18 MS. MARTIN: Objection, vague and ambiguous and  
19 overbroad.

20 THE WITNESS: Correct.

21 Q BY MR. COWAN: The rest breaks were never  
22 scheduled; right?

23 A No. They can take rest breaks whenever they  
24 needed to rest.

25 Q Was there ever a procedure for non-exempt



1 employees to report a missed rest break?

2 MS. MARTIN: Objection, vague and ambiguous,  
3 overbroad.

4 THE WITNESS: A procedure to report a missed rest  
5 break? No. They would take their rest breaks. There  
6 was no -- there was no -- nothing in writing or they had  
7 to do anything like that.

8 Q BY MR. COWAN: I am asking -- you may have  
9 misunderstood my question. Let me try again.

10 A Sure.

11 Q Let's assume that for whatever reason; okay?  
12 An employee missed a rest break, didn't have the  
13 opportunity to take it.

14 Let's set aside why, let's assume the person  
15 didn't receive the opportunity to take a rest break, was  
16 there a procedure by which he or she could report, hey, I  
17 didn't get my rest break?

18 MS. MARTIN: Objection, vague and ambiguous,  
19 incomplete hypothetical.

20 THE WITNESS: They would report it to their  
21 supervisor. They would tell their supervisor hey, I  
22 didn't get my break. That is just the hypothetical, I  
23 didn't get my rest break.

24 Q BY MR. COWAN: That was -- that was the case  
25 in 2005; yes?

1           A       I believe so.

2           Q       And six?

3           A       Yes.

4           Q       And seven and eight?

5           A       Yes.

6           Q       And nine?

7           A       That is if the employee did not take their  
8 rest break which I don't know if they would or they  
9 wouldn't at that point.

10          Q       And this -- this policy that they should  
11 report a missed rest break whether it was their --  
12 whether it was of their own choosing or whether it was  
13 because they were denied it, was that in writing  
14 anywhere?

15          MS. MARTIN:  Objection, mischaracterizes her  
16 testimony.

17          THE WITNESS:  They were never denied it.

18          Q       BY MR. COWAN:  Let -- for whatever reason,  
19 was the policy that they should report a missed rest  
20 break to their supervisor in writing anywhere?

21          MS. MARTIN:  Objection, vague and ambiguous,  
22 overbroad.

23          THE WITNESS:  In writing?  I don't believe there  
24 was anything that you had to report in writing.

25          Q       BY MR. COWAN:  So to the best of your

1 caused to cars while they were driving them and parking  
2 them?

3 A No.

4 Q So nothing was ever deducted from their wages  
5 or tips to pay for any damages they might have  
6 accidentally caused; is that right?

7 A No.

8 Q You are agreeing with me?

9 A Nothing was deducted.

10 Q So I want to come back for a minute to the  
11 issue of meal breaks and rest breaks and specifically  
12 Hostesses and even more specifically, my client  
13 Lucy Messerschmidt. Was Lucy Messerschmidt treated any  
14 differently from any of the other Hostesses?

15 A No.

16 Q So she was treated the same way all the other  
17 Hostesses were treated?

18 A Yes.

19 Q And when she was a Hostess, was there a rule  
20 that she couldn't leave the podium unattended?

21 A If it was an emergency, obviously but --

22 Q Obviously in an emergency?

23 A But like I said, they would always have  
24 somebody there. So it was the responsibility of them to  
25 make sure somebody was manning the post and they can

1 leave the podium.

2 Q So the rule was that there was always  
3 supposed to be -- absent an emergency, earthquake, fire,  
4 somebody is dying --

5 A Bathroom issues.

6 Q -- absent an emergency, there was always  
7 supposed to be at least one Hostess at the podium;  
8 correct?

9 A Yes.

10 Q And isn't it true that at certain times of  
11 the day only one Hostess was scheduled to work?

12 A Slow times.

13 Q So on those occasions, a Hostess would have  
14 to find somebody who was willing to cover for her, right,  
15 if she wanted to leave the podium and comply with --

16 A Not willing.

17 Q -- company policy?

18 A Not willing, but it was known that if a  
19 Hostess did need to leave, she could call anybody and  
20 they were to go to that post to man it, not that they  
21 would have to be willing, but if she called me or anybody  
22 else, yes, we would go there and have her leave the post.

23 Q Were there not -- were there not times where  
24 Lucy Messerschmidt would want to leave her post to take a  
25 break and couldn't do it right away because you or

# **Exhibit I**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

LUCY MESSERSCHMIDT, )  
individually and on behalf of )  
all others similarly situated, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
VH PROPERTY CORPORATION dba, )  
TRUMP NATIONAL GOLF CLUB and )  
DOES 1 through 100, )  
 )  
Defendants. )

CASE NO. BC 403087  
Consolidated with  
CASE NO. BC 408999

(Per Protective Order section 4, this transcript shall be treated as Confidential for a period of 30 days after its receipt.)

DEPOSITION OF  
MIKE VAN DER GOES  
Santa Monica, California  
Friday, September 9, 2011

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1 speaking objections really aren't appropriate. Say, 10:59  
2 "vague and ambiguous," you can argue it at trial to the  
3 judge is sufficient.

4 THE WITNESS: Can you repeat the question.

5 Q BY MR. COWAN: Sure. Did you receive any 10:59  
6 training in conjunction with becoming the GM?

7 MS. MARTIN: Same objections.

8 THE WITNESS: No.

9 Q BY MR. COWAN: After you became the GM, did  
10 you receive any training in being the General Manager? 10:59

11 MS. MARTIN: Objection, vague and ambiguous,  
12 overbroad.

13 THE WITNESS: I would say, yes.

14 Q BY MR. COWAN: What training did you receive?

15 A It was through S&K Compliance. 11:00

16 Q What was that?

17 A It was our company we use for HR resources  
18 and in order to make sure that we stayed in conjunction  
19 with the correct laws that govern California wage an  
20 hour. 11:00

21 Q So tell me all the training you received  
22 from S&K.

23 A I can't give you specifics because I don't  
24 know. I think that to the best of my recollection it was  
25 from breaks, when to take breaks, hiring, firing, last 11:00

1           A       What we can provide free of charge, what the 11:11  
2 employees are expected to purchase on their own.

3           Q       What were you taught?

4           A       Anything with a logo, because it can't be  
5 used anywhere else for employment. You cannot make that 11:12  
6 individual pay for those uniforms. They can be requested  
7 to purchase their own slacks, shoes and belts.

8           Q       Were you taught anything else?

9           A       Not that I recall.

10          Q       What did you ever learn about -- during the 11:12  
11 course of this training, either at Trump or other  
12 employers in California -- about rest periods?

13          A       We are informed to follow policies.

14          Q       So whatever was in the employee handbook you  
15 should follow? 11:13

16          A       That would be the policy, yes.

17          Q       That is what they taught you to do?

18          A       Yes.

19          Q       Is the same true for meal periods?

20          A       Yes. 11:13

21          Q       As you sit here today, do you remember  
22 attending any seminars where any of these HR  
23 professionals or whatever other qualifications they had  
24 explained to you exactly what the law was regarding meal  
25 periods or rest breaks in California? 11:13



1 say that these priorities were sort of put in order based 11:33  
2 on your sense about how you can best do your job and do  
3 everything that was expected of you to be the best  
4 possible General Manager?

5 A Yes. 11:33

6 Q By the way, when you say -- talk about  
7 supervising department heads at Trump National Golf Club,  
8 what exactly did that mean?

9 A One, it was to mean that they stayed within  
10 their -- I would say again, customer service and 11:34  
11 budgeting and employee-related topics.

12 So is X, Y, Z following the correct protocols  
13 with regards to adhering to expenses, is he adhering to  
14 the employee manual, is he adhering to HR regulations, is  
15 he coming up with new ideas to stimulate business, is he 11:34  
16 being proactive with regards to scheduling if it is down  
17 time. If it is raining, obviously, we are not going to  
18 have a starter.

19 Q As best you could tell from the time you  
20 worked for Trump National Golf Club, what did you think 11:35  
21 was the most important thing the club wanted you to do?

22 MS. MARTIN: Objection, calls for speculation.

23 Q BY MR. COWAN: Let me rephrase that. Based  
24 on the communications you had with Mr. Trump and the  
25 people working with him at the Trump organization, what 11:35

1 did you come to believe were the most important things 11:35  
2 the organization wanted you to do?

3 A Make it the best it can be, to provide the  
4 service that is synonymous with Trump.

5 Q Would that have been okay if the club were 11:36  
6 also losing money or only being the best it can be while  
7 still being profitable?

8 MS. MARTIN: Objection, vague and ambiguous, calls  
9 for speculation, incomplete hypothetical.

10 MR. COWAN: I am asking for your understanding. 11:36

11 THE WITNESS: I don't think we ever made money when  
12 I was there. So my interpretation of it is Mike, I want  
13 the club to do well but likewise, I think that there are  
14 expectations that not only the employees but the public  
15 who come to visit the facility have with regards to 11:37  
16 the name that is attached to the facility.

17 If you go to the Best Western, your  
18 expectations are not going to be the same as if you go to  
19 a Ritz. It is the same hotel, the only thing is that  
20 there is a different name to it. 11:37

21 Q BY MR. COWAN: So it was your understanding  
22 that the public expects the name Trump to be associated  
23 with luxury and high quality and that you needed to  
24 maintain those expectations and that standard? Is that  
25 right? 11:37



1 THE WITNESS: I might. 12:00

2 Q BY MR. COWAN: What do you think you might

3 have?

4 A I think as an employee, you are given a

5 handbook so I am sure that I put that at home just like 12:00

6 everything else and it could be floating around.

7 MR. COWAN: Take a break for one second.

8 (Brief recess.)

9 Q BY MR. COWAN: Back on the record. We took a

10 short break. Do you need to change any of your 12:08

11 testimony, sir?

12 A No.

13 Q So a moment ago you testified that you

14 thought it was important for the company to take all

15 reasonable steps to ensure that its employees' rights 12:09

16 under the law were protected; do you remember that?

17 A Yes.

18 Q During the time that you were the General

19 Manager, please tell me all steps that were taken to

20 ensure that the Trump National Golf Club complied with 12:09

21 California law regarding meal breaks.

22 MS. MARTIN: Objection, vague and ambiguous,

23 overbroad, calls for speculation.

24 THE WITNESS: I would have to defer that to

25 Tom Sperandio who was in charge of HR and his 12:09

1 communications with individuals related to making sure 12:09  
2 that that was there.

3 Q BY MR. COWAN: So would it be accurate to say  
4 that means I don't know because Mr. Sperandio was in  
5 charge of that? 12:09

6 A I knew of it once he did the review and he  
7 put it in the policies manual, yes. That is when I saw  
8 it.

9 Q At some point he put it in an employee  
10 handbook, a discussion about what the policy was supposed 12:10  
11 to be?

12 A Yes.

13 Q Other than that, are you aware of anything  
14 else that the club did to ensure that employees' rights  
15 regarding meal breaks were protected? 12:10

16 MS. MARTIN: Objection, vague and ambiguous,  
17 overbroad, calls for a conclusion.

18 THE WITNESS: Other than the training sessions  
19 through S&K and through the policies that were listed for  
20 the department heads to follow, that was my 12:10  
21 responsibility to make sure the department heads followed  
22 those.

23 I don't know exactly other than the training  
24 with the seminars what else was done individually with  
25 him with the department heads. 12:10

1 Q Do you have any reason to doubt his 12:21  
2 truthfulness other than any allegations made in his  
3 lawsuit that you do not believe to be true?

4 MS. MARTIN: Objection, lacks foundation, assumes  
5 facts not in evidence. 12:21

6 THE WITNESS: Again, so much as I had with the  
7 first one with Lucy, but no, I don't.

8 Q BY MR. COWAN: So based on all the  
9 interactions you had with Mr. Perry while he worked at  
10 the club when you were there, you have no reason to doubt 12:21  
11 his truthfulness; is that right?

12 A No.

13 Q You are disagreeing with me or you agree?

14 A I am disagreeing.

15 Q So based on what Mr. Perry -- based on what 12:22  
16 you -- experiences with Mr. Perry, while the two of you  
17 were working at the club, why do you doubt his  
18 truthfulness?

19 A I don't think he wanted to get in trouble and  
20 he had left his post to go run an errand, food, and it 12:22  
21 got busy and I ended up helping the valet.

22 He came back, he tried to disguise it as  
23 something different saying that he was not off site and  
24 he actually was. So I don't know if that is a one-time  
25 occurrence. 12:23



1 employment in January of 2008, were there any changes in 01:34  
2 the golf club's policies regarding employee meal breaks  
3 or rest breaks?

4 A To the best of my recollection, no, but I do  
5 know that we updated the employee manual to reflect 01:35  
6 changes in laws for the employees, et cetera, and I don't  
7 recall exactly what those changes were.

8 Q So from the point that you became the Interim  
9 General Manager onward, to your knowledge, what was the  
10 club's policy about how meal breaks would be scheduled? 01:35

11 MS. MARTIN: Objection, vague and ambiguous as to  
12 "club's policy."

13 THE WITNESS: The policy was actually written down  
14 in the employee manual for managers to enforce, for the  
15 employee to know what the rights are. 01:35

16 As a service-based industry, I think the  
17 policy is there for everybody to know what they are and  
18 what their opportunities are. I think the procedures and  
19 practices may differ based upon where you worked in the  
20 facility. 01:36

21 Q BY MR. COWAN: Do you have an understanding  
22 as to what the procedures were in the different  
23 departments of the facility when you were the General  
24 Manager to ensure that employees got the meal break?

25 MS. MARTIN: Objection, vague and ambiguous, calls 01:36

1 for a legal conclusion as to "ensure." 01:36

2 THE WITNESS: Again, going back, the managers have  
3 to go by policy and the procedure was different from golf  
4 course maintenance to food and beverage, valet for  
5 instance if they had a wedding coming in at 5:00 o'clock 01:36  
6 they are going to be busy from 4:30 to possibly 6:00  
7 o'clock for stragglers.

8 So the procedure for that would be different  
9 than the grounds maintenance where they are really not in  
10 the service business, they are just in the agronomy 01:37  
11 business so they would always take their break at 11:00  
12 o'clock.

13 So it fluctuated based upon time and  
14 availability but if you did work more than six hours, you  
15 did have to take a thirty-minute break. 01:37

16 Q BY MR. COWAN: The grounds keepers always  
17 took a break when?

18 A I would say between 10:00 and 11:00 or 11:30.

19 MS. MARTIN: Belated objection, calls for  
20 speculation. 01:37

21 Q BY MR. COWAN: You testified a moment ago  
22 that the grounds keepers were not service employees. In  
23 other words, what they did didn't directly affect or  
24 involve interaction with the customers and guests so they  
25 could always take their break at a particular time. 01:37



1 Q BY MR. COWAN: You understand what I am 02:05  
2 talking about what each department would do to  
3 implement --

4 A I don't think that there was a variation in  
5 policy because policy is something that is written, that 02:05  
6 is being requested by the facility to be upheld and  
7 implemented.

8 The practices and the procedures may change  
9 from department to department. I didn't see much of a  
10 change or variation if you want to call it that from a 02:05  
11 department head to a manager or supervisor of that  
12 department which is just one subordinate lower than that.  
13 But obviously, they are getting directions from that  
14 manager.

15 Q So it is your understanding that typically 02:06  
16 whatever procedures or practices a department head  
17 created to implement the policies and rules and company  
18 handbook, the managers and supervisors acting on your  
19 direction would carry them out?

20 A To the best of my knowledge, yes. 02:06

21 Q Is it accurate to say that the difference  
22 between a manager and a supervisor is just sort of one  
23 level of responsibility? The manager is in charge of  
24 supervisors and non-managerial employees sort of have  
25 more people keeping an eye on helping to run? 02:06

1 employees getting rest breaks? 02:11

2 A No.

3 Q Did you ever talk with him about the issue of  
4 employee tips being shared or pooled?

5 A I know we discussed it, yes. 02:12

6 Q What did you discuss with Mr. Conforti about  
7 the issue of tips being shared or pooled?

8 A If people wanted to pool them, just to make  
9 sure everybody turned it in. We wanted to make sure that  
10 everybody was on the up-and-up, don't put the stuff you 02:12  
11 want to pool in your right pocket and the stuff that you  
12 want to keep in your left pocket.

13 Q From the time that you were the General  
14 Manager at the golf club did you ever talk with  
15 Mr. Conforti about the issue of employees being properly 02:12  
16 paid?

17 MS. MARTIN: Objection, overbroad.

18 THE WITNESS: No.

19 Q BY MR. COWAN: When you joined the Ocean  
20 Trails Golf Club, did Joey Kim already work there? 02:13

21 MS. MARTIN: Objection, vague and ambiguous as to  
22 "join."

23 Q BY MR. COWAN: Let me back up. When you  
24 became employed at the Ocean Trails Golf Club, was  
25 Mr. Kim already working there? 02:13



1 concerns that an employee had and that would go from the 02:24  
2 employee to the manager to the department head to HR to  
3 me. So I was not exposed to every little nuance that the  
4 facility had.

5 Q Yes, but I asked a slightly different 02:24  
6 question so I am going to move to strike.

7 A Maybe I am not interpreting it correctly  
8 then.

9 Q That is possible. It happens all the time.  
10 I will technically move to strike as non-responsive and I 02:24  
11 will try again.

12 Other than monitoring visually the department  
13 heads and other than being available to respond to any  
14 issues that may have worked their way through the process  
15 as set forth in this handbook, was there anything else 02:24  
16 that you did to ensure that the policies of the club as  
17 set forth in its employee handbook were actually being  
18 followed and carried out?

19 MS. MARTIN: Objection, overbroad, vague and  
20 ambiguous. 02:25

21 THE WITNESS: I think that would refer back to the  
22 seminars and the meetings that we had with S&K to always  
23 review what was in the employee manual or what the  
24 policies are to make sure that we all stayed current with  
25 any kind of changes there were. 02:25

1 Q BY MR. COWAN: Anything else that you did 02:25  
2 other than what you just told me to ensure that the  
3 policies that were established and set out in the  
4 employee handbook were actually being enforced?  
5 MS. MARTIN: Same objections. 02:25  
6 THE WITNESS: No.  
7 Q BY MR. COWAN: Did you ever meet with any of  
8 your department heads and talk to them specifically to  
9 find out what they were doing to make sure the policies  
10 in this handbook were being carried out? When I say, 02:25  
11 "this handbook," I mean whatever employee manual was in  
12 effect at the time.  
13 A I don't recall.  
14 Q Can you think of anything that would help you  
15 remember? 02:26  
16 A No.  
17 Q How much direct contact would you have with  
18 the hourly employees?  
19 MS. MARTIN: Objection, overbroad.  
20 Q BY MR. COWAN: During the time that you 02:26  
21 worked as the General Manager is what I am talking about.  
22 A Quite a lot.  
23 Q What kind of contact was it?  
24 MS. MARTIN: Objection, overbroad.  
25 THE WITNESS: From saying good morning to helping 02:26





1 regards to any nuisances that he would solve while he was 02:43  
2 processing payroll. If people forgot to punch out or  
3 forgot to punch in he would be the person that would be  
4 the one that would address that with the department  
5 heads. 02:43

6 Q Right, but I am talking about something a  
7 little different. I am talking about whatever training  
8 was provided to the department heads and the managers and  
9 the supervisors to make sure that everyone else was doing  
10 what they were supposed to do with the club as a whole 02:43  
11 was properly keeping track and recording everyone's time.

12 And I asked you what training was provided to  
13 these supervisors and managers and department heads and  
14 you referenced the employee handbook.

15 So my question to you again is, other than 02:43  
16 giving them the handbook and effectively telling them  
17 make sure you understand this and do what is in here, was  
18 there any other training given to the department heads,  
19 managers and the supervisors about this issue of keeping  
20 track of employee time? 02:44

21 MS. MARTIN: Objection, overbroad.

22 THE WITNESS: No.

23 Q BY MR. COWAN: Where did the club keep its  
24 timekeeping records? Were they stored electronically?  
25 Were there hard copies printed and kept somewhere? How 02:44

1 were these records stored during the time you were the 02:44  
2 General Manager?

3 A Electronically and paper.

4 Q Both?

5 A Yes. 02:44

6 Q How long were the hard copies kept while you  
7 were the GM?

8 MS. MARTIN: Objection, calls for speculation,  
9 lacks foundation.

10 THE WITNESS: I want to say seven years. 02:44

11 Q BY MR. COWAN: To your knowledge, was the  
12 electronic data kept indefinitely?

13 A Yes.

14 Q Do you remember how the employees at Trump  
15 National Golf Club would keep track of his or her time? 02:45

16 MS. MARTIN: Objection, vague and ambiguous,  
17 overbroad.

18 THE WITNESS: Through the time clock.

19 Q BY MR. COWAN: Would they have a card that  
20 they used for a particular week or month or something 02:45  
21 else?

22 A They entered in a pin code and then in, out,  
23 so forth.

24 Q So they would use their ID number for  
25 themselves -- 02:45

1           A       Marialla Marias, M-A-R-I-A-L-L-A, and the       02:46  
2       last name is Marias, M-A-R-I-A-S.

3           Q       Is it correct to say -- and tell me if it is  
4       not -- that because the practice while you were the GM  
5       was not to have employees clock out for meal breaks,       02:47  
6       nothing was ever done about the fact that the time  
7       records didn't show any meal breaks?

8           MS. MARTIN:  Objection, assumes facts not in  
9       evidence.  If I recall correctly, he testified he didn't  
10      remember if they clocked out for meal breaks.           02:47

11      THE WITNESS:  Correct, I don't recall.

12      Q       BY MR. COWAN:  So are you aware of -- I am  
13      sorry.  I thought you said otherwise.  I apologize for  
14      that.

15                   Do you have any understanding or recollection   02:47  
16      about whether there was a procedure to follow if -- when  
17      reviewing time records they did not reflect a meal break  
18      during the time you were the GM?

19      A       I don't recall.

20      Q       Were you aware of circumstances in which an       02:47  
21      employee's time records would be adjusted?

22      MS. MARTIN:  Objection, vague and ambiguous.

23      THE WITNESS:  No.

24      Q       BY MR. COWAN:  Do you know whether if an  
25      adjustment were made to an employee's time record, there   02:48

1 their bag down the ramp and say hey, how come you aren't 02:54  
2 helping this guy out? Because I am on my lunch break.

3 So we try to get people to be in certain areas  
4 that we knew that they were on their lunch break that  
5 they are away from having to do work. 02:54

6 Q Did you have an understanding as to whether  
7 or not one of these meal breaks could occur in the middle  
8 of a shift?

9 A Can it occur in the middle of a shift you  
10 said? 02:54

11 Q Yes. Did you have an understanding while  
12 being the GM at Trump about whether employees should be  
13 allowed to leave the premises during a meal break?

14 A They can leave it, yes.

15 Q Did you have any understanding about whether 02:55  
16 an employee was ever entitled to a second meal break on  
17 the same day?

18 A I want to say from what I recall that they  
19 would be able to waive their second meal break but they  
20 have to sign for it. 02:55

21 Q So your recollection is that you understood  
22 that people could be entitled to a second meal break?

23 A Yes.

24 Q What was your understanding as to how many  
25 hours they had to work to be entitled to a second meal 02:55

1 break? 02:55

2 A Over ten.

3 Q And tell me exactly your understanding, if

4 you had one, about when or how an employee can waive a

5 meal break. 02:56

6 A They would have to sign a meal waiver period.

7 Q This was an understanding you had at Trump as

8 opposed to something you learned later?

9 A Yes.

10 Q Was there -- was that something that Trump 02:56

11 gave its employees an option to do, to your knowledge?

12 A To waive their second meal?

13 Q To waive -- was it your understanding they

14 could waive only their second meal or they could waive

15 any meal? 02:56

16 A They can't waive any meal. They can only

17 waive the second meal. They had to take a thirty-minute

18 break for any hours worked over six.

19 Q Was there a form in existence at the time

20 that you worked with the club that gave the employees the 02:56

21 option to waive the second meal?

22 A I believe there was, yes.

23 Q So if that existed, that is something that

24 would be in the club's HR files?

25 A Yes. 02:57

1 Q Do you have any understanding about the term 02:57  
2 called "premium pay?"

3 A No.

4 Q Do you have any understanding today as to  
5 what "premium pay" means? 02:57

6 A If you were going to ask me for a guess, I  
7 would say time and a half.

8 Q So the answer is -- I am not --

9 A Correct.

10 Q So you are -- the answer is, "I am not sure?" 02:57

11 A That is correct.

12 Q Okay. Did you have any understanding as to  
13 what kind of compensation an employee would be entitled  
14 to if he or she did not receive the meal breaks to which  
15 he or she was entitled to under California law? 02:57

16 MS. MARTIN: Objection, calls for a legal  
17 conclusion, incomplete hypothetical, assumes facts.

18 Q BY MR. COWAN: From the time you were the GM  
19 did you ever pull out -- pull up rather -- any of the  
20 statutes of the laws that pertained to meal and rest 02:58  
21 breaks and just read them or did you just simply rely on  
22 what is in the company handbook?

23 A I don't recall if I did or not.

24 Q You previously testified that you and the  
25 department heads would attend these seminars put on 02:58



1 by S&K but nobody else at the club; do you remember that? 02:58

2 A Yes.

3 Q Why was it only you and the department heads  
4 were attending these seminars and not as well the other  
5 managers? 02:58

6 MS. MARTIN: Objection, lacks foundation, calls for  
7 speculation.

8 THE WITNESS: Because it ultimately lies as a  
9 responsibility of those department heads to coordinate  
10 with the other managers and supervisors to provide them 02:59  
11 the policies as it relates to the club.

12 Q BY MR. COWAN: Was there any consideration  
13 that you could have the other managers below the level of  
14 department head attend these seminars as well, but it  
15 didn't make sense because it was too expensive? 02:59

16 A I think it was just more time and  
17 coordination because you have to have people on the  
18 floor.

19 Q Was there ever any consideration about  
20 holding the seminars more than once -- 02:59

21 MS. MARTIN: Objection.

22 MR. COWAN: -- so that way you could have people  
23 attend without being completely understaffed?

24 MS. MARTIN: Objection, lacks foundation, calls for  
25 speculation. 03:00

1 is that right? 03:01

2 A Yes.

3 Q You are saying that the reason other people  
4 didn't go was because of logistical considerations?

5 A As one factor, yes. 03:01

6 Q What were the other factors?

7 MS. MARTIN: Objection, calls for speculation,  
8 assumes he has personal knowledge.

9 Q BY MR. COWAN: To your knowledge, what were  
10 the other factors? 03:01

11 MS. MARTIN: If you have any knowledge.

12 MR. COWAN: That could be construed as coaching. I  
13 will ask you please not to do that.

14 THE WITNESS: The other factor was that we  
15 entrusted in our department heads to manage their 03:01  
16 department.

17 And so we didn't feel that it was relevant  
18 for having a bunch of people there when you could get  
19 just as much out of it with regards to department heads  
20 being able to transmit that information on a departmental 03:02  
21 level.

22 Q BY MR. COWAN: During the time you were the  
23 GM, did the club ever do an audit to see what percent of  
24 its policies were being successfully implemented through  
25 its procedures and whether in fact your practice of 03:02

1 sending only the department heads to these HR training 03:02  
2 programs was working?

3 A No.

4 MS. MARTIN: Objection, overbroad, vague and  
5 ambiguous. 03:02

6 Q BY MR. COWAN: So you remember that whatever  
7 employee handbook was in effect spelled out the policies  
8 about meal and rest breaks for the benefit of the  
9 employees; right?

10 A Yes. 03:02

11 Q And a copy of the handbook was given to each  
12 employee?

13 A Yes.

14 Q Other than giving the employees a copy of the  
15 handbook, what did the Trump National Golf Club do if 03:03  
16 anything, to educate its employees about the policies  
17 about meal breaks?

18 MS. MARTIN: Objection, overbroad, calls for  
19 speculation.

20 Q BY MR. COWAN: This is during the time that 03:03  
21 you were the GM.

22 A We had the labor law posters next to the  
23 employee time clock with the employee rights.

24 Q Anything else?

25 A Not that I recall. 03:03

1 Q So there were never any seminars or meetings 03:03  
2 that were conducted for the employees as a whole where  
3 everybody was told listen, words to the effect of listen,  
4 people, we want you to understand this is the club policy  
5 about meal breaks or rest breaks. We want you to have 03:04  
6 them. This is what you should be getting. If you are  
7 not, come see me, come see this department head, let us  
8 know. That never took place, right, to your knowledge?

9 MS. MARTIN: Objection, overbroad, calls for  
10 speculation. 03:04

11 THE WITNESS: Not to my knowledge, no.

12 Q BY MR. COWAN: To your knowledge, were memos  
13 ever given out to the employees essentially telling them  
14 the same kind of thing? People, we value you. We want  
15 you to have your breaks. This is not just some rule in a 03:04  
16 handbook to be ignored. It is a real, grievant policy.  
17 Make sure you are getting your breaks, that if your  
18 managers aren't letting you get your breaks on a regular,  
19 daily basis, come see someone above them. This is what  
20 we want you to have. Was that ever done, to your 03:04  
21 knowledge?

22 MS. MARTIN: Objection, vague and ambiguous,  
23 overbroad, incomplete hypothetical.

24 THE WITNESS: I don't recall. Not to say it  
25 didn't, but like I say, I don't recall. 03:04



1 Q Marialla, meet every new employee? 03:10  
2 A Yes.  
3 Q And your recollection or your understanding  
4 is that she would have given them that admonition because  
5 she went through the handbook? 03:10  
6 A That is correct.  
7 Q So let's turn to page twenty-one.  
8 A Which exhibit?  
9 Q Exhibit 2. Do you see page --  
10 MS. MARTIN: Are you going by the Bates number? 03:11  
11 MR. COWAN: It is Bates number 21 and it is page 17  
12 of 42 of the handbook, itself.  
13 THE WITNESS: Okay.  
14 Q BY MR. COWAN: A couple things. By the way,  
15 looking at the bottom it says 2-25-2009 but the front of 03:11  
16 the book says January, 2006. To your knowledge, does  
17 that mean that this handbook that was originally issued  
18 in 2006 was somehow later regenerated in 2009?  
19 MS. MARTIN: Objection, calls for speculation.  
20 THE WITNESS: I don't know. 03:11  
21 Q BY MR. COWAN: Looking at the bottom of  
22 page -- actual 17, not Bates 17, bottom section of that  
23 page it says, "Time clocks;" do you see that?  
24 A Yes.  
25 Q There is a discussion in the five paragraphs 03:12



1 any need to make a complaint about unlawful harassment. 03:16

2 If you turn to the next page, 42 of 42, top  
3 paragraph, third sentence from the end of the paragraph  
4 see where it says, "You will not be penalized in any way  
5 for reporting harassment either for yourself or to 03:16  
6 another person?"

7 A Yes.

8 Q It says, "Do not assume the club is aware of  
9 your problem. Complaints and concerns about harassment  
10 cannot be addressed unless they are brought to the 03:16  
11 attention of management." Do you see that?

12 A Yes.

13 Q Do you have any understanding about why  
14 language similar to this was not included in the section  
15 regarding meal and rest breaks and clocking in and 03:17  
16 clocking out?

17 A Again, I don't know if any -- this is a -- I  
18 haven't read the first paragraph but this is against  
19 harassment so I am assuming it is all related to that  
20 harassment. 03:17

21 And again, I don't want to speculate but I  
22 haven't read and familiarized myself with this recently  
23 to find out if any complaints with regards to employee  
24 violations are blanketed in this section anywhere that  
25 says, "If there are any employee violations that you see, 03:17

1 that you need to bring it to the attention and we are not 03:17  
2 going to seek retaliatory action towards you."

3 Q So, "I don't know," is the answer?

4 A Yes.

5 Q You would agree that it was important for 03:17  
6 hard-working, loyal, employees to be fully compensated  
7 and get the benefits under the law; right?

8 MS. MARTIN: Objection, vague and ambiguous,  
9 overbroad.

10 THE WITNESS: I wouldn't classify it just to 03:18  
11 hard-working employees.

12 Q BY MR. COWAN: Any employee?

13 A Right.

14 MR. COWAN: All right. Let's take a break.

15 (Brief recess.) 03:18

16 Q BY MR. COWAN: Back on the record. We took a  
17 short break. Mr. van der Goes, are you still feeling  
18 well?

19 A Yes.

20 Q Good. Do you need to change any of your 03:33  
21 testimony?

22 A No.

23 Q Very good. A few moments ago you testified  
24 that there were some posters on the wall near the time  
25 clock. 03:33

1 busy and then time gets away and then the next thing you 03:45  
2 know they never had their ten-minute break; do you  
3 understand that?

4 A Could it have happened?

5 Q Yes. 03:45

6 A Yes.

7 Q You have observed some employees being told  
8 they can't take their ten-minute break now because it is  
9 too busy; right?

10 A Yes. 03:46

11 Q Did you ever have any occasion when you were  
12 the General Manager to investigate whether an employee  
13 was not getting a meal break by choice or through lack of  
14 choice?

15 MS. MARTIN: Objection, vague and ambiguous, 03:46  
16 incomprehensible.

17 THE WITNESS: Could you restate that one more time.

18 Q BY MR. COWAN: Sure. I am sorry. That was  
19 probably a bad question. While you were the GM, did you  
20 ever have the occasion to investigate whether people 03:46  
21 weren't getting their meal breaks without their consent?

22 A No.

23 Q Did any employee ever come to you while you  
24 were the General Manager and complain they weren't  
25 getting their meal breaks or rest breaks? 03:46

1 right? 03:48

2 A Yes.

3 Q A moment ago I asked you about employees  
4 getting their breaks and you told me you believe that  
5 they were generally always getting the meal breaks and 03:49  
6 talked about some instances where you observed managers  
7 trying to schedule the breaks and telling certain  
8 employees you should take a break now before it gets too  
9 busy.

10 MS. MARTIN: Objection. 03:49

11 THE WITNESS: Yes.

12 Q BY MR. COWAN: Do you remember that? Are  
13 there any other reasons other than those experiences and  
14 the fact there was a policy in a handbook that said you  
15 are supposed to get a meal break if you work X number of 03:49  
16 hours that caused you to believe that all the club's  
17 hourly workers were getting a meal break as required by  
18 the law each day?

19 A I think we would have been informed by the  
20 employee, especially when you abuse the time sheet, if a 03:50  
21 meal break wasn't taken, I think the employees have been  
22 cognizant of that fact.

23 Q You think it was -- strike that. So to some  
24 extent, what you are telling me is that you were relying  
25 on employees to speak up if their rights were being 03:50

1 violated; is that right? 03:50

2 MS. MARTIN: Objection, mischaracterizes his  
3 testimony.

4 THE WITNESS: My belief was it was their rights  
5 that were being -- to speak up if their rights were being 03:51  
6 violated if it was anything that wasn't correct on their  
7 time sheet.

8 Q BY MR. COWAN: Well, you understand that  
9 under the law and under the company policy, they had the  
10 right to a meal period after -- an uninterrupted 03:51  
11 thirty-minute meal period after they worked a certain  
12 number of hours and they would have the right to a paid  
13 ten-minute rest break for every four hours they worked;  
14 correct?

15 A Yes. 03:51

16 Q So what you are saying is that you believe  
17 that you and the club to some extent were relying on  
18 people to complain if these rights were being violated,  
19 if there was a problem you would expect them to speak up;  
20 correct? 03:51

21 MS. MARTIN: Objection, mischaracterizes his  
22 testimony.

23 THE WITNESS: I guess so, yes.

24 Q BY MR. COWAN: Did the club, while you were  
25 the General Manager have any procedures in place to make 03:52

1 sure that when an employee was allowed to take a break to 03:52  
2 eat a meal that the person got a full thirty minutes to  
3 which they were entitled under California law and  
4 according to the handbook?

5 MS. MARTIN: Objection, overbroad, vague and 03:52  
6 ambiguous.

7 THE WITNESS: I don't know. I don't recall.

8 Q BY MR. COWAN: Is there anything that would  
9 help refresh your memory?

10 A Maybe reviewing time sheets. 03:52

11 Q It was your understanding that if managers  
12 allowed people to take a break but they only got to have  
13 twenty minutes or twenty-five minutes, that was  
14 insufficient?

15 A Yes. 03:52

16 Q To your knowledge was there any mechanism in  
17 place to ensure that the employees got the full thirty  
18 minutes to which they were entitled for a meal break?

19 MS. MARTIN: Objection, vague and ambiguous as to  
20 "mechanism." 03:53

21 Q BY MR. COWAN: Was there any process or  
22 procedure or special clocks or timers or anything else  
23 that was implemented so that there would be a way to make  
24 sure that the employees were getting a full thirty  
25 minutes when they took a meal break? 03:53



1 A Not that I recall, no. 03:53

2 Q Same thing as to a rest break. Was there  
3 anything that was implemented in any way to ensure that  
4 when an employee was taking a rest break that the person  
5 got the full ten-minute break to which they were entitled 03:53  
6 under California law and according to the employee  
7 handbook?

8 MS. MARTIN: Objection, overbroad.

9 Q BY MR. COWAN: Again, I am talking about  
10 while you were the General Manager. 03:53

11 A Witness people taking breaks, the ten-minute  
12 breaks, yes. Because it is paid for, I don't think that  
13 there is any way of tracking it.

14 Q To your knowledge, there was no mechanism or  
15 process of any kind of timing device in place that would 03:54  
16 allow a way to keep track to make sure the employees were  
17 getting the full ten-minute rest breaks to which they  
18 were entitled; is that right?

19 MS. MARTIN: Objection, overbroad.

20 THE WITNESS: Yes. 03:54

21 Q BY MR. COWAN: To your knowledge, was there  
22 any process that was in place to make sure that an  
23 employee would get a meal break by a certain period of --  
24 before they had worked a certain number of hours? In  
25 other words, they don't work seven hours before they are 03:54

1 given a meal break? 03:54

2 MS. MARTIN: Objection, overbroad.

3 THE WITNESS: I don't recall.

4 Q BY MR. COWAN: Can you think of anything that

5 would help you remember? 03:55

6 A No.

7 Q What is your understanding as to how the club

8 calculated when a thirty-minute meal period would start?

9 MS. MARTIN: Objection, overbroad, vague and

10 ambiguous. 03:55

11 THE WITNESS: Like I say, I don't recall if they

12 punched out for those periods but if they did, I think

13 that the time clock would reference that.

14 Q BY MR. COWAN: Let's assume that they didn't.

15 Let's assume that the employees were not punching out. 03:55

16 What was your understanding whether you got a

17 server in the kitchen, a hostess at the front door or a

18 valet who is out on the golf course as to when a meal

19 period starts or when you start counting thirty minutes?

