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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 others similarly situated,

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
OF LAKESIDE, LLC d.b.a. LAKESIDE
SPECIAL CARE CENTER; GHC OF
LAKEVIEW TERRACE, LLC d.b.a.

Case No. 30-2022-01284746-CU-OE-CXC

*[Assigned for all purposes to the Hon.
William Claster, Dept. CX-101]*

**DECLARATION OF PLAINTIFF
NEVINE GIRGIS IN SUPPORT OF
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 10, 2024

Time: 9:00 a.m.

Dept.: CX-101

Complaint Filed: October 6, 2022

Trial Date: None set

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

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I, NEVINE GIRGIS, declare as follows:

1. I am an individual over the age of 18 and am the named plaintiff in this matter.

This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I worked for Defendant Life Generations Healthcare LLC (“Defendant”) as a non-exempt Licensed Vocational Charge Nurse from approximately December 2021 until approximately October 2023, and I was subject to Defendant’s wage and hour policies at issue in this action.

3. During my employment, Defendant did not pay me for all my hours worked, including the time that I was required to undergo COVID-19 temperature checks, nasal swap tests, and other screenings at the beginning of my workdays. As a result, I do not believe I was paid all wages during my employment with Defendant. I also received bonuses during my employment with Defendant, but I do not believe these bonuses were included in my regular rate of pay when Defendant calculated my overtime pay, resulting in unpaid overtime wages. Additionally, I often did not receive a meal period until after the end of my fifth hour of work and my meal periods were often less than a full 30 minutes due to work demands. I also did not always receive a second meal period when I worked shifts of more than 10.0 hours. Moreover, I was not always able to take uninterrupted rest breaks due to my workload. I also had to use my cell phone for work related purposes, but Defendant did not reimburse me for my business expenses. As a result of these violations, it is my understanding that Defendant did not issue accurate wage statements or pay me all wages that were owed to me upon my separation of employment.

4. I have been actively involved in this case since I first retained Haines Law Group, APC (“HLG”) in September 2022. Since then, and without waiving the attorney-client privilege, I have had many discussions with the attorneys and staff at HLG, including regarding Defendant’s wage and hour policies and my claims in this case, litigation strategy, potential witnesses, updates on how the case was proceeding, and how I could help the case and the potential Settlement Class

1 members. I also provided information and documents to my attorneys to assist them in mediation
2 and negotiating the Settlement. I also spent time reviewing and discussing the Settlement
3 Agreement as well as other documents from my attorneys, and reviewing my own records for
4 documents that would be potentially relevant to the case. In total, I estimate that I have spent
5 approximately 35-40 hours in connection with this case since I first retained HLG in 2022.

6 5. When I retained HLG and decided to pursue this case, I understood it could benefit
7 former and current employees of Defendant by helping to recover unpaid wages, meal and rest
8 period premiums, and other penalties on their behalf. I also knew there was a risk I could be liable
9 for Defendant's costs if we lost the case. I also understood that filing a lawsuit is a public record.
10 However, I accepted those risks because I wanted Defendant to pay its current and former
11 employees properly and to provide them proper breaks. As far as I am aware, I have no actual or
12 potential conflicts with any of the Settlement Class members.

13 6. As part of the proposed Settlement, and in exchange for my requested
14 enhancement payment, I have also agreed to a full release of claims related to my employment
15 with Defendant that extends beyond the release of claims applicable to other Settlement Class
16 members.

17 7. I understand that my attorneys will request that the Court approve an enhancement
18 payment of \$7,500 for my efforts on behalf of the Settlement Class members, as well as my full
19 release of claims. I believe this amount is reasonable based on the amount of time and effort I
20 have devoted to this case, the amount of time that has passed since my lawsuit was first filed in
21 October 2022, as well as the risks I have undertaken as a class representative, as described above.
22 This proposed enhancement payment is not contingent upon me supporting the proposed
23 Settlement.

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1 I declare under penalty of perjury under the laws of the State of California and the United
2 States that the foregoing is true and correct. Executed on February 2, 2024 at
3 5:25p, California.

Nevine Girgis
Nevine Girgis (Feb 2, 2024 5:25 PST)

Nevine Girgis