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Assigned for All Purposes
Judge Randall J. Sherman
cx-105

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

NEVINE GIRGIS, as an individual and on
behalf of all other aggrieved employees,

Plaintiff,

vs.

LIFE GENERATIONS HEALTHCARE LLC;
GHC OF AUBURN, LLC d.b.a. SIENA
SKILLED NURSING AND
REHABILITATION CENTER; GHC OF
CANOGA PARK, LLC d.b.a. CANYON
OAKS NURSING AND REHABILITATION
CENTER; GHC OF CONTRA COSTA, LLC
d.b.a. BAYBERRY SKILLED NURSING
AND HEALTHCARE CENTER; GHC OF
DALY CITY 102, LLC d.b.a. ST. FRANCIS
HEIGHTS CONVALESCENT HOSPITAL;
GHC OF DALY CITY 239, LLC d.b.a. ST.
FRANCIS CONVALESCENT PAVILION;
GHC OF EL CAJON, LLC d.b.a. BRADLEY
COURT; GHC OF HENDERSON, LLC d.b.a.
HORIZON RIDGE SKILLED NURSING
AND REHABILITATION CENTER; GHC
OF KEARNY MESA, LLC d.b.a. KEARNY
MESA CONVALESCENT AND NURSING
HOME; GHC OF LA MESA, LLC d.b.a.
ARBOR HILLS NURSING CENTER; GHC

Case No. 30-2022-01298476-CU-OE-CXC

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 et seq.)**

UNLIMITED CIVIL CASE

1 OF LAKESIDE, LLC d.b.a. LAKESIDE
2 SPECIAL CARE CENTER; GHC OF
3 LAKEVIEW TERRACE, LLC d.b.a.
4 LAKEVIEW TERRACE SPECIAL CARE
5 CENTER; GHC OF LOMPOC, LLC d.b.a.
6 LOMPOC SKILLED NURSING AND
7 REHABILITATION CENTER; GHC OF
8 LOS GATOS, LLC d.b.a. PLUM TREE
9 CARE CENTER; GHC OF MODESTO, LLC
10 d.b.a. ENGLISH OAKS CONVALESCENT
11 AND REHABILITATION HOSPITAL; GHC
12 OF NATIONAL CITY I, LLC d.b.a.
13 FRIENDSHIP MANOR NURSING AND
14 REHABILITATION CENTER; GHC OF
15 NATIONAL CITY II, LLC d.b.a. CASTLE
16 MANOR NURSING AND
17 REHABILITATION CENTER; GHC OF
18 NEWPORT BEACH, LLC d.b.a. NEWPORT
19 NURSING AND REHABILITATION
20 CENTER; GHC OF PLEASANTON, LLC
21 d.b.a. PLEASANTON NURSING AND
22 REHABILITATION CENTER; GHC OF
23 SAC-RCFE, LLC d.b.a. GRAMERCY
24 COURT ASSISTED LIVING; GHC OF SAC-
25 SNF, LLC d.b.a. GRAMERCY COURT
26 SKILLED NURSING AND
27 REHABILITATION CENTER; GHC OF
28 SAN FRAN 180, LLC d.b.a. CITY VIEW
POST ACUTE; GHC OF SAN FRAN 68,
LLC d.b.a. LAWTON SKILLED NURSING
AND REHABILITATION CENTER; GHC
OF SAN JOSE, LLC d.b.a. VISTA MANOR
NURSING CENTER; GHC OF SAN
RAFAEL, LLC d.b.a. SMITH RANCH
SKILLED NURSING AND
REHABILITATION CENTER; GHC OF
SANTEE, LLC d.b.a. STANFORD COURT
SKILLED NURSING AND
REHABILITATION CENTER; GHC OF
SUNNYVALE, LLC d.b.a. CEDAR CREST
NURSING AND REHABILITATION
CENTER; GHC OF TEM-RCFE, LLC d.b.a.
TEMECULA MEMORY CARE; GHC OF
TEM-SNF, LLC d.b.a. TEMECULA
HEALTHCARE CENTER; GHC OF
UPLAND RCFE, LLC d.b.a. HERITAGE