20 A When does it start and when ... 03:55

21 Q Uh-huh, if you had an understanding.

22 MS. MARTIN: Vague and ambiguous.

23 THE WITNESS: I would say -- and this is just my

24 analysis and my interpretation of it -- if I were to come

25 to my supervisor and say, "Oh, I am going to take my 03:56

1 THE WITNESS: Not that I am aware of. 03:57

2 Q BY MR. COWAN: Are you aware of the shift

3 ever going beyond ten hours because some special event

4 like a celebrity golf tournament or a super bowl party or

5 some other event? 03:57

6 A Yes.

7 Q On those occasions, people might work more

8 than ten hours?

9 A It could have been, yes.

10 Q Is there something called the "Concourse de 03:58

11 Elegance?"

12 A Yes.

13 Q What is that?

14 A A car show.

15 Q Is that another event where a shift could 03:58

16 have gone longer than ten hours?

17 A It may have.

18 MS. MARTIN: Objection, calls your speculation.

19 Q BY MR. COWAN: It is a big event at the club?

20 A It was. I don't know if they still have it. 03:58

21 Q During the time that you were the General

22 Manager, the club provided food to the employees?

23 A Yes.

24 Q How many times a day would it provide meals?

25 A Twice. 03:58

1 wasn't where they said, "Hey, I am going to take my lunch 04:09  
2 and I am leaving."

3 Q So you are telling me that you heard some  
4 employees indicate this to you. I am asking a slightly  
5 different question now. 04:09

6 I am saying to your knowledge, what was done  
7 to make sure all the club's employees knew that if they  
8 wanted to leave the premises during a meal period they  
9 could without having to get permission from a supervisor  
10 or manager? 04:10

11 A I don't know.

12 Q During the time you were the General Manager,  
13 did any employees ever complain to you about getting too  
14 short a meal break?

15 A No. 04:10

16 Q Did any of them ever complain to you about  
17 getting -- having a meal break that was interrupted?

18 A No.

19 Q Any of them ever complain to you about  
20 missing a meal break altogether? 04:10

21 A No.

22 Q Any employees ever complain to you about the  
23 food that was being provided to them?

24 A Yes.

25 Q What were the complaints? 04:10



1 (Exhibit 6 was marked for 04:13  
2 identification, a copy of  
3 which is attached hereto.)  
4 Q BY MR. COWAN: Ever seen this before?  
5 A Not that I recall, no. 04:14  
6 Q To your knowledge, did this -- did the  
7 policies in this memo remain in effect when you became  
8 the General Manager?  
9 MS. MARTIN: Objection, overbroad, vague and  
10 ambiguous. 04:14  
11 THE WITNESS: I don't know.  
12 Q BY MR. COWAN: I would like you to take a  
13 second and read it and let me know if you see --  
14 recognize any policy specified in this document that you  
15 believe stopped being policy at the club after you became 04:14  
16 the General Manager.  
17 MS. MARTIN: Objection, assumes facts that these  
18 were policies at the club.  
19 Q BY MR. COWAN: By the way, do you see where  
20 the first line in this memo in all caps says, "On Duty 04:14  
21 Employee Meal Policy?"  
22 A Uh-huh.  
23 Q Please read from that point downward.  
24 A (Witness complies.) The second part where it  
25 says, "while in uniform," the second bullet point was not 04:15



1 in effect when I was there. 04:15

2 Q What was done to communicate to the employees  
3 that this second bullet point was no longer in effect?

4 MS. MARTIN: Objection, assumes facts not in  
5 evidence. 04:15

6 Q BY MR. COWAN: Was something done?

7 A There was a --

8 MS. MARTIN: Same objection.

9 THE WITNESS: -- there was a new -- and I don't  
10 have it with me so I don't recall exactly what it said -- 04:16  
11 it just stated where the employee should be so they are  
12 out of sight and not to be interrupted with their lunch  
13 break.

14 Q BY MR. COWAN: Is this a change in policy or  
15 was there a new memo stating this? 04:16

16 A There was a new memo.

17 Q Who created that memo?

18 A I believe Tom and I did.

19 Q Was your name on the memo?

20 A I don't recall. 04:16

21 Q Is there something you believe was circulated  
22 and would have been in the company's files?

23 A There may have been.

24 Q Any reason you think it wouldn't have been?

25 A No. 04:16

1 Q BY MR. YEREMIAN: The sexual harassment 05:19  
2 complaint?

3 A Yes.

4 Q You were unaware of any complaints regarding  
5 meal breaks? 05:20

6 MS. MARTIN: Asked and answered.

7 THE WITNESS: No, I did not.

8 Q BY MR. YEREMIAN: You previously testified  
9 that you did not have any responsibility to schedule  
10 employees? 05:20

11 A That is correct.

12 Q Who did?

13 A The department heads and managers were the  
14 ones that did the scheduling.

15 Q Did you ever instruct them how to schedule 05:20  
16 employees?

17 A No.

18 Q Do you know if they received any training on  
19 how to schedule employees?

20 A I don't think there was, no. 05:20

21 Q You previously also testified that you had  
22 knowledge of these food runs as we referred to them where  
23 employees leave the premises to get food and come back  
24 and take meal breaks with other employees?

25 A Yes. 05:21

1 Q Were any -- to your knowledge -- were any 05:21  
2 employees every reprimanded for taking these food runs?  
3 A They were on our -- I remember talking to  
4 Evan and Dave reminding them that they can't just take a  
5 food run without being on their lunch break. 05:21  
6 Q Can you clarify who Evan and Dave are.  
7 A Dave Perry.  
8 Q My client?  
9 A Yes.  
10 Q And who is Evan? 05:21  
11 A Evan Hopper.  
12 Q What was his position?  
13 A Just a valet.  
14 Q Did you council them, yourself?  
15 A Yes, just verbally or orally. 05:22  
16 Q What led you to council them?  
17 A I had to pick up the shifts and the  
18 responsibilities during the time that they were not there  
19 in the system and the customer service when I saw that  
20 the valet was backed up and I asked, "Where is your 05:22  
21 staff? I don't know. Who is working with you?" And I  
22 remember Dave's situation. He says, "Well I don't know  
23 where he is," and he came back.  
24 Q Who did you ask?  
25 A I believe it was Brawley Hernandez. 05:22

# **Exhibit J**



1 Pursuant to Code of Civil Procedure Section 2033.210, *et seq.*, Defendant VH Property  
2 Corp. ("Defendant"), hereby responds, for itself alone and no other entity, to Plaintiff Lucy  
3 Messerschmidt's ("Plaintiff") Requests for Admission, Set One propounded as follows:  
4

5 **PRELIMINARY STATEMENT**

6 These responses are made solely for the purposes of this action and on behalf of  
7 Defendant alone and no other entity or person. Each response is subject to all objections as to  
8 competence, relevance, materiality, propriety, and admissibility, and all other objections and  
9 grounds which would require the exclusion of any statements contained herein, if such  
10 statements were made by a witness present and testifying in court, all of which are expressly  
11 reserved and may be interposed at the time of trial.

12 The information contained in each response is based only upon the information currently  
13 available to Defendant. Defendant's investigation and discovery in preparation for trial is  
14 continuing and will continue throughout this action. Additional investigation may disclose  
15 further information relevant to these responses, including information obtained by Defendant  
16 from Plaintiff or third parties. Defendant's responses to these requests are made without  
17 prejudice to its right to introduce any and all documents and other evidence of any kind in this  
18 action. Defendant responds to these requests as it understands them and reserves the right to  
19 provide different responses if Plaintiff later provides a different interpretation. Defendant is not  
20 making any incidental or implied admissions. The fact that Defendant has answered part or all  
21 of any request is not intended and shall not be construed to be a waiver by Defendant of all or  
22 any part of any objection to any request.

23 Discovery in this matter is ongoing. Defendant fully reserves its right to alter, amend,  
24 supplement or otherwise revise these responses if, for any reason, such revisions or supplements  
25 become appropriate or warranted.

26 **GENERAL OBJECTIONS**

27 The following general objections apply to each Request for Admission. The assertion of  
28 the same, similar, or additional objections to an individual request does not waive any of



1 Defendant's general objections set forth below.

2 1. Defendant objects to the Requests for Admission generally, and to each Request  
3 for Admission specifically, to the extent they are in contravention of and/or expand upon the  
4 requirements of the California Code of Civil Procedure or other applicable rules or law.

5 2. Defendant objects to the Requests for Admissions generally, and to each Request  
6 for Admission specifically, to the extent they seek information protected by the attorney-client  
7 privilege, the attorney-work-product doctrine, and/or other applicable privileges.

8 3. Defendant objects to the Requests for Admissions generally, and to each Request  
9 for Admission specifically, to the extent they seek confidential, trade secret, proprietary,  
10 financial, or commercially sensitive information, the disclosure of which would constitute an  
11 invasion of the constitutionally-protected right of privacy or could result in substantial  
12 competitive injury to Defendant or breach by Defendant of an obligation to another to maintain  
13 such information as confidential.

14 4. Defendant objects to the Requests for Admissions generally, and to each Request  
15 for Admission specifically, to the extent that they call for information that is neither relevant nor  
16 reasonably calculated to lead to the discovery of admissible evidence.

17 5. Defendant objects to the Requests for Admissions generally, and to each Request  
18 for Admission specifically, to the extent that they are vague, ambiguous, overbroad, and/or  
19 unduly burdensome.

20 Subject to the foregoing General Objections, which are incorporated into each specific  
21 response below, Defendant responds, for itself alone, as follows:

22 **RESPONSES TO REQUESTS FOR ADMISSIONS**

23 **REQUEST FOR ADMISSION NO. 1:**

24 Admit that from December 3, 2004 through December 2, 2008, CLASS MEMBERS did  
25 not clock out for any meal periods.

26 ["CLASS MEMBERS" means all persons who are or have been employed as nonexempt  
27 hourly employees by Defendant VH Property Corporation in the State of California.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

2 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
3 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
4 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
5 on the grounds that a response to this request would require Defendant to review every time card  
6 for every non-exempt employee from December 3, 2004 to December 2, 2008, making this  
7 request unduly burdensome, especially in light of the fact that Defendant has previously  
8 produced time records for its non-exempt employees.

9 Subject to and without waiving its objections, Defendant admits only that two or more  
10 CLASS MEMBERS did not clock out and in for a meal period on an unspecified number of days  
11 during the four year period identified.

12 **REQUEST FOR ADMISSION NO. 2:**

13 Admit that from December 3, 2004 to December 2, 2008, YOU (defined herein to mean  
14 Defendant VH Property Corporation) had a practice of not requiring CLASS MEMBERS to  
15 clock out for meal periods.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

17 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
18 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
19 "meal periods" is vague and ambiguous and calls for a legal conclusion.

20 Subject to and without waiving its objections, Defendant responds: Admit.

21 **REQUEST FOR ADMISSION NO. 3:**

22 Admit that from December 3, 2004 to December 2, 2008, CLASS MEMBERS in YOUR  
23 (defined herein to mean Defendant VH Property Corporation) Outside Services/Valet  
24 Department did not clock out for any meal periods.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

26 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
27 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
28 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects

1 on the grounds that a response to this request would require Defendant to review every time card  
2 for every Outside Services/Valet Department employee from December 3, 2004 to December 2,  
3 2008, making this request unduly burdensome, especially in light of the fact that Defendant has  
4 previously produced time records for its non-exempt employees.

5 Subject to and without waiving its objections, Defendant admits only that two or more  
6 CLASS MEMBERS in the Outside Services/ Valet Department did not clock out and in for a  
7 meal period on an unspecified number of days during the four year period identified.

8 **REQUEST FOR ADMISSION NO. 4:**

9 Admit that from December 3, 2004 to December 2, 2008, CLASS MEMBERS in YOUR  
10 Kitchen Department did not clock out for any meal periods.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

12 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
13 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
14 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
15 on the grounds that a response to this request would require Defendant to review every time card  
16 for every Kitchen Department employee from December 3, 2004 to December 2, 2008, making  
17 this request unduly burdensome, especially in light of the fact that Defendant has previously  
18 produced time records for its non-exempt employees.

19 Subject to and without waiving its objections, Defendant admits only that two or more  
20 CLASS MEMBERS in the Kitchen Department did not clock out and in for a meal period on an  
21 unspecified number of days during the four year period identified.

22 **REQUEST FOR ADMISSION NO. 5:**

23 Admit that from December 3, 2004 to December 2, 2008, CLASS MEMBERS in YOUR  
24 Food & Beverage Front of the House Department did not clock out for any meal periods.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

26 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
27 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
28 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects

1 on the grounds that a response to this request would require Defendant to review every time card  
2 for every Food & Beverage Front of the House Department employee from December 3, 2004 to  
3 December 2, 2008, making this request unduly burdensome, especially in light of the fact that  
4 Defendant has previously produced time records for its non-exempt employees.

5 Subject to and without waiving its objections, Defendant admits only that two or more  
6 CLASS MEMBERS in the Food & Beverage Front of the House Department did not clock out  
7 and in for a meal period on an unspecified number of days during the four year period identified.

8 **REQUEST FOR ADMISSION NO. 6:**

9 Admit that from December 3, 2004 to December 2, 2008, CLASS MEMBERS in YOUR  
10 Deli Department did not clock out for any meal periods.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

12 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
13 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
14 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
15 on the grounds that a response to this request would require Defendant to review every time card  
16 for every Deli Department employee from December 3, 2004 to December 2, 2008, making this  
17 request unduly burdensome, especially in light of the fact that Defendant has previously  
18 produced time records for its non-exempt employees.

19 Subject to and without waiving its objections, Defendant admits only that two or more  
20 CLASS MEMBERS in the Deli Department did not clock out and in for a meal period on an  
21 unspecified number of days during the four year period identified.

22 **REQUEST FOR ADMISSION NO. 7:**

23 Admit that from December 3, 2004 to December 2, 2008, CLASS MEMBERS in YOUR  
24 Sales Department did not clock out for any meal periods.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

26 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
27 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
28 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects



1 on the grounds that a response to this request would require Defendant to review every time card  
2 for every Sales Department employee from December 3, 2004 to December 2, 2008, making this  
3 request unduly burdensome, especially in light of the fact that Defendant has previously  
4 produced time records for its non-exempt employees.

5 Subject to and without waiving its objections, Defendant admits only that two or more  
6 CLASS MEMBERS in the Sales Department did not clock out and in for a meal period on an  
7 unspecified number of days during the four year period identified.

8 **REQUEST FOR ADMISSION NO. 8:**

9 Admit that from December 3, 2004 to December 2, 2008, CLASS MEMBERS in YOUR  
10 Golf Department did not clock out for any meal periods.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

12 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
13 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
14 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
15 on the grounds that a response to this request would require Defendant to review every time card  
16 for every Golf Department employee from December 3, 2004 to December 2, 2008, making this  
17 request unduly burdensome, especially in light of the fact that Defendant has previously  
18 produced time records for its non-exempt employees.

19 Subject to and without waiving its objections, Defendant admits only that two or more  
20 CLASS MEMBERS in the Golf Department did not clock out and in for a meal period on an  
21 unspecified number of days during the four year period identified.

22 **REQUEST FOR ADMISSION NO. 9:**

23 Admit that from December 3, 2004 to December 2, 2008, CLASS MEMBERS in YOUR  
24 Security Department did not clock out for any meal periods.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:**

26 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
27 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
28 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects

1 on the grounds that a response to this request would require Defendant to review every time card  
2 for every Security Department employee from December 3, 2004 to December 2, 2008, making  
3 this request unduly burdensome, especially in light of the fact that Defendant has previously  
4 produced time records for its non-exempt employees.

5 Subject to and without waiving its objections, Defendant admits only that two or more  
6 CLASS MEMBERS in the Security Department did not clock out and in for a meal period on an  
7 unspecified number of days during the four year period identified.

8 **REQUEST FOR ADMISSION NO. 10:**

9 Admit that from December 3, 2004 to December 2, 2008, CLASS MEMBERS in YOUR  
10 Banquets Department did not clock out for any meal periods.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

12 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
13 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
14 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
15 on the grounds that a response to this request would require Defendant to review every time card  
16 for every Banquets Department employee from December 3, 2004 to December 2, 2008, making  
17 this request unduly burdensome, especially in light of the fact that Defendant has previously  
18 produced time records for its non-exempt employees.

19 Subject to and without waiving its objections, Defendant admits only that two or more  
20 CLASS MEMBERS in the Banquets Department did not clock out and in for a meal period on an  
21 unspecified number of days during the four year period identified.

22 **REQUEST FOR ADMISSION NO. 11:**

23 Admit that from December 3, 2004 to December 2, 2008, CLASS MEMBERS in YOUR  
24 Course Maintenance/Greenskeepers Department did not clock out for any meal periods.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 11:**

26 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
27 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
28 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects



1 on the grounds that a response to this request would require Defendant to review every time card  
2 for every Course Maintenance/ Greenskeepers Department employee from December 3, 2004 to  
3 December 2, 2008, making this request unduly burdensome, especially in light of the fact that  
4 Defendant has previously produced time records for its non-exempt employees.

5 Subject to and without waiving its objections, Defendant admits only that two or more  
6 CLASS MEMBERS in the Course Maintenance/Greenskeepers Department did not clock out  
7 and in for a meal period on an unspecified number of days during the four year period identified.

8 **REQUEST FOR ADMISSION NO. 12:**

9 Admit that from December 3, 2004 to December 2, 2008, CLASS MEMBERS in YOUR  
10 Club House Maintenance Department did not clock out for any meal periods.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 12:**

12 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
13 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
14 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
15 on the grounds that a response to this request would require Defendant to review every time card  
16 for every Clubhouse Maintenance Department employee from December 3, 2004 to December 2,  
17 2008, making this request unduly burdensome, especially in light of the fact that Defendant has  
18 previously produced time records for its non-exempt employees.

19 Subject to and without waiving its objections, Defendant admits only that two or more  
20 CLASS MEMBERS in the Clubhouse Maintenance Department did not clock out and in for a  
21 meal period on an unspecified number of days during the four year period identified.

22 **REQUEST FOR ADMISSION NO. 13:**

23 Admit that from December 3, 2004 to December 2, 2008, CLASS MEMBERS in YOUR  
24 Habitat/Landscaping Department did not clock out for any meal periods.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 13:**

26 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
27 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
28 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects

1 on the grounds that a response to this request would require Defendant to review every time card  
2 for every Habitat/Landscaping Department employee from December 3, 2004 to December 2,  
3 2008, making this request unduly burdensome, especially in light of the fact that Defendant has  
4 previously produced time records for its non-exempt employees.

5 Subject to and without waiving its objections, Defendant admits only that two or more  
6 CLASS MEMBERS in the Habitat/Landscaping Department did not clock out and in for a meal  
7 period on an unspecified number of days during the four year period identified.

8 **REQUEST FOR ADMISSION NO. 14:**

9 Admit from December 3, 2004 to December 2, 2008, CLASS MEMBERS in YOUR  
10 Construction Department did not clock out for any meal periods.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 14:**

12 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
13 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
14 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
15 on the grounds that a response to this request would require Defendant to review every time card  
16 for every Construction Department employee from December 3, 2004 to December 2, 2008,  
17 making this request unduly burdensome, especially in light of the fact that Defendant has  
18 previously produced time records for its non-exempt employees.

19 Subject to and without waiving its objections, Defendant admits only that two or more  
20 CLASS MEMBERS in the Construction Department did not clock out and in for a meal period  
21 on an unspecified number of days during the four year period identified.

22 **REQUEST FOR ADMISSION NO. 15:**

23 Admit that from December 3, 2004 to December 2, 2008, CLASS MEMBERS in YOUR  
24 Administration Department did not clock out for any meal periods.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 15:**

26 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
27 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
28 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant also objects

1 on the grounds that a response to this request would require Defendant to review every time card  
2 for every Administration Department employee from December 3, 2004 to December 2, 2008,  
3 making this request unduly burdensome, especially in light of the fact that Defendant has  
4 previously produced time records for its non-exempt employees.

5 Subject to and without waiving its objections, Defendant admits only that two or more  
6 CLASS MEMBERS in the Administration Department did not clock out and in for a meal period  
7 on an unspecified number of days during the four year period identified.

8 **REQUEST FOR ADMISSION NO. 16:**

9 Admit that from December 3, 2004 to December 2, 2008, YOU required CLASS  
10 MEMBERS to get permission from authorized supervisors before taking meal periods on the  
11 premises of Trump National Golf Club.

12 **RESPONSE TO REQUEST FOR ADMISSION NO. 16:**

13 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
14 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
15 "meal periods" is vague and ambiguous and calls for a legal conclusion. Defendant further  
16 objects on the grounds that "Trump National Golf Club" is vague, ambiguous, and overbroad.  
17 Defendant also objects on the grounds that due to the overbroad definition of CLASS  
18 MEMBERS, it is impossible to respond to this request because each supervisor for each  
19 department was responsible for deciding whether to require CLASS MEMBERS to obtain  
20 authorization before taking a meal period. Defendant further objects on the ground that this  
21 interrogatory is vague and ambiguous in its entirety.

22 Subject to and without waiving its objections, to the extent this request is seeking an  
23 admission that Defendant had a policy of requiring all non-exempt employees during the four  
24 year period identified to obtain permission before taking a meal period: Deny.

25 **REQUEST FOR ADMISSION NO. 17:**

26 Admit that from December 3, 2004 to December 2, 2008, YOU required CLASS  
27 MEMBERS to get permission from authorized supervisors to leave the premises of Trump  
28 National Golf Club during their meal periods.

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 17:**

2 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
3 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
4 “meal periods” is vague and ambiguous and calls for a legal conclusion. Defendant further  
5 objects on the grounds that “Trump National Golf Club” is vague, ambiguous, and overbroad.  
6 Defendant also objects on the grounds that due to the overbroad definition of CLASS  
7 MEMBERS, it is impossible to respond to this request because each supervisor for each  
8 department was responsible for deciding whether to require CLASS MEMBERS to obtain  
9 authorization before leaving the premises of Trump National Golf Club Los Angeles. Defendant  
10 also objects on the grounds that this request is vague and ambiguous in its entirety.

11 Subject to and without waiving its objections, to the extent this request seeks an  
12 admission that during the four year period identified, Defendant had a policy of requiring all  
13 non-exempt employees to get permission before leaving the premises of Defendant for a meal  
14 period: Deny.

15 **REQUEST FOR ADMISSION NO. 18:**

16 Admit that before April 20, 2009, you did not require CLASS MEMBERS to clock out  
17 when taking a meal break on the premises.

18 **RESPONSE TO REQUEST FOR ADMISSION NO. 18:**

19 Defendant objects to this request on the grounds that CLASS MEMBERS as defined is  
20 vague, ambiguous, and overbroad. Defendant further objects on the grounds that the phrase  
21 “meal periods” is vague and ambiguous and calls for a legal conclusion. Defendant also objects  
22 on the grounds that “on the premises” is vague and ambiguous.

23 Subject to and without waiving its objections, Defendant responds: Admit.

24 **REQUEST FOR ADMISSION NO. 19:**

25 Admit that before January 9, 2009, YOU never issued a memo to YOUR non-exempt  
26 employees about taking rest breaks.



1 **RESPONSE TO REQUEST FOR ADMISSION NO. 19:**

2 Defendant objects to this request on the grounds that the phrase "rest breaks" is vague  
3 and ambiguous and calls for a legal conclusion. Defendant further objects on the grounds that it  
4 is overbroad to the extent it calls for a responses as to all non-exempt employees and is unlimited  
5 as to time. Defendant also objects on the grounds that it is overbroad and vague and ambiguous  
6 with respect to the phrase "about taking rest breaks." Defendant also objects on the grounds that  
7 the phrase "issued a memo" is vague and ambiguous.

8 Subject to and without waiving its objections, Defendant responds: Deny.

9 **REQUEST FOR ADMISSION NO. 20:**

10 Admit that before January 9, 2009, YOU never issued a memo to YOUR non-exempt  
11 employees about taking meal breaks.

12 **RESPONSE TO REQUEST FOR ADMISSION NO. 20:**

13 Defendant objects to this request on the grounds that the phrase "meal breaks" is vague  
14 and ambiguous and calls for a legal conclusion. Defendant further objects on the grounds that it  
15 is overbroad to the extent it calls for a responses as to all non-exempt employees and is unlimited  
16 as to time. Defendant also objects on the grounds that it is overbroad and vague and ambiguous  
17 with respect to the phrase "about taking meal breaks." Defendant also objects on the grounds  
18 that the phrase "issued a memo" is vague and ambiguous.

19 Subject to and without waiving its objections, Defendant responds: Deny.

20  
21 DATED: July 12, 2012

22  
23  
24 By Jill A. Martin  
25 Jill A. Martin  
26 Attorney for Defendant  
27 VH PROPERTY CORP.  
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am a resident of the State of California, over the age of 18 years, and not a party to the  
4 within action. My business address is One Ocean Trails Drive, Rancho Palos Verdes, CA 90275.

5 On July 13, 2012, I served the following described as **DEFENDANT VH PROPERTY**  
6 **CORP'S RESPONSES TO PLAINTIFF'S REQUESTS FOR ADMISSION, SET ONE** on  
the interested parties in this action:

7  by placing the true copies thereof enclosed in sealed envelopes, addressed as stated on the  
following mailing list:

8 Jeffrey W. Cowan, Esq.  
9 The Cowan Law Firm  
10 1541 Ocean Avenue, Suite 200  
Santa Monica, CA 90401

11 Anthony J. Orshansky, Esq.  
12 Orshansky & Yeremian LLP  
16133 Ventura Blvd., Suite 1245  
Encino, CA 91436

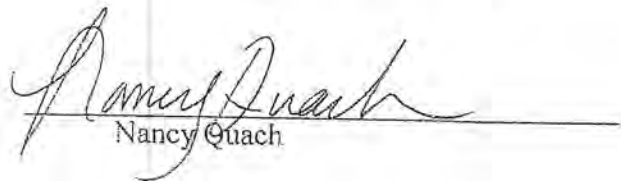
13  (VIA U.S. MAIL)

14  I deposited such envelope in the mail at Los Angeles, California. The envelope was  
15 mailed with postage fully prepaid.

16 [xx] As follows: I am "readily familiar" with Trump National Golf Club's practice of  
17 collection and processing correspondence for mailing. Under that practice it would be  
deposited with U.S. postal service on the same day with postage thereon fully prepaid at  
18 Rancho Palos Verdes, California in the ordinary course of business. I am aware that on  
motion of the party served, service is presumed invalid if postal cancellation date or  
postage meter date is more than one day after day of deposit for mailing in affidavit.

19 Executed July 13, 2012 at Rancho Palos Verdes, California.

20  (STATE) I declare under penalty under the laws of the State of California that the above  
21 is true and correct.

22   
23 Nancy Quach  
24  
25  
26  
27  
28



# **Exhibit K**

1 GLENN L. BRIGGS (SB#174497)  
gbriggs@hbwillp.com  
2 HODEL BRIGGS WINTER LLP  
8105 Irvine Center Drive, Suite 1400  
3 Irvine, CA 92618  
T: 949.450.8040  
4 F: 949.450.8033

5 JILL A. MARTIN (SB#245626)  
c/o Trump National Golf Club Los Angeles  
6 One Ocean Trails Drive  
Rancho Palos Verdes, CA 90275  
7 T: 310.303.3225  
F: 310.256.5522  
8

9 Attorneys for Defendant  
VH PROPERTY CORP., dba TRUMP NATIONAL  
10 GOLF CLUB

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES**

13  
14 LUCY MESSERSCHMIDT, on behalf of herself  
and others similarly situated, )

15 Plaintiffs, )

16 v. )

17 VH PROPERTY CORPORATION, doing  
18 business as TRUMP NATIONAL GOLF CLUB,  
and DOES 1 to 100, )

19 Defendants. )  
20 )  
21 )

Case No. BC403087

ASSIGNED FOR ALL PURPOSES TO  
HON. MARK V. MOONEY, DEPT. 68

**DEFENDANT VH PROPERTY  
CORP.'S RESPONSES TO  
PLAINTIFF'S FORM  
INTERROGATORIES - GENERAL,  
SET ONE**

Trial Date: None Set

Complaint Filed: December 2, 2008

22  
23 PROPOUNDING PARTY: Plaintiff, LUCY MESSERSCHMIDT

24 RESPONDING PARTY: Defendant, VH PROPERTY CORP

25 SET NUMBER: ONE

26 Pursuant to California Code of Civil Procedure section 2030.210 *et seq.*, Defendant VH  
27 Property Corp. ("Defendant"), for itself and no other party, hereby responds to Plaintiff Lucy  
28

1 Messerschmidt's ("Plaintiff") Form Interrogatories - General, Set One ("Form Interrogatories")  
2 as follows:

3 **PRELIMINARY STATEMENT**

4 These responses are made solely for purposes of this action. Each response is subject to  
5 all objections as to competence, relevance, materiality, propriety and admissibility, and any and  
6 all other objections and grounds which would require the exclusion of any statements contained  
7 herein, if such statements were made by a witness present and testifying in court, all of which  
8 objections and grounds are expressly reserved and may be interposed at the time of trial.

9 The information contained in each response is based only upon the information currently  
10 available to Defendant. Defendant's investigation and discovery in preparation for trial is  
11 continuing and will continue to and throughout the trial of this action. Additional investigation  
12 may disclose further information relevant to these responses, as could information obtained by  
13 Defendant from Plaintiff or third parties through additional discovery procedures. Defendant's  
14 responses to these Form Interrogatories are made without prejudice to its rights to introduce any  
15 and all documents and other evidence of any kind in the proceedings in this action. Defendant  
16 responds to these Form Interrogatories as it understands them and reserves the right to provide  
17 different responses if Plaintiff later provides a different interpretation. Defendant is not making  
18 any incidental or implied admissions. The fact that Defendant has answered part or all of any  
19 interrogatory is not intended and shall not be construed to be a waiver by Defendant of all or any  
20 part of any objection to any interrogatory.

21 Discovery in this matter has recently begun and is ongoing. Defendant fully reserves its  
22 right to alter, amend, supplement or otherwise revise these responses if, for any reason, such  
23 revisions or supplements become appropriate or warranted.

24 Defendant conducted a diligent and good faith investigation before answering these Form  
25 Interrogatories.

26 **GENERAL OBJECTIONS**

27 Defendant interposes the following general objections to Plaintiff's Form Interrogatories.  
28 These objections are made to the Form Interrogatories in general, to each and all of the

1 individual interrogatories, and are incorporated into each of the specific responses which are set  
2 forth below.

3 1. Defendant objects to the Form Interrogatories to the extent that they seek  
4 information that is protected from disclosure by the attorney-client or work product privileges  
5 and refuses to produce voluntarily any privileged or protected information.

6 2. Defendant objects to the Form Interrogatories to the extent that they purport to  
7 require Defendant to disclose information that is not within Defendant's possession, custody or  
8 control.

9 3. Defendant objects to the Form Interrogatories to the extent that they seek  
10 information in Plaintiff's possession or information to which Plaintiff has substantially similar  
11 access to obtain.

12 4. Defendant objects to the Form Interrogatories to the extent that they seek  
13 information protected by the rights of privacy afforded under both the California and United  
14 States Constitutions, including the names, addresses, and other contact information of  
15 Defendant's current and former employees.

16 5. Any inadvertent disclosure of information protected as privileged or subject to  
17 Defendant's objections is not intended as a waiver of that privilege, objection or information.

18 6. Defendant objects to the Form Interrogatories to the extent that they violate Code  
19 of Civil Procedure section 2030.060(d) in that the interrogatories are not full and complete in and  
20 of themselves.

21 7. Defendant objects to the Form Interrogatories to the extent that they are  
22 premature. Defendant has not completed its investigation of the facts relating to this case, and  
23 discovery in this matter is ongoing. The following responses are based upon information  
24 presently available to Defendant and are made without prejudice to Defendant's right to utilize  
25 subsequently discovered facts.

26 8. Defendant objects to the Form Interrogatories and to each individual interrogatory  
27 to the extent that they request the disclosure of trade secret, confidential, competitively sensitive  
28 proprietary information, or other information protected from disclosure.





1 **RESPONSE TO INTERROGATORY NO. 4.1:**

2 Defendant objects to this interrogatory on the grounds that it is duplicative of Form  
3 Interrogatory – Employment Law No. 214.1 to which Defendant has previously responded.  
4 Defendant further objects to this interrogatory to the extent that it seeks information in violation  
5 of the right to privacy recognized by the California and federal constitutions and surrounding  
6 case law. Defendant also objects to this Form Interrogatory in that it violates the collateral  
7 source rule. Defendant also objects to this interrogatory on the ground that it is inapplicable to  
8 the facts and circumstances of this action, as it erroneously assumes that certain “INCIDENTS”  
9 alleged in the Complaint occurred when they either did not occur as alleged or did not occur at  
10 all. Defendant further objects on the grounds that the interrogatory seeks information which is  
11 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

12 Subject to and without waiving its objections, Defendant responds: See Defendant’s  
13 response to Form Interrogatory Employment Law No. 214.1.

14 **INTERROGATORY NO. 17.1:**

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

- 17 (a) state the number of the request;
- 18 (b) state all facts upon which you base your response;
- 19 (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who  
20 have knowledge of those facts; and
- 21 (d) identify all **DOCUMENTS** and other tangible things that support your response  
22 and state the name, **ADDRESS**, and telephone number of the **PERSON** who has  
23 each **DOCUMENT** or thing.

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

25 Defendant objects to this interrogatory on the ground that it is vague and ambiguous with  
26 respect to the phrase “facts upon which you base your response.” Defendant further objects to  
27 this interrogatory on the ground that it seeks information which violates the rights to privacy and  
28 confidentiality of third parties. Defendant further objects to this interrogatory on the ground that



1 it is overbroad and unduly burdensome to the extent it seeks the identity of "all" persons or  
2 documents that support the denial of a particular request for admission, and to the extent the  
3 interrogatory requests that Defendant offer "facts" to support the non-existence of the admissions  
4 requested by Plaintiff and denied by Defendant; one cannot offer facts to support circumstances  
5 which never existed. Defendant further objects to this request to the extent that it calls for  
6 information protected by the attorney-client privilege, the attorney-work-product doctrine, and/or  
7 other applicable privileges.

8 Subject to and without waiving of the foregoing general and specific objections,  
9 Defendant responds as follows:

10 (a) Defendant did not respond to the following Requests for Admissions with an  
11 unqualified admission: Nos. 1, 3- 17, 19-20.

12 (b) Requests for Admission nos. 1, 3 -15: See Defendant's objections to these requests  
13 for the explanation of why an unqualified admission was not made.

14 Request for Admission no. 16. Defendant denied this request because it did not have a  
15 policy of requiring all non-exempt employees during the four years in question to obtain  
16 permission before before taking a meal break.

17 Request for Admission no. 17: Defendant denied this request because it did not have a  
18 policy of requiring all non-exempt employees during the four years in question to get permission  
19 before leaving the premises of Defendant for a meal period.

20 Request for Admission nos. 19, 20. Defendant denied this request because prior to  
21 January 9, 2009, memoranda was issued by various supervisors of Defendant in which meal  
22 and/or rest breaks were mentioned.

23 (c) Due to the temporal and geographic scope of this interrogatory, it is virtually  
24 impossible for it to identify all persons who may have knowledge of the above facts. Defendant  
25 therefore specifically reserves the right to call any competent witness in any adjudicatory or  
26 discovery proceeding pertaining to this action. Defendant also objects on the ground that this  
27 request seeks discovery of information which violates the privacy of third parties. Nonetheiss,  
28

1 such persons include: Mike van der Goes, David Conforti, Lili Amini. These individuals can be  
2 contacted through counsel for Defendant.

3 (d) Defendant refers Plaintiff to the documents it has previously produced.  
4

5 DATED: July 12, 2012  
6

7 By Jill A. Martin  
8 Jill A. Martin  
9 Attorney for Defendant  
10 VH PROPERTY CORP.  
11  
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VERIFICATION

STATE OF CALIFORNIA            )  
  )    ss  
COUNTY OF LOS ANGELES        )

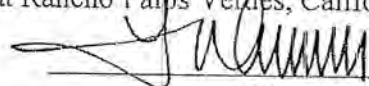
I, Lili Amini, declare as follows:

I have read **DEFENDANT VH PROPERTY CORP.'S RESPONSES TO PLAINTIFF'S FORM INTERROGATORIES – GENERAL, SET ONE.**

I am the General Manager of Trump National Golf Club Los Angeles, a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

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

Executed on July 12, 2012, at Rancho Palms Verdes, California.

  
\_\_\_\_\_  
Lili Amini

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am a resident of the State of California, over the age of 18 years, and not a party to the  
4 within action. My business address is One Ocean Trails Drive, Rancho Palos Verdes, CA 90275.

5 On July 13, 2012, I served the following described as **DEFENDANT VH PROPERTY**  
6 **CORP'S RESPONSES TO PLAINTIFF'S FORM INTERROGATORIES - GENERAL,**  
7 **SET ONE** on the interested parties in this action:

8  [XX] by placing the true copies thereof enclosed in sealed envelopes, addressed as stated on the  
9 following mailing list:

10 Jeffrey W. Cowan, Esq.  
11 The Cowan Law Firm  
12 1541 Ocean Avenue, Suite 200  
13 Santa Monica, CA 90401

14 Anthony J. Orshansky, Esq.  
15 Orshansky & Yeremian LLP  
16 16133 Ventura Blvd., Suite 1245  
17 Encino, CA 91436

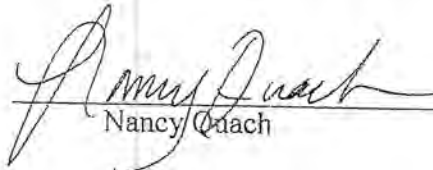
18  [XX] (VIA U.S. MAIL)

19 [ ] I deposited such envelope in the mail at Los Angeles, California. The envelope was  
20 mailed with postage fully prepaid.

21 [xx] As follows: I am "readily familiar" with Trump National Golf Club's practice of  
22 collection and processing correspondence for mailing. Under that practice it would be  
23 deposited with U.S. postal service on the same day with postage thereon fully prepaid at  
24 Rancho Palos Verdes, California in the ordinary course of business. I am aware that on  
25 motion of the party served, service is presumed invalid if postal cancellation date or  
26 postage meter date is more than one day after day of deposit for mailing in affidavit.

27 Executed July 13, 2012 at Rancho Palos Verdes, California.

28  [XX] (STATE) I declare under penalty under the laws of the State of California that the above  
is true and correct.

29   
Nancy Quach

# **Exhibit L**

## The Cowan Law Firm

1541 Ocean Avenue, Suite 200  
Santa Monica, CA 90401-1204  
Telephone: (310) 394-1420  
Facsimile: (310) 394-1430  
www.cowan-law.com

October 17, 2011

Jeffrey W. Cowan  
Email: jeffrey@cowan-law.com

**Via Fax to (949) 450-8033 & E-Mail to gbriggs@hbwillp.com**

Glenn L. Briggs, Esq.  
Hodel Briggs Winter LLP  
8105 Irvine Center Drive  
Suite 1400  
Irvine, CA 92618

**Via Fax to (310) 265-5522 & Email to jmartin@trumpnational.com**

Jill A. Martin, Esq.  
Trump National Golf Club  
One Ocean Trails Drive  
Rancho Palos Verdes, CA 90275

Re: *Lucy Messerschmidt v. VH Property Corp.*, LASC Case No. BC 403 087

Dear Counsel:

In the last two weeks, we have spoken several times with a putative class member employed at the Trump National Golf Club whose contact information you gave us via our *Bel Aire* agreement.

The employee told me (and my staff) that he had been denied breaks. Nevertheless, he said he would not give us a declaration because his managers at Trump told him (and his co-workers) that they were not allowed to talk to anyone about this lawsuit and that employees would get in "trouble" if they did so. The employee said that he will not risk his job.

You can imagine our concern.

Please advise by October 21, 2011 if you will cause the club by October 27 to disseminate a written memo to all of its current employees telling them *in English and Spanish* that (1) they will suffer no retaliation of any kind for talking to plaintiffs' lawyers about the facts at issue in this lawsuit and (2) they should bring to the club's general manager Ms. Amini (or the highest ranking manager who is fluent in Spanish) *any* concerns about retaliation. In addition, we ask



Glenn L. Briggs, Esq.  
Jill A. Martin, Esq.  
October 17, 2011  
Page 2

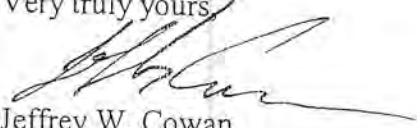
that you provide us with the names of the other 50% of the club's employees that we have not received so that we can better find witnesses/class members who have not been tampered with.

We have a December 1, 2011 deadline to move for class certification. We need to finish interviewing witnesses and getting their sworn statements.

If we do not have this issue resolved by October 21, we will seek from the Court *inter alia* such a remedy and/or an evidentiary/issue sanction regarding class certification.

We are generally available to discuss this issue on the phone or in person (perhaps before or after Lili Amini's deposition on October 19?) and look forward to hearing from you.

Very truly yours,

  
Jeffrey W. Cowan

cc: Anthony Orshansky, Esq.  
David Yeremian, Esq.  
Lucy Messerschmidt

HP LaserJet M2727nf MFP

# Fax Confirmation Report

COWAN LAW FIRM  
3183941430  
Oct-17-2011 3:03PM

Job	Date	Time	Type	Identification	Duration	Pages	Result
20	10/17/2011	3:02:55PM	Send	13102655522	0:40	2	OK

**The Cowan Law Firm**  
1541 Ocean Avenue, Suite 200  
Santa Monica, CA 90401-1204  
Telephone: (310) 394-1420  
Facsimile: (310) 394-1430  
www.cowan-law.com

October 17, 2011

Jeffrey W. Cowan  
Email: jrc@cowan-law.com

Via Fax to (949) 450-8033 & E-Mail to gbriggs@hbwilp.com  
Glenn L. Briggs, Esq.  
Hodel Briggs Winter LLP  
8105 Irvine Center Drive  
Suite 1400  
Irvine, CA 92618

Via Fax to (310) 265-5522 & Email to imartin@trumpnational.com  
Jill A. Martin, Esq.  
Trump National Golf Club  
One Ocean Trails Drive  
Rancho Palos Verdes, CA 90275

Re: *Lucy Messerschmidt v. VH Property Corp.*, LASC Case No. BC 403 087

Dear Counsel:

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The employee told me (and my staff) that he had been denied breaks. Nevertheless, he said he would not give us a declaration because his managers at Trump told him (and his co-workers) that they were not allowed to talk to anyone about this lawsuit and that employees would get in "trouble" if they did so. The employee said that he will not risk his job.

You can imagine our concern.

Please advise by October 21, 2011 if you will cause the club by October 27 to disseminate a written memo to all of its current employees telling them in *English and Spanish* that (1) they will suffer no retaliation of any kind for talking to plaintiffs' lawyers about the facts at issue in this lawsuit and (2) they should bring to the club's general manager Ms. Amini (or the highest ranking manager who is fluent in Spanish) any concerns about retaliation. In addition, we ask

HP LaserJet M2727nf MFP

# Fax Confirmation Report

COWAN LAW FIRM  
3183941430  
Oct-17-2011 3:01PM

Job	Date	Time	Type	Identification	Duration	Pages	Result
19	10/17/2011	3:00-55PM	Send	19494508033	0:33	2	OK

**The Cowan Law Firm**

1541 Ocean Avenue, Suite 200  
Santa Monica, CA 90401-1204  
Telephone: (310) 394-1420  
Facsimile: (310) 394-1430  
[www.cowan-law.com](http://www.cowan-law.com)

October 17, 2011

Jeffrey W. Cowan  
Email: [jfcowan@cowan-law.com](mailto:jfcowan@cowan-law.com)

Via Fax to (949) 450-8033 & E-Mail to [gbriggs@hhwllp.com](mailto:gbriggs@hhwllp.com)

Glenn L. Briggs, Esq.  
Hodel Briggs Winter LLP  
8105 Irvine Center Drive  
Suite 1400  
Irvine, CA 92618

Via Fax to (310) 265-5522 & Email to [jmartin@trumpnational.com](mailto:jmartin@trumpnational.com)

Jill A. Martin, Esq.  
Trump National Golf Club  
One Ocean Trails Drive  
Rancho Palos Verdes, CA 90275

Re: *Lucy Messerschmidt v. VH Property Corp.*, LASC Case No. BC 403 087

Dear Counsel:

In the last two weeks, we have spoken several times with a putative class member employed at the Trump National Golf Club whose contact information you gave us via our *Bel Aire* agreement.

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You can imagine our concern.

Please advise by October 21, 2011 if you will cause the club by October 27 to disseminate a written memo to all of its current employees telling them in *English and Spanish* that (1) they will suffer no retaliation of any kind for talking to plaintiffs' lawyers about the facts at issue in this lawsuit and (2) they should bring to the club's general manager Ms. Amini (or the highest ranking manager who is fluent in Spanish) any concerns about retaliation. In addition, we ask

# **Exhibit M**



*Trump National Golf Club*

October 21, 2011

Via Facsimile and U.S. Mail

Jeffrey W. Cowan, Esq.  
The Cowan Law Firm  
1541 Ocean Avenue, Suite 200  
Santa Monica, CA 90401

Re: Messerschmidt v. VH Property Corp. dba Trump National Golf Club  
Los Angeles County Superior Court. Case No. BC403087

Dear Mr. Cowan:

This letter is in response to your letter dated October 17, 2011. In your letter you allege that an **unidentified** putative class member who you have allegedly spoken with has refused to sign a declaration because allegedly his **unidentified** "managers" told him and his co-workers that "they were not allowed to talk to anyone about this lawsuit and that employees would get in 'trouble' if they did so." Because of this alleged communication, you demand that we send a "curative" memorandum to all current employees and that we produce the names of all putative class members not previously produced.

We will not agree to your baseless demands. Defendant's management staff was previously instructed that they were not allowed to discuss or comment upon the pending lawsuit in any fashion and that if an employee inquired about the case to respond that they were not at liberty to discuss it. In response to your letter, I personally inquired with all current managers of putative class members who all confirmed that they never made the alleged statement. Accordingly, we are confident that Defendant has not engaged in any improper communications with putative class members.

Perhaps you should consider the possibility that the employee you spoke with simply does not want to provide you with a declaration. Class members have admitted to us various excuses they have given you or your staff for not wanting to talk to you or provide declarations. For example, we are aware of one individual who pretended to be someone else in an attempt to avoid your persistent telephone calls. Another individual informed us of your attempts to have him sign a false declaration, subsequent to which he simply cut off communications.

While we are confident that Defendant has in no way engaged in inappropriate conduct, if you still believe the employee you spoke with is telling the truth (as opposed to trying to come up with an excuse to get you to leave him alone), then we ask that you provide us with the names of the managers who allegedly made such statements and the name of the employee so that we can further look into the matter. If we find any substantiation to your claims, we will then be more than happy to work to remedy the situation.

Very truly yours,



Jill A. Martin

cc: Glenn L. Briggs  
Anthony Orshansky





*Trump National Golf Club*

LOS ANGELES

---

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**FACSIMILE TRANSMITTAL SHEET**

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**TO:** Jeffrey Cowan, Esq.

**FROM:** Nancy Quach

Executive Assistant to Jill A. Martin

**COMPANY:**

The Cowan Law Firm

**DATE:**

10/21/11

**FAX NUMBER:**

(310) 394-1430

**TOTAL NO. OF PAGES:** 3

**PHONE NUMBER:**

(310) 394-1420

**PHONE NUMBER**

(310) 303-3225

**RE:**

VH Property Corp. Cases

**FAX NUMBER**

(310) 265-5522

---

---

URGENT    FOR REVIEW    PLEASE COMMENT    PLEASE REPLY

---

---

## The Cowan Law Firm

1541 Ocean Avenue, Suite 200  
Santa Monica, CA 90401-1204  
Telephone: (310) 394-1420  
Facsimile: (310) 394-1430  
www.cowan-law.com

November 18, 2011

Jeffrey W. Cowan  
Email: jeffrey@cowan-law.com

### Via Fax to (949) 450-8033 & U.S. Mail

Glenn L. Briggs, Esq.  
Hodel Briggs Winter LLP  
8105 Irvine Center Drive, Suite 1400  
Irvine, CA 92618

### Via Fax to (310) 265-5522 & Email to [jmartin@trumpnational.com](mailto:jmartin@trumpnational.com)

Jill A. Martin, Esq.  
Trump National Golf Club  
One Ocean Trails Drive  
Rancho Palos Verdes, CA 90275

Re: *Lucy Messerschmidt v. VH Property Corp.*, LASC Case No. BC 403 087

Dear Counsel:

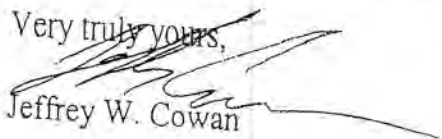
I write to address Jill Martin's October 21, 2011 letter, which responded to my October 17 letter about class members still employed at Trump being intimidated by their managers.

Ms. Martin's letter fails to address at least three key points. First, the complaint from a current Trump National Golf Club employee about retaliation if he talks to us about this lawsuit was first communicated to my law clerk – not to me. Hence, your latest accusation about how I interview witnesses lacks merit and warrants little discussion.

Second, your client would suffer no meaningful burden in disseminating the requested memos (in English and Spanish) telling employees that they are free to talk to putative class counsel and should report any concerns about retaliation to the club's general manager. Third, the club's managers have a motive to lie about what they told their subordinates – unlike current employees who stand to benefit from the prosecution of this lawsuit but decline to talk to us.

Because the parties have agreed to mediate this dispute on December 9, we will defer it for now. But if mediation fails to settle the class claims, we will file papers asking the Court to order that the requested memos be issued. If you want to reconsider or discuss this issue, let me know.

Very truly yours,

  
Jeffrey W. Cowan

cc: Anthony Orshansky, Esq.

\*\*\*\*\*  
\*\*\* Send Results \*\*\*  
\*\*\*\*\*

Sending is complete.

Job No.	0022
Address	19494508033
Name	
Start Time	11/18 12:10 PM
Call Length	00'18
Sheets	1
Result	OK

**The Cowan Law Firm**  
 1541 Ocean Avenue, Suite 200  
 Santa Monica, CA 90401-1204  
 Telephone: (310) 394-1420  
 Facsimile: (310) 394-1430  
 www.cowan-law.com

November 18, 2011

Jeffrey W. Cowan  
Email: jeffrey@cowan-law.com

Via Fax to (949) 450-8033 & U.S. Mail  
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 Hodel Briggs Winter LLP  
 8105 Irvine Center Drive, Suite 1400  
 Irvine, CA 92618

Via Fax to (310) 265-5522 & Email to imartin@trumpnational.com  
 Jill A. Martin, Esq.  
 Trump National Golf Club  
 One Ocean Trails Drive  
 Rancho Palos Verdes, CA 90275

Re: *Lucy Messerschmidt v. VH Property Corp.*, LASC Case No. BC 403 087

Dear Counsel:

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Ms. Martin's letter fails to address at least three key points. First, the complaint from a current Trump National Golf Club employee about retaliation if he talks to us about this lawsuit was first communicated to my law clerk - not to me. Hence, your latest accusation about how I interview witnesses lacks merit and warrants little discussion.

Second, your client would suffer no material harm if I

\*\*\*\*\*  
\*\*\* Send Results \*\*\*  
\*\*\*\*\*

Sending is complete.

Job No. 0023  
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Name  
Start Time 11/18 12:12 PM  
Call Length 00'20  
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**The Cowan Law Firm**

1541 Ocean Avenue, Suite 200  
Santa Monica, CA 90401-1204  
Telephone: (310) 394-1420  
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November 18, 2011

Jeffrey W. Cowan  
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Via Fax to (310) 265-5522 & Email to imartin@trumpnational.com

Jill A. Martin, Esq.  
Trump National Golf Club  
One Ocean Trails Drive  
Rancho Palos Verdes, CA 90275

Re: *Lucy Messerschmidt v. VH Property Corp.*, LASC Case No. BC 403 087

Dear Counsel:

I write to address Jill Martin's October 21, 2011 letter, which responded to my October 17 letter about class members still employed at Trump being intimidated by their managers.

Ms. Martin's letter fails to address at least three key points. First, the complaint from a current Trump National Golf Club employee about retaliation if he talks to us about this lawsuit was first communicated to my law clerk - not to me. Hence, your latest accusation about how I interview witnesses lacks merit and warrants little discussion.

Second, your client would suffer no meaningful burden in discussing this lawsuit with me.

# **Exhibit N**

## THE STATE BAR OF CALIFORNIA

Sunday, July 15, 2012

## ATTORNEY SEARCH

Enter Attorney Name or Bar  
Number

diamond

Quick Search

 Include similarly sounding namesFor more search options, including the ability to search for certified specialists, try [Advanced Search](#).Your search for *diamond* returned 89 results.

Search: \_\_\_\_\_

Name	Status	Number	City	Admission Date
Diamond Jr, James Thomas	Active	131525	Oakland	December 1987
Diamond, Aja N	Active	262588	Atlanta	March 2009
Diamond, Alan	Active	60967	Los Angeles	December 1974
Diamond, Andrew W	Deceased	56880	Canoga Park	December 1973
Diamond, Ann Landy	Deceased	18584	Ross	December 1945
Diamond, Barbara Reingold	Not Eligible	100577	Los Angeles	December 1981
Diamond, Charles Peter	Active	56881	Los Angeles	December 1973
Diamond, Cindy Ann	Active	124995	San Francisco	December 1986
Diamond, Craig Alan	Active	89361	Cedar Ridge	November 1979
Diamond, Daniel Cary	Active	235605	San Diego	February 2005
Diamond, David Alan	Active	116339	Napa	December 1984
Diamond, David Douglas	Active	210258	Los Angeles	December 2000
Diamond, David Frederick	Active	41311	Newport Beach	January 1968
Diamond, Deborah Rose	Inactive	171309	Los Angeles	June 1994
Diamond, Donald	Inactive	34154	San Rafael	April 1963
Diamond, Donna Gail	Active	125469	Phoenix	December 1986
Diamond, Eric James	Inactive	129355	Los Angeles	July 1987
Diamond, Eric John	Active	273439	Northridge	December 2010
Diamond, Felice Renee	Inactive	149577	San Diego	December 1990
Diamond, Gary Michael	Resigned	155028	Rocklin	December 1991
Diamond, Gary Stuart	Active	84547	Oxnard	December 1978
Diamond, Gregory Avergon	Active	256598	Brea	June 2008



# THE STATE BAR OF CALIFORNIA

Sunday, July 15, 2012

## ATTORNEY SEARCH

Enter Attorney Name or Bar Number

Include similarly sounding names

For more search options, including the ability to search for certified specialists, try [Advanced Search](#).

Your search for *greenblatt* returned 9 results.

Search:

Name	Status	Number	City	Admission Date
Greenblatt, Fredric Jay	Active	92672	Woodland Hills	May 1980
Greenblatt, Gershon Daniel	Inactive	61340	Cherry Hill	December 1974
Greenblatt, Hank Gregory	Active	143415	Sacramento	December 1989
Greenblatt, Jacquelyn Appel	Inactive	80117	San Francisco	June 1978
Greenblatt, Larry M	Deceased	33427	Oxnard	January 1963
Greenblatt, Marilyn Diane	Inactive	129836	Boynton Beach	December 1987
Greenblatt, Nathan A	Active	262279	Redwood Shores	February 2009
Greenblatt, Russell Edward	Not Eligible	109219	Chicago	November 1983
Greenblatt, Stanley Alan	Inactive	80118	San Francisco	June 1978

Displaying 1 to 9 of 9 entries

[First](#) [Previous](#) [1](#) [Next](#) [Last](#)

# THE STATE BAR OF CALIFORNIA

Sunday, July 15, 2012

## ATTORNEY SEARCH

Enter Attorney Name or Bar Number

Include similarly sounding names

For more search options, including the ability to search for certified specialists, try [Advanced Search](#).

Your search for *boccio* returned 1 results.

Search:

Name	Status	Number	City	Admission Date
Boccio, Rosemary	Inactive	154663	Piedmont	December 1991

Displaying 1 to 1 of 1 entries

[First](#) [Previous](#) 1 [Next](#) [Last](#)

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© 2012 The State Bar of California

# **Exhibit 1**

*VH Property Corp  
One Ocean Trails Drive  
Rancho Palos Verdes, CA 90275  
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# **Employee Manual**

March 2003

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CONFIDENTIAL

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## INTRODUCTION

VH Property Corp ("the Club") seeks to provide the quality of work which will develop the potential of each employee as well as the Club as a whole. In this regard, this employee handbook is designed to acquaint each employee with the administrative and personnel practices of the Club. These guidelines provide a framework for the fair and equitable treatment of all employees regardless of location, department, manager or supervisor. Each employee should be familiar with the responsibilities and opportunities available to make work as rewarding as possible.

The handbook should be read carefully and clearly understood. Each department head, manager or supervisor will be able to answer, or obtain an answer, to any questions involving interpretation or clarification of these policies and procedures. Each employee is expected to apply these general policy and procedure guidelines conscientiously in a constructive and supportive manner.

The policies in this manual are only guidelines and the Club reserves the right to add to, subtract from, or change these provisions in any way, at any time, without being bound to the previously replaced or revised provisions. This handbook is not to be construed as an employment agreement or employment contract and the Club is under no obligation to provide the benefits set forth in this manual if it determines, at a subsequent time, that these benefits are to be reduced or terminated.

CONFIDENTIAL

DLM 00048

CONFIDENTIAL

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Club to provide and promote equal opportunity for all prospective and present employees. To this end, we commit ourselves to complying fully with the spirit, as well as the letter, of all applicable federal, state and local laws and regulations implementing the national and state objective of equal employment opportunity for all persons. The employment policies and personnel practices of the Club are intended to ensure that all employees are treated equally and that recruiting, hiring and advancement are accomplished without regard to race, color, religion, gender, sexual orientation, national origin, ancestry, age, disability, marital status, veteran status or other prohibited factors; that decisions on employment are made so as to further the principle of equal employment opportunity and that they involve only job-related requirements for advancement opportunities; and that all personnel actions involving a condition or privilege of employment are administered without regard to race, color, religion, gender, sexual orientation, national origin, ancestry, age, disability, marital status, veteran status or other prohibited factors.

The attitudes and actions of our employees are an important ingredient in the Club's equal opportunity effort. Your full cooperation in upholding this non-discriminatory policy is necessary not only to fulfill our legal responsibilities but also to ensure the future growth and continued success of the Club.

IMMIGRATION COMPLIANCE

In accordance with the Immigration Reform and Control Act of 1986, all new employees hired after November 6, 1986 must produce documents specified by the federal government in order to establish their identity and authorization for employment in the United States. Failure on the employee's part to produce the legally required documentation or sign the I-9 form within the legally prescribed three (3) business day period shall result in termination of employment.

AMERICAN WITH DISABILITIES ACT COMPLIANCE POLICY

The Club is committed to the employment of qualified individuals with a disability who, with or without accommodations, can perform the essential functions of the job that the individual holds or wants to hold. Employees with a disability who need reasonable accommodation or believe that they are being discriminated against because of their disability are encouraged to contact Human Resources.

DRUG FREE WORK PLACE POLICY

The Club recognizes that employee drug abuse interferes with the Club's level of service and can result in costs, delays, and tragedies associated with work-related accidents. As a condition to employment or continued employment, you must refrain from reporting to work or working with the presence of drugs or alcohol in your body.

To address the problem of drug/alcohol abuse and to comply with California's Drug-Free Workplace Act (the Act), the Club adopts the policies and procedures detailed below. This policy will be administered in accordance with all relevant laws (state and local), including the



CONFIDENTIAL

ADA, the California Fair Employment and Housing Act, the California Labor Code, the California Workers' Compensation Act, and in a non-discriminatory fashion.

To protect the health, safety, and welfare of all the Club employees, it is the Club's policy that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on any Club property is absolutely prohibited. Controlled substances include, but are not limited to, amphetamines, barbiturates, cocaine, heroin, morphine, PCP, marijuana, hashish, and any other controlled substance listed in Schedules I through V of Section 202 of the Controlled Substance Act, 21 U.S.C. §812, except for medication prescribed by the employee's physician.

Except for defined business related activities, such as wine or other alcohol tasting for educational purposes or to make buying decisions, that are specifically approved by the General Manager or special occasions approved by the General Manager, employees are prohibited from drinking alcohol on Club premises, bringing alcoholic beverages onto the Club premises or removing alcoholic beverages from Club premises. Special care shall be taken during Club-sponsored social events for employees. In these cases, employees and guests below the legal age are not to be allowed to drink alcoholic beverages.

The Club will test for the presence of drugs under the following circumstances: 1) post offer of employment testing, 2) reasonable suspicion testing (including post-accident incidents), and 3) follow-up testing. Such testing will be done in accordance with California law. Refusal to submit to the test or having a confirmed, positive test result will result in immediate discipline, including termination. Any questions about this policy should be referred to Human Resources.

Any violation of the Club's Drug/Alcohol Free Workplace Policy will result in appropriate discipline, up to and including termination.

HARASSMENT

Federal and state law prohibit harassment of an employee on the basis of the employee's protected characteristic. Such harassment is unlawful when:

- Submission to the conduct is made a term or condition of employment;
- Submission to or rejection of the conduct is used as the basis for an employment decision affecting an employee; or
- ~~The conduct has the purpose or effect of unreasonably interfering with an employee's work performance, or creating an intimidating, hostile, or offensive work environment.~~

The Club does not tolerate the harassment of its employees. The term "harassment" includes, but is not limited to, slurs, jokes, threats, remarks and other verbal, graphic or physical conduct relating to an individual's race, color, gender, sexual orientation, marital status, religion, national origin, ancestry, citizenship, age or physical limitations. "Harassment" also includes sexual advances, requests for sexual favors, unwelcome or offensive touching, and other verbal, graphic or physical conduct of a sexual nature. Further, "harassment" also includes showing or displaying objectionable or sexually oriented objects or pictures in the workplace, requesting

sexual submission as a condition of employment opportunities, and retaliatory conduct against an individual for rejection of unwanted sexual advances or filing a complaint of sexual harassment.

**VIOLENTION OF THIS POLICY WILL SUBJECT AN EMPLOYEE TO CORRECTIVE ACTION, UP TO AND INCLUDING IMMEDIATE DISCHARGE.**

If you feel you are being harassed in any way by another employee, guest, vendor or any other person associated with the Club, you should report the harassment to your manager immediately. If you feel another employee is being harassed and is unwilling to report the harassment, you should report the incidents to your manager. All incidents of harassment will be thoroughly investigated and where appropriate, corrective action will be taken. If you do not feel you can discuss the matters with your manager, please contact either Human Resources or a senior level manager with whom you feel comfortable. You will not be penalized in any way for reporting harassment, either to yourself or another person. Do not assume the Club is aware of your problem. Complaints and concerns about harassment cannot be addressed unless they are brought to the attention of management.

**VIOLENCE IN THE WORKPLACE**

The Club strongly believes that all employees should be treated with dignity and respect. Acts of violence will not be tolerated. Any instances of violence must be reported to the employee's manager and Human Resources. All complaints will be fully investigated.

The Club will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including discharge.

**LIFE THREATENING ILLNESS POLICY**

Employees with a life threatening illness or communicable disease will be treated in the same manner as any other employee with an illness or injury. Reasonable accommodation will be made for an employee's condition as long as the accommodation allows the employee to perform his/her essential job requirements without imposing an undue hardship on the Club or without creating a direct threat to the health and safety of others.

Employees who suffer from a terminal illness or communicable disease will be required to disclose their condition to management if their condition creates a direct threat to the health and safety of others in the workplace. A direct threat occurs when there exists a significant risk of ~~communicating or spreading the condition or infectious disease in the workplace.~~ Upon disclosure, the Club will examine its duty of accommodation to keep the affected employee at work and to minimize the transmission risk to an acceptable level. The Club may require a statement from the affected employee's treating physician that he/she can safely perform his/her job requirements. The Club reserves the right to have another physician conduct a medical examination of the employee to determine his/her ability to perform the essential functions of the job without jeopardizing the health or safety of others.

Any employee with a terminal illness or communicable disease is entitled to the confidentiality of his/her medical condition and medical records. The Club will do everything in its power to

maintain the confidentiality of an employee's medical status and only disclose information on a need-to-know basis.

### CARE OF FACILITIES

The Club has made a large investment in equipment and facilities to provide each employee with the necessary resources to accomplish his/her duties.

It is the responsibility of management and each employee to treat equipment and facilities with respect and care. Neatness and cleanliness are required to maintain these resources at a level at which the employee can and will be proud. Abuse of equipment and facilities will not be tolerated and may lead to disciplinary action including discharge.

### INTRODUCTORY PERIOD

The first ninety (90) calendar days of employment are an introductory period for all employees. During this ninety-day period, your manager will be closely observing your overall job performance, including ability to learn, work habits, quality of work, and your attendance. This period will also give you an opportunity to evaluate the job you have accepted and confirm that you have made a good decision to join the Club. If a new employee's performance is found to be unsatisfactory, that employee may be terminated prior to the completion of the introductory period. Additionally, an employee's introductory period may be extended for thirty days (or longer) in cases where improvement to a satisfactory level can reasonably be expected or in positions where the first ninety days do not allow for proper evaluation. While an employee's introductory period will usually involve more intense review and discussion than at later stages of employment, neither the nature of the employment relationship nor any limitation on its duration are affected by successful completion of the introductory employment period.

Employees do not become eligible for any Company benefits, including, if applicable, holiday pay, or group medical, life and long-term disability insurance, until the first of the month following completion of their introductory period and they become regular full-time employees, subject to the other terms and conditions governing such benefits.

Part-time employees and temporary employees are not eligible for Company benefits (except as required by law).

Part-time employees and temporary employees who become full-time employees start a new 90 calendar day introductory period and do not become eligible for any Company benefits until the first of the month following completion of their new introductory period and they become regular full-time employees, subject to the other terms and conditions governing such benefits

### EMPLOYEE CATEGORIES

For the purpose of salary administration, there are two categories of employees at the Club as determined by the Wage and Hour Law's legal definition.

CONFIDENTIAL

DLM 00052

## CONFIDENTIAL

**Non-Exempt/Hourly Employees** – Employees whose wages are paid on an hourly basis and only for hours actually worked. Such employees are entitled to overtime payment in accordance with applicable Federal and State Wage and Hour Laws.

**Exempt Employees** – Employees who are exempt from the overtime payment and other provisions of the Federal and State Wage and Hour Law. For an employee to be considered exempt under applicable laws and regulations, the nature of the duties, work and salary of such individual must meet the specifications set forth in the law and must be in one of the following categories:

- A. Executive (Management and Manager)
- B. Administrative (Technical)
- C. Outside Sales
- D. Professional
- E. Computer design and programming

The Wage and Hour Laws strictly regulate exempt and non-exempt categories. The preference of one category over another is not at the Club's discretion and will not be used as a means of "promoting" an employee. Employees should not request to be categorized as exempt or non-exempt due to preference nor should managers offer to change an employee's category as a status enhancement.

### WORKER CLASSIFICATIONS

Workers may be classified as introductory, regular full-time, regular part-time, or contract personnel as follows:

- A. **Introductory Employee** – An employee in their first ninety days of employment is considered an introductory employee. Under certain circumstances, the introductory period may be extended.
- B. **Regular Full-Time Employee** – An employee who regularly works a minimum of forty (40) hours per week, has completed the introductory period and works year round. Such employees are eligible for a full range of Club benefits.
- C. **Regular Part-Time Employee** – An employee who regularly works less than forty (40) hours per week, has completed the introductory period and works year round. Such employees do not qualify for Company benefits (except as required by law).
- D. **Temporary Employee** – An employee hired for a specified period of time of short duration or hired to complete a particular project or task. ~~Such employees do not qualify for Company benefits (except as required by law).~~
- E. **Contract Personnel** – An individual who works as an independent contractor.

### WORK HOURS, SALARY AND OVERTIME PREMIUMS

#### A. WORK HOURS

The Club operates year round, 7 days a week to serve the diverse needs of our guests. Therefore, to ensure adequate coverage at all times, departments have arranged a variety of schedules for their employees.



B. SALARY

The Club's policy regarding personnel is to offer competitive starting wages and to maintain a fair and equitable wage structure. Wage increases are given when appropriate based upon results of performance evaluations and/or employment status change.

The work week at the Club begins on Monday and ends on Sunday. The scheduled payday is every other Friday.

If there is a discrepancy in your paycheck, advise your department head immediately. Do not call or go to the payroll department. If your department head is not available, contact Human Resources and assistance will be provided.

The Club is unable to make advances on employee paychecks.

C. OVERTIME PREMIUMS

1. Hourly and Non-Exempt

Hourly or non-exempt employees are eligible for overtime premium at one and one-half (1.5) times their base hourly rate under the following conditions:

Overtime work has been specifically authorized by the direct Supervisor in advance or in writing after the fact. More than eight (8) hours are actually worked by that individual in one work day, or more than forty (40) hours are actually worked by that individual in one workweek, not including sick time, vacation, holidays and time off for personal business and other non-work time.

2. Exempt Employee

A salaried exempt employee is not compensated directly for specific overtime hours worked. A salaried employee is paid to accomplish a specific job and his/her salary is based upon the fact that hours in excess of eight (8) per day and/or forty (40) hours per week may be necessary on occasion.

D. BREAK TIMES

Non-exempt employees should take a ten (10) minute break near the middle of each four (4) hour segment of each workday.

E. MEAL PERIODS

Non-exempt employees must take a meal period of not less than one half hour within the first five and one-half hours of their work schedule. Some employees may be scheduled for a normal one (1) hour lunch period. Employees on a daily work schedule of six (6) hours or less may waive their unpaid meal period by mutual written consent with their supervisor.

CONFIDENTIAL

DLM 00054

## GENERAL WORK RULES AND DISCIPLINARY ACTION

### A. GENERAL POLICY ADHERENCE

Policies and procedures are necessary guidelines to provide a basis for fair and equitable treatment of each employee. In addition, these guidelines serve as the basis for a fair relationship between the employee and the Club. It is necessary that these guidelines be applied consistently to each employee regardless of location, department or manager. It is the responsibility of each manager, supervisor and employee to contribute fully toward the achievement of this objective.

### B. DISCIPLINARY ACTIONS

Violations of any of the established policies and procedures may result in disciplinary action including probation or discharge. The nature of the disciplinary action is contingent upon the facts and circumstances of the individual situation.

### C. WORK RULES

The following employee work rules are not all-inclusive but, by way of illustration only, are some of the events which could result in discipline including discharge. Your department head may establish additional rules and regulations he or she feels are necessary for the orderly fulfillment of your department's responsibilities. These also must be followed. Other actions may also result in discipline including discharge. (It should be noted that the Club and each employee recognize that the employment relationship is for an indefinite period and may be terminated by either party at will.) By providing this list, the Club in no way restricts its legal discretion to terminate employment.

- a. Insubordination, refusal or inability to comply with reasonable instructions of supervisors or department heads. If your supervisor requests you to do something with which you disagree, always follow the instructions at the time and then discuss it later at an appropriate time and location. However, this excludes obedience to demands constituting discrimination, sexual harassment or illegal conduct.
- b. ~~Interference or hindrance with shift schedules. Failure to work on a shift as scheduled or arranging your own shift replacement without the supervisor's permission. Absence without prior notice to the employee's direct supervisor ("No Call, No Show").~~
- c. Unauthorized use of Club telephone or property and/or guest facilities.
- d. Entering the Club more than 7 minutes before your shift begins or leaving the Club more than 7 minutes after the end of your shift without the permission of your department head or supervisor. Entering or presence in non-public areas within the Club premises without authorization or just cause.

CONFIDENTIAL

DLM 00055



- e. Not properly safeguarding the keys which have been entrusted to you and any violation of the key control procedures.
- f. Theft (unauthorized removal) or misappropriation (unauthorized storage, transfer, utilization or possession) of Club services (i.e., unauthorized telephone calls, laundry/valet, food and beverage), or guest, co-employee or Club property, including items found on the Club premises. All articles found on Club premises must be turned to your manager.
- g. Altering or falsifying a guest check or credit voucher or forging tips through guest checks.
- h. Refusal or inability to comply with Club rules, policies or procedures.
- i. Poor job performance, including unsatisfactory attitude that detracts from job performance or the efficient operation of the Club.
- j. Violation of the Club's harassment policy.
- k. Failure to report for duty without a bona fide excuse and proper notification to your supervisor.
- l. Failure to comply with established safety and health rules and safe work procedures or engaging in any conduct that creates a safety hazard.
- m. Failure to follow grooming and appearance standards.
- n. Failure to report a workplace accident immediately. If you are injured on the job, you must immediately report this to your supervisor or Human Resources Manager.
- o. Falsely stating claims of injury.
- p. Disorderly conduct on the Club premises, including fighting, horseplay or other action that endangers others or Club property.
- q. Offensive or disruptive behavior, including threatening employees, using abusive or vulgar language, interfering with others in the performance of their duties, or acting in an immoral or indecent manner on Club property, or while off the Club premises in performance of Club duties.
- r. Unauthorized disclosure, discussion, removal or use of Club confidential, information, trade secrets or other proprietary information (including information contained in personnel records).
- s. Deliberate omission or falsification of information on employment application, time sheets, production or other Club records.
- t. Unauthorized distribution of literature, posting of notices or signs on Club, premises, fundraising, selling lottery tickets or merchandise, or soliciting donations or any other type of money raising on Club premises or during working hours, unless specifically authorized by the General Manager.
- u. Solicitation of other employees for any purpose or organization during working hours (of either the solicitor or the employee being solicited).
- v. Refusal to allow security checks and package inspections.
- w. Reading books, magazines, or newspapers while on duty, except where required in the line of duty.
- x. Loitering, loafing or sleeping on duty.
- y. Reporting for duty or working under the influence of intoxicating liquor, marijuana and/or illegal drugs. Bringing, consuming, possessing,

CONFIDENTIAL

DLM 00056

- providing, selling, or otherwise using intoxicating liquors, marijuana and/or illegal drugs on Club premises.
- z. Dishonesty, including but not limited to intentionally not providing full and truthful information when requested by management.
  - aa. Gambling on Club premises.
  - bb. Bringing, discharging, and/or possessing unauthorized firearms or other weapons on Club property or while off Club Property in the performance of Club duties.
  - cc. Giving or taking a bribe or "kickback" of any nature.
  - dd. Committing any crime which the Club believes is detrimental to the Club and/or its other employees.
  - ee. Misappropriation of Club funds or failure to handle funds in accordance with Club guidelines.
  - ff. Irregular attendance including excessive absenteeism, tardiness and/or unexcused absences.
  - gg. Failure to report to work after the expiration of a leave-of-absence.
  - hh. Disloyalty to the Club, including but not limited to, slandering the Club, or acting in such a manner that could damage the Club's reputation.
  - ii. Unauthorized attendance at guest functions and/or in guest areas, or on the premises including golf course, dining rooms, conference rooms, private rooms, ballroom, guest rest rooms or lounges. No unauthorized social contact will be permitted at any time with Club guests.
  - jj. Discourteous or inappropriate conduct with guests.
  - kk. Using guest restrooms or any guest facility except when specifically required by job functions or authorized by management.
  - ll. Gum chewing, tobacco chewing, eating or drinking in any public area of the Club.
  - mm. Soliciting gratuities from guests or commenting on the amount of a gratuity.
  - nn. Smoking, or using smokeless tobacco, in any building or anywhere on the property other than in designated smoking areas.

### CONFLICT OF INTEREST

Employees are expected to work for the best interests of The Club at all times. Each employee has an obligation to avoid any activity, agreement, business investment or interest, or other situation which could be construed as a conflict with the Club's best interests or give the appearance of taking money, merchandise or services from a guest or vendor for personal gain (other than reasonable tips for good service when offered by a guest).

Good judgment will prevent the possibility of a conflict of interest arising. However, if you are considering any activity or transaction which might cause the appearance of a conflict between personal and Club interests, information about that potential conflict must be disclosed in advance to the General Manager.

Contact your supervisor or Human Resources if you have any questions regarding this matter.

## DUAL EMPLOYMENT

The Club full-time employees are expected to make their employment at the Club a priority over any other employment or self-employment. Such employees may not accept other employment or self-employment without specific prior approval of your supervisor.

## EMPLOYMENT OF RELATIVES

Relatives of employees may be hired but are normally prohibited from working in the same department or with any supervisory influence over the other. Certain positions normally may not be held by relatives because of the scope of knowledge and influence involved and the potential for conflicts of interest. A relative is your spouse and anyone related to you or your spouse, such as parent, child, grandparent, grandchild, brother, sister, aunt, uncle, nephew or niece.

## TIME CLOCKS

Time clocks are provided for hourly employees to record the number of hours you work each day. Please check with your Supervisor to determine which clock you are to use. It is mandatory that all hourly employees punch in and out each day that they are working. You are to report to work to your Department on time when scheduled. You should punch in at least three minutes, but no more than seven minutes, before your shift is scheduled to begin. You are to punch out as soon as your shift is done.

Any employee who clocks in or out at any other time, who deliberately falsifies working time or who clocks in or out for another employee is subject to immediate termination. Any supervisor who falsifies working time for an employee is subject to immediate termination.

If you cannot clock in or out or there is an error due to a malfunction of the clock, notify your Supervisor immediately and he/she will make the adjustment.

You must sign your time sheet at the end of every payroll period. This verifies that you actually worked the hours punched on the clock and no others. If you do not sign your time sheet, your paycheck may be delayed that week.

Under no circumstances is any hourly employee to work "off the clock". If anyone asks you to do so, please advise management immediately.

## ABSENTEEISM AND TARDINESS

Employees who do not report for work on time, or who miss all or part of a day's work, place an extra burden on their fellow employees as well as the Company. In order to avoid that unfair burden on others, we will follow these guidelines regarding absences and tardiness for exempt and non-exempt employees who have completed the Introductory Period:

- 1) Employees who are repeatedly tardy and/or repeatedly absent for reasons other than military, jury or approved medical, FMLA or personal leave of absence will receive a written warning. This applies regardless of whether some or most of the absences are excused.

CONFIDENTIAL

## CONFIDENTIAL

- 2) Failure to show immediate and continued improvement after receiving that warning will be grounds for termination.
- 3) In addition, a "no show, no call" to your immediate supervisor on a day you are scheduled to work, or any falsification or other serious violation of your attendance obligation to your fellow employees and the Company, is grounds for termination.

This policy should present no problem for any employee who is making a diligent effort to maintain a good attendance record.

### CALL-IN PROCEDURES

If you find it necessary to be absent from work, follow this specific reporting procedure. First, call your supervisor at the beginning of the first day of absence with a full explanation of the reason and expected duration.

Then, unless other arrangements have been made through the supervisor, call again, at or before your normal starting time, every day during the absence. Failure to call on any day will classify your absence as unexcused and will be grounds for termination.

If your supervisor is not available to receive your call on any day of your absence, leave a voice mail message on your supervisor's phone and try calling again during business hours. If you find it necessary to leave work before your shift ends, you must first obtain authorization to leave from your supervisor.

The Club may request reasonable verification of your stated reason for being tardy or absent. Falsification or failure to provide requested verification is grounds for termination.

If you miss a scheduled shift without calling in, the Club will treat your absence as a voluntary abandonment of your job, and will terminate your employment.

### COMPLAINT PROCEDURE

The Club recognizes that employees may have questions or problems concerning the Club's policies and procedures. In order to encourage employees to voice these concerns and try to solve the questions or problems that may arise, we have a formal problem solving procedure. Please follow these steps:

- Step 1: You should first request to meet with your immediate supervisor (the person you report to directly). The supervisor will listen and investigate the problem with the intention of finding an agreeable solution for those concerned. In order to facilitate a fair and timely solution, you should contact your supervisor within three days of the occurrence that created the question or problem.

If you feel the problem is with your immediate supervisor, you may skip step 1 and start the complaint procedure with Step 2.



Step 2: Request to meet with your Department Head. Your Department Head will review the problem (including any action taken by your immediate supervisor) and any other relevant facts involved in order to suggest a reasonable solution. In order to facilitate a fair and timely solution, you should contact your Department Head within three days of the occurrence that created the question or problem (if you skipped Step 1) or within two days of your supervisor's resolution (if you followed Step 1).

If you are not satisfied with your Department Head's handling of the problem, you may proceed to Step 3.

Step 3: Request to meet with the Human Resources Administrator. The HR Administrator will review the problem (including any action taken by your Department Head) and any other relevant facts involved in order to suggest a reasonable solution. In order to facilitate a fair and timely solution, you should contact the Human Resources Administrator within three days of the occurrence that created the question or problem (if you skipped Steps 1 and 2) or within two days of your Department Head's resolution (if you followed Steps 1 and 2).

If you are not satisfied with your Human Resources Administrator's handling of the problem, you may proceed to Step 4.

Step 4: Request to meet with the General Manager, or a designated representative, who will thoroughly investigate the problem, review Club policies, procedures, rules and regulations and will make a determination. In order to facilitate a fair and timely solution, you should contact the General Manager within two days of your Department Head's determination.

The General Manager, or his or her designee, may review the matter and offer a final decision.

Time spent by an employee in discussing a complaint with management during normal working hours will be considered hours worked for pay purposes.

If at any time you feel uncomfortable with this process, as it is outlined here, please feel free to contact the General Manager or Human Resources to assist you before taking further action.

Due to the serious nature of sexual harassment, such complaints should be referred immediately and directly to the General Manager and Human Resources.

The Club will not tolerate any form of retaliation against employees who have used the Club's problem solving procedure. In the interest of creating a positive and enjoyable work environment, all employees shall be able to use this procedure without fear of retaliation.

However, it is equally important to realize that the problem solving procedure will not prevent the Club from taking disciplinary action, up to and including termination, against any individual under circumstances where the Club deems disciplinary action to be appropriate.

CONFIDENTIAL

DLM 00060

## UNIFORMS AND PERSONAL APPEARANCE

### A. UNIFORMS

Employees who are issued a uniform are responsible for complying with the Club's uniform policy.

### B. PERSONAL APPEARANCE

Departure from conventional Club attire or personal grooming is not permitted, regardless of the nature of the job performed.

- (1) Every employee has some contact with the public and therefore represents the Club in appearance as well as by actions. The properly attired employee helps to create a favorable image for the Club. Accordingly, personal appearance shall be governed by the following standards:

Good hygiene and grooming practices are required. A daily bath or shower is a necessity and all employees should report to work freshly bathed. Keep in mind you may be going from a hot kitchen to an air-conditioned restaurant. Body temperatures will change quickly and body odors are offensive. Remember, there is no substitute for good deodorant. Bad breath is also offensive and mouthwash should be used in addition to brushing teeth.

Good hygiene and grooming practices are required. Fingernails and hair must be clean and neatly trimmed at all times.

Beards, goatees, and un-trimmed sideburns are not permitted. Mustaches must be neatly trimmed. Men's hair should not exceed collar length and must be conservatively styled.

Visible body piercing is not permitted for men or women, or ear jewelry for men.

Hair must be neatly arranged and kept from covering eyes, and must be covered or restrained where required by health code.

If a nametag is issued, the employee must wear theirs at all times while on duty.

~~All employees are expected to report to work in clean, neatly pressed clothing, clean shoes and clean personal appearance.~~

~~Female employees who are not required to wear a uniform may wear suits, dresses, skirts or slacks with blouses or sweaters. "Mini" skirts are not permissible. Revealing clothing does not portray a professional appearance and will not be allowed.~~

No blue jeans or jeans of any color are permitted. Denim outfits resembling blue jeans and jean skirts are also unacceptable. No strapless or backless garments

CONFIDENTIAL



may be worn. Females must wear the proper undergarments, including a bra and a full or half-slip where necessary, depending on the sheerness of the outer garment. Hose are required with skirts and dresses. Hose or socks are required with pants.

**Jewelry:** For safety reasons, jewelry should be kept to a minimum. Acceptable jewelry for service employees is a wristwatch and a total of three rings. Female service employees are allowed to wear one pair of small earrings (no larger than a dime).

**Tattoos:** Exposed tattoos are not allowed on any employees.

- (2) Supervisors have the responsibility to decide when an employee's appearance is unacceptable. In the event of an unacceptable appearance, the Supervisor may request that the employee return home to change or take an appropriate corrective action. The employee generally shall not be compensated for any such time away from work, and repeated violations of this Policy will be cause for disciplinary action.

#### MISCELLANEOUS

##### A. CLUBHOUSE STAFF BREAK ROOM

For the purpose of control, the break room must remain for use of Club employees only. Your department head must clear any exceptions to this rule in advance. In addition, all employees must adhere to the rules posted in the lunchroom concerning its use.

##### B. LOCKERS

Those employees issued lockers are obligated to keep them clean and use them for storage of a change of clothing only. Lockers are not the areas for storage of valuables. Lockers are the property of the Club and subject to inspection by management, and you have no reasonable expectation of privacy with respect to your locker. Unauthorized materials such as alcoholic beverages, weapons, Club property and illegal drugs are prohibited. the Club is not responsible for lost or stolen property.

##### D. GIFTS

~~Gifts from guests of the Club of a value exceeding \$25.00 are not to be accepted by employees of the Club unless approved in writing by the Department Head. No employee shall accept any gift from any vendor.~~

##### E. PERSONAL PROPERTY

No backpacks or other bags are to be brought into the Clubhouse by employees. If an employee finds it necessary to bring any bag into the clubhouse, they must leave it (at their own risk) in a locker in the employee-lounge. Employee property may be subject to a search.

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## IF YOU LEAVE EMPLOYMENT

### Clearance Process

- a. Clearance of desk, locker.
- b. Return of all items in employee possession such as nametags, locker keys, any property keys, cell phones, radios, uniform, records, manuals, etc. to your Department Head.
- c. Settling of any outstanding accounts.

### RESIGNATION POLICY

When an employee decides to leave for any reason, his/her supervisor and Human Resources would like the opportunity to discuss the resignation before final action is taken. The Club often finds during such a conversation that another alternative may be better. If, however, after full consideration the employee decides to leave, it is expected that the employee will provide the Club with a written two-week advance notice period (bear in mind that vacation days or personal days may not be included in the two-week notice period). Generally, the employee must work throughout the notice period. If, as sometimes happens, the employee's supervisor believes it advisable for the employee to leave prior to the end of the employee's two-weeks notice, the employee may be paid for the remainder of that period.

### DISMISSALS

Every Club employee has the status of "employee-at-will", meaning that no one has a contractual right, express or implied, to remain in the Club's employ. The Club may terminate an employee's employment, or an employee may terminate his/her employment, with or without cause, and with or without notice, at any time. In addition, the Club may alter an employee's terms and conditions of employment, including an employee's title, duties, benefits, and/or compensation, with or without cause at any time. No supervisor, manager or other representative of the Club has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. The only method of modifying an employee's at-will employment status is by means of a written agreement signed by the Donald J. Trump and the employee. Note: You are not entitled to be paid for any unused, accrued sick time.

### POST RESIGNATION/TERMINATION PROCEDURES

In order to receive a disbursement of any amounts due from the Retirement Plan, the employee is required to complete and sign a distribution form, which can be obtained from Human Resources. Specific information will be provided at the exit interview.

Employees may choose the continuation of medical benefits under COBRA. Human Resources will provide specific information at the exit interview.

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Benefits (Life and Medical) end on the last day of the month in which the employee's last day of employment falls. An employee has the option to continue Medical Benefits in accordance with The Consolidated Omnibus Budget Reconciliation Act ("COBRA") and regulations.

Employees leaving the Club must return all Club property, including office keys, club credit cards, name tags, access cards, files, records, manuals, equipment, etc., on or before their last day of employment. If an employee is terminated or has given more than 72 hours notice of his/her intent to leave then the employee will be handed their last paycheck when they leave. Employees giving less than 72 hours notice will be able to pick up their paychecks the following day or request that it be mailed. If there are unpaid obligations to the Club, the final paycheck will reflect the appropriate deductions.

Vacation pay is calculated in accordance with our vacation policy. If the employee took more vacation days than he/she was entitled to under the vacation policy, the time will be deducted from the employee's last paycheck.

## SECURITY

### A. INFORMATION -

All financial, contract, production, and administrative records and information of the Club, its employees, and guests are confidential. Each employee is responsible for making certain that information under his/her control is appropriately safeguarded. An employee will not provide or disclose office or guest information to third parties unless it has been determined that the party has a legitimate right to know and your Supervisor has approved the request.

Authorization by the General Manager must be obtained before written contact is made of any guest, client, purveyor, or vendor (current or prospective).

Any uncertainties should be cleared with the General Manager before such information is provided.

### B. CONFIDENTIALITY -

No employee shall, during the term of his/her employment or thereafter disclose to others or use, except as authorized by the General Manager, any of the Club's confidential, technical, or other business information. "Confidential, technical or other business information" shall mean any information, including lists of the Club's vendors, which the employee has used, learned or contributed during the course of his/her employment, regardless of whether it was written or in other tangible form that (i) is not generally available to the public; or (ii) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use.

Confidentiality with respect to the personal life and/or business affairs of the Trump family is covered in detail in the "Employee Agreement of Confidentiality". Each

CONFIDENTIAL

DLM 00064

employee is provided with a copy of this agreement and required to accept and sign it as a condition of employment.

C. FACILITIES -

Access to non public areas of the Club facilities will be limited to parties with a legitimate reason to be there. Employees are not permitted to have visitors on the premises unless the employee's supervisor has made special arrangements. Each employee should feel comfortable in politely confronting an unknown individual who appears suspicious or in need of direction.

An essential element of the security procedures of the Club is the key control process. As such, employees who have access to Club keys must recognize the importance of properly safeguarding the keys, which have been entrusted to them.

In the event of a breach or threatened breach by the employee of provisions A, B or C of this section, the Club shall be entitled to an injunction restraining the employee from disclosing or using, in whole or in part, such information or from rendering any services to any person, Club, corporation, association, or other entity to whom such information, in whole or in part, has been disclosed or is threatened to be disclosed. Nothing herein shall be construed as prohibiting the Club from pursuing other remedies available to the Club for such breach or threatened breach, including the recovery of damages from the employee.

D. GUEST PRIVACY -

Employees are prohibited from revealing any personal or business information about a Guest.

E. REPORTING CRIME -

The Security Department attempts to control crime and provide a safe operation. Due to the enormity of the Club, they cannot be everywhere at once, and your help is needed. Follow these simple security measures:

- 1) Notify Security of any suspicious person.
- 2) If you are a witness to a crime, relate to security as much specific detail as possible, including a description of the individual and the nature of the crime.

F. MEDIA

We are contacted daily by the media (television, radio, newspapers, magazines, wire services). They want to know what is happening at the Club and they want comments for their articles or newscasts. It is important that no Club employee other than the General Manager comment to the press on the Club or its guests.

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### INSPECTIONS

The Club respects its employees' right to privacy. However, for security purposes, we maintain the right to inspect certain access and personal belongings.

Each employee agrees, as a condition of continued employment, to allow management to inspect employee personal property on our premises. Any package brought into or taken out of our premises may be inspected. Our premises and equipment, including Club vehicles, lockers and desks, are subject to inspection at any time. No employee has a reasonable expectation of privacy with respect to any such areas.

Refusal to cooperate in an inspection or search will be considered a violation of your terms of hire and insubordination.

### INTERNAL INVESTIGATIONS

From time to time the Club may be required to conduct internal investigations pertaining to security, auditing or work-related matters. Employees are required to cooperate fully with and assist in these investigations if requested to do so.

Whenever necessary, in Management's discretion, employees' work areas (i.e., desks, file cabinets, etc.) and personal belongings (i.e., brief cases, handbags, etc.) may be subject to a search. Employees are required to cooperate.

Management will generally try to obtain an employee's consent before conducting a search of work areas or personal belongings, but may not always be able to do so.

### USE OF CLUB'S COMPUTER SYSTEM AND SOFTWARE PROGRAMS:

#### A. GENERAL

The Club has invested a large sum of money in its computer system and software programs. The information in the computer system represents much work by many employees and is an important component of the Club. In order to protect this valuable information, no employee is allowed to bring to work any computer games, hardware, programs or software which is not licensed and registered under the Club name, or install or otherwise use any such items unless they have been approved in advance, in writing, by the General Manager. The reason for this is simple. Outside programs may contain viruses, which can disrupt or destroy our computer system. Even if you are sure that the program you bring does not contain a virus, and that it would not damage our computer system, you are not to use any outside program without written advance approval of the General Manager. If software programs are not properly registered, there may be criminal and civil penalties for their use.

In addition, the Club has noted that some computer programs also contain games or programs which are not related to the work of the Club. These programs are not to be played by any employee at any time during the workday. Only computer programs that are directly related to the work of the Club are to be used on Club computers.

The Club has access to the Internet. The Internet may be accessed only for authorized work purposes. There is to be no "surfing" by any employee at any time.

The Club strictly prohibits the use of its computer system to disseminate any material in violation of the Club's policy against harassment, or to access non-work related web pages, sites or material.

No employee is authorized to download or remove any information from the Club's computer system without the express advance permission of the appropriate supervisor. (See the Club's policy on security.)

#### B. VOICE MAIL

The Club utilizes a voice mail system, which allows callers and employees to leave voice messages. The Club reserves the right to monitor and review all messages left on the voice mail system at any time. All voice messages should be confined to business or work-related matters.

#### C. TELEPHONES

Telephone Calls - Personal calls are prohibited, except in an emergency, since it interferes with the flow of business. Employees on duty are not allowed to use the public phones in the lobbies or any guest areas. A phone is furnished inside the staff break room for employee use during breaks or lunch. Only management staff is permitted to carry and use cell phones while on duty.

#### D. RIGHT TO INSPECT

No employee is to have an expectation of privacy with regard to any voice mail messages, email or computer files, and the Club has the right to monitor and review these electronic and computer systems at any time.

### SAFETY AND HEALTH

The Club's goal is to provide a safe and healthy environment for employees. Each employee is expected to comply with all safety and health requirements whether established by management or by federal, state or local law.

~~"Legal drugs" are those prescribed by a physician or over-the-counter drugs, which are legally obtained by the employee and used for the purpose for which they were prescribed and sold. Even such legal drugs may affect the safety of the employee or co-workers or members of the public. Therefore, any employee who is taking any legal drug, which might impair safety, performance, or any motor functions, must advise his or her supervisor before reporting to work under such medication. If the Club determines that such use does not pose any safety or customer service risk, the employee will be permitted to work.~~

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The Club does not expect any employee to take unnecessary risks. Study the job assigned to you and learn the safety rules of your department. In everything you do, make sure that you have observed every reasonable safety precaution.

Most accidents are simple and common, such as slips and falls, cuts, burns, sprains and strains. They are easy to prevent. Observation of the following general rules will prevent many employee accidents:

1. Report all injuries at once to your supervisor.
2. If you are not sure how to do a job safely, ask your department head.
3. Horseplay and practical jokes are prohibited.
4. Put equipment away after use. Don't block passages.
5. Broken chairs, loose and worn carpeting, missing lights and other equipment needing maintenance may cause accidents. Report these along with any other safety hazard at once to your department head.
6. Wear the right clothing for the job.
7. Show other employees the safe way to do the job.
8. If the load seems too heavy to lift safely, get help. When lifting any load, follow the safe lifting practice listed below:
  - a. Be sure you can handle it alone. If not get help.
  - b. Face the load squarely.
  - c. Secure a firm footing with your feet properly spread.
  - d. Bend your knees.
  - e. Get a grip on the load.
  - f. Keep a straight back and lift by straightening your legs gradually not suddenly.
  - g. Keep the load close to your body.
  - h. Don't twist your body.
9. Do not carry a load so that it will block your vision. Make sure you can see where you are going.
10. Avoid slippery, wet or greasy floors. Clean up wet or greasy spots as they occur.

CONFIDENTIAL

11. Use a ladder to reach things that are up high. See that the ladder is firmly placed. While on the ladder, don't reach too high or too far to one side.
12. Place broken glasses, dishes, etc., in special receptacles designated for this purpose.
13. Do not operate equipment unless properly trained and specifically instructed to do so by your supervisor.

All accidents occurring on the Club's premises or to Club employees, regardless of whether they result in an injury, must be reported immediately to your supervisor. The Club is required to report all work-related injuries as soon as possible. If you are too seriously injured to describe the facts surrounding the accident, it is the responsibility of the supervisor to supply the information to Human Resources.

We all do the best job we can to prevent accidents and injuries at home and at work. If you spot a safety hazard on the job, report it to your supervisor immediately. Workers' Compensation is provided by the Club to pay an employee partial compensation if he or she loses time due to a work-related accident.

If a guest has an accident, you should see that he or she is comfortable and then immediately notify your supervisor, department head, General Manager and the Security Department. Any property damage due to accidents should be reported in the same manner.

#### WORKERS' COMPENSATION

The Club is covered under statutory state Workers' Compensation Laws. Should you sustain a work-related injury, you must immediately notify your department supervisor and Human Resources. Should your injury require the attention of a doctor, you should go to the nearest clinic designated by our Workers' Compensation Insurance Carrier.

#### HAZARD COMMUNICATION - RIGHT TO KNOW PROGRAM

The Occupational Safety Hazard Administration (OSHA) requires all employees be provided with information of all potentially hazardous substances used in the course of our daily business.

The location of these documents (Material Safety Data Sheets) is in the office of the Golf Superintendent.

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#### EMERGENCY PROCEDURES:

Adhere to the following procedures in emergency situations:

- A. FIRE -- In case of fire or smoke: STAY CALM
  1. Pull fire alarm

CONFIDENTIAL

DLM 00069

2. Dial 911 and give location of fire, remain on the phone to give additional information as required.
3. When the fire department arrives, direct them to the location.
4. Remember, most persons die from smoke and poisonous gases. Stay low to the ground if there is any smoke at all. If you encounter smoke or fire at lower levels, turn around and walk up to clearer air, or use another exit.
5. Be certain to follow instructions of the fire department in order to ensure the safety of all guests and employees.

B. BOMB SCARE OR WARNING

You all know your own work areas, and are usually aware of any unfamiliar items. A bomb may be concealed in a variety of items such as a length of pipe, small parcel, suitcase or paper bag. When a suspicious item is discovered, DO NOT TOUCH and report immediately to your manager or security.

C. GUEST ILLNESS

1. Find a manager and report the situation.
2. If no manager is available find another employee to stay with the ill guest. Find a phone and dial 911 and describe the situation and your location. Remain on the phone to give additional information as required until the emergency operator advises you otherwise.
3. When the paramedics arrive, direct them to the location.

The most important thing to remember in an emergency is

**DO NOT PANIC!**

EMPLOYEE BENEFITS AND PROGRAMS

As a regular full-time employee you will enjoy an excellent benefits package which is designed to help protect your health, and plan for your future such as:

- Group Medical
- Dental Insurance (optional and paid for in its entirety by the employee)
- Group Life Insurance
- 401(k) - After one full year of continuous employment
- Vacation

CONFIDENTIAL

DLM 00070

□ Sick Time

For information relating to the cost of such benefits, eligibility requirements, etc. please contact Human Resources.

The Club reserves the right to change or cancel any or all of these benefits at any time with such notification as is required by law..

GROUP MEDICAL AND DENTAL COVERAGE

As a regular full-time employee, you will be eligible for medical and dental coverage under our group insurance plans. You are eligible for coverage the first of the month following 90 days of employment. The details of this plan will be provided to you when you become eligible.

Part-time employees who become full-time employees are eligible for group medical insurance coverage the first of the month following 90 days of transfer to full-time employment.

GROUP LIFE INSURANCE

The Club offers regular full-time employees an employer-paid basic group term life policy. This becomes effective the first of the month following 90 days of employment.

Part-time employees who become full time employees are eligible for group life insurance coverage the first of the month following 90 days of transfer to full-time employment.

401(k) RETIREMENT SAVINGS PLAN

The Club offers its employees the opportunity to save funds toward retirement on a tax-deferred basis. Eligible employees may participate the beginning of the month following one year of employment with VH Property Corp. The Club will make matching contributions in an amount equal to 40% of your compensation contributed to the Plan but subject to a maximum of 7% of compensation. Employer matching contributions must be made within prescribed legal time limits and are subject to the vesting provisions of the Plan.

VACATION POLICY

After a waiting period of six (6) months, full-time employees begin to accrue vacation. No vacation is accrued by any employee during the first six (6) months of employment.

After the first six (6) months of employment and up until one (1) year of employment, eligible employees will accrue paid vacation at the rate of 3.08 hours for each pay period in which the employee worked or is paid.

Beginning in year two (2) of employment, eligible employees will earn two weeks of vacation (80 hours) accrued at the rate of 3.08 hours for each pay period in which the employee worked or is paid. This will continue until the completion of five (5) years of continuous employment.

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Beginning in year six (6) of employment, eligible employees will earn three weeks of vacation (120 hours) accrued at the rate of 4.62 hours for each pay period in which the employee worked or is paid.

Summary

<u>Years of Service</u>	<u>Vacation Days</u>
Two (2) – Five (5) years	10 days per year
Six (6) and more years	15 days per year

EXAMPLE:

Employee is hired August 1, 2000

Beginning February 1, 2001, the employee begins to earn 3.08 hours of vacation time for each pay period in which the employee worked or was paid.

From February 1, 2001 to December 31, 2001, the employee will have earned nine days of vacation for calendar year 2001.

Vacation pay will be paid on your last normal payday before the start of your vacation and at your straight time hourly rate of pay as of the last workday before the start of your vacation (for non-exempt employees) or at your current salary as of the last workday before the start of your vacation (for exempt employees).

Vacation request forms signed by the employee, and approved by the supervisor must be submitted, to Human Resources prior to the end of a payroll period and will be paid on that period's regularly scheduled pay day.

If a paid Holiday falls during the employee's vacation, an extra day of vacation will be credited to the employee.

Eligible employees are not permitted to use accrued vacation until they have completed one year of employment.

Employees are encouraged to take all of their vacation in the year that it is earned. Employees who do not use all of their accrued vacation during the accrual period will be permitted to carry forward their vacation, subject to the following accrual cap: an employee may accrue a maximum of the employee's annual accrual or ten (10) days of vacation, whichever is greater. If an employee reaches the maximum vacation accrual cap, vacation accruals will cease until such time as the employee takes sufficient vacation to fall below the cap.

EXAMPLE:

An employee in year seven of employment takes one week (5 days) vacation. In year eight of employment, the employee takes two weeks (i.e. 10 days) of vacation. Beginning in year nine of employment, the employee will have ten (10) days of accrued vacation, which is less than the employee's annual accrual rate of 15 days per year. The



employee will continue to accrue vacation during year nine until the employee's accrued vacation reaches fifteen (15) days, at which point the employee will cease to accrue vacation. Vacation accrual will begin again once the employee takes a vacation.

Regular part-time and temporary employees are not eligible to earn vacation pay.

The Club may schedule vacation at certain times because of seasonal or other operational reasons, but will try to accommodate employee requests. Vacation requests are to be submitted to your immediate supervisor as early as possible but at least one (1) month prior to the desired vacation date, and are subject to approval of your Department Head. An effort will be made to schedule vacations to meet employee requests as long as it does not interfere with the operational needs of the Club.

If vacation requests are in conflict between two or more employees within a department, the priority will be based on seniority so long as the senior employee's request was received in a timely manner and before the other employee's vacation request was approved. Otherwise, the earliest request will normally be honored.

No payments in lieu of time off are permitted unless agreed to by the General Manager.

#### SICK TIME POLICY

Each regular full-time employee begins earning sick leave benefits at the beginning of their employment at the rate of 1/2 day for each month worked. However, the employee may not begin using this benefit until their six-month anniversary date. Employees may accrue up to 12 days sick leave in a 2 year time period. Sick leave accrual ceases at a maximum of 12 days.

Employees may use sick leave benefits only for a bona fide illness, injury, or medical inability to work. ALL employees, exempt and non-exempt, must follow the proper call-in procedures and submit a sick pay request form in order to receive paid sick leave. If you are absent longer than 3 days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the company will be required before sick pay will be given. If there is reason to believe that sick leave has been misused, sick pay may not be awarded. The Company does not provide pay in lieu of unused sick leave, upon termination or otherwise.

#### EXAMPLE:

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Employee is hired February 15, 2001

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After July 15, 2001 (completion of 6 months of employment) the employee will be eligible to use his or her sick time

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Employee is out sick on August 17, 2001

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Employee is eligible to use one day of the employee's total of three and one half (3-1/2 days) of sick time

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You may also use up to two (2) of your six (6) days for certain other personal reasons, but approval from your Manager must be obtained in advance.

Regular part-time and temporary employees are not eligible to earn sick leave benefits.

### HOLIDAYS AND HOLIDAY PAY

An important part of the employee benefit program is paid holidays for employees. Only regular full-time employees are eligible for holiday pay.

The Club recognizes 7 days during the year as Club Holidays. To be eligible to receive these Holidays as paid holidays, you must complete 90 days of continuous employment.

New Years Day

Martin Luther King Day – Floating Holiday – Subject to substitution by your Manager

Memorial Day

July 4th

Labor Day

Thanksgiving Day

Christmas Day

The following conditions apply to the payment of holiday pay:

1. If you are scheduled to work on a holiday, you are paid for the holiday in addition to the hours worked unless the supervisor designates another date.
2. If you are not scheduled to work on the holiday, you receive eight hours pay at straight time for the day.
3. You must work your regularly scheduled hours on the day before and the day after the holiday in order to be paid for the holiday. If you are sick the day before or the day after the holiday, you are not entitled to holiday pay. The only exception is if you are on vacation. In this case, you receive holiday pay for the holiday and it will not count as a vacation day.
4. You are not paid for the holiday if you do not report to work on the holiday if you are scheduled to do so.
- ~~5. Exempt employees are not paid additionally for the holidays, but receive their normal pay for the day, whether they are asked to work on the holiday, or not. Because the Club is generally open on holidays, the Club may require certain employees to work on a designated holiday. Under those circumstances, the Club may designate an alternative day off. The immediate supervisor is responsible for electing alternate dates for holidays. The Club retains the sole discretion to determine who must work the holiday and whether an alternative day off.~~

CONFIDENTIAL

DLM 00074

## CONFIDENTIAL

### BEREAVEMENT LEAVE

In the event of a death in an employee's immediate family, the Club will allow a maximum of three (3) days off with pay for funeral related leave. Immediate family includes spouse, child, mother, father, brother, sister, grandparent, grandchild, aunt, uncle, daughter-in-law, son-in-law, mother-in-law, father-in-law, stepchild, stepparent.

When a death occurs, notify your supervisor at once with all of the details, including the family member who died and where the funeral will take place. The supervisor should notify Human Resources of the reason and length of the employee's absence.

### JURY DUTY

An employee summoned for jury duty will be compensated in the following manner only if he/she notifies his/her supervisor and provides him/her with a copy of the summons.

During the jury leave, the employee will be paid the difference between jury compensation and the employee's regular pay for up to three days. You must report to work on any day in which you are excused from jury service at a time when there are three (3) or more hours remaining in your daily scheduled shift.

NOTE: If the jury duty falls at a time when the employee cannot be away from work, the court may allow the employee to choose a more convenient time to serve if he/she makes a request in accordance with the court's procedure.

### MILITARY LEAVE

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, a member of the National Guard, a member of the Reserves or Public Health Service will, where a specified period of active or reserve duty is mandatory, be granted an unpaid leave of absence in accordance with applicable law.

Upon receipt of orders for active or reserve duty, the employee should notify his/her supervisor, as well as Human Resources immediately and he/she must submit a copy of his/her orders to his/her supervisor and Human Resources.

### PREGNANCY RELATED LEAVE

In accordance with the requirements of state and federal law, an employee affected by pregnancy, childbirth, or related medical condition may take an unpaid leave of absence for a reasonable period of time (i.e. that period during which the employee is disabled on account of pregnancy, childbirth, or related medical conditions as defined by a physician) not to exceed four (4) months, with full re-employment privileges. The employee may utilize any accrued vacation leave or sick leave during this period of time. An employee will not be entitled to holiday pay and will not accrue additional vacation or sick time when on a maternity leave of absence.

An employee who qualifies for leave on the basis of pregnancy, childbirth, or related medical condition may, if eligible, combine such leave with family medical leave, for total leave of up to

## CONFIDENTIAL

seven (7) months. However, if an employee combines such leave, the Club will continue to pay for the employee's medical coverage only during the period of qualified family medical leave (a maximum period of twelve (12) weeks).

### FAMILY MEDICAL AND PERSONAL LEAVE OF ABSENCE

In accordance with the terms of the federal Family and Medical Leave Act and the California Family Rights Leave Act, the Club will provide an eligible employee with up to twelve (12) work weeks of unpaid leave in a twelve (12) month period — (1) for the birth of a child of the employee or the placement of a child for adoption or foster care; (2) to care for the spouse, child, or parent of the employee who has a serious health condition; or (3) because of a serious health condition that makes the employee unable to perform the functions of his or her job.

The relevant 12-month period during which leave may be taken will be calculated for each employee individually based on a "rolling" 12-month period measured backward from the date the employee first uses leave under the state or federal Acts.

If an employee qualifies for family or medical leave, The Club will continue to pay for the employee's medical coverage during the leave on the same terms and conditions as if the employee had continued to be employed. The employee will continue to be responsible for co-payments, dependent coverage payments, or other payments which are the responsibility of the employee, and must make arrangements for such payment with Human Resources. The employee will be required to pay the Club back for the amount of the medical coverage payments if the employee does not return to his/her job after expiration of the leave.

If an employee qualifies for family or medical leave, the employee will be reinstated to his/her former position (or an equivalent position) upon return from leave; provided, however, that certain "key" highly compensated, salaried personnel may be denied reinstatement if reemployment will cause the Club substantial and grievous economic injury.

Benefit accruals (e.g. vacation, sick leave, holiday benefits) will be suspended during a family or medical leave and will resume upon return to active employment.

When the leave is "foreseeable", the employee must provide thirty (30) days advance notice. If thirty (30) days notice is not practical, verbal notification is required within one to two business days.

The Club may require a certification from a health care provider supporting the reasons for the leave, and may require a second or third opinion.

Provided that the leave of absence does not extend beyond the maximum period allowed, the Club will make a reasonable effort to hold the employee's present position open until he or she returns from the leave of absence, but circumstances may require that the position be filled. In order to protect his/her re-employment rights, the employee must keep the Club informed of his/her-expected date of return to work on a biweekly basis. An employee who fails to keep the Club apprised of his or her expected date of return, or who fails to return from a leave of absence on the expected date of return, will be considered as having resigned voluntarily from employment.

If it is necessary to fill the employee's position, the Club will attempt to find a comparable position with the Club when he or she is able to return to work.

All requests for leave of absences will fall into the guidelines of the Family Medical Leave Act. A complete copy of the FMLA is available in Human Resources.

Nothing in this section shall be construed to give an employee greater rights than are conferred by the federal Family and Medical Leave Act or the California Family Rights Leave Act.

#### MAXIMUM LEAVE POLICY

No leave will be permitted to extend beyond six (6) months, under any circumstances, except as required by law.

#### PERSONNEL RECORDS

The Club maintains personnel records, the accuracy of which is very important. If the information in your personnel records is incorrect, a problem may arise concerning payroll deductions, employee benefits, employee verification or other important matters. You must notify Human Resources immediately whenever there is a change in your employee information, including home address, telephone number, marital status, name change, employment benefit beneficiaries, number of dependents, or emergency contact information.

#### REDUCTION IN WORK FORCE

It may be necessary to lay off employees for reasons such as loss of business, lack of work, consolidation of jobs, elimination of certain jobs or a part of our business, or any other business reason. Such layoffs are permanent unless stated in writing to be temporary. The Club will select the person or persons to be laid off based on its judgment of needs and skills. No laid-off employee has any right to be recalled.

#### PARKING

Employees are required to observe the Club's parking policy, which designates certain areas for employee parking. Violation of the parking policy is grounds for disciplinary action.

CONFIDENTIAL

DLM 00077



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EMPLOYEE ACKNOWLEDGEMENT

INSTRUCTIONS: PLEASE READ THIS EMPLOYEE HANDBOOK CAREFULLY. IF YOU DO NOT UNDERSTAND ANY PORTION OF IT, ASK FOR AN EXPLANATION FROM YOUR MANAGER OR HUMAN RESOURCES. RETURN THIS PAGE WITH YOUR SIGNATURE TO HUMAN RESOURCES IMMEDIATELY AFTER YOU HAVE RECEIVED THIS HANDBOOK. PLEASE KEEP THE HANDBOOK FOR FUTURE REFERENCE.

I received the Employee Handbook of VH Property Corp (the Club) on the date indicated below. I will carefully read the policies, procedures, and other information contained in the Handbook and will ask Human Resources for an explanation if I do not fully understand them. I agree as a condition of my employment to comply with the policies and procedures which exist now or which may come into existence in the future. I understand that if I do not comply with the policies and procedures, I may be subject to disciplinary action.

The Club reserves the right to modify or terminate any policies or procedures, in whole or in part, at any time, with or without notice. I understand that only the General Manager is authorized to set policy with respect to my employment. The language used in this Handbook is not intended to create, nor is it to be construed to constitute, a contract between the Club and any one or all of its employees.

AT-WILL EMPLOYMENT AGREEMENT

The parties hereto agree and understand that there is no agreement by Employer to employ Employee for any definite period of employment, that Employer has employed Employee as an "at-will" employee, and that the employment relationship between the parties is based on the mutual consent of each party. Either of the parties hereto may terminate this relationship for any reason, at any time, with or without cause or warning and with or without notice. In addition, the Employer retains the right to alter Employee's compensation, benefits, title, and/or duties at any time, with or without cause. This Agreement and the employment at-will policy can only be altered, changed or modified pursuant to a written agreement between Employee and the Employer signed by Donald J. Trump, which must identify this Agreement and specify such alteration, change or modification. Except as provided above, this employment ~~at-will policy cannot be altered, changed or modified in any manner whatsoever by any other~~ writing, oral agreement, implied agreement, or past, current or future policy, agreement, action, practice, course of conduct, manual, transfer, promotion, commendation, award, writing, representation or otherwise. ~~A ny subsequent change in the Employee's title or compensation~~ will not alter or modify the at-will employment policy described above.

This Agreement contains the entire agreement between Employer and Employee and supersedes all negotiations, proposed agreements, prior representations or commitments, policies, practices, manuals, procedures, writings, representations or otherwise concerning the subject matters of this Agreement. Notwithstanding the above, nothing herein supersedes or

invalidates any written confidentiality agreements between Employer and employee, all of which shall remain in full force and effect.

Employee acknowledges that he or she has read and fully understands and agrees to all of the terms of this Agreement.

EMPLOYER

EMPLOYEE

By: \_\_\_\_\_

Signature \_\_\_\_\_

Its: \_\_\_\_\_

Print Name \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

CONFIDENTIAL

DLM 00079



# **Exhibit 2**



*Trump National Golf Club*  
LOS ANGELES

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## Employee Manual

*Trump National Golf Course  
One Ocean Trails Drive  
Rancho Palos Verdes, CA 90275  
(310) 265-5525*

January 2006

CONFIDENTIAL

DLM 00005

2

## Table Of Contents

	<u>Page</u>
Introduction.....	4
At-Will.....	5
Equal Employment Opportunity.....	5
Immigration Compliance.....	5
American with Disabilities Act Compliance Policy.....	6
Drug And Alcohol Free Work Place Policy.....	6
Probation Against Harassment.....	7
Complaint Procedure:.....	8
Violence In The Work Place.....	8
Life Threatening Illness Policy.....	9
Care Of Facilities.....	9
Introductory Period.....	9
Employee Categories.....	10
Non-Exempt/Hourly Employees.....	10
Exempt Employees.....	10
Worker Classifications.....	11
(Introductory Employee, Regular Full-Time Employee, Partial Full-Time Employee, Regular Full-Time Employee, Temporary Employee, Contract Personnel)	
Work Hours, Pay Period, Wages, Overtime, Break Times And Meal Periods.....	12
Work Hours.....	12
Pay Periods.....	12
Wages.....	12
Overtime Premiums.....	12
Break Times.....	13
Meal Periods.....	13
General Work Rules And Disciplinary Action.....	13
General Policy Adherence.....	13
Disciplinary Actions.....	13
Work Rules.....	14 thru 16
Conflict of Interest.....	16
Dual Employment.....	17
Employment OF Relatives.....	17
Time Clocks.....	17
Absenteeism And Tardiness.....	18
Call In Procedures.....	18
Open Door Policy.....	19
Uniforms And Personal Appearance.....	19
Miscellaneous.....	20 thru 21
(Clubhouse Staff Break Room, Lockers, Gifts, Personal Property, Bulletin Boards Solicitation/Collections/Distributions, Smoking Policy)	

<i>If you Leave Employment</i> .....	21 thru 22
<i>(Clearance Process, Resignation Policy, Post Resignation/termination Procedures)</i>	
<i>Security</i> .....	22 thru 24
<i>(Information, Confidentiality, Facilities, Guest Privacy, Reporting Crime, Media)</i>	
<i>Inspections</i> .....	24
<i>Internal Investigations</i> .....	24
<i>Use of Club's Computer System and Software Programs</i> .....	25
<i>(General, Voice Mail, Telephones, Right to Inspect)</i>	
<i>Safety And Health</i> .....	26
<i>Workers' Compensation</i> .....	27
<i>Hazard Communication – Right To Know Program</i> .....	28
<i>Emergency Procedures:</i> .....	28
<i>First Aid</i> .....	28
<i>(Call 911, Fire, Bomb Scare or Warning, Guest Illness) DO NOT PANIC!</i>	
<i>Employee Benefits and Programs</i> .....	29
<i>Group Medical and Dental Coverage</i> .....	29
<i>Cobra</i> .....	30
<i>HIPPA</i> .....	30
<i>Section 125 Plan</i> .....	30
<i>Group Life Insurance</i> .....	31
<i>401(k) Retirement Savings Plan</i> .....	31
<i>ERISA</i> .....	31
<i>Vacation Policy</i> .....	32
<i>Sick Time Policy</i> .....	33
<i>Holidays And Holiday Pay</i> .....	34
<i>Bereavement Leave</i> .....	34
<i>Jury Duty</i> .....	35
<i>Military Leave</i> .....	35
<i>Pregnancy Related Leave</i> .....	35
<i>Family Medical And Personal Leave of Absence</i> .....	36
<i>Personnel Records</i> .....	37
<i>Reduction In Work Force</i> .....	37
<i>Parking</i> .....	37
<i>Management Rights Clause</i> .....	38
<i>In Closing</i> .....	38
<i>Employee Acknowledgement</i> .....	39
<i>At-Will Employment Agreement</i> .....	40
<i>Prohibition Against Harassment</i> .....	41

## INTRODUCTION

Trump National Golf Club ("the Club") seeks to provide the quality of work, which will develop the potential of each employee as well as the Club as a whole. In this regard, this employee handbook is designed to acquaint each employee with the administrative and personnel practices of the Club. Each employee should be familiar with the responsibilities and opportunities available to make work as rewarding as possible.

The handbook should be read carefully and clearly understood. Each department head, manager or supervisor will be able to answer, or obtain an answer, to any questions involving interpretation or clarification of these policies and procedures. Each employee is expected to apply these general policy and procedure guidelines conscientiously in a constructive and supportive manner.

The policies in this manual are only guidelines and the Club reserves the right to add to, subtract from, or change these provisions in any way, at any time, without being bound to the previously replaced or revised provisions, except for the employment at-will policy. This handbook is not to be construed as an employment agreement or employment contract and the Club is under no obligation to provide the benefits set forth in this manual if it determines, at a subsequent time, that these benefits are to be reduced or terminated. The current manual supersedes ALL prior manuals will help to eliminate any potential confusion.

### AT-WILL

All employees of the Club are employed "at-will," meaning that the terms of employment may be changed with or without notice, with or without cause, including, but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties, and location of work. There is no agreement express or implied between the Club and its employees for continuing or long-term employment. Accordingly, the Club or the employees may terminate the employment relationship at any time, with or without notice, with or without cause. While supervisors and managers have certain hiring authority, no supervisor, manager, or representative of the Club has any authority to alter the at-will relationship, unless modified by means of a written agreement signed by Donald J. Trump and the employee.

### EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Club to provide and promote equal opportunity for all prospective and present employees. To this end, we commit ourselves to complying fully with the spirit, as well as the letter, of all applicable federal, state and local laws and regulations implementing the national and state objective of equal employment opportunity for all persons. The employment policies and personnel practices of the Club are intended to ensure that recruiting, hiring and advancement are accomplished without regard to race, color, religion, sex, gender, sexual orientation, national origin, ancestry, age, physical or mental disability, marital status, military service, or other prohibited factors; that decisions on employment are made so as to further the principle of equal employment opportunity and that they involve only job-related requirements for advancement opportunities; and that all personnel actions involving a condition or privilege of employment are administered without regard to race, color, religion, sex, gender, sexual orientation, national origin, ancestry, age, physical or mental disability, marital status, military service, or other prohibited factors. Additionally, the Club will provide registered domestic partners with all rights and benefits as required by law.

The attitudes and actions of our employees are an important ingredient in the Club's equal opportunity effort. Your full cooperation in upholding this non-discriminatory policy is necessary not only to fulfill our legal responsibilities but also to ensure the future growth and continued success of the Club.

### IMMIGRATION COMPLIANCE

In accordance with the Immigration Reform and Control Act of 1986, all new employees hired after November 6, 1986 must produce documents specified by the federal government in order to establish their identity and authorization for employment in the United States. Failure on the employee's part to produce the legally required documentation or sign the I-9 form within the legally prescribed three (3) business day period shall result in termination of employment.

For those that are found to have falsified information will not be eligible for employment and will not be considered for rehire.



## AMERICAN WITH DISABILITIES ACT COMPLIANCE POLICY

The Club is committed to the employment of qualified individuals with a disability who, with or without accommodations, can perform the essential functions of the job that the individual holds or wants to hold. The Club will make reasonable accommodations as necessary for all employees or applicants with disabilities, provided that the individual is qualified to safely perform the essential duties of their job and provided that the accommodations do not impose an undue hardship on the Company. Employees with a disability who need reasonable accommodation or believe that they are being discriminated against because of their disability are encouraged to contact Human Resources.

## DRUG AND ALCOHOL FREE WORK PLACE POLICY

The Club recognizes that employee drug abuse interferes with the Club's level of service and can result in costs, delays, and tragedies associated with work-related accidents. As a condition to employment or continued employment, you must refrain from reporting to work or working with the presence of drugs or alcohol in your body.

To address the problem of drug/alcohol abuse and to comply with California's Drug-Free Workplace Act (the Act), the Club adopts the policies and procedures detailed below. This policy will be administered in accordance with all relevant laws (state and local), including the Americans with Disabilities Act ("ADA"), the California Fair Employment and Housing Act, the California Labor Code, the California Workers' Compensation Act, and in a non-discriminatory fashion.

To protect the health, safety, and welfare of all the Club employees, it is the Club's policy that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on any Club property is absolutely prohibited. Controlled substances include, but are not limited to, amphetamines, barbiturates, cocaine, heroin, morphine, PCP, marijuana, hashish, and any other controlled substance listed in Schedules I through V of Section 202 of the Controlled Substance Act, 21 U.S.C. §812, except for medication prescribed by the employee's physician. (Employees using medication prescribed by a licensed physician may be required to provide management with proof that such medication is safe to take while the employee is on duty. Management will have sole discretion as to whether or not it will be safe for those employees to remain on duty.)

Except for defined business related activities, such as wine or other alcohol tasting for educational purposes or to make buying decisions, that are specifically approved by the General Manager or on special occasions approved by the General Manager, employees are prohibited from drinking alcohol on Club premises or during working time, bringing alcoholic beverages or illegal drugs onto the Club premises or removing alcoholic beverages from Club premises or being under the influence of controlled substances during working time. Special care shall be taken during Club-sponsored social events for employees. In these cases, employees and guests below the legal age are not to be allowed to drink alcoholic beverages.

Off duty employees must act with discretion when consuming alcoholic beverages after hours in the dining areas. Off duty employees should refrain from drinking while still on the premises

while in the presence of the customers. This is especially true for those employees in the Club uniform.

The Club will test for the presence of drugs under the following circumstances: 1) post offer of employment testing, 2) reasonable suspicion testing, 3) post-accident testing and 4) follow-up testing. Such testing will be done in accordance with California law. Refusal to submit to the test or having a confirmed, positive test result will result in immediate discipline, up to and including termination. Any questions about this policy should be referred to Human Resources.

Employees who voluntarily come forward to management, prior to a situation requiring testing based upon reasonable suspicion and who cooperate with the Club with regard to treatment, may not be subject to discipline. An employee who requests a leave of absence to enter a drug or alcohol rehabilitation program will be reasonably accommodated with an unpaid leave of absence, as required by law, to enroll in such a program if such an accommodation is not an undue hardship on the Club. Employees voluntarily entering a drug or alcohol rehabilitation program may be required to provide medical validation of satisfactory completion of the program. Employees returning to work following satisfactory completion of a rehabilitation program may be subject to drug or alcohol tests without prior notice for up to one (1) year following the return date. A recurrence of a positive drug or alcohol test following return to work may lead to disciplinary action up to and including termination.

Any violation of the Club's Drug/Alcohol Free Workplace Policy will result in appropriate discipline, up to and including termination.

#### PROHIBITION AGAINST HARASSMENT

The Club is committed to providing a workplace free of sexual harassment, as well as harassment based on such factors as race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, gender, family care or medical leave status, veteran status, or any other basis protected by federal or state laws. The Club prohibits unwelcome, harassing conduct by employees towards other employees or non-employees with whom the Club has a business, service, or professional relationship, even if such conduct does not rise to the level of harassment as defined by law.

The California Fair Employment and Housing Act and Title VII of the 1964 Civil Rights Act prohibit harassment in the work place. As a preventative measure, the Club will investigate all alleged harassment complaints and take disciplinary action as required to remedy the situation. There will be no retaliation against any employee who, in good faith, files such a complaint.

Sexual harassment is defined by law to include the following:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment (example: a promise of continued employment or a threat of termination based on submission);
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual (example: poor job evaluations or failure to increase income as a result of rejection of such conduct); or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating any intimidating, hostile, or offensive working environment (example: lewd comments, dirty jokes, nude pictures, obscene gestures, etc.).

#### **Complaint Procedure:**

If you feel you are being harassed in any way by another employee, guest, vendor or any other person associated with the Club, you should report the harassment to your manager immediately. If you feel another employee is being harassed and is unwilling to report the harassment, you should report the incidents to your manager. All incidents of harassment will be investigated and where appropriate, corrective action will be taken. Investigations will be confidential and information obtained during the complaint procedure and investigation will be only shared with those individuals on a need-to-know basis. If you do not feel you can discuss the matters with your manager, please contact either one of the following Company Compliance Officers: Human Resources, General Manager, or Controller, or a senior level manager with whom you feel comfortable. You will not be penalized in any way for reporting harassment, either to yourself or another person. Do not assume the Club is aware of your problem. Complaints and concerns about harassment cannot be addressed unless they are brought to the attention of management.

Employees who feel they have not received satisfaction after utilizing this procedure may contact the Department of Fair Employment and Housing or the Equal Employment Opportunity Commission and seek remedies through these agencies. These agencies are listed in the white pages of the telephone book.

#### **VIOLENCE IN THE WORKPLACE**

The Club strongly believes that all employees should be treated with dignity and respect. Acts of violence will not be tolerated. Any instances of violence must be reported to the employee's manager and Human Resources. All complaints will be fully investigated.

The Club will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including discharge.

## LIFE THREATENING ILLNESS POLICY

Employees with a life threatening illness or communicable disease will be treated in the same manner as any other employee with an illness or injury. Reasonable accommodation will be made for an employee's condition as long as the accommodation allows the employee to perform his/her essential job requirements without imposing an undue hardship on the Club or without creating a direct threat to the health and safety of others.

Employees who suffer from a terminal illness or communicable disease will be required to disclose their condition to management if their condition creates a direct threat to the health and safety of others in the workplace. A direct threat occurs when there exists a significant risk of communicating or spreading the condition or infectious disease in the workplace. Upon disclosure, the Club will examine its duty of accommodation to keep the affected employee at work and to minimize the transmission risk to an acceptable level. The Club may require a statement from the affected employee's treating physician that he/she can safely perform his/her job requirements. The Club reserves the right to have another physician conduct a medical examination of the employee to determine his/her ability to perform the essential functions of the job without jeopardizing the health or safety of others.

Any employee with a terminal illness or communicable disease is entitled to the confidentiality of his/her medical condition and medical records. The Club will do everything in its power to maintain the confidentiality of an employee's medical status and only disclose information on a need-to-know basis.

## CARE OF FACILITIES

The Club has made a large investment in equipment and facilities to provide each employee with the necessary resources to accomplish his/her duties.

It is the responsibility of management and each employee to treat equipment and facilities with respect and care. Neatness and cleanliness are required to maintain these resources at a level at which the employee can and will be proud. Abuse of equipment and facilities will not be tolerated and may lead to disciplinary action including termination.

## INTRODUCTORY PERIOD

The first ninety- (90) calendar days of employment are an introductory period for all employees. During this ninety-day period, your manager will be closely observing your overall job performance, including ability to learn, work habits, quality of work, and your attendance. This period will also give you an opportunity to evaluate the job you have accepted and confirm that you have made a good decision to join the Club. Additionally, an employee's introductory period may be extended in cases where improvement to a satisfactory level can reasonably be expected or in positions where the first ninety days do not allow for proper evaluation. During this introductory period, as well as the entire period of employment with the Club, the Club is free to change the employee's terms and conditions of employment with or without notice and with or without cause, including, but not limited to, termination, demotion, promotion, transfer, compensation, benefits, duties, and location of work.

Employees do not become eligible for any Company benefits, including, if applicable, holiday pay, or group medical, life and long-term disability insurance, until the first of the month following completion of their introductory period and they become regular or partial full-time employees, subject to the other terms and conditions governing such benefits.

Part-time employees and temporary employees are not eligible for Company benefits (except as required by law).

Part-time employees and temporary employees who become regular full-time or partial full-time employees are eligible for Company benefits at the beginning of the following month and as they become regular full-time or partial full-time employees, are subject to the other terms and conditions governing such benefits

### EMPLOYEE CATEGORIES

For the purpose of salary administration, there are two categories of employees at the Club as determined by the Wage and Hour Law's legal definition.

**Non-Exempt/Hourly Employees** – Employees whose wages are paid on an hourly basis and only for hours actually worked. Such employees are entitled to overtime payment in accordance with applicable Federal and State Wage and Hour Laws. For the purpose of overtime calculations, hours paid but not worked (i.e., vacation, holidays, sick leave) will not be counted.

**Exempt Employees** – Employees who are exempt from the overtime payment and other provisions of the Federal and State Wage and Hour Law. For an employee to be considered exempt under applicable laws and regulations, the nature of the duties, work and salary of such individual must meet the specifications set forth in the law and must be in one of the following categories:

- A. Executive (Management and Manager)
- B. Administrative (Technical)
- C. Outside Sales
- D. Professional
- E. Computer design and programming

The Wage and Hour Laws strictly regulate exempt and non-exempt categories. The preference of one category over another is not at the Club's discretion and will not be used as a means of "promoting" an employee. Employees should not request to be categorized as exempt or non-exempt due to preference nor should managers offer to change an employee's category as a status enhancement.

## WORKER CLASSIFICATIONS

Workers may be classified as introductory, regular full-time, partial full-time, regular part-time, or contract personnel as follows:

- A. **Introductory Employee** – An employee in their first ninety days of employment is considered an introductory employee. Under certain circumstances, the introductory period may be extended.
- B. **Regular Full-Time Employee** - An employee, who regularly works a minimum of forty - (40) hours per week, has completed the introductory period and works year round. Such employees are eligible for a full range of Club benefits.
- C. **Partial Full-Time Employee** – An employee, who regularly works a minimum of thirty-(30) hours per week, has completed the introductory period and works year round. Such employees are eligible for Medical and Holiday benefits.
- D. **Regular Part-Time Employee** – An employee, who regularly works less than thirty-(30) hours per week, has completed the introductory period and works year round. Such employees do not qualify for Company benefits (except as required by law).
- E. **Temporary Employee** – An employee hired for a specified period of time of short duration or hired to complete a particular project or task. Such employees do not qualify for Company benefits (except as required by law).
- F. **Contract Personnel** – An individual who works as an independent contractor.



WORKHOURS,PAYPERIODS,WAGES,OVERTIME,BREAK TIMES,MEAL PERIODS,

A. WORK HOURS

The Club operates year round, 7 days a week to serve the diverse needs of our guests. Therefore, to ensure adequate coverage at all times, departments have arranged a variety of schedules for their employees.

B. PAY PERIODS

The workweek at the Club begins on Monday at 12:00 am and ends on Sunday at midnight. The scheduled payday is every other Friday. If a payday should fall on a Club recognized holiday paychecks will be distributed the preceding business day. If an employee is absent on a payday, it is their responsibility to make arrangements with their supervisor or Human Resources to have the paycheck delivered to them. Otherwise, the paycheck will be held until the employee returns to work. Direct Deposit is offered and recommended by the Club.

If there is a discrepancy in your paycheck, advise your department head immediately. Do not call or go to the payroll department. If your department head is not available, contact Human Resources and assistance will be provided.

The Club is unable to make advances on employee paychecks.

C. WAGES

The Club's policy regarding personnel is to offer a competitive wage structure. Wage increases are given when appropriate and based upon results of performance evaluations and/or employment status change.

D. OVERTIME PREMIUMS

1. Hourly and Non-Exempt

Hourly or non-exempt employees are eligible for overtime premium at one and one-half (1.5) times their base hourly rate under the following conditions:

Overtime work has been specifically authorized by the direct Supervisor in advance or in writing after the fact. More than eight (8) hours are actually worked by that individual in one work day, or more than forty (40) hours are actually worked by that individual in one workweek, not including sick time, vacation, holidays and time off for personal business and other non-work time.

2. Exempt Employee

A salaried exempt employee is not compensated directly for specific overtime hours worked. A salaried employee is paid to accomplish a specific job and his/her salary is based upon the fact that hours in excess of eight (8) per day and/or forty (40) hours per week may be necessary on occasion.

E. BREAK TIMES

Non-exempt employees MUST take a ten (10) minute break near the middle of each four (4) hour segment of each workday.

F. MEAL PERIODS

Non-exempt employees MUST take a meal period of not less than one half hour within the first five and one-half hours of their work schedule. Some employees may be scheduled for a normal one (1) hour lunch period. Employees on a daily work schedule of six (6) hours or less may waive their unpaid meal period by mutual written consent with their supervisor.

GENERAL WORK RULES AND DISCIPLINARY ACTION

A. GENERAL POLICY ADHERENCE

The Club expects all employees to observe certain standards of behavior while at work. These standards are not intended to restrict an employee's legitimate rights, but are for the safety and well-being of all the Club employees. These standards apply equally to all employees.

B. DISCIPLINARY ACTIONS

Disciplinary action may include, but is not limited to any of the following: verbal warning, written warning, suspension with or without pay, or termination of employment. We will look at how severe the problem is and how often it has happened when deciding what disciplinary action to take. The Club reserves the right to enforce these disciplinary

measures, as it deems necessary.

It must be remembered that the Club employs its employees at-will which permits the Club to change the terms and conditions of employment with or without notice, with or without cause, including, but not limited to, termination, demotion, promotion, transfer, compensation, benefits, duties, and locations of work. Accordingly, either the employee or the Club can terminate the employment relationship at any time with or without cause at either party's option with or without notice.

### C. WORK RULES

The following employee work rules are not all-inclusive but, by way of illustration only, are some of the events that could result in discipline up to and including termination. These examples do not alter the employees' at-will status with the Club. Your department head may establish additional rules and regulations he or she feels are necessary for the orderly fulfillment of your department's responsibilities. These also must be followed. Other actions may also result in discipline up to and including termination.

**Grounds for discipline up to and including termination includes but is not limited to the following acts:**

- a. Failure to work on a shift as scheduled or arranging your own shift replacement without the supervisor's permission. Absence without prior notice to the employee's direct supervisor ("No Call, No Show").
- b. Theft (unauthorized removal) or misappropriation (unauthorized storage, transfer, utilization or possession) of Club services (i.e., unauthorized telephone calls, laundry/valet, food and beverage), or guest, co-employee or Club property, including items found on the Club premises. All articles found on Club premises must be turned to your manager.
- c. Falsely stating claims of injury.
- d. Deliberate omission or falsification of information on employment application, time sheets, production or other Club records.
- e. Sleeping on duty.
- f. Reporting for duty or working under the influence of intoxicating liquor, marijuana and/or illegal drugs. Bringing, consuming, possessing, providing, selling, or otherwise using intoxicating liquors, marijuana and/or illegal drugs on Club premises.
- g. Committing any crime which the Club believes is detrimental to the Club and/or its other employees.
- h. Failure to report to work after the expiration of a leave-of-absence.
- i. Insubordination, refusal or inability to comply with reasonable instructions of supervisors or department heads. If your supervisor requests you to do something with which you disagree, always follow the instructions at the time and then discuss it later at an appropriate time and location.

However, this excludes obedience to demands constituting discrimination, sexual harassment or illegal conduct.

- j. Unauthorized use of Club telephone or property and/or guest facilities.
- k. Entering the Club more than 7 minutes before your shift begins or leaving the Club more than 7 minutes after the end of your shift without the permission of your department head or supervisor. Entering or presence in non-public areas within the Club premises without authorization or just cause.
- l. Not properly safeguarding the keys, which have been entrusted to you and any violation of the key control procedures.
- m. Altering or falsifying a guest check or credit voucher or forging tips through guest checks.
- m. Refusal or inability to comply with Club rules, policies or procedures.
- o. Interference or hindrance with shift schedules.
- p. Poor job performance, including unsatisfactory attitude that detracts from job performance or the efficient operation of the Club.
- q. Violation of the Club's harassment policy.
- r. Loitering and loafing on duty.
- s. Failure to report for duty without a bona fide excuse and proper notification to your supervisor.
- t. Failure to comply with established safety and health rules and safe work procedures or engaging in any conduct that creates a safety hazard.
- u. Failure to follow grooming and appearance standards.
- v. Failure to report a workplace accident immediately. If you are injured on the job, you must immediately report this to your supervisor or Human Resources Manager.
- w. Disorderly conduct on the Club premises, including fighting, horseplay or other action that endangers others or Club property.
- x. Offensive or disruptive behavior, including threatening employees, using abusive or vulgar language, interfering with others in the performance of their duties, or acting in an immoral or indecent manner on Club property, or while off the Club premises in performance of Club duties.
- y. Unauthorized disclosure, discussion, removal or use of Club confidential, information, trade secrets, investigational matters or other proprietary information (including information contained in personnel records).
- z. Unauthorized distribution of literature, posting of notices or signs on Club, premises, fundraising, selling lottery tickets or merchandise, or soliciting donations or any other type of money raising on Club premises or during working times in working areas, unless specifically authorized by the General Manager.
- aa. Solicitation of other employees for any purpose or organization during working times (of either the solicitor or the employee being solicited) in working areas.
- bb. Refusal to allow security checks and package inspections.
- cc. Reading books, magazines, or newspapers while on duty, except where required in the line of duty.

- dd. Dishonesty, including but not limited to intentionally not providing full and truthful information when requested by management.
- ee. Gambling on Club premises.
- ff. Bringing, discharging, and/or possessing unauthorized firearms or other weapons on Club property or while off Club Property in the performance of Club duties.
- gg. Giving or taking a bribe or "kickback" of any nature.
- hh. Misappropriation of Club funds or failure to handle funds in accordance with Club guidelines.
- ii. Irregular attendance including excessive absenteeism, tardiness and/or unexcused absences.
- jj. Disloyalty to the Club, including but not limited to, slandering the Club, or acting in such a manner that could damage the Club's reputation.
- kk. Unauthorized attendance at guest functions and/or in guest areas, or on the premises including golf course, dining rooms, conference rooms, private rooms, ballroom, guest restrooms or lounges. No unauthorized social contact will be permitted at any time with Club guests.
- ll. Discourteous or inappropriate conduct with guests.
- mm. Using guest restrooms or any guest facility except when specifically required by job functions or authorized by management.
- nn. Gum chewing, eating or drinking in any public area of the Club.
- oo. Soliciting gratuities from guests or commenting on the amount of a gratuity.
- pp. Smoking, in any building or anywhere on the property other than in designated smoking areas.
- qq. Intentionally destroying or damaging Club property or the property of other employees.
- rr. Being the subject of excessive garnishments or other actions against the payroll, which involve the Club in the possibility of legal action, as allowed by law.
- ss. Leaving work without permission.
- tt. Performing activities other than Club work during working hours.
- uu. Carrying unauthorized passengers during working time.
- vv. Engaging in relationships with other employees which may be considered a conflict of interest or create problem of supervision, safety, security or morale.
- ww. Engaging in behavior that is offensive to other employees, including distributing or displaying offensive materials.

Deleted:

### CONFLICT OF INTEREST

Employees are expected to work for the best interests of The Club at all times. Each employee has an obligation to avoid any activity, agreement, business investment or interest, or other situation which could be construed as a conflict with the Club's best interests or give the appearance of taking money, merchandise or services from a guest or vendor for personal gain (other than reasonable tips for good service when offered by a guest).

Good judgment will prevent the possibility of a conflict of interest arising. However, if you are considering any activity or transaction, which might cause the appearance of a conflict between personal and Club interests, information about that potential conflict must be disclosed in advance in writing to the General Manager.

Contact your supervisor or Human Resources if you have any questions regarding this matter.

### DUAL EMPLOYMENT

The Club full-time employees are expected to make their employment at the Club a priority over any other employment or self-employment. All employees must submit a written request to your supervisor in order to ensure that a conflict of interest will not arise. Such employees may not accept other employment or self-employment without specific prior approval of your supervisor.

### EMPLOYMENT OF RELATIVES

Relatives of employees may be hired and may be prohibited from working in the same department or with any supervisory influence over the other. Certain positions normally may not be held by relatives because of the scope of knowledge and influence involved and the potential for conflicts of interest. A relative is your spouse, or registered domestic partner, and anyone related to you or your spouse or registered domestic partner, such as parent, child, grandparent, grandchild, brother, sister, aunt, uncle, nephew or niece.

### TIME CLOCKS

Time clocks are provided for hourly employees to record the number of hours you work each day. Please check with your Supervisor to determine which clock you are to use. It is mandatory that all hourly employees punch in and out each day that they are working. You are to report to work to your Department on time when scheduled. You should punch in at least three minutes, but no more than seven minutes, before your shift is scheduled to begin. You are to punch out as soon as your shift is done.

Any employee who clocks in or out at any other time, who deliberately falsifies working time or who clocks in or out for another employee is subject to disciplinary action up to and including termination. Any supervisor who falsifies working time for an employee is subject to disciplinary action up to and including termination.

If you cannot clock in or out or there is an error due to a malfunction of the clock, notify your Supervisor immediately and he/she will make the adjustment.

You must sign your time sheet at the end of every payroll period. This verifies that you actually worked the hours punched on the clock and no others. If you do not sign your time sheet, your paycheck may be delayed that week.

Rest periods are with pay and are not recorded on the employee's time card. Meal periods are without pay and should be recorded. Under no circumstances is any hourly employee to work "off the clock". If anyone asks you to do so, please advise management immediately.



## ABSENTEEISM AND TARDINESS

Employees who do not report for work on time, or who miss all or part of a day's work, place an extra burden on their fellow employees as well as the Club. In order to avoid that unfair burden on others, we will follow these guidelines regarding absences and tardiness for exempt and non-exempt employees who have completed the Introductory Period:

- 1) Employees who are repeatedly tardy and/or repeatedly absent for reasons other than military, jury or approved medical, FMLA or personal leave of absence may receive disciplinary action up to and including termination. This applies regardless of whether some or most of the absences are excused.
  
- 2) In addition, a "no show, no call" to your immediate supervisor on a day you are scheduled to work, any falsification or other serious violation of your attendance obligation to your fellow employees and the Club, is grounds for disciplinary action up to and including termination.

This policy should present no problem for any employee who is making a diligent effort to maintain a good attendance record.

## CALL-IN PROCEDURES

If you find it necessary to be absent from work you **MUST** follow this specific reporting procedure. First, call your supervisor at the beginning of the first day of absence with a full explanation of the reason and expected duration.

Then, unless other arrangements have been made through the supervisor, call again, at or before your normal starting time, every day during the absence. Failure to call on any day will classify your absence as unexcused and will be grounds for disciplinary action up to and including termination.

If your supervisor is not available to receive your call on any day of your absence, leave a voice mail message on your supervisor's phone and try calling again during business hours. You **MUST** take personal responsibility to notify **BOTH** your supervisor and Human Resources (extension 212). If Human Resources is not available to receive your call you **MUST** leave a message. If you find it necessary to leave work before your shift ends, you must first obtain authorization to leave from your supervisor.

The Club may request reasonable verification of your stated reason for being tardy or absent. Falsification or failure to provide requested verification is grounds for disciplinary action up to and including termination.

If you miss a scheduled shift without calling in, the Club may treat your absence as a voluntary abandonment of your job, and terminate your employment.

## **OPEN DOOR POLICY**

Relationships can often suffer because people fail to communicate with each other. The Club believes that work-related problems, questions, or complaints can best be resolved by frank and prompt discussion between the employee and management. If an employee has a work related issue which needs resolution, the employee should discuss the issue privately with his or her immediate supervisor. If the matter is personal in nature and the employee does not feel comfortable discussing the matter with his or her immediate supervisor, the employee should discuss the matter with the next level of management up to and including the President of the Club. Employees shall be able to address employment related issues with management without fear of retribution.

## **UNIFORMS AND PERSONAL APPEARANCE**

### **A. UNIFORMS**

Employees who are issued a uniform are responsible for complying with the Club's uniform policy.

### **B. PERSONAL APPEARANCE**

Departure from conventional Club attire or personal grooming is not permitted, regardless of the nature of the job performed.

- (1) Every employee has some contact with the public and therefore represents the Club in appearance as well as by actions. The properly attired employee helps to create a favorable image for the Club. Accordingly, personal appearance shall be governed by the following standards:

Good hygiene and grooming practices are required. A daily bath or shower is a necessity and all employees should report to work freshly bathed. Keep in mind you may be going from a hot kitchen to an air-conditioned restaurant. Body temperatures will change quickly and body odors are offensive. Remember, there is no substitute for good deodorant. Bad breath is also offensive and mouthwash should be used in addition to brushing teeth.

Good hygiene and grooming practices are required. Fingernails and hair must be clean and neatly trimmed at all times.

Beards and un-trimmed sideburns are not permitted. Mustaches must be neatly trimmed. Men's hair should not exceed collar length and must be conservatively styled.

Visible body piercing is not permitted for men or women, or ear jewelry for men.

Hair must be neatly arranged and kept from covering eyes, and must be covered or restrained where required by health code.

If a nametag is issued, the employee must wear theirs at all times while on duty.

All employees are expected to report to work in clean, neatly pressed clothing, clean shoes and clean personal appearance.

Female employees who are not required to wear a uniform may wear suits, dresses, skirts or slacks with blouses or sweaters. "Mini" skirts are not permissible. Revealing clothing does not portray a professional appearance and will not be allowed.

No blue jeans or jeans of any color are permitted. Denim outfits resembling blue jeans and jean skirts are also unacceptable. No strapless or backless garments may be worn. Females must wear the proper undergarments, including a bra and a full or half-slip where necessary, depending on the sheerness of the outer garment.

**Jewelry:** For safety reasons, jewelry should be kept to a minimum. Acceptable jewelry for service employees is a wristwatch and a total of three rings. Female service employees are allowed to wear one pair of small earrings (no larger than a dime).

**Tattoos:** Exposed tattoos are not allowed on any employees.

- (2) Supervisors have the responsibility to decide when an employee's appearance is unacceptable. Accommodations to this policy for religious, medical, or other personal reasons may be made at the sole discretion of management and if discussed with your Supervisor. In the event of an unacceptable appearance, the Supervisor may request that the employee return home to change or take an appropriate corrective action. The employee generally shall not be compensated for any such time away from work, and repeated violations of this Policy will be cause for disciplinary action up to and including termination.

#### MISCELLANEOUS

##### A. CLUBHOUSE STAFF BREAK ROOM

For the purpose of control, the break room must remain for use of Club employees only. Your department head must clear any exceptions to this rule in advance. In addition, all employees must adhere to the rules posted in the lunchroom concerning its use.

##### B. LOCKERS

Those employees issued lockers are obligated to keep them clean and use them for storage of a change of clothing only. Lockers are not the areas for storage of valuables. Lockers are the property of the Club and, for security purposes, subject to inspection by management, and you have no reasonable expectation of privacy with respect to your locker. Unauthorized materials such as alcoholic beverages, weapons, Club property and illegal drugs are prohibited. The Club is not responsible for lost or stolen property.

D. GIFTS

Gifts from guests of the Club of a value exceeding \$25.00 are not to be accepted by employees of the Club unless approved in writing by the Department Head. No employee shall accept any gift from any vendor. If you should need more information on this policy please review the conflict of interest policy in the handbook.

E. PERSONAL PROPERTY

No backpacks or other bags are to be brought into the Clubhouse by employees. If an employee finds it necessary to bring any bag into the clubhouse, they must leave it (at their own risk) in a locker in the employee lounge. For security purposes, employee property may be subject to a search.

F. BULLETIN BOARDS

The Club provides bulletin boards in order to keep our employees informed on a variety of subjects. Only authorized personnel are permitted to post, alter or remove anything on these boards. Unauthorized materials will be removed.

G. SOLICITATION/COLLECTIONS/DISTRIBUTIONS

In order to avoid disruption of Club operations, employees of the Club and outsiders not employed by the Club may not solicit or distribute literature at any time for any purpose during working times in working areas. Non-employees may not solicit or distribute at any time on the premises, including any parking areas, which may be Club property.

Working time includes the working time of both the employee doing the soliciting and distributing and the employee to whom the soliciting or distributing is being directed. Working time does not include break periods, meal periods, or any other specified periods during the workday when employees are not engaged in performing their work tasks.

I. SMOKING POLICY

The Club has established a non-smoking policy inside any and all of its buildings. The Club permits smoking in outside designated areas only. Employees who smoke in non-smoking areas may be subject to disciplinary action up to and including termination.

**IF YOU LEAVE EMPLOYMENT**

**Clearance Process**

- a. Clearance of desk, locker.
- b. Return of all items in employee possession such as nametags, locker keys, any property keys, cell phones, radios, uniform, records, manuals, etc. to your Department Head.

- c. Settling of any outstanding accounts.

### RESIGNATION POLICY

When an employee decides to leave for any reason, his/her supervisor and Human Resources would like the opportunity to discuss the resignation before final action is taken. The Club often finds during such a conversation that another alternative may be better. If, however, after full consideration the employee decides to leave, it is requested, but not required, that the employee will provide the Club with a written two-week advance notice period (bear in mind that vacation days or personal days may not be included in the two-week notice period). Generally, the employee must work throughout the notice period. If, as sometimes happens, the employee's supervisor believes it advisable for the employee to leave prior to the end of the employee's two-weeks notice, the employee may be paid for the remainder of that period.

### POST RESIGNATION/TERMINATION PROCEDURES

In order to receive a disbursement of any amounts due from the 401(k) Retirement Plan, the employee is required to complete and sign a distribution form, which can be obtained from Human Resources. Specific information will be provided at the exit interview.

Employees may choose the continuation of medical benefits under COBRA. Human Resources will provide specific information at the exit interview.

Benefits (Life and Medical) end on the last day of the month in which the employee's last day of employment falls. An employee has the option to continue Medical Benefits in accordance with The Consolidated Omnibus Budget Reconciliation Act ("COBRA") and regulations.

Employees leaving the Club must return all Club property, including office keys, club credit cards, name tags, access cards, files, records, manuals, equipment, etc., on or before their last day of employment. If an employee is terminated or has given more than 72 hours notice of his/her intent to leave then the employee will be handed their last paycheck when they leave. Employees giving less than 72 hours notice will be able to pick up their paychecks the following day or request that it be mailed.

### SECURITY

#### A. INFORMATION -

All financial, contract, production, and administrative records and information of the Club and guests are confidential. Each employee is responsible for making certain that information under his/her control is appropriately safeguarded. An employee will not provide or disclose office or guest information to third parties unless it has been determined that the party has a legitimate right to know and your Supervisor has approved the request.

Authorization by the General Manager must be obtained before written contact is made of any guest, client, purveyor, or vendor (current or prospective).

Any uncertainties should be cleared with the General Manager before such information is provided.

B. CONFIDENTIALITY -

No employee shall, during the term of his/her employment or thereafter disclose to others or uses, except as authorized by the General Manager, any of the Club's confidential, technical, or other business information. "Confidential, technical or other business information" shall mean any information, including lists of the Club's vendors, which the employee has used, learned or contributed during the course of his/her employment, regardless of whether it was written or in other tangible form that (i) is not generally available to the public; or (ii) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use.

Confidentiality with respect to the personal life and/or business affairs of the Trump family is covered in detail in the "Employee Agreement of Confidentiality". Each employee is provided with a copy of this agreement and required to accept and sign it as a condition of employment.

C. FACILITIES -

Access to non-public areas of the Club facilities will be limited to parties with a legitimate reason to be there. Employees are not permitted to have visitors on the premises unless the employee's supervisor has made special arrangements. Each employee should feel comfortable in politely confronting an unknown individual who appears suspicious or in need of direction.

An essential element of the security procedures of the Club is the key control process. As such, employees who have access to Club keys must recognize the importance of properly safeguarding the keys, which have been entrusted to them.

In the event of a breach or threatened breach by the employee of provisions A, B or C of this section, the Club shall be entitled to an injunction restraining the employee from disclosing or using, in whole or in part, such information or from rendering any services to any person, Club, corporation, association, or other entity to whom such information, in whole or in part, has been disclosed or is threatened to be disclosed. Nothing herein shall be construed as prohibiting the Club from pursuing other remedies available to the Club for such breach or threatened breach, including the recovery of damages from the employee.

D. GUEST PRIVACY -

Employees are prohibited from revealing any personal or business information about a Guest.



E. REPORTING CRIME -

The Security Department attempts to control crime and provide a safe operation. Due to the enormity of the Club, they cannot be everywhere at once, and your help is needed. Follow these simple security measures:

- 1) Notify Security of any suspicious person.
- 2) If you are a witness to a crime, relate to security as much specific detail as possible, including a description of the individual and the nature of the crime.

F. MEDIA -

We are contacted daily by the media (television, radio, newspapers, magazines, wire services). They want to know what is happening at the Club and they want comments for their articles or newscasts. It is important that no Club employee other than the General Manager comment to the press on the Club or its guests.

INSPECTIONS

The Club respects its employees' right to privacy. However, for security purposes, we maintain the right to inspect certain access and personal belongings.

Each employee agrees, as a condition of continued employment, to allow management to inspect employee personal property on our premises. Any package brought into or taken out of our premises may be inspected. Our premises and equipment, including Club vehicles, lockers and desks, are subject to inspection at any time. No employee has a reasonable expectation of privacy with respect to any such areas.

Refusal to cooperate in an inspection or search will be considered a violation of your terms of hire and insubordination.

INTERNAL INVESTIGATIONS

From time to time the Club may be required to conduct internal investigations pertaining to security, auditing or work-related matters. Employees are required to cooperate fully with and assist in these investigations if requested to do so.

Whenever necessary, in Management's discretion, employees' work areas (i.e., desks, file cabinets, etc.) and personal belongings (i.e., brief cases, handbags, etc.) may be subject to a search for security purposes. Employees are required to cooperate.

Management will generally try to obtain an employee's consent before conducting a search of work areas or personal belongings, but may not always be able to do so.

## USE OF CLUB'S COMPUTER SYSTEM AND SOFTWARE PROGRAMS

### A. GENERAL

The Club has invested a large sum of money in its computer system and software programs. The information in the computer system represents much work by many employees and is an important component of the Club. In order to protect this valuable information, no employee is allowed to bring to work any computer games, hardware, programs or software which is not licensed and registered under the Club name, or install or otherwise use any such items unless they have been approved in advance, in writing, by the General Manager. The reason for this is simple. Outside programs may contain viruses, which can disrupt or destroy our computer system. Even if you are sure that the program you bring does not contain a virus, and that it would not damage our computer system, you are not to use any outside program without written advance approval of the General Manager. If software programs are not properly registered, there may be criminal and civil penalties for their use.

In addition, the Club has noted that some computer programs also contain games or programs, which are not related to the work of the Club. These programs are not to be played by any employee at any time during the workday. Only computer programs that are directly related to the work of the Club are to be used on Club computers.

The Club has access to the Internet. The Internet may be accessed only for authorized work purposes. There is to be no "surfing" by any employee at any time.

The Club strictly prohibits the use of its computer system to disseminate any material in violation of the Club's policy against harassment, or to access non-work related web pages, sites or material.

No employee is authorized to download or remove any information from the Club's computer system without the express advance permission of the appropriate supervisor. (See the Club's policy on security.)

### B. VOICE MAIL

The Club utilizes a voice mail system, which allows callers and employees to leave voice messages. The Club reserves the right to monitor and review all messages left on the voice mail system at any time. All voice messages should be confined to business or work-related matters.

### C. TELEPHONES

Telephone Calls - Personal calls are prohibited, except in an emergency, since it interferes with the flow of business. Employees on duty are not allowed to use the public phones in the lobbies or any guest areas. A phone is furnished inside the staff break room for employee use during breaks or lunch. Only management staff is permitted to use cell phones while on duty.

#### D. RIGHT TO INSPECT

No employee is to have an expectation of privacy with regard to any voice mail messages, email or computer files, and the Club has the right to monitor and review these electronic and computer systems at any time.

#### SAFETY AND HEALTH

The Club's goal is to provide a safe and healthy environment for employees. Each employee is expected to comply with all safety and health requirements whether established by management or by federal, state or local law.

"Legal drugs" are those prescribed by a physician or over-the-counter drugs, which are legally obtained by the employee and used for the purpose for which they were prescribed and sold. Even such legal drugs may affect the safety of the employee or co-workers or members of the public. Therefore, any employee who is taking any legal drug which might impair safety, performance, or any motor functions, must advise his or her supervisor before reporting to work under such medication. If the Club determines that such use does not pose any safety or customer service risk, the employee will be permitted to work.

The Club does not expect any employee to take unnecessary risks. Study the job assigned to you and learn the safety rules of your department. In everything you do, make sure that you have observed every reasonable safety precaution.

Most accidents are simple and common, such as slips, falls, cuts, burns, sprains and strains. They are easy to prevent. Observation of the following general rules will prevent many employee accidents:

1. Report all injuries at once to your supervisor.
2. If you are not sure how to do a job safely, ask your department head.
3. Horseplay and practical jokes are prohibited.
4. Put equipment away after use. Don't block passages.
5. Broken chairs, loose and worn carpeting, missing lights and other equipment needing maintenance may cause accidents. Report these along with any other safety hazard at once to your department head.
6. Wear the right clothing for the job.
7. Show other employees the safe way to do the job.
8. If the load seems too heavy to lift safely, get help. When lifting any load, follow the safe lifting practice listed below:
  - a. Be sure you can handle it alone. If not get help.

- b. Face the load squarely.
  - c. Secure a firm footing with your feet properly spread.
  - d. Bend your knees.
  - e. Get a grip on the load.
  - f. Keep a straight back and lift by straightening your legs gradually not suddenly.
  - g. Keep the load close to your body.
  - h. Don't twist your body.
9. Do not carry a load so that it will block your vision. Make sure you can see where you are going.
  10. Avoid slippery, wet or greasy floors. Clean up wet or greasy spots as they occur.
  11. Use a ladder to reach things that are up high. See that the ladder is firmly placed. While on the ladder, don't reach too high or too far to one side.
  12. Place broken glasses, dishes, etc., in special receptacles designated for this purpose.
  13. Do not operate equipment unless properly trained and specifically instructed to do so by your supervisor.

All accidents occurring on the Club's premises or to Club employees, regardless of whether they result in an injury, must be reported immediately to your supervisor. The Club is required to report all work-related injuries as soon as possible. If you are too seriously injured to describe the facts surrounding the accident, it is the responsibility of the supervisor to supply the information to Human Resources.

We all do the best job we can to prevent accidents and injuries at home and at work. If you spot a safety hazard on the job, report it to your supervisor immediately. Workers' Compensation is provided by the Club to pay an employee partial compensation if he or she loses time due to a work-related accident.

If a guest has an accident, you should see that he or she is comfortable and then immediately notify your supervisor, department head, General Manager and the Security Department. Any property damage due to accidents should be reported in the same manner.

### WORKERS' COMPENSATION

The Club is covered under statutory state Workers' Compensation Laws. Should you sustain a work-related injury, you must immediately notify your department supervisor and Human

Resources. Should your injury require the attention of a doctor, you should go to the nearest clinic designated by our Workers' Compensation Insurance Carrier.

### HAZARD COMMUNICATION - RIGHT TO KNOW PROGRAM

The Occupational Safety Hazard Administration (OSHA) requires all employees be provided with information of all potentially hazardous substances used in the course of our daily business.

The location of these documents (Material Safety Data Sheets) is in the office of the Golf Superintendent.

### **EMERGENCY PROCEDURES:**

Adhere to the following procedures in emergency situations:

#### **FIRST AID**

Call 911, the emergency phone number, if required. If an accident or illness should occur, no matter how slight, notify your manager or supervisor immediately so that appropriate medical treatment can be administered. With the number of reported AIDS cases continuing to rise, it is imperative that employees take extreme care in case of an accident, both on and off the job. The transfer of any body fluid (blood, saliva, urine, etc.) may pass on the AIDS virus. Use caution to avoid contact with these body fluids. **Each first aid kit contains plastic gloves, please be sure to use them.** If this is not possible, use a strong disinfectant, such as Lysol or liquid bleach, to clean up afterwards. On the job injuries will be handled in accordance with the Workers' Compensation laws. Any employee who is injured while on the job must notify the personnel department immediately to be eligible for coverage provided under the Workers' Compensation Act. As part of our Drug Free Work Place, you may also be required to submit to drug testing if you are injured on the job.

#### A. FIRE -- In case of fire or smoke: STAY CALM

1. Pull fire alarm
2. Dial 911 and give location of fire, remain on the phone to give additional information as required.
3. When the fire department arrives, direct them to the location.
4. Remember, most people die from smoke and poisonous gases. Stay low to the ground if there is any smoke at all. If you encounter smoke or fire at lower levels, turn around and walk up to clearer air, or use another exit.
5. Be certain to follow instructions of the fire department in order to ensure the safety of all guests and employees.

B. BOMB SCARE OR WARNING

You all know your own work areas, and are usually aware of any unfamiliar items. A bomb may be concealed in a variety of items such as a length of pipe, small parcel, and suitcase or paper bag. When a suspicious item is discovered, DO NOT TOUCH and report immediately to your manager or security.

C. GUEST ILLNESS

1. Find a manager and report the situation.
2. If no manager is available find another employee to stay with the ill guest. Find a phone and dial 911 and describe the situation and your location. Remain on the phone to give additional information as required until the emergency operator advises you otherwise. .
3. When the paramedics arrive, direct them to the location.

The most important thing to remember in an emergency is

**DO NOT PANIC!**

**EMPLOYEE BENEFITS AND PROGRAMS**

As a regular full-time or partial full-time employee you will enjoy an excellent benefits package, which is designed to help protect your health, and plan for your future such as:

- Group Medical
- Dental Insurance (optional and paid for in its entirety by the employee)
- Group Life Insurance
- 401(k) - After one full year of continuous employment
- Vacation (regular full-time only)
- Sick Time (regular full-time only)

For information relating to the cost of such benefits, eligibility requirements, etc. please contact Human Resources.

**The Club reserves the right to change or cancel any or all of these benefits at any time with or without notification except as required by law.**

**GROUP MEDICAL AND DENTAL COVERAGE**

As a regular full-time or partial full-time employee, you will be eligible for medical and dental coverage under our group insurance plans. You are eligible for coverage the first of the month



following 90 days of employment. The details of this plan will be provided to you when you become eligible.

Part-time employees who become full-time employees are eligible for group medical insurance coverage the first of the month following 30 days of transfer to full-time employment.

### COBRA

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Club's health plan when a qualifying event would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and dependent child no longer meeting eligibility requirements. The Club provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under The Club's health insurance plan. The notice contains important information about the employee's rights and obligations.

### HIPPA

HIPAA Special Enrollment (Federal Register Section 54.9801-6T) - The special enrollment rights apply without regard to the dates on which an individual would otherwise be able to enroll under the plan. Special Enrollment periods are to apply to you and/or your spouse and/or your child/ren if you have a new dependent as a result of marriage, birth, adoption or the placement for adoption. Under these rules, a group health plan is required to provide a special enrollment period for these individuals should they request enrollment within 30 days after a special enrollment event has occurred.

HIPAA Special Enrollment for Declining Enrollment - If you are declining enrollment for yourself or your dependents (including your spouse) and you state in writing that you and/or your dependents have coverage under another group health plan or health insurance coverage as the reason for declining to enroll, then special enrollment-rules may apply to you and/or your spouse and/or your child/ren in the event you and/or your dependents have lost this other coverage due to the loss of eligibility.

HIPAA Annual Open Enrollment - Your plan may offer an Annual Open Enrollment giving you the opportunity to enroll yourself and/or your dependents if you have previously declined/waived coverage for you and/or dependents. Request additional information and forms the Human Resource Department.

### SECTION 125 PLAN

For the benefit of our employees, we have in place a Section 125 Plan. This allows employees who contribute toward the cost of their health insurance to pay on a pre-tax basis. This has the potential to reduce actual out-of-pocket costs by 20% or more, depending on your particular tax bracket. Election forms for the 125 Plan are available every plan year renewal, and you must maintain this election for one full year. There are certain changes in family circumstances that

the IRS will consider as valid reasons to make mid-year plan changes. You may request additional information on plans eligible for pre-tax contributions from the Human Resource Department.

### GROUP LIFE INSURANCE

The Club offers regular full-time and partial full-time employees an employer-paid basic group term life policy. This becomes effective the first of the month following 90 days of employment.

Part-time employees who become full time employees are eligible for group life insurance coverage the first of the month following 90 days of transfer to full-time employment.

### 401(k) RETIREMENT SAVINGS PLAN

The Club offers its employees the opportunity to save funds toward retirement on a tax-deferred basis. Eligible employees may participate at the beginning of the month following one year of employment with Trump National Golf Club, completing a minimum of 1,000 hours of work and be at least twenty-one (21) years of age. The Club will make matching contributions in an amount equal to 40% of your compensation contributed to the Plan but subject to a maximum of 7% of compensation. Employer matching contributions must be made within prescribed legal time limits and are subject to the vesting provisions of the Plan.

### ERISA

As a participant of The Club's plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan members shall be entitled to: Examine all plan documents, at the plan administrator's office, without charge. This includes insurance contracts and copies of all documents filed by the plan with the U.S. Department of Labor. Examples of this include detailed annual reports and plan descriptions. You may obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies. You may receive a summary of the plan's financial report. The plan administrator is required by law to furnish each member with a copy of this summary annual report. In addition to creating rights for plan members, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan members and beneficiaries. No one, including your employer, may terminate you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for denial. You have a right to have the plan reviewed and your claim reconsidered.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

## VACATION POLICY

After a waiting period of six (6) months, Regular full-time employees begin to accrue vacation. No vacation is accrued by any employee during the first six (6) months of employment.

After the first six (6) months of employment and up until one (1) year of employment, eligible employees will accrue paid vacation at the rate of 3.08 hours for each pay period in which the employee worked or is paid.

Beginning in year two (2) of employment, eligible employees will earn two weeks of vacation (80 hours) accrued at the rate of 3.08 hours for each pay period in which the employee worked or is paid. This will continue until the completion of five (5) years of continuous employment.

Beginning in year six (6) of employment, eligible employees will earn three weeks of vacation (120 hours) accrued at the rate of 4.62 hours for each pay period in which the employee worked or is paid.

<u>Summary Years of Service Completed</u>	<u>Vacation Days</u>	<u>Pay Period Accrual Rate</u>
First year	5 days per year	3.08
Two (2) – Five (5) years	10 days per year	3.08
Six (6) and more years	15 days per year	4.62

### EXAMPLE:

Employee is hired August 1, 2000

Beginning February 1, 2001, the employee begins to earn 3.08 hours of vacation time for each pay period in which the employee worked or was paid.

From February 1, 2001 to December 31, 2001, the employee will have earned nine days of vacation for calendar year 2001.

Vacation request forms signed by the employee, approved by the Supervisor and General Manager must be submitted, to Human Resources prior to leaving for vacation and will be paid on that period's regularly scheduled payday.

Eligible employees are not permitted to use accrued vacation until they have completed one year of employment.

Employees are encouraged to take all of their vacation in the year that it is earned. Employees who do not use all of their accrued vacation during the accrual period will be permitted to carry forward their vacation, subject to the following accrual cap: an employee may accrue a maximum of 1.5 times the employee's annual accrual or twenty (20) days of vacation, whichever is greater. If an employee reaches the maximum vacation accrual cap, vacation accruals will cease until such time as the employee takes sufficient vacation to fall below the cap.

Partial full-time, regular part-time and temporary employees are not eligible to earn vacation pay.

The Club may schedule vacation at certain times because of seasonal or other operational reasons, but will try to accommodate employee requests. Vacation requests are to be submitted to your immediate supervisor as early as possible but at least one (1) month prior to the desired vacation date, and are subject to approval of your Department Head. An effort will be made to schedule vacations to meet employee requests as long as it does not interfere with the operational needs of the Club.

If vacation requests are in conflict between two or more employees within a department, the priority will be based on seniority so long as the senior employee's request was received in a timely manner and before the other employee's vacation request was approved. Otherwise, the earliest request will normally be honored.

No payments in lieu of time off are permitted unless agreed to by the General Manager.

#### SICK TIME POLICY

Each regular full-time employee begins earning sick leave benefits at the beginning of their employment at the rate of 1/2 day for each month worked (accrues at 1.846 per pay period). However, the employee may not begin using this benefit until their six-month anniversary date. Employees may accrue up to 6 days sick leave in a year. Sick leave accrual ceases at a maximum of 6 days.

Employees may use sick leave benefits only for a bona fide illness, injury, or medical inability to work or to attend the illness of a child, spouse, or registered domestic partner of the employee. ALL employees exempt and non-exempt must follow the proper call-in procedures and submit a sick pay request form in order to receive paid sick leave. If you are absent due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the company may be required before sick pay will be given. If there is reason to believe that sick leave has been misused, sick pay may not be awarded. The Company does not provide pay in lieu of unused sick leave, upon termination or otherwise.

#### EXAMPLE:

Employee is hired February 15, 2001

After July 15, 2001 (completion of 6 months of employment) the employee will be eligible to use his or her sick time

Employee is out sick on August 17, 2001

Employee is eligible to use one day of the employee's total of three and one half (3-1/2 days) of sick time

You may also use up to two (2) of your six (6) days for certain other personal reasons, but approval from your Manager must be obtained in advance.

Partial full-time, regular part-time and temporary employees are not eligible to earn sick leave benefits.

### **HOLIDAYS AND HOLIDAY PAY**

An important part of the employee benefit program is paid holidays for employees. Only partial full-time and regular full-time employees are eligible for holiday pay.

The Club recognizes 7 days during the year as Club Holidays. To be eligible to receive these Holidays as paid holidays, you must complete 90 days of continuous employment.

New Years Day

Martin Luther King Day – Floating Holiday – Subject to substitution by your Manager

Memorial Day

July 4th

Labor Day

Thanksgiving Day

Christmas Day

The following conditions apply to the payment of holiday pay:

1. If you are scheduled to work on a holiday, you are paid for the holiday in addition to the hours worked unless the supervisor designates another date.
2. If you are not scheduled to work on the holiday, you receive eight hours pay at straight time for the day.
3. You must work your regularly scheduled hours on the day before and the day after the holiday in order to be paid for the holiday. If you are sick the day before or the day after the holiday, you are not entitled to holiday pay. The only exception is if you are on vacation. In this case, you receive holiday pay for the holiday and it will not count as a vacation day.
4. You are not paid for the holiday if you do not report to work on the holiday if you are scheduled to do so.
5. Exempt employees are not paid additionally for the holidays, but receive their normal pay for the day, whether they are asked to work on the holiday, or not. Because the Club is generally open on holidays, the Club may require certain employees to work on a designated holiday. Under those circumstances, the Club may designate an alternative day off, which must be taken within 30 days. The immediate supervisor is responsible for electing alternate dates for holidays. The Club retains the sole discretion to determine who must work the holiday and whether an alternative day off is granted.

### **BEREAVEMENT LEAVE**

In the event of a death in an employee's immediate family, the Club will allow a maximum of three (3) days off with pay for funeral related leave. Immediate family includes spouse,



registered domestic partner, child, mother, father, brother, sister, grandparent, grandchild, aunt, uncle, daughter-in-law, son-in-law, mother-in-law, father-in-law, stepchild, and stepparent.

When a death occurs, notify your supervisor at once with all of the details, including the family member who died and where the funeral will take place. The supervisor should notify Human Resources of the reason and length of the employee's absence.

### **JURY DUTY**

An employee summoned for jury duty will be compensated in the following manner only if he/she notifies his/her supervisor and provides him/her with a copy of the summons.

During the jury leave, the employee will be paid the difference between jury compensation and the employee's regular pay for up to three days. You must report to work on any day in which you are excused from jury service at a time when there are three (3) or more hours remaining in your daily scheduled shift.

NOTE: If the jury duty falls at a time when the employee cannot be away from work, the court may allow the employee to choose a more convenient time to serve if he/she makes a request in accordance with the court's procedure.

### **MILITARY LEAVE**

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, a member of the National Guard, a member of the Reserves or Public Health Service will, where a specified period of active or reserve duty is mandatory, be granted an unpaid leave of absence in accordance with applicable law.

Upon receipt of orders for active or reserve duty, the employee should notify his/her supervisor, as well as Human Resources immediately and he/she must submit a copy of his/her orders to his/her supervisor and Human Resources.

### **PREGNANCY RELATED LEAVE**

In accordance with the requirements of state and federal law, an employee affected by pregnancy, childbirth, or related medical condition may take an unpaid leave of absence for the period during which the employee is disabled on account of pregnancy, childbirth, or related medical conditions as defined by a physician not to exceed four (4) months. Additionally, if the healthcare provider certifies a transfer to lighter duty, the Club will attempt to provide light duty if possible. Upon return from the leave of absence, the employee will be returned to her same position; however, in certain circumstances, a reinstatement may be impossible. Such circumstances may include being in a layoff situation, a plant closure, or if the employee's absence would substantially undermine the Club's ability to operate the business safely or efficiently. The employee may utilize any accrued vacation leave or sick leave during this period of time. An employee will not be entitled to holiday pay and will not accrue additional vacation or sick time when on a maternity leave of absence.



An employee who qualifies for leave on the basis of pregnancy, childbirth, or related medical condition may, if eligible, combine such leave with family medical leave, for total leave of up to seven (7) months. However, if an employee combines such leave, the Club will continue to pay for the employee's medical coverage only during the period of qualified family medical leave (a maximum period of twelve (12) weeks).

#### FAMILY MEDICAL AND PERSONAL LEAVE OF ABSENCE

In accordance with the terms of the federal Family and Medical Leave Act and the California Family Rights Leave Act (collectively referred to as "FML"), the Club will provide an eligible employee with up to twelve (12) work weeks of unpaid leave in a twelve (12) month period — (1) for the birth of a child of the employee or the placement of a child for adoption or foster care; (2) to care for the spouse, registered domestic partner, child, or parent of the employee who has a serious health condition; or (3) because of a serious health condition that makes the employee unable to perform the functions of his or her job.

The relevant 12-month period during which FML may be taken will be calculated for each employee individually based on a "rolling" 12-month period measured backward from the date the employee first uses leave under the FML.

Employees are eligible for FML if they have worked for the Club for at least one (1) year and a minimum of 1250 hours in the 12 months preceding the leave and if they are employed at a work site where 50 or more employees are employed by the Club within 75 miles of that work site.

If an employee qualifies for FML, the Club will continue to pay for the employee's medical coverage during the leave on the same terms and conditions as if the employee had continued to be employed. The employee will continue to be responsible for co-payments, dependent coverage payments, or other payments, which are the responsibility of the employee, and must make arrangements for such payment with Human Resources. Employee's portion of benefit premiums will be due the first of the month to Human Resources. The employee may be required to pay the Club back for the amount of the medical coverage payments if the employee does not return to his/her job after expiration of the leave.

If an employee qualifies for FML, the employee will be reinstated to his/her former position (or an equivalent position with equivalent pay or benefits) upon return from leave provided that such job would have been available had the employee not taken the leave certain "key" highly compensated, salaried personnel may be denied reinstatement if reemployment will cause the Club substantial and grievous economic injury.

Benefit accruals (e.g. vacation, sick leave, holiday benefits) will be suspended during FML and will resume upon return to active employment.

When the leave is "foreseeable", the employee must provide thirty (30) days advance notice. If thirty (30) days notice is not practical, verbal notification is required within one to two business days.

The Club may require a certification from a health care provider supporting the reasons for the leave, and may require a second or third opinion.

Provided that the leave of absence does not extend beyond the maximum period allowed, the Club will reinstate an employee to the same or similar position as required by law. In order to protect his/her re-employment rights, the employee must keep the Club informed of his/her expected date of return to work on a biweekly basis. An employee who fails to keep the Club apprised of his or her expected date of return, or who fails to return from a leave of absence on the expected date of return, will be considered as having resigned voluntarily from employment.

If it is necessary to fill the employee's position, the Club will attempt to find a comparable position with the Club when he or she is able to return to work.

All requests for leave of absences will fall into the guidelines of the Family Medical Leave Act. A complete copy of the FMLA is available in Human Resources.

Nothing in this section shall be construed to give an employee greater rights than are conferred by the federal Family and Medical Leave Act or the California Family Rights Leave Act.

### PERSONNEL RECORDS

The Club maintains personnel records, the accuracy of which is very important. If the information in your personnel records is incorrect, a problem may arise concerning payroll deductions, employee benefits, employee verification or other important matters. You must notify Human Resources immediately whenever there is a change in your employee information, including home address, telephone number, marital status, name change, employment benefit beneficiaries, number of dependents, or emergency contact information.

### REDUCTION IN WORK FORCE

It may be necessary to lay off employees for reasons such as loss of business, lack of work, consolidation of jobs, elimination of certain jobs or a part of our business, or any other business reason. Such layoffs are permanent unless stated in writing to be temporary. The Club will select the person or persons to be laid off based on its judgment of needs and skills. No laid-off employee has any right to be recalled.

### PARKING

Employees are required to observe the Club's parking policy, which designates certain areas for employee parking. Violation of the parking policy is grounds for disciplinary action.

The Club is not responsible for damage to your personal auto when you are using it for Company business. The Club will reimburse the employee based on actual miles driven times the rate established by the Club or IRS, whichever is greater, which compensates you for gasoline mileage, wear and tear, and insurance costs associated with the business use of the vehicle.

### MANAGEMENT RIGHTS CLAUSE

For the efficient and smooth operation of the Club, management reserves the right to schedule work and hours, manage the business, and direct the work force as necessary.

In the event of staffing problems, employees may be temporarily transferred to other departments or given additional job responsibilities. Employees are expected to accept these alternate assignments and responsibilities.

### IN CLOSING

This Employee Handbook has only briefly described some of the policies, benefits and procedures of the Club. If an employee has any questions, they should approach their supervisor for assistance.

Because conditions change and future work situations are unpredictable, management reserves the right to add, delete, modify or change the contents of this handbook, except for the "at-will" policy. Any future revisions to the statements contained in this booklet will be distributed to all employees as soon as reasonably possible.

The policies and procedures set forth in this employee handbook supersede any prior policies and/or procedures established to the contrary.

## EMPLOYEE ACKNOWLEDGEMENT

INSTRUCTIONS: PLEASE READ THIS EMPLOYEE HANDBOOK CAREFULLY. IF YOU DO NOT UNDERSTAND ANY PORTION OF IT, ASK FOR AN EXPLANATION FROM YOUR MANAGER OR HUMAN RESOURCES. RETURN THIS PAGE WITH YOUR SIGNATURE TO HUMAN RESOURCES IMMEDIATELY AFTER YOU HAVE RECEIVED THIS HANDBOOK. PLEASE KEEP THE HANDBOOK FOR FUTURE REFERENCE.

I received the Employee Handbook of Trump National Golf Club (the Club) on the date indicated below. I will carefully read the policies, procedures, and other information contained in the Handbook and will ask Human Resources for an explanation if I do not fully understand them. I agree as a condition of my employment to comply with the policies and procedures which exist now or which may come into existence in the future. I understand that if I do not comply with the policies and procedures, I may be subject to disciplinary up to and including termination.

The Club reserves the right to modify or terminate any policies or procedures, in whole or in part, at any time, with or without notice, with the exception of the at-will policy. I understand that only the General Manager is authorized to set policy with respect to my employment. The language used in this Handbook is not intended to create, nor is it to be construed to constitute, a contract between the Club and any one or all of its employees.

Signature: \_\_\_\_\_

Date:

Print Name: \_\_\_\_\_

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AT-WILL EMPLOYMENT AGREEMENT

The parties hereto agree and understand that there is no agreement by Employer to employ Employee for any definite period of employment, that Employer has employed Employee as an "at-will" employee, and that the employment relationship between the parties is based on the mutual consent of each party. There is no agreement express or implied between the Club and me for continuing or long-term employment. Accordingly, either of the parties hereto may terminate this relationship for any reason, at any time, with or without cause or warning and with or without notice. In addition, the Employer retains the right to alter Employee's compensation, benefits, title, and/or duties at any time, with or without cause. This employment at-will policy can only be altered, changed or modified pursuant to a written agreement between Employee and the Employer signed by Donald J. Trump, which must identify this Agreement and specify such alteration, change or modification. Except as provided above, this employment at-will policy cannot be altered, changed or modified in any manner whatsoever by any other writing, oral agreement, implied agreement, or past, current or future policy, agreement, action, practice, course of conduct, manual, transfer, promotion, commendation, award, writing, representation or otherwise. Any subsequent change in the Employee's title or compensation will not alter or modify the at-will employment policy described above.

This Agreement contains the entire agreement between Employer and Employee and supersedes all negotiations, proposed agreements, prior representations or commitments, policies, practices, manuals, procedures, writings, representations or otherwise concerning the subject matters of this Agreement. Notwithstanding the above, nothing herein supersedes or invalidates any written confidentiality agreements between Employer and employee, all of which shall remain in full force and effect. Employee acknowledges that he or she has read and fully understands and agrees to all of the terms of this Agreement.

EMPLOYER

EMPLOYEE

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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your manager, please contact either one of the following Company Compliance Officers: Human Resources, General Manager, or Controller, or a senior level manager with whom you feel comfortable. You will not be penalized in any way for reporting harassment, either to yourself or another person. Do not assume the Club is aware of your problem. Complaints and concerns about harassment cannot be addressed unless they are brought to the attention of management.

Employees who feel they have not received satisfaction after utilizing this procedure may contact the Department of Fair Employment and Housing or the Equal Employment Opportunity Commission and seek remedies through these agencies. These agencies are listed in the white pages of the telephone book.

By my signature below, I acknowledge that I have read the above sexual harassment policy and will comply with all of the provisions.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# **Exhibit 6**



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## Memorandum

To: Clubhouse Hourly Employees

From: Ewa Hyjek

Company: Ocean Trails Golf Club

Phone: 310-303-3201

Fax: 310-265-5522

Subject: Employee Meals

### ON DUTY EMPLOYEE MEAL POLICY

- All food and beverages consumption by employees must take place in the employee lounge or the kitchen loading dock. Office employees may also eat in their offices if they wish. Other areas, including the loggia, valet stand, storage rooms, hallways, serving stations, kitchen, bar, Pro Shop, Peninsula Grille, Café Pacific, Z Deli, Board Room, Ballroom and any other areas used by or visible to our guests are not to be used as employee eating areas.
- While in uniform, even during lunch or rest break, employees have to stay in their job function roles when in guest areas of the clubhouse or in contact with guests. Eating in public areas of the clubhouse while in uniform (even off duty) is not permitted.
- Employees are to eat only during break and lunch, eating at other times is not permissible.
- The employee meals from the kitchen and the employee price meals from the restaurants are for on duty employees only; no vendors, contractors, subcontractors, friends or family are to use this employee benefit.
- There is a small refrigerator and a microwave in the lounge for those who wish to bring in their food and drinks.
- All dirty dishes are to be returned to scullery area of the kitchen. Managers and supervisors need to ensure that their staff is cleaning up after themselves. Departments determined to be violating procedures will lose their employee meal privileges.

#### Kitchen

- Effective January 6, 2003, Monday through Saturday, from 10:30 am to 10:45 am and from 4:30 pm to 4:45 pm on-duty staff who work in the clubhouse may obtain from the kitchen, free of charge, employee meals. (Please note that the soup from the soup well and other items on the line are not a part of the employee meal.) After serving themselves, employees are to use the elevator or exit the kitchen through the back door and use the stairway to reach the employee lounge.

- Non-kitchen staff may not go into other areas of the kitchen, unless their presence in the kitchen is necessary to the performance of their duties.

### The Deli

- A small employee price menu will be available from the Deli starting at 10:00 am until the Deli closes.
- No phone orders into the Deli. The Deli is not staffed at a level to handle phone orders.
- Avoid using the Deli at busy times. The Deli staff is to always focus on providing service to guests. Be patient if your order takes longer to prepare.
- At this time, reasonable requests for soda from the tap and coffee will remain available and free of charge to employees on duty. No other beverages are free of charge. Some employees have abused the Deli beverage privilege by repetitious requests for large numbers of drinks. If that continues the Deli service to employees will be discontinued.
- There is no self service for anyone in the Deli. Only Deli employees on duty and managers are allowed in the Deli. Absolutely no other visitors are to go into the Deli.
- All purchases are to be paid in cash at time of purchase.

### Café Pacific

- The 50% off employee discount is no longer available.
- There will be a limited Café Pacific employee price menu available only from 8:00 pm until the kitchen closes.
- Café Pacific employee price menu meals and beverages are not for take out, and can only be purchased by on-duty staff as a shift meal.
- Full pay guests will always be served first.
- All purchases are to be paid in cash at time of purchase.

### \*\*\*NEW\*\*\* Off Duty Employee Eating Policy

We are implementing a new off-duty employee eating policy that mirrors the policies of the other Trump properties.

- Employees coming to Ocean Trails restaurants as guests during their time off from work need to obtain written permission from their manager and will be treated in the same manner as any other guests visiting Ocean Trails. Blank permission forms are available from the Human Resources.
- Employee menu pricing is not available to off duty employees who are permitted to come to Ocean Trails as guests but a 20% discount on food (no alcohol) will be given on the employee's meal only.

Violations of the above mentioned policies will result in disciplinary actions.

## WELCOME TO TRUMP NATIONAL GOLF CLUB! HOSTESS INTRODUCTION

"Good evening, and welcome to Trump National Golf Club!"

Those words will be the very first thing every guest hears as they walk through our front door. You will make the first and last impression on every single patron who decides to join us for whatever reason. Golfers, restaurant patrons, brides, grooms, retiree's, perspective clients, even Mr. Trump himself. We welcome them all to our "home". The same enthusiasm, energy, and warmth you use when you greet someone at your home should be the cornerstone of your greeting here at Trump National.

Those first few moments with our guests are absolutely crucial for setting the tone for their experience, whether they are playing golf, having lunch, attending a wedding reception, or buying a hat in the Pro Shop. Everyone should be treated with equal respect and dignity. Even if someone comes in just to ask a question, your greeting and response should exude elegance, confidence, and kindness. Even just a bright smile as you are greeting guests goes a long way in making first impressions stick.

Our professionalism begins with a friendly greeting, but this is just the beginning. Our knowledge of the facility and the events surrounding it are imperative. ALL questions pertaining to the golf course, pro shop, restaurants, public events, EVERYTHING on our property and under our roof, you must be able to answer quickly and precisely. Any questions that you may need assistance with demands that you know which manager to ask to get promptest response. The more information you know about Trump National Golf Club, the better service we can provide to our guests. Become a Trump National "Ambassador".

You are also making first impressions when you answer the phone. Many people will make a judgment of the facility based on your phone etiquette. You should treat all questions, inquiries, and those seeking reservations with equal importance. You never know the intentions of a caller, so weigh each phone call equally. It may be a bride willing to spend \$100,000 on a wedding, or an executive looking for a place to hold his yearly golf outing. Before they reach a Catering Manager or The Head Golf Professional, they are making their first impressions through you.

Also, you are directly responsible for taking reservations and seating guests as they arrive. Taking phone reservations requires accuracy and organization. Not only are we gathering information for dinner guests, but also such events as our High Tea Luncheons, our Wine Dinners and Wine Tastings, and special holiday events such as Easter, Mother's Day and Christmas. It is important to copy down all information accurately and with a friendly tone. As these guests arrive, you will escort them with the proper menu to their table or event room. It is important to give each server section an equal share of tables, preventing a server from becoming overwhelmed with too many tables at once. The smoothness of our restaurant operation partly depends on your ability to distribute customers equally out on the restaurant floor.

Your appearance, attitude, and performance must match the standard set at this world-class facility. The elegance of Trump National Golf Club must be part of the way you dress, act, and respond to all situations. We will provide you with the knowledge and the tools to perform



your job to the best of your ability. Through our customer service workshops and the training we provide, we will instill confidence and pride that you can carry with you every day on the job. We want you to acquire a sense of ownership, treating this facility and your job as your own. Remember: elegance, confidence, and professionalism. Those are the standards here at Trump National. Good Luck!

## **HOST STAND RULES OF ETTIQUETTE**

1. Please be aware that the Host Stand, located inside the front doors of the clubhouse, is visible to all who walk in. The Host Stand should be neat and organized at all times. Try to visualize what the guest see first sees when they walk through the door. Treat this area as you would treat your desk or your office. Professionals stay neat and organized.
2. While at the hostess stand, it is important to be aware of what you say and do. You are visible from the Pro Shop, the Golfer's Lounge, and from above at Trump's. Always act in a calm, relaxed manner. Professionals remain calm in any situation. Also, remember that sound carries. The Hostess Stand is in the front foyer, which is very bright acoustically. Even in hushed tones, people in The Golfers Lounge, Café Pacific, the Pro Shop, and upstairs at Trumps can hear you. Professionals watch their language, and never raise their voices.
3. Personal conversations that include private matters regarding the employee network or the facility should never be discussed, especially in front of customers. Keep your complaints to yourself while at work. Never should any complaint or grievance be made known in public. If you have a problem, find your manager and discuss it in private. Professionals air their grievances in private.
4. At no time should there be any food or beverages at the Hostess Stand. Anytime you need a drink or something to eat, do so in the properly designated areas, during specified breaks. Professionals who work in plain view do not eat in their work area.
5. Cell phones are to be in your purse and set to a quiet tone or on vibrate. A guest should never hear a private conversation you are having on your cell phone or the house phone. If there is a specific reason you need to receive a phone call during work hours (i.e. an emergency situation you need to keep apprised of) tell a manager. Personal phone calls made during work hours, from a cell phone or a house phone is prohibited except in an emergency.
6. Any personal items such as magazines, makeup, newspapers, or personal reading material should not be present near the Hostess Stand. If you have down time, be pro-active. Confirm reservations, ask a manager or co-worker if you may assist them in some manner, but keep busy.
7. The Hostess Stand is your domain. Treat it like your office. Your presence is absolutely required at all times. If you need to leave for any reason, make sure someone (another hostess or a manager) is present. Guests should never enter the front door without seeing a smiling face to greet them. Professionals never abandon their posts without notifying someone.
8. Please do not make the Hostess Stand a gathering place. Inevitably, employees gather at the Hostess area to chat during "downtime". This is not the first impression we are looking for. If employees or other staff members are in the way, it effectively prevents you from performing your job duties. Kindly ask them to clear the way for guests. Professionals let nothing get in the way of their successful completion of their job.
9. When dealing with taking reservations from our guests, basic information is obtained to ensure we can provide a table for them on any specified night, and inform them of any

changes that they might need to be made aware of. Accuracy in taking this information is crucial. The party's last name must be spelled correctly. If you need help with the spelling, ask them. Phone numbers must be accurate and repeated back to the customer. Party size must be taken precisely. Also, inquire on whether or not it is a special occasion. It personalizes the evening for our guests, making them feel like we are helping them celebrate the occasion.

## **TELEPHONE PROCEDURES**

### **TELEPHONE ETIQUETTE**

When you answer the telephone, you are representing Trump National Golf Club. Once again you are making the first impression to our guests, just as if you were greeting them in person. When you answer the phone, our guest is forming an opinion of us as you speak. The promptness of answering the call, the phrasing of your words, and the tone of your voice must make the guest feel comfortable immediately. SMILE through the phone! Maintain a calm tone regardless of how busy you may be. Take the time to give accurate information and end the conversation with a positive tone in your voice. Our goal when using the telephone is to create a memorable guest experience. Many times guests will remark when arriving at the restaurant how nice and courteous the person was who took their reservation. Our telephone etiquette is just one more example of how our style of service sets us apart from the competition.

Your knowledge and awareness of the mechanical process of answering the phone and all phone operations is vital. You should be able to answer the phone, place a caller on hold, transfer a caller to another extension and page an extension. You must get this procedure down by heart and be proficient at it.

In addition, the language and phrasing you use on the phone is critical. The restaurant business is very telephone intense. This involves reservation taking, directions, hours, questions about the menu, and questions about the facility and golf course. You must be proficient and knowledgeable about everything under our roof.

Adding to this intensity is a lobby full of guests waiting to speak with you. How do I graciously juggle the calls and deal with the guests in front of me? This challenge does not have a simple answer. However, keep in mind that if we lose someone over the phone, we won't get a second chance to correct our mistake. When you have a guest on the line and another guest approaches the desk, ACKNOWLEDGE them. With eye contact or gestures, let the guest know you know they are there. People will not tolerate being ignored, but they usually will understand while you finish with a guest on the phone. If a guest on the phone is very inquisitive or is taking up a lot of your time, you may choose to place the caller on hold and find someone else to answer their questions. This way, you'll be able to give your full attention back to your guests in the lobby.

### **KEY TELEPHONE ANSWERING STANDARDS**

- Answer the phone with the appropriate greeting of the day. "Good Afternoon, Trump National Golf Club, this is Mary, how may I assist you?"
- Use a sincere, upbeat and enthusiastic voice.
- Smile through the phone.
- Even when it's busy, maintain a calm tone.
- Answer the phone within 3 rings.
- Take the time to give accurate information.

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- When placing a caller on hold, listen to why they are calling first and then ask them, "May I place you on hold?" Wait for the response BEFORE placing them on hold. If they simply cannot hold, continue assisting them. Let them know how long you will be before you get back to them.
- Don't forget you put someone on hold.
- Ending a conversation with phrases such as "It's my pleasure" "Certainly" "Absolutely" always promotes an upbeat and positive feeling.
- Ask for help if you need it.
- Always thank the guest for calling, no matter what they called for.

## RESERVATIONS

Reservations are the lifeblood of our business. If we do not book them correctly, we can create havoc at the front desk, on the floor, and in the kitchen. The reservation system is organized by the size of the party and how many parties can be accommodated at certain hours of the day and night. If you are unclear whether or not you have a reservation available in a specific time slot, check first with the manager before booking. Parties over 8 should be referred to the manager each time.

You must know the hours of operation for each facility in order to take a reservation properly. Don't take a reservation unless you are at the desk or are positive that the time requested is indeed available. The reservation sheets are separate for lunch, dinner, and brunch. Each sheet needs the day and date at the top and what period it is (brunch, lunch, or dinner). When taking a reservation, the following information must be included:

- ✓ Date and Time
- ✓ Name
- ✓ Number of guests
- ✓ Phone number
- ✓ Any special instructions (Wheelchair, booth, window, etc.)
- ✓ With special location table requests, please tell the guest that we will do our best to accommodate their needs, but that with a limited number of booths and window tables, we cannot guarantee it.
- ✓ Ask if they are celebrating a special occasion and write it down. The more we know about their evening out, the better we can serve them.
- ✓ Repeat the reservation back to the caller to ensure accuracy. For instance "Mr. Thomas, we will see you on Saturday July 15<sup>th</sup> at 7:00 P.M., with a party of 4." Repeat special instructions as well.
- ✓ Always thank the caller before hanging up.

In the event that a reservation is not available for the specific time the caller requests, give them their choice of available times. "I'm sorry Mr. Thomas, 7:00 is not available, I have 8:15 or if you would like something earlier, 6:30 is open."

If a guest calls and will be late for their reservation, find out what time they anticipate arriving and make a note by their name. We will hold reservations for 30 minutes; any longer will depend on the discretion of the manager and the circumstances. Inform the manager immediately.

If a guest calls and is late or lost, help them with directions and then find out whom they will be meeting. If those guests have already arrived, inform the caller that you will be happy to tell "Mr. Thomas" that they called and will be arriving shortly. If the other guests have not arrived yet, make a note and tell them as soon as they check in.

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**Confirming reservations for five or less for the upcoming evening.** This should be done during down-time, when we do not have a flow of guests through the door. Your first priority is those being seated during your shift, of course, but when you are not busy, you should be confirming reservations.

**Confirming reservations for six or more for the following day.** People make reservations and do not show up. For parties of two or four, the impact in the restaurant is negligible. Walk-ins can easily replace a missed reservation by a small party. Larger parties, however, if they do not show up, can tie up tables for hours, and not allow us to seat those who may be waiting to eat. Obviously, confirm all large party reservations during down-time. Our guests at hand come first.

### **INFORMATION CALLS**

These calls are important. Your knowledge of the entire facility and any questions they may have about Trump National Golf Club may play a role in a guest's decision to come to here. We need to "sell" the caller on why they should be coming to dine with us. Be courteous, friendly, and gracious, and be sure you sound knowledgeable and competent. The following are just some of the things you must know the answer to:

- Address
- Directions
- Hours of Operation
- Special Events, Wine Dinners, High Tea Luncheons
- Knowledge of our menus
- Price ranges
- Names of managers, Chefs, Banquet Director, Owners
- Fax Number
- Credit Cards We Accept
- Emergency Numbers
- Taxi Numbers

### **BANQUET SALES CALLS**

First, find out approximately how many people they would like to accommodate. For larger parties that require a private room or parties for 20 to 65 people, connect them to Stacia, who can be reached at extension 216. Trump's, our small banquet facility on the second floor, accommodates these types of events. For parties over 65 people, refer them to Monika (extension 227) or Richelle (extension 224). These phone calls could potentially be worth THOUSANDS of dollars. Make sure they are handled professionally.

### **MANAGER & CHEF CALLS**

Be sure to know who is on the premises. Nothing is more aggravating than to be put on hold for 2-3 minutes and then to be told "the Chef's not here". Find out who is calling and if possible, the nature of the call. For example, "may I tell Tom who is calling?" Find the Manager/Chef and relay the information that the caller has given you. If the manager is too busy, or otherwise unavailable, take a complete message, using the message pad. Be sure to get the person's name, number, date, time, and nature of call. If the call is for the Chef and is during critical hours (11:30-1:30 OR 6:00-9:00), he/she may be cooking and certainly will not be taking calls. The Chef has a direct line; 310-303-3265 or Ext. 265 when transferring a call.

## **CALLS FOR GUESTS**

We do not have a paging system; therefore, we need to clearly understand the name of the guest the caller is looking for. Write down the caller's name and find out if the caller knows what room the guest may be in. Write down a full description of the guest we're looking for. You should know if a corporate or wedding function is being held in the Grand Ballroom. If the guest is dining in Café Pacific or The Golfer's Lounge, find out if they had a reservation and under what name. It is also possible that we have their name written on the walk-in list.

## **EMPLOYEE CALLS**

Calls for staff on duty are not allowed. Take a message and deliver it to the employee when either one of you are not busy. If the caller claims that it is an emergency, check with the manager on duty immediately and get the employee promptly. Phones are for company business and are not to be used by staff for personal calls.

## **SEATING OUR GUESTS**

When we are ready to show our guests to their table, here are some simple rules to follow:

- Inform the guests that their table is ready and if they would please follow you. Make sure everyone in the party is gathered before you start walking.
- **DO NOT RUN AWAY!** If you are escorting guests who are elderly or disabled, **WALK AT THEIR PACE!** Never leave a guest "in the dust".
- Establish a rapport with the guests as you are leading them to their table. For example, "Is this your first time here?" or "Are you celebrating a special occasion this evening?" Any question about the customer that would make them feel welcome is appropriate.
- Know what table you are going to seat them at before you start to move. Never wander. Walk directly to the table using the path of least resistance. Never plow through a busy area.
- **ALWAYS** seat a guest at the most desirable table. Do not sit them at a table in the back of the room when a window seat is available.
- **NEVER** seat a guest at a table that is not completely clean or set.
- Pull out chairs for ladies whenever possible. For larger parties, assist those in need first (i.e. elderly, disabled guests).
- Hand menus to ladies first. Even if you have to circle around a large table twice, always make sure the ladies are first.
- If guests are seated and there are members of the party who have not yet arrived, **PLACE A MENU ON TOP OF THE PLACE SETTINGS THAT WILL BE USED.** This tells the server that those place settings are in use, and not to clear them away.
- Before you leave the table, thank the guest for joining us and tell them that you hope they enjoy their meal.
- On your way back to the Hostess Stand, scan the restaurant for any tables that might need bussed, any customers who are glancing around for their server, anything you can do to help your fellow co-workers become aware of something that needs their attention.
- On your way back to the Hostess Stand, gather any and all menus and wine lists "floating" in other locations and put them in their proper space.
- When you reach the Hostess Stand, write down what time you sat the party at their table. This will allow us to estimate how long that table will be occupied on busy nights, and convey to guests how long a wait for a table may be.



## MANAGING THE WAIT

Inevitably, the restaurant will fill and guests will have to wait for a table. This will be the most difficult task that you have to perform. It is a steady balance of optimism and realism. There are a number of factors that you need to weigh when dealing with this situation. People do not like to wait, but as long as we handle things diplomatically and with a smile, guests will respond in kind.

- NEVER specify an exact time (i.e. 7:40). ALWAYS give the guest a range in terms of minutes (10 to 20 minutes). Do not use terms like hour, or half an hour when the wait is less than 60 minutes. Perception to the guest is everything, and 30 minutes sounds like less time than half an hour. If the wait is more than 60 minutes, then it is permissible to use the term "hour".
- Guests who make reservations are the first priority. Walk-in guests may have to wait for longer periods of time than guests who made reservations.
- Table turnover can vary, but a good rule of thumb, to be safe, plan on parties of 2 to 4 people to take the table for an hour and a half. Larger parties stay longer, so a 2 to 2.5 hour stay is not uncommon. Never plan on big parties to move through the evening quickly, and never count on the table to open up for guests waiting.
- When creating the wait list itself, mark down the name of the party, whether they are a walk-in or a reservation, and a brief description of the guest who is the "leader" of the party (usually the person that approaches the hostess stand in the first place). Pick an article of clothing which stands out, a piece of jewelry, an unusual hair style, anything that will assist you in finding the party once their table is ready.
- Write down the time of arrival and the time frame of the wait that you told the guest when they arrived.
- When estimating wait time, NEVER low ball the estimate. If we tell them 40 -50 minutes and an hour has gone by, we may lose the business altogether. If we tell them 40-50 minutes and 30 minutes later a table is available, we all look good.
- If a guest appears anxious in any way, or if we are APPROACHING the end of the time frame communicated, find a manager. Managers have the authority to mollify a customer through a free drink, or by other means to smooth over the situation. This also shows the customer that they have not been forgotten, and that every effort is being made to serve them.
- All the while, be friendly and professional. Remember, "relaxed elegance"!

## CHECKLIST OF ITEMS AT THE HOSTESS STAND

These are items necessary to have at your disposal during your shift at work. Along with the organizational skills discussed earlier, these items should be stored out of sight and in a consistent place where your co-workers can easily find them:

- Pencils
- Erasers
- Ball Point Pens
- Red and Black China Marker

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DLM 00093

- Yellow, Pink, and Blue Markers
- 1 Box staple Refills
- 3 Hole Punch
- Pencil Sharpener
- Cloths (to clean menu's)
- Scissors
- Calculator
- Ruler
- Stapler
- Scratch Paper
- Black Sharpie, Medium Point
- Matches
- Rubber Bands
- White Out Dispenser

Certain items that are for our guests and co-workers are stored in the Hostess Stand as well;

- Kid's Menu's and Crayons
- Wedding Brochures
- Special Event Brochures
- Brunch Tent Cards
- Trump Event Tent Cards
- Matches
- Golf Magazines
- Toothpicks
- Magician Tent Cards
- Maps for Customers
- 1 Box Kleenex
- Local Telephone Books
- Management Staff Business Cards

Information about labor and work schedules for management is kept in the SCHEDULING BINDER at the Hostess Stand. Information in this binder includes:

- Current work schedules for hostesses, servers, bussers, and runners
- Schedule Change Forms
- Daily Labor Reports
- Time Off Request Sheets
- Shift Change Logs
- Availability Sheets

The INFORMATION AND FORMS BINDER is also located at the Hostess Stand. The information in this binder is vital to your knowledge of the facility and the surrounding areas. It also contains important forms that you will need on a day to day basis. They include:

- Inquiry Sheets
- Employee Home Phone Numbers
- Facility Information (Facility history, hours of operation, wines, taxi's)
- Hostess Information
- Directions
- Maps
- Blank Credit Card Forms

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DLM 00094

- High Tea Menu Copies
- Afternoon Tea Reservations
- High tea Credit Card Forms
- Birthday Order Forms
- Special Event Labor Sheet

There are also separate File Folders at your station with forms and information to help assist you during your shift:

- Sushi Menus
- Station Selection Charts
- Inquiry Sheets for Weddings and Special Events
- Old Reservation Sheets
- Daily Labor Sheets
- Small Party Menus
- Calendar Tabs for Binder

## OPENING DUTIES

1. **Check messages from the night before.** Make sure you review all messages left from the hostesses before you. These messages might directly effect the operations of the facility and the restaurant during your shift. Please make sure all information is passed on to management staff and the appropriate departments accurately.
2. **Return Phone calls.** The messages left from the previous shift may require you to place phone calls to our guests. Do this first thing. The more prompt the response time, the better service we can provide to our customers.
3. **Light the fireplace.** It sets the ambiance in the room.
4. **Make copies of the menu/make sure menus are clean.** After the chef gives you the daily menu, you are required to fill all menu covers with the day's lunch or dinner selections. Make sure the menus are clean, and that the copies of the menu are free of ink blots or blemishes.
5. **Check the dining room.** Make sure all tables look uniform and clean. The waiters and waitresses are responsible for the set-up of both dining rooms, but a fresh set of eyes may see something that they missed. Know what the tables are supposed look like so you can help out your co-workers.
6. **Check the reservation sheet for the day.** Let all managers and staffs know what to expect as far as reservation numbers are concerned. If we are going to be busy, prepare everyone.
7. **Transfer the schedule and shift changes into the labor log.** This must be accurate as well. It allows managers to know at a glance who is working that evening, and who has switched shifts.
8. **Be ready 15 minutes before seating begins.** Many times customers are early. Be prepared.

## CLOSING DUTIES

1. **Empty and clean all menus.** Our menus change constantly. It is very important that all menus are pulled after every shift. Incorrect menus in the restaurant can be disastrous. Chances are, nothing will be available from the previous shift's menu. If a guest receives a wrong menu, no one will know until the point of ordering appetizers and entrée's that the



- menu is incorrect. This can happen an hour into service, after our guests have studied what they would like to dine on. When they discover that their selections are, in fact, not available, we will have already ruined the evening. Make sure all menus are accurate.
2. **Empty the trash.** Do not pass this on to the next crew. Do it yourself.
  3. **Clean your station.** Make sure everything is put back in its place so the next crew can easily find everything.
  4. **Fill out Labor Sheets directly from the Managers schedule.** Please make sure this is done accurately. Managers need to know who is working shifts for the following day.
  5. **Clean off section sheets.** Leave things neat and clean for the folks on the next shift.
  6. **Leave messages out in the open and visible for the next crew.** In order to effectively react to whatever messages they need to pass on, make sure all notes and messages are in plain sight. Make sure that any changes in special set-ups for large parties have not changed, and if they have, notify a manager.
  7. **Do not begin to close down with guests in eyeshot.** This makes them feel rushed. Allow them to leave at their leisure, then continue closing for the night.

## NAME RECOGNITION

If you have ever thrown a party or hosted an event, one of your main priorities would be to learn your guest's names. Personalizing the way we address guests is crucial in making them feel relaxed. We would like them to treat our public facility like their own private club. If they have reservations, make sure you are pronouncing their name correctly, and call them by name as often as possible. If they are walk-ins, ask for their name so you can address them in the same manner.

After you have seated the guests, write the name of the party down for the server who will be waiting on them. Again, personalized service is our goal. Referring to the guest by name as often as possible will achieve this. Make sure you pass the name on to the server before they approach the table. We prefer to have our guests approached by the server within 60 seconds, so be prompt.

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# **Exhibit 9**

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CALENDAR DIRECTIONS CONTACT US

Home

About Trump National

Golf Course

Golf Academy

Pro Shop

Weddings/Special Events

Accommodations

Restaurants

Wine

Upcoming Events

Promotions & Specials

Holiday Events

News Room

Media

Employment

Community

Contact Us

## WELCOME TO TRUMP NATIONAL GOLF CLUB



### Greetings from Donald J. Trump

Trump National Golf Club Los Angeles is the pinnacle of the luxury public golf experience. With world renowned restaurants, unmatched service, exclusive amenities, and the most spectacular panoramic Pacific Ocean views, Trump National has no equal.

Located on the luxurious Palos Verdes Peninsula just thirty minutes south of Downtown Los Angeles, Trump National serves as the perfect busy executive's getaway. Club amenities are second to none. The grand 45,000 square foot clubhouse offers stately locker rooms, a stunning pro-shop, three dining options, secluded conference rooms, and a magnificent grand ballroom.

As an avid golfer, I am committed to creating a world class course and golf club that combines the sport's foremost design talent with a keen sense of luxury and exceptional service. At Trump National Golf Club, a round of golf will never be just another round of golf. I look forward to seeing you on the course.

Sincerely,

Donald J. Trump

On-Line Tee Time  
Reservations

Dining  
Reservations

Golf Academy  
Reservations

Online Pro Shop  
And Gift Ideas

The Estates  
At Trump National

### Today's Weather

63° F  
Partly Cloudy / Wind  
Extended Forecast



9

TRUMP.COM | TRUMP GOLF

CALENDAR DIRECTIONS CONTACT US

Home

About Trump National

History

FAQs

Golf Course

Golf Academy

Pro Shop

Weddings/Special Events

Accommodations

Restaurants

Wine

Upcoming Events

Promotions & Specials

Holiday Events

News Room

Media

Employment

Community

Contact Us

## FAQs

1. Is Trump National private or public?

All of the facilities including the golf course are open to the public. Please click here for golf rates.

2. Who designed the Trump National Los Angeles Golf Course?

This golf course is the world's first and only Pete Dye and Donald J. Trump Signature Design.

3. Is there a practice range?

Yes, Trump National offers a full driving range, practice putting green and short game practice areas. And for those looking to take their game to the next level, we offer The Golf Academy at Trump National.

4. How big is the clubhouse and what facilities does it contain?

The clubhouse is over 45,000 square feet and contains:

- Award-winning Pro Shop
- Stately Locker Rooms
- Executive Meeting / Small Party Rooms
- The Cafe Pacific - an upscale casual dining restaurant
- The Golfer's Lounge - serving breakfast, lunch & dinner
- The Trump National Bar
- The Grill at Trump National - a casual outdoor dining experience
- The Grand Ballroom - with capacity for events of up to 300 people

5. Does Trump National offer accommodations?

Although no accommodations exist on site, click here for a list of local accommodations.

6. Are estate homes available for sale?

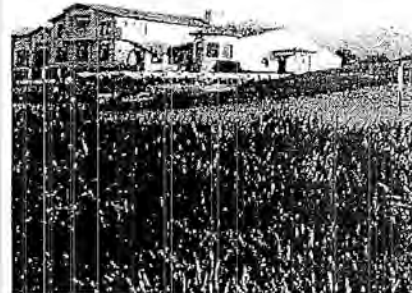
Yes, 50 homes are being built as the Estates at Trump National. The homes are being constructed by The Trump Organization on 50 oceanfront lots surrounding the golf course. The homes, each ranging from approximately 6,000 to over 15,000 square feet, have panoramic Pacific Ocean and Golf Course views. For more information please contact our Real Estate Sales Office: (310) 303-3201

7. Does Trump National offer Gift Certificates?

Yes, Gift Cards for golf, food, and merchandise are available; visit our Online Pro Shop.

8. Do you have a mailing list?

Yes, send us your address and you'll be added to the list to receive our special promotions. Click here for our contact form. You can also "like us" on facebook and follow us on twitter.



follow us on



9-2

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CALENDAR DIRECTIONS CONTACT US

### Executive Chef Bio

Home

- About Trump National
- Golf Course
- Golf Academy
- Pro Shop
- Weddings/Special Events
- Accommodations
- Restaurants
- Executive Chef Bio
- Breakfast Menu
- Lunch Menu
- Happy Hour Menu
- Golfer's Menu
- Dinner Menu
- Dessert Menu
- Sunday Brunch
- Afternoon Tea
- Children's Menu
- South Beach Night Menus
- Dining Reservations
- Wine
- Upcoming Events
- Promotions & Specials
- Holiday Events
- News Room
- Media
- Employment
- Community
- Contact Us

## *Trump National Golf Club Proudly Introduces Our Executive Chef Jean-Pierre Vincent and a Completely New Culinary Experience ...*

Trump National Golf Club is proud to introduce its new Executive Chef Jean-Pierre Vincent. Jean-Pierre was born in Venezuela, his mother is Cuban and his father is French. With a daily family routine revolving around food and wine it became obvious to him early on that he would pursue a career in the culinary arts and follow a path to becoming a chef.

Jean-Pierre is culturally diverse in his style and food and speaks five languages. He spent several years working in the Mediterranean, including France, Greece, Spain, Morocco, and in various Michelin Star-rated restaurants and hotels in Italy. Domestically, he has worked with world renowned hoteliers such as Ritz-Carlton and Hilton and in 5 Star/5 Diamond and Michelin-rated dining rooms across the east coast. In fact, due to the extensive amount of experience he possessed at such a young age, he was offered the position of Chef Instructor at Le Cordon Bleu Academy of Culinary Arts.

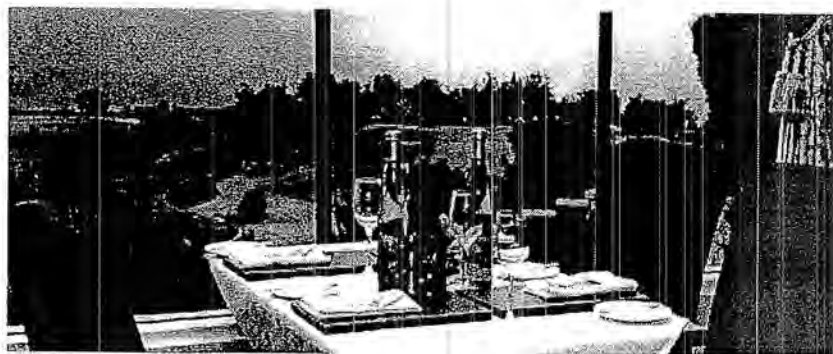
Trump National is just as excited and proud to introduce Jean-Pierre's new menus. His cuisine is Mediterranean-influenced and very cutting edge, utilizing only the freshest imported ingredients while implementing unique preparation techniques. Jean-Pierre and Trump National look forward to showcasing a fresh new culinary direction with both the local community to provide dining experiences that they can be proud of, and with our numerous guests from around Los Angeles and around the world to further establish Trump National Golf Club as the pre-eminent dining destination on the west coast.



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CALENDAR DIRECTIONS CONTACT US

### Restaurants



*Trump National Golf Club proudly offers two unique dining opportunities*

Home

- About Trump National
- Golf Course
- Golf Academy
- Pro Shop
- Weddings/Special Events
- Accommodations
- Restaurants

- Executive Chef Bio
- Breakfast Menu
- Lunch Menu
- Happy Hour Menu
- Golfer's Menu
- Dinner Menu
- Dessert Menu
- Sunday Brunch
- Afternoon Tea
- Children's Menu
- South Beach Night Menus
- Dining Reservations
- Wine
- Upcoming Events

- Promotions & Specials
- Holiday Events
- News Room
- Media
- Employment
- Community
- Contact Us

The Golfer's Lounge, the more casual of the two restaurants, is a perfect place to relax after a game of golf and catch the big game

The Café Pacific, an upscale casual dining restaurant, is known for its creative menu that features eclectic twists and the freshest of ingredients

Both restaurants offer world-class dining, an exceptional wine list, and service you would expect with a name like Trump. For breakfast, lunch, dinner, or in-between, Trump National offers the perfect setting for a casual get-together, or a lavish evening out.

#### Online Reservations

Or call (310) 303-3260

*\*All Parties of 8 or More Will Incur an 18% Gratuity*

*\*Menu availability and times are subject to change due to special events and other functions. Please call 310-303-3260 to ensure availability.*

#### Hours of Operation

**Breakfast Served\***  
7:00am - 11:00am (Mon. thru Sat.)

**Lunch Served\***  
11:00am - 3:00pm (Mon. thru Sat.)

**Dinner Served\***  
5:00pm - 9:00pm (Sun. thru Thurs.)  
5:00pm - 10:00pm (Fri. and Sat.)

**Bar Menu\***  
3:00pm - 5:00pm (Mon. thru Sat.)  
4:00pm - 5:00pm (Sun.)

**Happy Hour Menu\***  
4:00pm - 7:00pm  
(Mon. thru Fri.)

**Golfer's Menu\***  
3:00pm - close (Mon. thru Sun.)

**Afternoon Tea\***  
11:00am - 2:00pm (Mon. thru Sat.)  
*48 Hour Reservations Are Necessary*

**Sunday Brunch\***  
10:00am - 2:30pm  
*Reservations Highly Recommended*

9-4



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CALENDAR DIRECTIONS CONTACT US

## Breakfast Menu

Home

About Trump National

Golf Course

Golf Academy

Pro Shop

Weddings/Special Events

Accommodations

Restaurants

Executive Chef Bio

Breakfast Menu

Lunch Menu

Happy Hour Menu

Golfer's Menu

Dinner Menu

Dessert Menu

Sunday Brunch

Afternoon Tea

Children's Menu

South Beach Night Menus

Dining Reservations

Wine

Upcoming Events

Promotions & Specials

Holiday Events

News Room

Media

Employment

Community

Contact Us

## Entrees

### BLT Egg Sandwich

Toasted Whole Wheat, Applewood Smoked Bacon, Iceberg Lettuce, Vine Ripened Tomatoes, Mayonaise, Two Fried Eggs over Medium, & served with Fresh Fruit  
15

### BLTA Sandwich

Toasted Whole Wheat, Applewood Smoked Bacon, Red Leaf Lettuce, Vine Ripened Tomatoes, Avocado, Mayonaise, & served with Fresh Fruit  
13

### Toasted Bagel with House Cured Smoked Salmon

Whipped Cream Cheese, Sliced Cucumbers, Red Onion, Capers, Vine Ripened Tomatoes  
16

### Irish Oatmeal

Golden Raisins, Brown Sugar, Fresh Berries  
10

### Bisquits & Gravy

2 Sausage Patties, 2 Eggs, Home Made Sausage Gravy, & served with Hash Brown Potatoes  
11

### Fresh Seasonal Fruit Plate with Cottage Cheese

13

### Morning Wrap

Scrambled Eggs, Chorizo, Cheddar Cheese, Applewood Smoked Bacon or Sausage, Hash Brown Potatoes, Tomato Cilantro Salsa  
12

*The following entrees are served with choice of Applewood Smoked Bacon, Pork Sausage, or Jalapeno Chicken Sausage*

### Buttermilk Pancakes

Two Eggs, Maple Syrup, Whipped Butter, Fresh Berries  
14

### Stuffed French Toast with Cranberry & Orange Cream

Whipped Butter, Maple Syrup, Fresh Berries  
14

\*Choice of Plain French Toast - 11

### Crepes a la Jean-Pierre

Nutella, Bananas, Toasted Hazelnuts, Franjelico Caramel Sauce, Whipped Cream  
\*Choice of Traditional Crepe Suzette, Berry Crepe or Savory Crepe  
11

9-5



**Two Eggs**  
Hash Brown Potatoes, & Sourdough or Whole Wheat Toast  
10

**8oz Skirt Steak and Eggs**  
Two Eggs, Hash Brown Potatoes, & Sourdough or Whole Wheat Toast  
18

**Breakfast Croissant Sandwich**  
Eggs, Choice of Bacon or Ham, Cheddar Cheese, Hash Brown Potatoes & served with Fresh Fruit  
11

**'Huevos Rancheros'**  
Eggs, Beans & Chorizo, Avocado, Salsa, Crispy Flour Tortilla Shell  
11  
Add Skirt Steak 18

**Florentine Eggs Benedict**  
English Muffin, Poached Eggs, Country Ham, Spinach, Sauteed Mushrooms,  
Hollandaise Sauce, Chives, & served with Fresh Fruit  
15

**Omelette**  
Hash Brown Potatoes & Sourdough or Whole Wheat Toast  
Choice of three of the following: Ham, Applewood Smoked Bacon, Mushrooms, Tomatoes, Cheddar,  
Swiss, Feta Cheese, Avocado, Spinach, Sweet Peppers, Onions, Jalepenos  
12

**Belgian Waffle**  
Whipped Butter, Maple Syrup, Fresh Berries  
11

**On the Side**

One Egg - 3  
Two Eggs - 6  
Three Buttermilk Pancakes - 12  
Sourdough, Whole Wheat, 5 Grain, English Muffin - 2  
Ham, Applewood Smoked Bacon, Jalapeno Chicken Sausage, Sausage Patties - 5  
Bagel with Whipped Cream Cheese - 4  
Hash Brown Potatoes - 4  
Fresh Fruit Cup - 4

**Beverages**

Coffee - 4.50  
Espresso - Regular or Decaf - 5  
Cappuccino or Latte - 6  
Selection of Naja Loose Leaf Hot Teas - 5  
Orange, Grapefruit, Pineapple or Tomato Juice - 4  
Soft Drinks, Iced Teas - 3  
Milk - 3  
Hot Chocolate - 4  
Bloody Mary - 10  
Mimosa - 11

TRUMP GOLF  
Select Your Destination

All Parties of 8 or More Will Incur an 18% Gratuity  
Consuming Raw or undercooked Meats, Poultry, Seafood, Shellfish, or Eggs may increase your Risk of Food Born  
Illness

9.6

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CALENDAR DIRECTIONS CONTACT US

## Lunch Menu

Home

About Trump National

Golf Course

Golf Academy

Pro Shop

Weddings/Special Events

Accommodations

Restaurants

Executive Chef Bio

Breakfast Menu

Lunch Menu

Happy Hour Menu

Golfer's Menu

Dinner Menu

Dessert Menu

Sunday Brunch

Afternoon Tea

Children's Menu

South Beach Night Menus

Dining Reservations

Wine

Upcoming Events

Promotions & Specials

Holiday Events

News Room

Media

Employment

Community

Contact Us

### First Courses

#### Blackened Chicken Sliders

Lemon Aioli, Pepper-Jack Cheese, Iceberg Lettuce  
13

#### Trump's Famous Calamari

Classic Crispy Calamari with Spicy Chili Aioli  
16

#### Seared Crab Cakes

Pancetta, Chick Pea and Leek Cassoulet, Remoulade Sauce  
19

#### Chipotle Lollipop Wings

Served with Gorgonzola Cheese Dressing, Celery & Carrots; Also offered Billy Ray's BBQ Style  
16

#### Grilled Chicken Quesadillas

Spicy Jack Cheese, Roasted Red Peppers, Kalamata Olives, Mediterranean Avocado Salad, Lemon Aioli  
15

### Soups

#### New England Clam Chowder

Soup of the Day

Cup 6 - Bowl 9

### Salads

#### Traditional Cobb Salad

Grilled All-Natural Turkey Breast, Gorgonzola, Bacon, Roma Tomatoes, Cucumbers, Avocado, Hard Boiled Eggs, Choice of Dressing  
15

Substitute Lobster 20

#### Traditional Greek Salad

Marinated Red Onion, Olives, Romaine Lettuce, Roma Tomatoes, Aged Feta Cheese, Preserved Lemon Vinaigrette, Fresh Red Peppers  
13

Add Ahi Tuna 20

9-7



**House Mixed Baby Greens**  
Sliced Tomatoes, English Cucumbers, Balsamic Vinaigrette  
13

**Ken-San Ahi-Tuna Salad**  
Mizuna, Spinach, Ponzu Soy-Ginger Vinaigrette, Yellow Bell Pepper, Watermelon Radish, Crispy Won Ton  
19

**Ken-San Chinese Chicken Salad**  
Grilled Chicken Breast, Napa Cabbage, Bell Peppers, Radicchio, Carrots, Ice Berg lettuce, Scallions, Sweet Honey-Peanut Dressing in a Wonton Basket  
15

**Skirt Steak Salad**  
Thinly-Carved Marinated Skirt Steak, Gorgonzola, Candied Pecans, Watercress, Romaine Lettuce, Yellow Tomatoes, Craisins, Applewood Smoked Bacon, Raspberry Vinaigrette  
20

**Arugula & Baby Watercress Salad**  
Poached Pear, Gorgonzola, Spiced Candied Walnuts, Passion Fruit Dressing  
13

**Traditional Caesar Salad**  
Hearts of Romaine, House-Made Caesar Dressing, Garlic Croutons, Fresh Shaved Pecorino  
13  
Add Chicken 15 ~ Add Shrimp 18

**The Wedge**  
Iceberg Lettuce, Marinated Tomatoes, Bacon Bits, Scallions, Gorgonzola, Creamy Bleu Cheese Dressing  
13

**Sandwiches and More**

\* All Sandwiches are served with French Fries, Onion Rings or Fresh Fruit\*

**10oz. Angus Beef Burger**  
Add any additional topping for a dollar each:  
Cheddar Cheese, Swiss Cheese, Applewood Smoked Bacon, Caramelized Onions, Mushrooms  
15

**Grilled Cheese Sandwich**  
Swiss Cheese, Provolone Cheese, Aged Cheddar Cheese, Sourdough Bread  
10

**House Smoked Pork Cuban Sandwich**  
Sliced Honey Cured Ham, Swiss Cheese, Dill Pickles, Dijonaise, House Baked Cuban Bread  
13

**Grilled Salmon Burger**  
With Dill Aioli, Red Leaf Lettuce, Marinated Tomatoes, Toasted Sourdough Bread  
20

**Trump's Slow Roasted Turkey Club Sandwich**  
Avocado, Applewood Bacon, Red Leaf Lettuce, Sliced Tomato, Mayonnaise, Whole Wheat  
15

**Grilled Reuben Sandwich**  
Corned Beef, Sauerkraut, Swiss Cheese, Russian Dressing, Five-Grain Bread  
15

**Home Made Flat Bread Mediterranean Style Pizza**  
Tomatoes Compote, Feta Cheese, Fresh Arugula, Imported Fine Olive Oil  
13  
Margherita Style 14 ~ BBQ Chicken 15 ~ Cinco Cames 16

9-8

**Tuna Melt**

Fresh Albacore Tuna Salad, Tomatoes, Swiss cheese, Sour Dough Bread  
13

**Traditional French Dip**

House Baked Baguette, Caramelized Onions, Swiss Cheese, Creamy Horseradish Sauce. Au jus  
15

**Entrees**

**Chef's Daily Lunch Box**

Ask Server for Details

**Filet Mignon Tips**

Marinated Tenderloin Tips, Rigatoni Pasta, Spinach, Portabello Mushrooms,  
Garlic, Shallots, Red Wine Sauce, Creamy Boursin Cheese  
28

**Roasted Halibut**

Creamy Mediterranean Farro, Spinach, Watermelon Radish & Tomato Relish  
35

**Feta-Basil Stuffed Chicken**

Linguini Carbonara  
25

**Beer Marinated Carne Asada (Skirt Steak)**

Creamy Corn Risotto, Glazed Broccolini & Baby Carrots, Crispy Onions, Peppercorn Sauce  
29

**Mr. Trump's Fish & Chips**

Fresh Cod Lightly Battered and Fried Golden Brown, Remoulade  
21

**7oz Wood Fire Grilled Salmon**

Rock Shrimp Butternut Squash Risotto, Glazed Broccolini, Lemon Grass & Yuzu Sauce  
32

**Marinated Tempura of Lobster**

Marinated Lobster Tail Fried to a Golden Brown Crisp, Sautéed Napa Cabbage, Bell Peppers, Coconut  
Curry Sauce  
26

All Parties of 8 or More Will Incur an 18% Gratuity

There is a Split Plate Charge of \$7 & \$2 For Salads & Appetizers

Consuming Raw or undercooked Meats, Poultry, Seafood, Shellfish, or Eggs may increase your Risk of Food Born  
Illness

TRUMP GOLF  
Select Your Destination

Executive Chef

Jean-Pierre Vincent

contact@trumpnational.com

9-9

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CALENDAR DIRECTIONS CONTACT US

## Dinner Menu

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- About Trump National
- Golf Course
- Golf Academy
- Pro Shop
- Weddings/Special Events
- Accommodations
- Restaurants
- Executive Chef Bio
- Breakfast Menu
- Lunch Menu
- Happy Hour Menu
- Golfer's Menu
- Dinner Menu
- Dessert Menu
- Sunday Brunch
- Afternoon Tea
- Children's Menu
- South Beach Night Menus
- Dining Reservations
- Wine
- Upcoming Events
- Promotions & Specials
- Holiday Events
- News Room
- Media
- Employment
- Community
- Contact Us

### First Courses

#### Chilled Jumbo Shrimp Cocktail

Endive Salad, Pommery Mustard Vinaigrette, Orange Essence, Tangy Cocktail Sauce  
 Suggested Wine Pairing: 42 South Sauvignon Blanc-Tasmania, Australia- \$10  
 15

#### Trump's Famous Calamari

Classic Crispy Calamari with Spicy Chili Aioli  
 Jordan Chardonnay - Russian River Valley, CA - \$15  
 16

#### Seared Lump Crab Cakes

Pancetta, Chick Pea & Leek Cassoulet, Remoulade Sauce  
 Schramsberg "Blanc de Noirs"- Napa Valley, CA- \$15  
 18

#### Fresh Steamed Mussels & Clams

Venrouth Broth, Garlic Crostinis  
 Henri Bourgeois Sancerre - Loire Valley, France - \$14  
 18

#### Caprese Salad

Fresh Burrata Cheese, Sliced Vine Ripe Tomatoes, Pesto Sauce, Balsamic Reduction  
 Esperto Pinot Grigio - Veneto, Italy - \$10  
 16

#### Marinated Tuna Tataki

Ken San Sauce, Crispy Onions, Scallions & Daikon Salad  
 Chateau L'Afrique 'Rose' - Provence, France - \$12  
 20

#### Foie Gras Terrine a la Jean-Pierre

Toasted Hazelnuts, Ver Jus Pickled Onions, Fig & Apricot Compote, Port Wine Gelee  
 Chateau Anniche - Bordeaux, France - \$12  
 18

#### Spicy Ahi-Tuna Tartar

Avocado, Wasabi Cracker, Spicy Cilantro Aioli  
 Dr. Loosen Riesling - Mosel Valley, Germany - \$11  
 18

#### Lobster Tempura

Marinated Lobster Tail Fried to a Golden Brown Crisp, Sautéed Napa Cabbage, Bell Peppers, Coconut Curry Sauce  
 Cakebread Chardonnay - Napa Valley, CA - \$20  
 26

#### Oscietra Classic - Russian Sturgeon Caviar 1oz

Properly Garnished  
 Taittinger "Brut Prestige" - France - \$20  
 145

9-10





*Truffle & Beef Agnolotti*  
Spiced Foie Gras Sauce, Cherries, Port Wine Reduction  
Four Graces Pinot Noir- Willamette Valley, Oregon- \$14  
18

*Roasted Butternut Squash & Ricotta Ravioli*  
Candied Roasted Almonds, Macerated Cranberries, Balsamic Brown Butter Sauce  
Louis Latour Pouilly Fuisse- Burgundy, France- \$14  
18

### Soups

New England Clam Chowder  
Soup of the Day  
6 Cup ~ 9 Bowl

### Salads

*Ken-San Ahi Tuna Salad*  
Mizuna, Spinach, Ponzu Soy-Ginger Vinaigrette, Yellow Bell Pepper, Watermelon Radish, Crispy Wonton  
18

*Spinach & Frisee Salad*  
Palm Hearts, Avocado, Cheery Tomatoes, Lardons, Croutons, Grain Mustard Dressing  
13

*Arugula & Baby Watercress Salad*  
Poached Pears, Gorgonzola, Spiced Candied Walnuts, Passion Fruit Dressing  
13

*Traditional Caesar Salad*  
Hearts of Romaine, House-Made Caesar Dressing, Garlic Croutons, Fresh Shaved Pecorino  
13

*House Mixed Baby Greens*  
Sliced Tomatoes, English Cucumbers, Balsamic Vinaigrette  
13

### From the Sea

*Sea Bass en Papillote*  
Slow Cooked, Braised Red Lentils, Vegetable Mignon, Saffron Consommé  
Roederer Brut "Estate Rose" - Anderson Valley, CA - \$14  
42

*Roasted Diver Scallops*  
Lobster Raviolis, Leek & Celery Puree, Fennel, Roasted Cipollini Onion, Veal Reduction  
Trefethen Chardonnay - Napa Valley, CA - \$13  
42

*7oz Wood Fire Grilled Salmon*  
Rock Shrimp Butternut Squash Risotto, Glazed Broccolini, Lemon Grass & Yuzu Sauce  
ZD Pinot Noir - Carneros District, CA - \$16  
32

9-11

**Roasted Halibut**

Lemon Thyme Gnocchi, Braised Sea Beans, Refreshing Tomato Fondue  
Alana Estate Sauvignon Blanc-Martinborough, New Zealand-\$12  
42

**Seafood Pescatore**

Linguini, Mussels, Clams, Shrimp, White Wine, Garlic, Tomatoes  
Nipozzano Chianti Riserva - Tuscany, Italy - \$12  
30

**From the Land**

**Lamb "Tagine"**

Braised Lamb Shank, Couscous, Glazed Vegetables, Apricot & Fig Compote, Preserved Lemon  
Natural Au Jus  
Frank Zinfandel - Napa Valley, CA - \$13  
45

**Grilled 10oz. House Aged Filet Mignon**

Pomme Purée, Shallot Compote, Glazed Haricots Verts, Red Wine Sauce  
Heitz Cabernet Sauvignon - Napa Valley, CA - \$20  
45

**14oz. All Natural New York Steak**

Cumin Roasted Fingerling Potatoes, Jumbo Asparagus, Peppercorn Sauce  
Orin Swift "The Prisoner" - Napa Valley, CA - \$18  
45

**Beer Marinated Grilled Double Cut Pork Chop 14oz**

Lightly Toasted Pearl Couscous with Spanish Chorizo, Glazed Summer Vegetables, Sherry Wine Sauce  
Venteux Syrah - Paso Robles, CA - \$12  
38

**Braised Beef Short Ribs**

Creamy Porcini Mushroom Polenta, Fall Vegetables, Red Wine Sauce  
Grinch Hills Merlot - Napa Valley, CA - \$16  
36

**Citrus Marinated House Smoked Chicken**

Navy Bean Cassoulet, Baby Carrot, Broccolini, Morel Mushroom Sauce  
Colores del Sol Malbec - Argentina - \$12  
28

**Tips of Filet Mignon Papardelle**

Marinated Tenderloin Tips, Home Made Pasta, Spinach, Portobello Mushrooms,  
Garlic, Shallots, Red Wine Sauce, Creamy Boursin Cheese  
Justin Cabernet Sauvignon - Paso Robles, CA - \$13  
28

**Vegetarian Options**

**Parmesan Crisp Tower**

Mediterranean Quinoa Salad, Smoked Feta Cheese, Crispy Lotus Root, Preserved Lemon Dressing  
18

**Home Made Eggplant Parmesan**

Salsa Pomodoro, Parmesan Crisp,  
18

All Parties of 8 or More Will Incur an 18% Gratuity

9-12

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Select Your Destination

There is a Split Plate Charge of \$7 & \$2 For Salads & Appetizers

Consuming Raw or undercooked Meats, Poultry, Seafood, Shellfish, or Eggs may increase your Risk of Food Born Illness

Executive Chef  
Jean-Pierre Vincent

Sommelier  
Thomas Compagnon

Trump National Golf Club Los Angeles, California | One Ocean, Trans Drive | Rancho Palms, Venues | CA 90273 | Tel: (310) 765-5000 | E-mail: [contact@trumpnational.com](mailto:contact@trumpnational.com)

9-13

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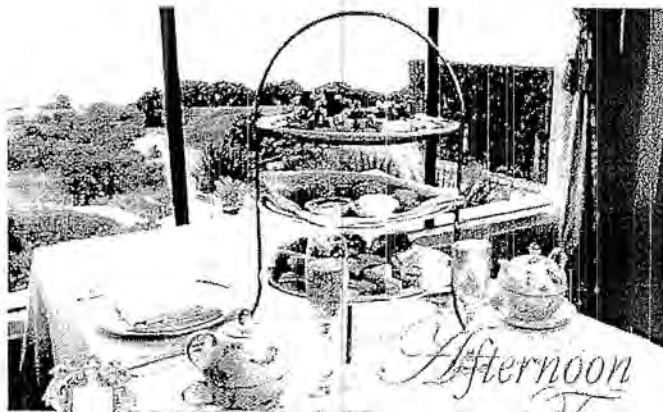
CALENDAR DIRECTIONS CONTACT US

### Afternoon Tea

\$34.95 Per Person Plus Tax & Gratuity  
48 Hour Reservations Are Necessary  
24 Hour Cancellation Policy

Home

- About Trump National
- Golf Course
- Golf Academy
- Pro Shop
- Weddings/Special Events
- Accommodations
- Restaurants
- Executive Chef Bio
- Breakfast Menu
- Lunch Menu
- Happy Hour Menu
- Golfer's Menu
- Dinner Menu
- Dessert Menu
- Sunday Brunch
- Afternoon Tea
- Children's Menu
- South Beach Night Menus
- Dining Reservations
- Wine
- Upcoming Events
- Promotions & Specials
- Holiday Events
- News Room
- Media
- Employment
- Community
- Contact Us



*Trump National Golf Club*

*Afternoon Tea*

Enjoy an elegant Afternoon Tea surrounded by the most beautiful views of the Pacific at Trump National Golf Club

*Sandwiches*

Cucumber, Mint Cream Cheese on Sourdough, Curry Chicken, Celery Mayonnaise on Croissant, Smoked Salmon, Cream Cheese, Roasted Red Pepper, Chives on Wheat Pita, Swiss, Lettuce, Tomato, Grain Mustard on Sourdough, Egg and Watercress Sandwich

*Souffles*

Cranberry, Apricot, Served with Homemade Jam and Fresh Whipped Cream

*Desserts*

New York Style Cheesecake, Fresh Fruit Tarts, Fresh Lemon Squares, Double Fudge Chocolate Brownies, White Chocolate Mousse Cups

*Beverages*

Featuring a selection of exquisite loose leaf teas and only one choice of the following: a glass of champagne, white wine or sherry

*\$34.95 per person*

*\* Price does not include tax and gratuity*

Reservations: 310.303.3260 or [www.trumpnationallosangeles.com](http://www.trumpnationallosangeles.com)

Afternoon Tea is served from 11am to 2pm, and all reservations are to be made 48 hours in advance with a deposit of a credit card. Cancellation policy is 24 hours in advance. Cancellations: Please contact us 24 hours in advance to cancel or reduce the number in your reservation at no charge. If you do not cancel 24 hours prior to your reservation, you will be charged \$25.00 per person.

9.18<sup>14</sup>

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CALENDAR DIRECTIONS CONTACT US

Home

About Trump National

Golf Course

Golf Academy

Pro Shop

Weddings/Special Events

Accommodations

Restaurants

Wine

Upcoming Events

Promotions & Specials

Holiday Events

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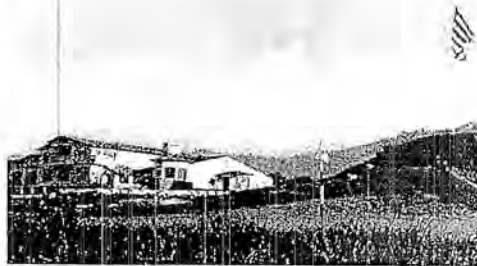
Employment

Community

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## Employment

*Trump National Golf Club exemplifies excellence. From the moment guests arrive, the Club's mission is to provide a world class experience. This is achieved through the golf club's majestic location and amenities, but even more so by the outstanding service provided by the Club's staff.*



If you are seeking to become a team member in delivering the quality professional service that reflects the Trump name, please stop by the Clubhouse and fill out an Application For Hire. The designated days and times are Tuesdays and Thursdays 2:30pm - 5:00pm. Managers of individual departments will contact you to schedule an interview should a position open up. Please do not call the Human Resource Department.

*Applicants are invited to forward resumes via fax to (310) 265-5522 or email it to [admin@trumpnational.com](mailto:admin@trumpnational.com).*

We are currently accepting applications for the following positions:

### Food & Beverage - Restaurant

- Host
- Server
- Busser
- Food Runner

### Food & Beverage - Banquets

- Banquet Captain
- Banquet Set-Up
- Banquet Server
- Banquet Busser

### Food & Beverage - Kitchen

- Banquet Cook
- Prep Cook
- Line Cook
- Dishwasher

### Golf Shop

- Pro Shop Attendant (part time)

### Outside Services and Guest Services

- Golf Cart Attendant (not beverage cart)
- Valet Parking Attendant



9-14<sup>5</sup>

Maintenance Department

Locker Room Attendant (part time)  
Night Cleaners

Executive Offices

No positions currently available

Sales and Catering

No positions currently available

*For additional information, please call us at (310) 265-5000*



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9-16



# **Exhibit 26**



*Trump National Golf Club*

LOS ANGELES

*Food and Beverage  
Orientation  
Manual*

2008

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26

## **WELCOME TO TRUMP NATIONAL GOLF CLUB**

Congratulations! Welcome to Trump National Golf Club on the Palos Verdes Peninsula. We are thrilled to have you join our team and help create guest experiences that are unrivaled. Our facility and golf course are known the world over, and Mr. Trump, by name alone, has set the standard that we need to meet every day.

As guests arrive at Trump National Golf Club, we welcome them into our "home". Our facilities are open to the public, but we would prefer our guests to treat the restaurant, the golf course, the whole facility as their own "private" club. It is our obligation to make them comfortable and treat them as someone special. When they leave us, we hope our guests will become our ambassadors with tales of terrific food and exceptional service.

It is our job to create an atmosphere that combines entertainment, excitement, energy, and sophistication. This philosophy, intertwined with gracious, attentive service, will put you at the top of your game. Our challenge is to fashion an individual style of service so our guests feel genuinely cared for. Starting a new job is exciting and can be overwhelming. At Trump National Golf Club, we are committed to achieving a standard of excellence for our industry. These standards enable all team members to be proud of their own performances, as well as those of their fellow team members. By exceeding our guest's expectations, they will continue to choose and recommend us to others.

The first step toward achieving these standards of excellence is to know what they are! We have prepared manuals, guides, and written materials to give you a total understanding of what your job entails and what is expected of you. We expect you to focus all your energy and abilities on this training process because your work directly influences our company's reputation. Your complete knowledge of our menu, wine list, and beverages is absolutely necessary in order to provide the ultimate dining experience for our guests. In order to achieve this, we will educate you on every ingredient on our menu, the wines and champagnes we offer, and how the two go hand in hand to increase your bottom line. We will spend as much time as necessary preparing you to be our ambassador, with a strong sense of ownership and pride. You will be thoroughly prepared, feeling comfortable and confident before you see your first guest.

We also are committed to providing the best possible working environment, and to support staff members and guests equally. The goal of our leadership is to remove any obstacles so that you may deliver a warm, sincere, engaging style of service to our guests. In order to maintain an atmosphere where these goals can be accomplished, we provide a workplace that is comfortable and progressive.

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Most importantly, we encourage you to give us your ideas and feedback, both positive and negative.

We are glad you have joined us, and hope you will find your work here at Trump National Golf Club to be both challenging and rewarding. Welcome aboard!!

## **PROPERTY INFORMATION**

### **FOOD SERVICE OUTLETS**

There are three different food service establishments here at Trump National Golf Club. Café Pacific and The Golfer's Lounge are full service restaurants. "Lina's is a full service snack bar on the lower level, used mainly by our guests on the golf course. Our banqueting facilities include The Grand Ballroom for weddings and banquets up to 300 guests, and Trump's, a small event banquet room (and our most elegant), with capacity for up to 65 guests.

The Café Pacific is our upscale restaurant, serving breakfast, lunch and dinner. Our menu features modern American cuisine featuring smoked steaks, fresh seafood, eclectic salads, and unique appetizers. Café Pacific opens at 6:30 AM and serves breakfast until 11:00AM. Lunch is served from 11:00AM until 3:00PM. Finally, dinner is served from 5:00PM until closing at 9:00 PM Sunday through Thursday and 10:00 PM on Friday and Saturday. The menu will change every few months or so for lunch and dinner.

The Golfer's Lounge offers the same menu and amenities as the Café Pacific, only with a more casual atmosphere. Our golfers and casually dressed guests can feel right at home with our HD T.V.'s to watch sporting events, or relax after a round of golf. The Golfer's lounge also offers a Bar Menu from 3pm to 5pm in order to accommodate the time gap between lunch and dinner.

### **RESTAURANT QUICK FACTS**

#### **CORKAGE FEE**

- We allow our guests to bring their own wine and champagne not purchased in the restaurant.
- This fee is \$25.00

#### **CHILDREN'S MENU**

- We do offer a children's menu and an activity sheet to take the heat off of Mom and dad!

#### **HIGH TEA**

- \$29.95 per person
- Provides classic English Tea service, including delicious finger sandwiches, a variety of scones, and homemade desserts prepared by our pastry chef.
- Accommodate parties of 7 or more on Monday through Friday and any number on Saturday.

#### **WINE DINNER**

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- Occurs periodically during the year and the price will vary.
- We feature various wines and wineries from all over the world, in combination with various menus to experiment and match different styles of cuisine with different vintages.

#### SUNDAY BRUNCH

- The best brunch along with the best view in L.A.!
- Located in The Golfers Lounge and Café Pacific
- \$64.95 per person, \$19.95 per person under 12
- Overwhelming selection of seafood, salads, sushi, breakfast selections, carving stations, homemade desserts, not to mention a chocolate fountain with all the accoutrements.
- 100 guest per seating, with 2 seatings available at 10:00 and 1:00

#### HOLIDAY BRUNCH

- \$74.95 per guest and \$24.95 per child under 12
- An upscale version of our outstanding Sunday brunch, centrally located in The Grand Ballroom.
- Seatings are at 10am and 1pm
- 250 total guest are allowed per seating

### **CLUBHOUSE QUICK FACTS**

*All facilities are open to the general public*

#### PRO SHOP/GOLF COURSE

- Open daily 6am
- Dress code for the course requires a collared shirt and no denim
- The course is the first and currently only Donald J. Trump signature design

#### GREENS FEES MONDAY THROUGH THURSDAY

- \$275.00 7 to 10 a.m. (Daily)
- \$215.00 10 to Noon (Midday)
- \$165.00 Noon to 12:50 p.m. (Afternoon)
- \$145.00 1 to 3 p.m. (Twilight)
- \$75.00 3:00 to dusk (Sunset)

#### GREENS FEES FRIDAY THROUGH SUNDAY

- \$375.00 7 to 10 a.m. (Daily)
- \$300.00 10 to Noon (Midday)
- \$215.00 Noon to 12:50 (Afternoon)
- \$195.00 1 to 3 p.m. (Twilight)
- \$75.00 3 to dusk (Sunset)

#### DRIVING RANGE

- Open daily 7am
- \$22.00 Unlimited Range Ball

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## **APPEARANCE POLICY**

It is important to remember that every staff member's appearance has an effect on the overall image the guests have of Trump National Golf Club. You are a professional. As a professional, you must remember that the first and perhaps most lasting impression that you make on a person is through your appearance. Make it a positive one.

### **FEMALE STAFF MEMBERS**

- **HAIR** - Hairstyles and colors must be conservative and professional. Hair must be clean, well kept, and neat. Hair must be pulled back from the shoulders and worn in a manner that does not block vision.
- **MAKE-UP** - Female staff members may use make-up applied in a conservative, professional manner.
- **FINGERNAILS** - Fingernails must be clean and appropriate length, not more than one inch from the cuticle. Do not wear unusual, extreme colors or styles of nail polish.
- **PERFUMES** - Perfumes and fragrances, if used, must be subtle and applied in moderation.
- **JEWELRY** - Up to two rings per hand are allowed. No necklaces, bracelets, or anklets will be permitted. Earrings are permitted, not to exceed two per earlobe and must be conservative.
- **T-SHIRTS** - Must not be visible when worn as an undershirt. Do not wear any t-shirts with any type of printing or colors. Undershirts are to be short-sleeve and plain white (not white tank tops as undershirts).
- **TATTOOS** - Visible tattoos of any kind are not permitted and may not be camouflaged by make-up, bandages, or non-uniform clothing.
- **SHOES** - All shoes must be clean, polished, and in good condition. Worn out or tarnished shoes are not permitted. No extreme heels (over three inches), sandals, or open toed shoes. Absolutely no black tennis shoes.

### **MALE STAFF MEMBERS**

- **HAIR** - Hairstyles and colors must be conservative and professional. No partially shaven heads are allowed.
- **FACIAL HAIR** - Clean shaven, no shadows or day old growth. Mustaches are allowed if maintained in a clean and professional manner. Beards are not permitted.
- **FINGERNAILS** - Fingernails must be clean and are not to extend past the fingertips. Only clear nail polish and no nail charms.
- **COLOGNE** - Cologne and fragrances must be in moderation.

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- JEWELRY - Earrings may not be worn while on duty. No facial or otherwise visible body piercing allowed. Watch and two rings per hand- no necklaces.
- T-SHIRTS - Must not be visible when worn as an undershirt. Do not wear T-shirts with any type of printing or decoration as this will show through. Undershirts are to be short-sleeves and plain white (not white tank tops as undershirts).
- TATTOOS - Visible tattoos are not permitted and may not be camouflaged by make-up, bandages, or non-uniform clothing.
- SHOES AND SOCKS – Black socks should be worn with black shoes at all times. All shoes must be clean, polished, and in good condition. Worn out or tarnished shoes are not permitted. Absolutely no black tennis shoes.

## UNIFORMS

Maintaining a high standard of grooming and personal hygiene is essential for anyone working in front of the house, but that is only the start. The uniform one wears at work should be worn with pride. Staff members are expected to be in complete, clean uniforms upon arrival and before clocking in. The guidelines are:

- **ALL SERVERS, BUSBOYS, RUNNERS, AND FRONT OF THE HOUSE STAFF MUST ADHERE TO OUR UNIFORM POLICY. THOSE NOT IN UNIFORM WILL BE SENT HOME AND MAY FORFIET THEIR SHIFT IF NOT PROPERLY DRESSED:**
  - Crisp, clean, pressed black button-down long-sleeve shirt
  - Black dress pants
  - Clean Black apron
  - Black socks
  - Black polished dress shoes
  - Tie (tasteful, not cartooned)
- **ALL BARTENDERS, BAR BACKS, AND FRONT OF THE HOUSE STAFF MUST ADHERE TO OUR UNIFORM POLICY. THOSE NOT IN UNIFORM WILL BE SENT HOME AND MAY FORFIET THEIR SHIFT IF NOT PROPERLY DRESSED.**
  - Crisp, clean, pressed white button-down long-sleeve shirt
  - Black dress pants
  - Trump National issued Bartender Vest (optional)
  - Clean Black apron
  - Black socks
  - Black shoes
  - Tie

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6

## UNIFORMS FOR HOSTESSES

The first person seen after a guest walks through the front door is the Hostesses. Hostesses provide a first impression of the facility, and can set the tone for the entire evening. It is important that the hostess not only greet and seat the guest in a relaxed, friendly way, but it is also important that they look their best as well. There are no set uniforms for hostesses, but these guidelines must be met:

- ❖ Hostesses must wear black, no colors
- ❖ No torn or frayed clothing
- ❖ Heels are not to exceed three inches
- ❖ No low rise pants or slacks
- ❖ No low cut shirts or blouses

## ATTENDANCE AND PUNCTUALITY

Attendance and punctuality are important factors for your success within our company. Being on time and ready for work is essential to establish teamwork with others and a sense of ownership for your self. We work as a team and this requires that each person be in the right place at the right time. Basically, when you are late or miss a shift, it hurts the team's ability to succeed.

- If you are sick or have a family emergency, **you must notify the Manager on duty at least two hours before your scheduled start of your shift.** If you are going to be late, call ASAP with your probable time of arrival.
- Schedules are weekly and will be posted by **Friday** of the previous week. It is your responsibility to know your schedule in advance. Do not call in for your schedule. Schedules can change from week to week depending on business. Any schedule requests are just that. We will try to accommodate special requests but cannot and will not guarantee it. **Covering a scheduled shift is your responsibility and must be approved in advance by a Manager.**
- There will be a shift change log at the hostess stand. The shift change will be logged with the correct date with the shift times. **It must be signed by both staff members and then approved and signed by the manager.** Management will determine whether or not the shift change is approved based on what is best for Trump National Golf Club. Ultimately, the person scheduled is responsible for covering the shift. **If your replacement does not show up, it will be considered a no call/no show. If no one shows up for the shift, it will be grounds for termination.**
- **IF YOU ARE ABSENT FROM A SHIFT AND YOU DO NOT NOTIFY MANAGEMENT, THIS IS CONSIDERED A NO CALL/NO SHOW**

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**PARKING**

Parking is available in the maintenance lot on the left side of Ocean Trails Drive. We are not responsible for loss, damage or theft. Therefore, it is strongly recommended that you lock your vehicle. Shuttle service may be available, but is not provided at all times. Any use of any vehicle (i.e. personal vehicle, golf carts, etc.) outside designated areas is strictly prohibited.

**VISITORS**

Staff members are not permitted to have friends or relatives visit them while at work unless they are patronizing the restaurant. At no time should friends or relatives be in the break room, staff locker room, or any back of the house area.

**PERSONAL CALLS/CELL PHONES**

No employee shall receive or place personal phone calls on Trump National Golf Club phone lines. Emergencies, of course, are the exception. Cell phone use is prohibited while punched in through the time clock. You may do so in the break room while on a break.

**EMPLOYEE MEALS**

Employee meals are provided at no extra charge here at Trump national Golf Club. No eating while you are working, especially in the kitchen. It may only be done while on a break in a properly designated area.

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DLM 00105

# **Exhibit 29**

# Memo

**To:** All Personnel  
**From:** Mariela Farias, Human Resources  
**CC:** David Conforti and Tom Sperandeo  
**Date:** 1/8/2009  
**Re:** Lunch Breaks

---

Please see the below excerpt from the Employee Manual that you signed upon your hiring as it relates to meal and rest periods page 13 of 42:

## E. BREAK TIMES

Non-exempt employees **MUST** take a ten (10) minute break near the middle of each four (4) hour segment of each workday.

## F. MEAL PERIODS

Non-exempt employees **MUST** take a meal period of not less than one half hour within the first five and one-half hours of their work schedule. Some employees may be scheduled for a normal one (1) hour lunch period. If you leave the premises you are required to punch out. Employees on a daily work schedule of six (6) hours or less may waive their unpaid lunch meal period by mutual written consent with their supervisor.

If there are any issues, concerns, or questions regarding this, or if you have issues or concerns regarding this policy in the future, please notify me immediately so that I may be of assistance.

# **Exhibit 30**





*Trump National Golf Club*  
LOS ANGELES

David Conforti  
General Manager/Director of Golf  
One Ocean Trails Drive  
Rancho Palos Verdes, CA 90275  
310.303.3244  
310.265.5522 ( fax)  
dconforti@trumpnational.com

## Memorandum

To: All Staff Members  
From: David Conforti  
cc: Tom Sperandio, Mariela Farias  
Date: Thursday, 16 April 2009  
Subject: New Time Clocks

With our new time clocks, we have some new capabilities. One of the things we can now do is ensure that all hourly staff members are getting and taking their proper meal periods as set forth at page 13 of the Employee Manual. Effective Monday, April 20, 2009, we will expect all hourly staff members to start clocking out and in for lunch.

Hourly employees who work 5 or more hours must take a 30-minute meal period. Meal periods must be at least 30 minutes in duration, and it is our expectation that you will not clock back in or start working again until the completion of a full 30 minutes. There will be a 5-minute grace period following the expiration of the 30-minute period in which to clock back in. Lunch periods are to be uninterrupted and duty free. You may leave the Club if you wish, but we expect you to let your supervisor know if you are going to be leaving the property. You are not allowed to miss part or all of any meal period without prior approval from your supervisor or Human Resources.

As for lunch times, effective April 20, food will be available daily from 10:00 to 11:00 am, and from 3:30 to 4:30 pm. Other policies regarding the Staff meal such as not taking food home and using the appropriate containers remain in effect.

If you work a shift of more than 5, but 6 or less, hours, you may agree to waive your 30-minute meal period waiver and leave the work place 30 minutes early. In order to do so, you must have a Meal Period Waiver Agreement that is signed by you and the Club and that is in effect. Similarly, if you work 10 or more hours, you are entitled to a second 30-minute meal period, which can be waived if you work less than 12 hours, if you have a Meal Period Waiver Agreement that is signed by you and the Club that is in effect, and if you actually took your first meal period. If you do waive a meal period as set forth in this paragraph, you still are expected to take a proper rest period (break) as described below in the next paragraph.

It is not necessary for you to clock out and in for your rest periods. For your rest periods, it is our expectation that you will take a full 10-minute break for every 4 hours or major fraction thereof that you work. As with meal periods, breaks should be duty free and uninterrupted. Also, as with meal periods, you must get prior approval from your supervisor or Human Resources before you ever miss a break.

We will be following up with you to make sure you are taking your meal periods and rest periods. And, we will also be asking you to sign an acknowledgment that you are taking them when you sign your time sheets every two weeks.

If there are any questions in this regard, please direct them immediately to Tom or Mariela. As ever, you may also address any questions with myself or your immediate department heads as well. Thank you for your continued fine efforts thus far for the year as we continue to wade our way through these challenging economic times.

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DLM 00114

# **Exhibit 32**

# Trump National Golf Club

## EMPLOYEE WARNING NOTICE

Employee Name DAVE PERRY

Department GOLF (10)

Date of Warning 2 / 14 / 08  
Mo. Day Year

**TYPE OF VIOLATION:**

<input type="checkbox"/> Attendance	<input checked="" type="checkbox"/> Failure to Follow Directions	<input checked="" type="checkbox"/> Violation of Company Policy or Procedure
<input type="checkbox"/> Lateness or Early Quit	<input type="checkbox"/> Violation of Safety Rules	<input type="checkbox"/> Willful Damage to Material or Equipment
<input type="checkbox"/> Insubordination	<input type="checkbox"/> Rudeness to Employees or Customers	<input type="checkbox"/> Other

**TYPE OF WARNING:**  Written  Verbal (Verbal warning does not require employee signature)

**SUPERVISOR STATEMENT:** Date of Incident 2 / 14 / 08 Time ≈ 830 a.m. or (p.m.)  
Mo. Day Year

In the throes of the busiest night of the year thus far for dinner reservations, and a night when a 3<sup>rd</sup> inlet staff member was even assigned so that the staff was more appropriately ready to handle the traffic, Mr. Perry left for at least 12 minutes to make a "goal run". He did this with no authorization from a manager, and he leaves the property during such a busy note.

**EMPLOYEE STATEMENT:**  I agree with Supervisor's statement.  
 I disagree with Supervisor's description of violation for these reasons:

Will respond at a later date. DP

**ACTION TO BE TAKEN:**

Warning  Probation  Suspension  Dismissal  Other \_\_\_\_\_

Consequence should incident occur again: Mr. Perry will be suspended until the week of 25 February. If this happens again, he will be terminated.

I have read this Employee Warning Notice and understand it.

Signature of Employee _____	Date: <u>2 / 15 / 08</u> <small>Mo. Day Year</small>
Signature of Supervisor who issued warning _____	Date: <u>2 / 15 / 08</u> <small>Mo. Day Year</small>
Signature of Director of Golf/General Manager _____	Date: <u>2 / 15 / 08</u> <small>Mo. Day Year</small>

# **Exhibit 33**

Employee Name DAVID PERRY

Department 10

Date of Warning 9 / 4 / 8  
Mo. Day Year

**TYPE OF VIOLATION:**

- Attendance
- Lateness or Early Quit
- Insubordination
- Failure to Follow Directions
- Violation of Safety Rules
- Rudeness to Employees or Customers
- Violation of Company Policy or Procedure
- Willful Damage to Material or Equipment
- Other

TYPE OF WARNING:  Written  Verbal (Verbal warning does not require employee signature)

SUPERVISOR STATEMENT: Date of Incident 9 / 4 / 8 Time 7:30 (a.m) or p.m.  
Mo. Day Year

Upon my arrival to work this morning, there were 4 cars at Valot 1, 3 bags standing there unattended and guests walking up with their own bags. It necessitated me going to cover Valot 1 position for a few minutes. Mr. Perry was off-property, getting breakfast, without checking with a manager, and left us short-handed at bag drop.

EMPLOYEE STATEMENT:  I agree with Supervisor's statement.  
 I disagree with Supervisor's description of violation for these reasons:

**ACTION TO BE TAKEN:**

- Warning
- Probation
- Suspension <sup>(and perhaps)</sup>
- Dismissal
- Other

Consequence should incident occur again: This is a 15-shift suspension and as a second offense may result in a termination

I have read this Employee Warning Notice and understand it.

Signature of Employee: [Signature] Date: 9 / 4 / 8  
Mo. Day Year

Signature of Supervisor who issued warning: [Signature] Date: 9 / 4 / 8  
Mo. Day Year

Signature of Director of Golf/General Manager: [Signature] Date: 9 / 4 / 8  
Mo. Day Year



# **Exhibit 34**

**EMPLOYEE STATUS FORM\***

Complis nly portions of this form, which are applicable to personnel action

NAME: PERRY DAVID  
Last First Middle  
 ADDRESS: 878 W. 84th Street #1  
City State Zip  
San Pedro Calif 90731  
 Soc. Sec. Number [REDACTED] Birthday: 5/24/73 Phone # 310, 987 0288

CHANGE:	New Hire	Pay Rate	Leave of Absence
	Rehire	Job Title/ Position	Return from LOA
	<u>Terminated</u>	Status	Other
		Change in Dependents (W4)	

EFFECTIVE DATE: 9/15/2008 HIRE DATE 1/31/2004

Previous or Current Information Department: <u>GOLF</u> Job Title: <u>OUTSIDE SERVICE ATTENDANT</u> Status: <u>Full Time</u> <u>Part Time</u> <u>Regular</u> <u>Temp</u> <u>Seasonal</u> <u>Non-Exempt</u> <u>Exempt</u> Pay Rate: \$ <u>8.00</u> Hourly           Weekly	New Information (If applicable) Department: _____ Job Title: _____ Status: Full Time Part Time Regular Temp Seasonal Non-Exempt Exempt Pay Rate: \$ _____ Hourly           Weekly
--	--

For Pay Rate Change: Percent Increase: \_\_\_\_\_ % Date of Last Increase: \_\_\_/\_\_\_/\_\_\_

REASON FOR PAYROLL CHANGE:  New Employee  Promotion  
 Merit Increase  Other

REASON FOR TERMINATION:  Voluntary  Failure to Return from LOA  
 Discharged  Other: \_\_\_\_\_

Vacation Payout Due: \_\_\_\_\_ Hours Eligible for Rehire?  Yes  No

REMARKS: Terminated for repeat offense of un authorized leaving the premises. See warning notices attached.

Approval: [Signature] [Signature] 9.5.8  
Department Head Date General Manager/Dir of Golf Date

EMPLOYEE ACKNOWLEDGEMENT (OPTIONAL):  
 ENTRY: [Signature] [Signature]  
Payroll/Accounting Date Personnel/Human Resources Date

# **Exhibit 65**

16:55:57PM

MARIEL000

# Employee Time Sheet

Date Range: 12/24/2007 - 1/6/2008

Company 01 Trump National Golf Club-L.A.  
Department 43 Cafe

Messerschmidt, Lucy  
ID # 063891  
Clock #: 876

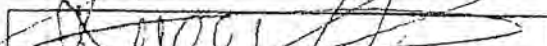
	In	Out		Pay Type	Reg	OTI	(1/2)	Prem	Misc	Totals
Mon 12/24/2007	7:04AM	NS 2:02PM	Cafe Hostess	Regular	7.00					7.00
Tue 12/25/2007			Cafe Hostess	Holiday						
Wed 12/26/2007	7:01AM	NS 3:05PM	Cafe Hostess	Regular	8.00				8.00	8.00
Thu 12/27/2007	7:03AM	NS 1:10PM	Cafe Hostess	Regular	6.25					6.25
Fri 12/28/2007	7:00AM	NS 3:05PM	Cafe Hostess	Regular	8.00					8.00
Tue 1/1/2008			Cafe Hostess	Holiday						
Wed 1/2/2008	7:05AM	NS 3:06PM	Cafe Hostess	Regular	8.00				8.00	8.00
Thu 1/3/2008	7:04AM	NS 3:03PM	Cafe Hostess	Regular	8.00					8.00
<b>Employee Totals:</b>					<b>45.25</b>				<b>16.00</b>	<b>61.25</b>

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DLM 00477

Supervisor Signature



Employee Signature



65

# **Exhibit 66**



*Trump National Golf Club*  
LOS ANGELES

Joey Kim  
Director of Outside Services  
One Ocean Trails Drive  
Rancho Palos Verdes, CA 90275  
310.702.1355 (cell)  
310.265.5522 (fax)

## Memorandum

To: All Staff Members  
From: Joey Kim  
cc: David Conforti  
Date: November 24, 2009  
Subject: Break time

### Valets, Starters and Player Hosts,

A meeting will be scheduled sometime next week concerning our break time format. Until then if you should have any questions please do not hesitate to ask Joey or Human resources.

- 5 hour shift = No 30 minute break required.
- 5 hours - up shift = requires a 30 minute break.
- Must work at least 3 hours of your shift before taking a 30-minute break.
- Must not exceed 5 hours before taking your 30-minute break.  
(Suggest taking the 30-minute break 4 to 4 ½ hours into your shift / schedule will reflect your designated break time and any deviations will require a managers approval.
- The WAIVER FORM can only be used if working a shift that is no less than 5 hours and no more than 6 hours (translation, a 5 to 6 hour shift). The waiver needs to be signed each time you chose to use it.
- Always notify your department supervisor and co-workers before leaving your post for your 30-minute break.
- Anything less than a 30-minute break is unacceptable (i.e. 24 minutes, 27 minutes, 28 minutes, 29 minutes). An allowance of a few minutes exceeding the 30 minutes is acceptable as long as it is not excessive (i.e. 36 minutes).
- 100% compliance is expected from 100% of the entire staff 100% of the time!



# **Exhibit 67**

**Joey Kim**

---

**From:** Joey Kim [jkim@trumpnational.com]  
**Sent:** Thursday, September 04, 2008 5:43 PM  
**To:** davidconforti@trumpnational.com  
**Subject:** if you have time

Hey David, if we can discuss Kyle Faucette possible full time status. He has been asking me to arrange a meeting. Also, if we can regroup John Sanchez position and pay rate that would be great. John expressed to me the other day that due to the extremely low tip outs lately, he doesn't know how much longer he can stay here. Having said that, I feel that this meeting and bump in pay will come at a good time. I cant afford to loose either one of them. In addition, I have given the Dave Perry issue some thought today....I feel that enforcing policy and procedure is extremely important and little or no mercy should be given for second offenders. However, I also feel that there comes a time when you have to think about what will be better for the facility, team and overall operation not to mention the busy months we have in front of us. We have lost a good amount of solid staff members in our quest to uphold and enforce company policy (that's a good thing and something that never existed during MVDG reign), but I think in this case we are paying too high of a PRICE just to send the message to the team. Accountability is important but crippling the platoon before the battle is HUGE. The team is currently at an all time low as far as experience and quality. Although I am in the process of rebuilding, losing a pillar at this time will be concerning. Please let me know your thoughts on this matter at your soonest. Finally, if we can arrange a meeting with Sanchez and me so we can go over the Concourse details that would be great. I plan to have a outside service meeting after and I will go over the info with the team.

Thanks,  
Joey

This e-mail message, and any attachments to it, are for the sole use of the intended recipients, and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution of this email message or its attachments is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company. Finally, while the company uses virus protection, the recipient should check this email and any attachments for the presence of viruses. The company accepts no liability for any damage caused by any virus transmitted by this email.

67

# **Exhibit 68**

5.14.09

Outside Service Staff:

RE: lunch breaks: Consider this memo to be a plea for help from me to the outside service staff. First of all just as a reminder, that lunch shifts are mandatory and must be for a period of thirty minutes (no more or no less). I need everyone to understand and comply with this procedure without fail. After reviewing the time sheets for a period of two weeks, I've noticed that we have some team members that do one-of-two things: 1.) Fail to take a lunch break, 2.) Take too short of a lunch break, 3.) Take too long of a lunch break. This has to stop now. We are all responsible adults and I feel confident that we can get this right. I would like to be able to trust in each and every one of you that from this day forward, it will no longer be an issue. One might consider wearing a watch and setting the timer in order to avoid this type of violation. Either way, 100% compliance from this day forward will be required. Any future issues in this matter will need to be addressed with a write-up leading up to termination of employment. Please help me to avoid taking such measures. Taking our lunch breaks is an easy thing to do guys! Thank you very much for your understanding in this matter. JOEY-

DLM005458

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**PROOF OF SERVICE**

I am over the age of eighteen years and not a party to this action; my business address is 1541 Ocean Avenue, Suite 200, Santa Monica, California 90401.

On July 20, 2012 I served **Plaintiffs Lucy Messerschmidt's and Dave Perry's Joint Notice of Motion and Motion for Class Certification; Memorandum of Points and Authorities in Support Thereof; Declarations of Plaintiffs Dave Perry and Lucy Messerschmidt and 24 Witnesses and Plaintiffs' Counsel Anthony J. Orshansky and Jeffrey W. Cowan** the interested parties in said action as indicated below:

**Jill Martin, Esq.**  
Trump National Golf Club  
One Ocean Trails Drive  
Rancho Palos Verdes, CA 90275  
*[Attorneys for Defendant]*

**[BY MAIL]** by placing a copy of said document for collection and mailing on the date indicated above, in a sealed envelope(s), addressed as set forth above, pursuant to ordinary business practices. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service at Santa Monica, California on that same day in the ordinary course of business.

**[BY OVERNIGHT COURIER]** I caused to be delivered to and served by overnight courier Federal Express (next day delivery) on all interested parties in said action, the above named document(s) by placing true copies thereof in enclosed sealed envelopes, delivery fees paid or provided for, and addressed as set forth above.

**[STATE]** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 20, 2012, at Santa Monica, California.

\_\_\_\_\_  
**Tammy Nguyen**