COURT ASSISTED LIVING; GHC OF
UPLAND SNF, LLC d.b.a. HERITAGE
PARK NURSING CENTER; GHC OF
WALNUT CREEK, LLC d.b.a. WALNUT
CREEK SKILLED NURSING AND
REHABILITATION CENTER; GHC OF
SACRAMENTO, LLC; GHC OF NORTH-
MASTER, LLC; GHC of MASTER ANB-
FRESNO, LLC; GHC OF EL C-RCFE, LLC;
GHC of Fresno, LLC; GHC OF BLUE
OAKS, LLC; GHC OF ANBERRY, LLC;
GHC OF SAN JOSE NOTE, LLC; GHC OF
STRIVE, LLC; GHC OF TEMECULA, LLC;
GHC OF UPLAND DEMENTIA, LLC;
California Limited Liability Companies and
DOES 1 through 100,

Defendants.

1 Plaintiff Nevine A. Girgis (“Plaintiff”), on behalf of herself and all other aggrieved
2 employees, hereby brings this Representative Action Complaint against Defendants Life
3 Generations Healthcare LLC, GHC of Auburn, LLC d.b.a. Siena Skilled Nursing And
4 Rehabilitation Center, GHC of Canoga Park, LLC d.b.a. Canyon Oaks Nursing And
5 Rehabilitation Center, GHC of Contra Costa, LLC d.b.a. Bayberry Skilled Nursing And
6 Healthcare Center, GHC of Daly City 102, LLC d.b.a. St. Francis Heights Convalescent Hospital,
7 GHC of Daly City 239, LLC d.b.a. St. Francis Convalescent Pavilion, GHC of El Cajon, LLC
8 d.b.a. Bradley Court, GHC of Henderson, LLC d.b.a. Horizon Ridge Skilled Nursing And
9 Rehabilitation Center, GHC of Kearny Mesa, LLC d.b.a. Kearny Mesa Convalescent And
10 Nursing Home, GHC of La Mesa, LLC d.b.a. Arbor Hills Nursing Center, GHC of Lakeside, LLC
11 d.b.a. Lakeside Special Care Center, GHC of Lakeview Terrace, LLC d.b.a. Lakeview Terrace
12 Special Care Center, GHC of Lompoc, LLC d.b.a. Lompoc Skilled Nursing And Rehabilitation
13 Center, GHC of Los Gatos, LLC d.b.a. Plum Tree Care Center, GHC of Modesto, LLC d.b.a.
14 English Oaks Convalescent And Rehabilitation Hospital, GHC of National City I, LLC d.b.a.
15 Friendship Manor Nursing And Rehabilitation Center, GHC of National City II, LLC d.b.a. Castle
16 Manor Nursing And Rehabilitation Center, GHC of Newport Beach, LLC d.b.a. Newport Nursing
17 And Rehabilitation Center, GHC of Pleasanton, LLC d.b.a. Pleasanton Nursing And
18 Rehabilitation Center, GHC of SAC-RCFE, LLC d.b.a. Gramercy Court Assisted Living, GHC
19 of SAC-SNF, LLC d.b.a. Gramercy Court Skilled Nursing And Rehabilitation Center, GHC of
20 SAN FRAN 180, LLC d.b.a. City View Post Acute, GHC of SAN FRAN 68, LLC d.b.a. Lawton
21 Skilled Nursing And Rehabilitation Center, GHC of San Jose, LLC d.b.a. Vista Manor Nursing
22 Center, GHC of San Rafael, LLC d.b.a. Smith Ranch Skilled Nursing And Rehabilitation Center,
23 GHC of Santee, LLC d.b.a. Stanford Court Skilled Nursing And Rehabilitation Center, GHC of
24 Sunnyvale, LLC d.b.a. Cedar Crest Nursing And Rehabilitation Center, GHC of TEM-RCFE,
25 LLC d.b.a. Temecula Memory Care, GHC of TEM-SNF, LLC d.b.a. Temecula Healthcare Center,
26 GHC of Upland RCFE, LLC d.b.a. Heritage Court Assisted Living, GHC of Upland SNF, LLC
27 d.b.a. Heritage Park Nursing Center, GHC of Walnut Creek, LLC d.b.a. Walnut Creek Skilled
28 Nursing And Rehabilitation Center, GHC of Sacramento, LLC, GHC of North-Master, LLC,

1 GHC of Master ANB-FRESNO, LLC, GHC of EL C-RCFE, LLC, GHC of Fresno, LLC, GHC
2 of Blue Oaks, LLC, GHC of Anberry, LLC, GHC of San Jose Note, LLC, GHC of Strive, LLC,
3 GHC of Temecula, LLC, GHC of Upland Dementia, LLC, California Limited Liability
4 Companies; and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and
5 belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all other aggrieved employees, hereby brings
8 this representative action for recovery of civil penalties under California Labor Code §§ 2698 *et*
9 *seq.*

10 2. This Court has jurisdiction over Defendants because, upon information and belief,
11 Defendants are citizens of California, Defendants have sufficient minimum contacts in
12 California, or otherwise intentionally avail themselves to the California market so as to render
13 the exercise of jurisdiction over them by the California courts consistent with the traditional
14 notions of fair play and substantial justice.

15 **VENUE**

16 3. Venue as to each Defendant is proper in this judicial district pursuant to California
17 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
18 complained of herein occurred in the County of Orange. Further, at all times relevant herein
19 Plaintiff was employed by Defendants within the County of Orange.

20 **PARTIES**

21 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was, and currently is, a California resident, residing in the County of Orange. During
23 the one year immediately preceding Plaintiff’s giving of the required notice under the PAGA, and
24 within the statute of limitations periods applicable to the cause of action pled herein, Plaintiff was
25 employed by Defendants as an hourly non-exempt employee.

26 5. Plaintiff is informed and believes, and based thereon alleges, that during the one
27 year preceding Plaintiff’s giving of the required notice under the PAGA and continuing to the
28 present, Defendants did (and do) business by owning, managing, controlling, directing, and

operating approximately 28 nursing facilities that provide skilled nursing and long-term care, and employed Plaintiff and other similarly-situated hourly non-exempt employees within the County of Orange and, therefore, were (and are) doing business in the County of Orange and the State of California.

6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants were licensed to do business in California and the County of Orange, and were the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 19).

7. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Representative Action Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Aggrieved Employees (as defined in Paragraph 19) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 19).

9. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

10. Plaintiff is informed, and believes, and thereon alleges, that Life Generations Healthcare LLC is a group of skilled nursing homes and is the parent company and/or controlling

entity of approximately twenty-eight (28) skilled nursing facilities in California, including, but not limited to, GHC of Auburn, LLC d.b.a. Siena Skilled Nursing And Rehabilitation Center, GHC of Canoga Park, LLC d.b.a. Canyon Oaks Nursing And Rehabilitation Center, GHC of Contra Costa, LLC d.b.a. Bayberry Skilled Nursing And Healthcare Center, GHC of Daly City 102, LLC d.b.a. St. Francis Heights Convalescent Hospital, GHC of Daly City 239, LLC d.b.a. St. Francis Convalescent Pavilion, GHC of El Cajon, LLC d.b.a. Bradley Court, GHC of Henderson, LLC d.b.a. Horizon Ridge Skilled Nursing And Rehabilitation Center, GHC of Kearny Mesa, LLC d.b.a. Kearny Mesa Convalescent And Nursing Home, GHC of La Mesa, LLC d.b.a. Arbor Hills Nursing Center, GHC of Lakeside, LLC d.b.a. Lakeside Special Care Center, GHC of Lakeview Terrace, LLC d.b.a. Lakeview Terrace Special Care Center, GHC of Lompoc, LLC d.b.a. Lompoc Skilled Nursing And Rehabilitation Center, GHC of Los Gatos, LLC d.b.a. Plum Tree Care Center, GHC of Modesto, LLC d.b.a. English Oaks Convalescent And Rehabilitation Hospital, GHC of National City I, LLC d.b.a. Friendship Manor Nursing And Rehabilitation Center, GHC of National City II, LLC d.b.a. Castle Manor Nursing And Rehabilitation Center, GHC of Newport Beach, LLC d.b.a. Newport Nursing And Rehabilitation Center, GHC of Pleasanton, LLC d.b.a. Pleasanton Nursing And Rehabilitation Center, GHC of SAC-RCFE, LLC d.b.a. Gramercy Court Assisted Living, GHC of SAC-SNF, LLC d.b.a. Gramercy Court Skilled Nursing And Rehabilitation Center, GHC of SAN FRAN 180, LLC d.b.a. City View Post Acute, GHC of SAN FRAN 68, LLC d.b.a. Lawton Skilled Nursing And Rehabilitation Center, GHC of San Jose, LLC d.b.a. Vista Manor Nursing Center, GHC of San Rafael, LLC d.b.a. Smith Ranch Skilled Nursing And Rehabilitation Center, GHC of Santee, LLC d.b.a. Stanford Court Skilled Nursing And Rehabilitation Center, GHC of Sunnyvale, LLC d.b.a. Cedar Crest Nursing And Rehabilitation Center, GHC of TEM-RCFE, LLC d.b.a. Temecula Memory Care, GHC of TEM-SNF, LLC d.b.a. Temecula Healthcare Center, GHC of Upland RCFE, LLC d.b.a. Heritage Court Assisted Living, GHC of Upland SNF, LLC d.b.a. Heritage Park Nursing Center, GHC of Walnut Creek, LLC d.b.a. Walnut Creek Skilled Nursing And Rehabilitation Center, GHC of Sacramento, LLC, GHC of North-Master, LLC, GHC of Master ANB-FRESNO, LLC, GHC of EL C-RCFE, LLC, GHC of Fresno, LLC, GHC of Blue

Oaks, LLC, GHC of Anberry, LLC, GHC of San Jose Note, LLC, GHC of Strive, LLC, GHC of Temecula, LLC, GHC of Upland Dementia, LLC. Plaintiff is informed and believes, and thereon alleges, Life Generations Healthcare LLC implements policies/procedures relating to compensation, meal and rest periods, and other wage and hour policies/procedures at its skilled nursing facilities in California. Plaintiff is informed and believes, and thereon alleges, that although Life Generations Healthcare LLC and its Californian facilities are organized separately, in practice, they act, and have always acted, as the same joint enterprise. They each exert control over the wages, hours, and/or working conditions of Plaintiff and other non-exempt employees.

11. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the Aggrieved Employees (as defined in Paragraph 19).

REPRESENTATIVE ACTION ALLEGATIONS

12. Plaintiff was employed by Defendants as a non-exempt Licensed Vocational Charge Nurse (or similarly titled position) from approximately December 2021 until approximately September 3, 2022.

13. During Plaintiff's employment with Defendants, Defendants did not compensate Plaintiff and other hourly non-exempt employees for all the time that they worked, including but not limited to the time that the employees were subject to the control and direction of Defendants; and/or the time that the employees were suffered or permitted to work. Specifically, Defendants required Plaintiff and other non-exempt employees to undergo COVID-19 temperature checks, nasal swap tests, for which they had to wait at least 15 minutes for the results, and other screenings at the beginning of the workday. However, Defendants failed to compensate Plaintiff and other non-exempt employees for this time because these procedures were performed off-the-clock. As a result, Defendants failed to pay Plaintiff and other non-exempt employees minimum and overtime wages for all hours worked.

14. During Plaintiff's employment with Defendants, Plaintiff worked in excess of 8.0

1 hours per workday and/or in excess of 40.0 hours per workweek but did not receive overtime
2 compensation at one and one-half times her regular rate of pay for working overtime hours.
3 Specifically, Plaintiff received non-discretionary incentive pay, including a “Sign on Bonus,”
4 “Rfb-Referr” bonus, gift cards, “HazDuty” Pay and/or other forms of pay that are not excludable
5 from an employee’s “regular rate” of pay (hereinafter the aforementioned forms of pay are
6 collectively referred to as “Incentive Pay”). Despite Defendants’ payment of Incentive Pay to
7 Plaintiff and other non-exempt employees, Defendants failed to properly calculate Plaintiff’s and
8 other-non exempt employee’s “regular rate” of pay, thereby causing Plaintiff and other non-
9 exempt employees to be underpaid for their required overtime wages, in addition to being
10 underpaid for any meal and rest period premium payments.

11 15. Throughout the duration of Plaintiff’s employment with Defendants, Defendants
12 failed to provide Plaintiff and other non-exempt employees with all legally compliant meal
13 periods due to Defendants’ meal period policies/practices, which fail to provide a timely first
14 meal period (i.e., a first meal period commencing before the end of the fifth hour of work) as
15 well as a second meal period for shifts over 10.0 hours, when Plaintiff worked shifts over 10.0
16 hours. Specifically, although Plaintiff typically worked 12-hour shifts, she was regularly not
17 provided with any meal periods. On the rare occasions when Plaintiff was provided a first meal
18 period, Defendants did not provide the first meal period until after the completion of the fifth
19 work hour. Further, when Plaintiff worked shifts over 10.0 hours, Defendants did not provide a
20 second 30-minute meal period due to Defendants’ meal period practices. Plaintiff’s missed, late,
21 and short meal periods were a direct result of Defendants’ policy/practice of intentionally
22 understaffing their nursing homes while simultaneously requiring Plaintiff, and other non-
23 exempt employees, to remain at their post and monitor patients unless relieved. Upon
24 information and belief, when Defendants did not provide Plaintiff with all legally required meal
25 periods to which she was entitled, Defendants failed to compensate Plaintiff with the required
26 meal period premium for each workday in which she experienced a meal period violation as
27 mandated by Labor Code § 226.7.

1 16. In addition, throughout Plaintiff's employment with Defendants, Plaintiff has not
2 been authorized and permitted to take legally required rest periods due to Defendants' unlawful
3 rest period policy and practices. Specifically, Defendants have failed to authorize and permit a
4 net 10-minute rest period for every four hours worked or a major fraction thereof, and Plaintiff
5 and other employees did not take rest periods due to their workload. Defendants also failed to
6 authorize a third rest period for shifts in excess of 10.0 hours. Upon information and belief, on
7 those occasions when Plaintiff was not authorized and permitted to take all legally required rest
8 periods to which she was entitled, Defendants failed to compensate Plaintiff with the required
9 rest period premium for each workday in which she experienced a rest period violation as
10 mandated by Labor Code § 226.7.

11 17. Defendants also failed to adequately reimburse Plaintiff and other non-exempt
12 employees for all reasonable and necessary work expenditures, including, but not limited to, the
13 use of personal cellular phones to communicate with their supervisors and other staff. Despite
14 requiring Plaintiff and other non-exempt employees to use their personal cellular phones to
15 communicate with their supervisors, Defendants did not adequately reimburse Plaintiff and other
16 non-exempt employees for their cellular phone expenses, even though they used their personal
17 cellular phones for business purposes.

18 18. As a result of Defendants' failure to pay all meal and rest period premium wages,
19 all overtime and minimum wages, reimburse for all business expenses incurred, Defendants
20 maintained inaccurate payroll records, issued inaccurate wage statements to Plaintiff, and failed
21 to pay Plaintiff all wages owed at the time of her separation. Additionally, Defendants failed to
22 issue accurate itemized wage statements to Plaintiff and other non-exempt employees as a result
23 of its failure to correctly list the total hours worked and/or all applicable hourly rates in effect
24 during the pay period and the corresponding number of hours worked at each hourly rate by the
25 employee. For instance, during the pay period beginning on 6/12/2022 and ending on 6/25/2022,
26 Plaintiff's wage statement lists contradictory information. Specifically, Plaintiff's wage
27 statement states that she worked a total of 62.42 "Totl Hrs Worked." However, Plaintiff's wage
28 statement also states that Plaintiff worked 48.50 of "HazDuty Reg", 24.00 hours of "HazDuty

OT”, and 1.92 hours of “HazDuty DT”, which equals 74.42 hours. Accordingly, either Defendants wage statements incorrectly list the “Totl Hrs Worked” in violation of Labor Code § 226(a)(2) and/or Defendants’ wage statements incorrectly list the hours worked at each rate of pay in violation of Labor Code § 226(a)(9).

19. Based on the foregoing, Plaintiff seeks to represent herself and other aggrieved employees, as defined by Labor Code § 2699(c), who have been aggrieved by the Labor Code violations discussed herein.

FIRST CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

20. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though fully set forth herein.

21. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a. Failing to pay minimum wages for all hours worked to Plaintiff and other

aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, and 1198;

b. Failing to pay Plaintiff and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

c. Failing to provide all legally required meal periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 512, 558, and 1198;

d. Failing to authorize and permit all legally required rest periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 512, 558, and 1198;

e. Failing to timely pay all final wages due to Plaintiff and other aggrieved employees in violation of Labor Code §§ 201, 202, and 203;

f. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

g. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and

h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 55, 1174, and 1198.

22. On or about October 12, 2022, Plaintiff notified Defendants Life Generations Healthcare LLC; GHC of Auburn, LLC d.b.a. Siena Skilled Nursing And Rehabilitation Center; GHC of Canoga Park, LLC d.b.a. Canyon Oaks Nursing And Rehabilitation Center; GHC of Contra Costa, LLC d.b.a. Bayberry Skilled Nursing And Healthcare Center; GHC of Daly City 102, LLC d.b.a. St. Francis Heights Convalescent Hospital; GHC of Daly City 239, LLC d.b.a. St. Francis Convalescent Pavilion; GHC of El Cajon, LLC d.b.a. Bradley Court; GHC of Henderson, LLC d.b.a. Horizon Ridge Skilled Nursing And Rehabilitation Center; GHC of Kearny Mesa, LLC d.b.a. Kearny Mesa Convalescent And Nursing Home; GHC of La Mesa, LLC d.b.a. Arbor Hills Nursing Center; GHC of Lakeside, LLC d.b.a. Lakeside Special Care Center; GHC of Lakeview Terrace, LLC d.b.a. Lakeview Terrace Special Care Center; GHC of

Lompoc, LLC d.b.a. Lompoc Skilled Nursing And Rehabilitation Center; GHC of Los Gatos, LLC d.b.a. Plum Tree Care Center; GHC of Modesto, LLC d.b.a. English Oaks Convalescent And Rehabilitation Hospital; GHC of National City I, LLC d.b.a. Friendship Manor Nursing And Rehabilitation Center; GHC of National City II, LLC d.b.a. Castle Manor Nursing And Rehabilitation Center; GHC of Newport Beach, LLC d.b.a. Newport Nursing And Rehabilitation Center; GHC of Pleasanton, LLC d.b.a. Pleasanton Nursing And Rehabilitation Center; GHC of SAC-RCFE, LLC d.b.a. Gramercy Court Assisted Living; GHC of SAC-SNF, LLC d.b.a. Gramercy Court Skilled Nursing And Rehabilitation Center; GHC of SAN FRAN 180, LLC d.b.a. City View Post Acute; GHC of SAN FRAN 68, LLC d.b.a. Lawton Skilled Nursing And Rehabilitation Center; GHC of San Jose, LLC d.b.a. Vista Manor Nursing Center; GHC of San Rafael, LLC d.b.a. Smith Ranch Skilled Nursing And Rehabilitation Center; GHC of Santee, LLC d.b.a. Stanford Court Skilled Nursing And Rehabilitation Center; GHC of Sunnyvale, LLC d.b.a. Cedar Crest Nursing And Rehabilitation Center; GHC of TEM-RCFE, LLC d.b.a. Temecula Memory Care; GHC of TEM-SNF, LLC d.b.a. Temecula Healthcare Center; GHC of Upland RCFE, LLC d.b.a. Heritage Court Assisted Living; GHC of Upland SNF, LLC d.b.a. Heritage Park Nursing Center; GHC of Walnut Creek, LLC d.b.a. Walnut Creek Skilled Nursing And Rehabilitation Center; GHC of Sacramento, LLC; GHC of North-Master, LLC; GHC of Master ANB-FRESNO, LLC; GHC of EL C-RCFE, LLC; GHC of Fresno, LLC; GHC of Blue Oaks, LLC; GHC of Anberry, LLC; GHC of San Jose Note, LLC; GHC of Strive, LLC; GHC of Temecula, LLC; GHC of Upland Dementia, LLC, California Limited Liability Companies,, via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 21 (a)-(h). Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

23. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is entitled to receive under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 21 (a)-(h);

2. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 2699(g) and Code of Civil Procedure § 1021.5; and

3. For such other and further relief the Court may deem just and proper.

Dated: December 22, 2022

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff