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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

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

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

**DECLARATION OF PAUL K. HAINES IN  
SUPPORT OF PLAINTIFF'S MOTION  
FOR PRELIMINARY 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 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 I, PAUL K. HAINES, declare as follows:

2 1. I am a shareholder and principal of the law firm Haines Law Group, APC, and  
3 counsel for the named Plaintiff Nevine Girgis (“Plaintiff”) and the proposed Settlement Class in  
4 the above-captioned matter. I am a member in good standing of the bar of the State of California  
5 and am admitted to practice in this Court. I have personal knowledge of the facts stated in this  
6 declaration and could testify competently to them if called upon to do so.

7 2. I am a 2006 graduate of Pepperdine University School of Law, where I graduated  
8 cum laude. During law school, I worked as a law clerk for the appellate firm of Horvitz & Levy,  
9 located in Encino, California. I also spent a semester in law school working as an extern for the  
10 Honorable Edward Rafeedie, District Judge for the United States District Court for the Central  
11 District of California.

12 3. Since graduating from law school, my practice has focused almost exclusively on  
13 employment litigation. In September 2007, I began working as an associate attorney at the  
14 international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its  
15 website is the “largest U.S.-based law firm exclusively devoted to representing management in  
16 every aspect of labor and employment law.” While at Littler Mendelson, I was primarily staffed  
17 on wage and hour class actions venued in both state and federal courts, and I also worked on a  
18 number of single and multi-plaintiff wage and hour matters as well.

19 4. During my employment at Littler Mendelson, I played a significant role in the  
20 class actions that I was staffed on, as I was often the only associate staffed on such cases. In  
21 particular, I received a wide-array of wage and hour class action experience performing the  
22 following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions  
23 from state court to federal court; drafting and responding to written discovery; drafting and  
24 opposing discovery related motions; arguing discovery related motions; drafting motions to  
25 consolidate related matters; interviewing putative class members and obtaining declarations in  
26 connection with class certification; drafting oppositions to motions for class certification; drafting  
27 motions for decertification following class certification; conducting exposure analyses to assess  
28 the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification

1 and potential damages resulting from such claims; drafting mediation briefs; serving as the  
2 primary contact to in-house counsel; deposing named plaintiffs and putative class members;  
3 deposing retained expert witnesses; and defending the depositions of corporate witnesses. In  
4 short, I played an integral role in all aspects of litigation from the inception of a matter through  
5 and beyond class certification. I also supervised the work of several junior attorneys who were  
6 staffed on the same wage and hour class actions.

7         5.       In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an  
8 associate attorney position with the international law firm of Morgan, Lewis & Bockius LLP, at  
9 its Los Angeles office, where I began working in July 2011. During my employment at Morgan,  
10 Lewis & Bockius LLP, I worked exclusively on the defense of wage and hour class and collective  
11 actions. For the vast majority of these cases, I was the only associate staffed on the matter, and I  
12 performed the same job duties as described in the immediately preceding paragraph. In addition  
13 to working on wage and hour class actions, I also worked on a number of “hybrid” actions  
14 asserting nationwide wage and hour claims under the Fair Labor Standards Act (“FLSA”), as well  
15 as California-specific claims under Rule 23 of the Rules of Civil Procedure.

16         6.       In July 2012, I transitioned into litigating wage and hour class actions from the  
17 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since  
18 February 2016, as a Shareholder of the Haines Law Group, APC. Currently, over ninety percent  
19 (90%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions,  
20 and I am currently responsible for prosecuting over one hundred (100) wage and hour class  
21 actions filed in both State and Federal courts throughout California. I have been appointed as  
22 Class Counsel in over two hundred (200) wage and hour class action settlements in state and  
23 federal courts within California. A few examples of the matters in which I have been appointed  
24 as Class Counsel, all of which have been granted final approval, include the following: *Sanchez*  
25 *v. Res-Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles, Hon.  
26 John Shepard Wiley, Jr., presiding; *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-  
27 3170 JFW (Ex), United States District Court, Central District of California, Hon. John F. Walter  
28 presiding; *Tesla Motors Wage and Hour Litigation*, JCCP 4792, California Superior Court, Santa

1 Clara County, Hon. Peter H. Kirwan presiding; *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712  
2 HSG, United States District Court, Northern District of California, Hon. Haywood S. Gilliam, Jr.  
3 presiding; *Longstreth v. PAQ, Inc., dba Food 4 Less*, Case No. 15CV-0206, California Superior  
4 Court, County of San Luis Obispo, Hon. Charles S. Crandall presiding; *Nunez v. CompuCom*  
5 *Systems, Inc.*, Case No. BC618385, California Superior Court, County of Los Angeles, Hon. John  
6 Shepard Wiley, Jr. presiding; *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No.  
7 BC615310, Superior Court of California, County of Los Angeles, Hon. Elihu M. Berle presiding;  
8 *Leverage, et al v. Traeger Pellet Grills, LLC, et al*, Case No. 4:16-cv-00784-KAW, United States  
9 District Court, Northern District of California, Hon. Kandis A. Westmore presiding.

10 7. I have also moved to certify and have received an order certifying a class action  
11 and/or conditionally certifying a collective action, in the following cases:

- 12 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-  
13 CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge  
14 Gail A. Andler, presiding (certifying a class of employees who were misclassified  
15 as independent contractors);
- 16 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx),  
17 United States District Court, Central District of California, Honorable Judge  
18 Beverly Reid O'Connell, presiding (conditionally certifying an unpaid FLSA  
19 overtime wage class);
- 20 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United  
21 States District Court, Central District of California, Honorable Judge John F.  
22 Walter, presiding (certifying a rest period violation class and conditionally  
23 certifying a FLSA unpaid overtime wage class);
- 24 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District  
25 Court, Northern District of California, Honorable Judge Haywood S. Gilliam, Jr.,  
26 presiding (conditionally certifying an unpaid FLSA overtime wage class);
- 27 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT, United  
28 States District Court, Eastern District of California, Honorable Jennifer L.

Thurston, presiding (conditionally certifying an unpaid FLSA overtime wage class);

- *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster, presiding (certifying unpaid overtime wage class and waiting time penalty class);
- *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-775372-CU-OE-CXC, California Superior Court, County of Orange, Honorable Glenda Sanders, presiding (certifying piece rate pay plan classes, expense reimbursement class, wage statement class, and waiting time penalties class);
- *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG (RAOx), United States District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for rest period violations, wage statement violations, meal period violations, and overtime and double-time violations);
- *Vasquez v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM, United States District Court, Southern District of California, Honorable William Q. Hayes presiding (certifying classes for automatic meal period deductions, manual time deductions, late meal periods, and derivative wage statement and waiting time penalties);
- *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA, United States District Court, Northern District of California, Honorable William H. Alsup presiding (certifying three classes of employees for unlawful wage deduction violations, wage statement violations, and waiting time violations);
- *Barbara J. Bowlin-Burdick v. Life Care Centers of America, Inc.*, Case No. BC657139, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (certifying classes for late meal period violations, on-remises rest period

violations, wage statement violations, and waiting time violations);

- *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying a wage statement class);
- *Danica N. Keich, et al. v. U.S. Healthworks, Inc., et al.*, Case No. 37-2017-00015343-CU-OE-CTL, San Diego County Superior Court, Honorable Eddie C. Sturgeon, presiding (certifying classes for rest period violations, meal period violations, on-call pay violations, wage statement violations, and waiting time violations);
- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties);
- *McDonald, et al. v. Sierra Pacific Industries*, Case No. 191133, Shasta County Superior Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest period violations, unpaid wages, unreimbursed business expenses, wage statement violations, and waiting time penalties); and
- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable Tyler D. Tharpe, presiding (certifying claims for meal period violations, rest period violations, wage statement violations, and waiting time penalties).

8. In 2015-2017, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in Southern California each year. In 2018-2023, Thomson Reuters recognized me as a “Super Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

9. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately

involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a favorable for the Settlement Class.

10. With over 40 locations in California, Defendant Life Generations Healthcare LLC owns and operates a network of nursing homes that provide short and long-term care, assisted living, rehabilitation, and other patient services.

11. On October 6, 2022, Plaintiff filed this class action asserting causes of action for meal period violations, rest period violations, unpaid minimum and overtime wages, failure to reimburse for necessary business expenditures, and wage statement penalties. On October 12, 2022, Plaintiff served her notification letter to the Labor & Workforce Development Agency (“LWDA”). Attached hereto as **Exhibit B** is a true and correct copy of Plaintiff’s October 12, 2022 letter to the LWDA. On December 22, 2022, Plaintiff filed a separate representative action for civil penalties under the PAGA in the matter entitled *Nevine Girgis v. Life Generations Healthcare LLC, et al.*, Orange County Superior Court, Case No. 30-2022-01298476-CU-OE-CXC (“PAGA Action”). Plaintiff served supplemental letters to the LWDA on September 27, 2023 and October 19, 2023, which are attached hereto respectively as **Exhibit C** and **Exhibit D**. As part of the Settlement, the Parties stipulated to the filing of a First Amended Class and Representative Action Complaint (“FAC”) in this Action to add a Facility Defendant, add certain factual allegations, and add causes of action for Defendant’s alleged failure to timely pay all final wages and for civil penalties under the PAGA. On December 14, 2023, the operative FAC was filed in this Action. After the filing of the FAC in this Action, the PAGA Action was dismissed in its entirety without prejudice on February 9, 2024.

12. In connection with mediation, Defendant provided Plaintiff with a 20% random sampling of timekeeping and payroll records for putative class members employed during the Relevant Time Period, as well as meal and rest period attestation records for the sampled employees. Defendant also produced relevant policy documents, including its written meal and rest period policies, timekeeping policies, and overtime policies; and a detailed Class List which included non-exempt employees’ hire date and termination date (if applicable). Plaintiff hired a

labor economist with a Ph.D in economics to assist Plaintiff in conducting a comprehensive analysis and extrapolation of the timekeeping and payroll data to calculate Defendant's potential exposure for each of Plaintiff's claims. This discovery allowed the Parties to assess the merits and value of Plaintiff's claims, the chances of certification of Plaintiff's claims, and Defendant's potential defenses.

13. On June 28, 2023, the Parties attended a full-day mediation with Louis Marlin, Esq., an experienced wage and hour class action mediator. During mediation, the Parties vigorously debated their legal positions, the likelihood of certification of Plaintiff's claims, and the legal bases for the claims and defenses. At mediation, the Parties extensively discussed the impact of the U.S. Supreme Court's decision in *Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639 (2022), where it overruled the California Supreme Court's holding in *Iskanian v. CLS Transportation Los Angeles, LLC* which held that a representative PAGA claim could not be compelled to arbitration. The Parties further debated the likely outcome of the California Supreme Court's decision in *Adolph v. Uber Technologies, Inc.*, 14 Cal.5th 1104 (2023). At the time of mediation (June 28, 2023), *Adolph* was fully briefed but not yet decided, and therefore, Plaintiff's ability to recover PAGA civil penalties on behalf of other aggrieved employees remained uncertain, and there was a risk that Plaintiff would be prevented from recovering PAGA civil penalties for violations suffered by other aggrieved employees. At the conclusion of mediation, the Parties did not reach a settlement. Following mediation, the Parties continued their negotiations through Mr. Marlin. Mr. Marlin issued a mediator's proposal for a class-wide settlement, which was ultimately accepted by the Parties. During the months that followed, the Parties negotiated and finalized the long-form Settlement now before the Court. Attached hereto as **Exhibit A** is a true and correct copy of the fully-executed Stipulation of Settlement ("Settlement"). The proposed Class Notice, Request for Exclusion Form, and Notice of Estimated Settlement Award (together, the "Notice Packet") are attached as **Exhibits 1, 2 and 3**, respectively, to the Settlement.

14. The monetary terms of the Settlement are summarized below:

- Gross Settlement Amount ("GSA"): \$1,800,000.00
- Minus Court-approved attorneys' fees (one-third): \$600,000.00

|                                                           |                       |
|-----------------------------------------------------------|-----------------------|
| • Minus Court-approved, verified costs (up to):           | \$40,000.00           |
| • Minus Court-approved Enhancement Payment:               | \$7,500.00            |
| • Minus Amount designated as PAGA penalties:              | \$75,000.00           |
| • <u>Minus estimated settlement administration costs:</u> | <u>\$45,000.00</u>    |
| Net Settlement Amount (“NSA”):                            | \$1,032,500.00        |
| <u>PLUS 25% of PAGA penalties (“PAGA Amount”)</u>         | <u>\$18,750.00</u>    |
| <b>TOTAL Amount Paid to Settlement Class:</b>             | <b>\$1,051,250.00</b> |

15. According to Defendant, there are approximately 7,180 Class Members. Thus, the average Settlement Award from the NSA is estimated to be approximately \$143.80. Further, 25% of the amount set aside as PAGA civil penalties (i.e., \$18,750.00) shall be paid to all Class Members (regardless of whether they opt-out) who worked for Defendant at any time during the Relevant Time Period. Therefore, the average PAGA payment to Class Members is estimated at approximately \$2.61.

16. As an initial matter, Defendant asserts that Plaintiff and nearly all Class Members signed valid and enforceable arbitration agreements with class action waivers. Setting aside any arguments as to the merits of Plaintiff’s claims, Defendant contends that absent settlement, a class-wide recovery for Class Members was not possible and that only PAGA civil penalties could potentially be recovered on behalf of a subset of Class Members. As such, Defendant contends that absent its agreement to not raise the arbitration agreements as an affirmative defense, any recovery to Class Members would be limited to only the employee’s potential 25% share of PAGA civil penalties.

17. Plaintiff alleges that Defendant failed to compensate Plaintiff and other non-exempt employees for all their hours actually worked, including but not limited to the time that the employees were subject to the control and direction of Defendant; and/or the time that the employees were suffered or permitted to work. Specifically, Plaintiff alleges that Defendant required Plaintiff and other non-exempt employees to undergo COVID-19 temperature checks, nasal swap tests, for which they had to wait approximately 15 minutes for the results, and other screenings at the beginning of the workday. Plaintiff alleges that Defendant required these temperature checks and screenings to be done prior to clocking in for their work shifts, and therefore, Plaintiff alleges employees were not paid for time spent undergoing the temperature

1 checks and screenings. Using a conservative 15-minutes per shift estimate, Plaintiff alleges that  
2 Defendant's failure to pay for time spent undergoing COVID-19 checks has resulted in  
3 approximately 190,921 hours of unpaid wages. Based on the average hourly rate of pay of  
4 approximately \$25.33, Plaintiff calculates Defendant's maximum exposure for this claim at  
5 approximately \$4,836,029 (190,921 unpaid hours \* \$25.33 average hourly rate). Defendant  
6 counters that their timekeeping policies/practices complied with California law and that they  
7 compensated Class Members for all hours worked throughout the Relevant Time Period.  
8 Defendant further contends that employees were required to accurately record and confirm their  
9 hours worked and Defendant would pay employees for all recorded hours. Defendant also argues  
10 that it is unsettled as to whether an employer must compensate employees for time spent  
11 undergoing COVID-related screenings. Moreover, Defendant asserts that any unpaid time could  
12 have only amounted to a few minutes per day, at most, and was thus *de minimis*. While Plaintiff  
13 points to *Troester v. Starbucks Corp.*, 5 Cal.5th 829 (2018), where the California Supreme Court  
14 held California's labor laws generally do not recognize a *de minimis* defense, Defendant argues  
15 *Troester* should be limited to its facts. Finally, Defendant asserts that Plaintiff would be unable  
16 to certify this claim since individualized inquiries would be necessary as to whether employees  
17 were required to undergo screenings off-the-clock, resulting in an unmanageable series of mini-  
18 trials. Based on these defenses, Plaintiff discounted the maximum exposure by 80% to account  
19 for the risk of non-certification and potential inability to proceed on a classwide basis due to the  
20 arbitration agreements, and an additional 70% to account for Defendant's defenses on the merits,  
21 to arrive at an estimated exposure of approximately \$290,162.

22 18. Plaintiff alleges that Defendant paid Plaintiff and Class Members non-  
23 discretionary incentive pay but failed to include these payments in employees' "regular rate" of  
24 pay when calculating overtime compensation, and underpaid employees' overtime wages as a  
25 result. Specifically, Plaintiff contends that Defendant paid Class Members non-discretionary  
26 incentive pay, including annual "President's Bonus," "Sign-On" bonuses, referral bonuses, and  
27 other non-discretionary payments, but failed to include these payments when calculating the  
28 regular rate of pay for overtime purposes. Plaintiff further alleges that Defendant failed to

properly include incentive pay and all remuneration when calculating paid sick pay under pursuant to Labor Code §§ 245.5(e) and 246(l). Based on Plaintiff's expert's analysis and extrapolation of the payroll data produced, Plaintiff estimates that Defendant underpaid overtime wages by approximately \$91,987 due to its regular rate miscalculations. However, Defendant contends that it properly included all forms of remuneration when calculating the regular rate of pay, and therefore, paid all overtime wages to Class Members. Defendant also argues that the incentive payments at issue were discretionary bonuses and therefore excludable from the "regular rate." further argues that Class Members received different types of bonuses and other remuneration throughout the Relevant Time Period, creating substantive differences among Class Members with respect to the incentives received, making class certification unlikely. In light of these defenses, Plaintiff discounted the maximum amount that the class could potentially recover by 80% for risk of non-certification and potential inability to proceed on a classwide basis due to the arbitration agreements, and discounted an additional 30% for risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at an estimated total of approximately \$12,878.

19. Plaintiff alleges that due to understaffing and the need to continuously monitor their patients at all times, Defendant failed to provide timely, duty-free, and uninterrupted 30-minute meal periods commencing before the end of the fifth hour of work. Based on Plaintiff's expert's review of Defendant's timekeeping records, there were approximately 275,810 non-compliant first meal periods during the Relevant Time Period. Additionally, Defendant's records reflect that they paid approximately 14,176 meal period premiums during the Class Period. Therefore, treating each non-compliant meal period in the timekeeping records as a violation, Plaintiff estimated total maximum damages for first meal period violations at approximately \$6,627,189 (275,810 non-compliant first meal periods \* \$25.33 average meal period premium – [\$359,078 in meal premiums paid]). Defendant counters it has maintained compliant written meal period policies throughout the Relevant Time Period and has always provided compliant meal periods in line with those policies. Defendant further contends that under *Brinker*, it is only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken,

1 and that it has always done so. Therefore, Defendant maintains that any short, missed, or late first  
2 meal periods were the result of lawful employee waiver or choice, thereby precluding liability.  
3 Defendant further argues that employees were required to sign daily attestations confirming  
4 employees were provided with compliant meal periods. Defendant also points to the  
5 approximately 14,176 meal period premiums paid during the Relevant Time Period and argues  
6 that it paid a meal period premium when employees indicated they did not receive a compliant  
7 meal period. Lastly, Defendant argues that individualized inquiries will be required to determine  
8 why each meal period was taken late or short or missed by each employee, and whether there was  
9 a valid waiver, thereby making class certification of this claim unlikely. Based on these defenses,  
10 Plaintiff discounted the maximum amount by 80% for risk of non-certification and potential  
11 inability to proceed on a classwide basis due to the arbitration agreements, and an additional 75%  
12 for risk of losing on the merits or failing to recover the full amount sought, to arrive at an estimated  
13 exposure of approximately \$331,359.

14 20. Plaintiff further alleges that Class Members were not provided with second meal  
15 periods when they worked shifts in excess of 10.0 hours in a workday. Plaintiff's expert's analysis  
16 and extrapolation of the timekeeping data showed that during the Class Period there were  
17 approximately 89,528 shifts worked in excess of 10.0 hours that did not reflect a compliant second  
18 meal period. Therefore, Plaintiff calculates Defendant's maximum exposure for second meal  
19 period violations at approximately \$2,267,744 (89,528 non-compliant second meal periods \*  
20 \$25.33 average meal period premium). Defendant argues that employees may waive second meal  
21 periods on shifts of more than 10.0 hours but less than 12.0 hours, under Labor Code § 512(a), so  
22 that they do not need to stay at work for an extra unpaid 30 minutes, and that employees regularly  
23 did so. As with first meal periods, Defendant argues that individualized inquiries will be required  
24 to determine why each meal period was taken late or short or missed by each employee, and  
25 whether there was a valid waiver, thereby making class certification of this claim unlikely. In  
26 light of these risks, Plaintiff discounted the maximum amount that the class could potentially  
27 recover for second meal periods by 80% for a risk of non-certification and potential inability to  
28 proceed on a classwide basis due to the arbitration agreements, and an additional 75% for a risk

of losing on the merits, or having exposure reduced due to Defendant's waiver argument, to arrive at an estimated exposure amount of approximately \$113,387.

21. Plaintiff alleges that Defendant failed to authorize and permit all legally compliant off-duty rest periods. Specifically, Plaintiff alleges employees were often required to work through their rest periods, as a result of the work demands imposed by Defendant and the need to continuously monitor their patients at all times. Based on Plaintiff's review and extrapolation of the employee attestations, there were approximately 165,529 shifts in excess of 3.5 hours in which employees did not sign an attestation confirming that they were provided all rest periods during their shift. Accordingly, Plaintiff calculates Defendant's potential exposure for rest period violations at approximately \$4,192,850 (165,529 rest period violations \* \$25.33 average premium). Defendant counters that they have maintained compliant written rest period policies throughout the Relevant Time Period and have always authorized and permitted employees a 10-minute rest period for each four (4) hours worked, or major fraction thereof, as required under the Wage Order, and that any failure to take rest periods was a result of employee choice, rather than any Defendant's policy and/or practice. As with meal periods, Defendant maintains that employees signed daily attestations indicating that employees received uninterrupted off-duty rest periods. Defendant also argues that Plaintiff's rest period claim is not amenable to class treatment, since individual inquiries would be required to determine which employees failed to take rest periods, how many rest periods they failed to take, and the reasons why each employee failed to take rest period(s) on a particular shift. These manageability concerns are especially present with respect to rest period claims, Defendant argues, given that rest periods are not recorded. In light of these defenses, Plaintiff assessed an 80% risk of non-certification and potential inability to proceed on a classwide basis due to the arbitration agreements, and discounted an additional 75% for risk of being unsuccessful on the merits or failure to recover the full amount sought, to arrive at a projected exposure of \$209,642.

22. Plaintiff alleges that Defendants failed to reimburse Plaintiff and other non-exempt employees for all reasonable and necessary work expenditures, including, but not limited to use of the employee's personal cellular phones. Specifically, Plaintiff alleges Defendant required

1 Plaintiff and other non-exempt employees to use their personal cellular phones to communicate  
2 with their supervisors, but failed to reimburse Plaintiff and other non-exempt employees for use  
3 of their personal cellular phones. Plaintiff estimates that Class Members expended approximately  
4 \$5.00 per workweek during the Relevant Time Period in reasonable work-related expenses. *Id.*  
5 Therefore, Plaintiff calculated Defendant's maximum exposure for this claim at approximately  
6 \$1,425,000 (\$5.00 per workweek \* 285,000 workweeks in Relevant Time Period). Defendant  
7 argues that Class Members were not required to use their personal cellular phones in the discharge  
8 of their work duties. Defendant further contends that this claim would require individual inquiries  
9 into whether Class Members actually used their personal cellular phones for work purposes, how  
10 much expense they incurred, whether they submitted a request for reimbursement, and the  
11 reasonableness of that expense, thus precluding class certification. In light of Defendant's  
12 arguments and defenses, Plaintiff discounted the maximum amount that the class could potentially  
13 recover by 80% for a risk of non-certification and potential inability to proceed on a classwide  
14 basis due to the arbitration agreements, and an additional 70% for risk of losing on the merits or  
15 failure to recover the full amount, to arrive at a projected exposure of \$85,500.

16 23. As a result of the alleged unpaid wages and unpaid meal and rest period premiums,  
17 Plaintiff alleges Defendant failed to comply with its final wage payment obligations in violation  
18 of Labor Code §§ 201-203. Based on data produced by Defendant, there are approximately 2,613  
19 Class Members who separated their employment from Defendant at any time after October 6,  
20 2021, and are therefore eligible for waiting time penalties. Plaintiff estimated an average waiting  
21 time penalty of approximately \$6,079 (\$25.33/hr \* 8 hrs \* 30 days), and calculated Defendant's  
22 maximum waiting time penalty exposure at approximately \$15,884,427 (2,613 former employees  
23 \* \$6,079 average waiting time penalty). Defendant asserts they have strong, good-faith defenses  
24 to Plaintiff's underlying claims, precluding imposition of waiting time penalties, which are only  
25 available for the "willful" failure to pay wages. Moreover, Plaintiff would need to overcome  
26 Defendant's defenses, both as to class certification and as to the merits, to her underlying claims.  
27 Based on these defenses, Plaintiff discounted Defendant's maximum exposure by 80% for risk of  
28 non-certification and potential inability to proceed on a classwide basis due to the arbitration

1 agreements, and by an additional 80% for risk of being unsuccessful on the merits or failure to  
2 recover the full amount sought, to arrive at an estimated total of approximately \$635,377.

3         24. Plaintiff alleges that Defendant is liable for wage statement penalties pursuant to  
4 Labor Code § 226. Those penalties are calculated as \$50 for each “initial” violation and \$100 for  
5 each “subsequent” violation, with a maximum of \$4,000 per employee. *See* Labor Code § 226(e).  
6 Plaintiff’s expert’s analysis reflected that there were approximately 7,180 unique employees and  
7 approximately 150,000 pay periods worked during the liability period applicable to Plaintiff’s  
8 wage statement claim. *Id.* Plaintiff, therefore, calculated Defendant’s potential wage statement  
9 exposure at approximately \$14,641,000 ([7,180 “initial” violations \* \$50] + [142,820  
10 “subsequent” violations \* \$100]). Defendant contends that any alleged wage statement violations  
11 could not be shown to be “knowing and intentional,” particularly given its good-faith defenses;  
12 that Plaintiff cannot show she or other employees “suffer[ed] injury” due to alleged wage  
13 statement violations, as required by Lab. Code § 226(e); and that wage statements always  
14 accurately reflected amounts *paid* to employees. In light of these defenses, Plaintiff discounted  
15 the maximum exposure by 85% for risk of non-certification and potential inability to proceed on  
16 a classwide basis due to the arbitration agreements, and by an additional 85% for risks on the  
17 merits, for an estimated realistic exposure of approximately \$329,423.

18         25. As a result of the alleged violations of the Labor Code, Plaintiff alleges Defendant  
19 is liable for civil penalties under the PAGA. Plaintiff estimated a maximum PAGA exposure of  
20 \$15,000,000 (150,000 pay periods during PAGA Period \* \$100 “initial” violation rate).  
21 Defendant contends that since Plaintiff’s PAGA claim is derivative of her underlying wage  
22 claims, Plaintiff’s PAGA claim would fail with those claims. Defendant further maintains that  
23 given their good-faith defenses, the Court would substantially reduce any PAGA penalties  
24 awarded. Thus, Plaintiff discounted the maximum figure by 85% for risk of losing on the merits  
25 and/or not recovering a PAGA penalty for each and every pay period, and by an additional 90%  
26 for risk of the Court reducing penalties, for an estimated exposure of approximately \$225,000.

27         26. Using these figures, Plaintiff estimated the realistic total recovery for the  
28 Settlement Class would be approximately \$2,232,728. Thus, the proposed \$1,800,000 GSA

1 represents approximately 80.6% of Plaintiff's reasonably forecasted recovery.

2       27. Although the Parties engaged in significant informal discovery in advance of  
3 mediation, the Parties still had substantial formal discovery to complete in formal litigation had  
4 the matter not settled, which would have required the expenditure of substantial time and  
5 resources by all Parties that would have very likely spanned several years. Furthermore,  
6 Defendant maintains that Plaintiff and Class Members signed valid and binding arbitration  
7 agreements during their employment with Defendant, precluding them from proceeding on a  
8 class-wide basis. Even if Plaintiff were to overcome the arbitration agreements and certify the  
9 classes, the Parties would incur considerable attorneys' fees and costs through a possible  
10 decertification motion, trial, and possible appeal. The Settlement avoids those risks and the  
11 accompanying delay and expense, and thus, this factor supports preliminary approval.

12       28. My office will apply for an attorneys' fees award of one-third of the Gross  
13 Settlement Amount, which is currently estimated at \$600,000, and up to \$40,000 in verified  
14 litigation costs. Plaintiff submits the requested fee is fair compensation for undertaking complex,  
15 risky, expensive, and time-consuming litigation on a contingent basis. Plaintiff's counsel has  
16 expended significant time conducting pre-filing investigation; legal research; analyzing Plaintiff's  
17 claims; analyzing employee timekeeping and payroll records and other data and documents;  
18 engaging in informal discovery; working with its expert to develop a comprehensive damages  
19 analysis and mediation brief; preparing for and attending mediation; negotiating the Settlement;  
20 preparing this Motion; and otherwise prosecuting this case. Counsel anticipates incurring  
21 additional fees in appearing at the hearing on this Motion, supervising the Notice process, and  
22 preparing the Final Approval motion and appearing at the Final Approval Hearing.

23       29. Plaintiff will apply for Class Representative Enhancement Payment at the time of  
24 seeking final approval of the proposed class action settlement in the amount of \$7,500 for her  
25 service to the Settlement Class. As will be fully briefed at the time of final approval, Plaintiff's  
26 requested Enhancement Payment is intended to recognize the time and effort Plaintiff expended  
27 on behalf of the Settlement Class, including providing substantial factual information and  
28

1 documents to Class Counsel, discussing the claims and theories at issue in the litigation, actively  
2 participating in the prosecution of her claims, as well as the significant risks Plaintiff undertook  
3 by agreeing to serve as the named plaintiff in this case, and the fact that Plaintiff agreed to a  
4 general release of all claims subject to a waiver of Civil Code § 1542.

5 I declare under penalty of perjury under the laws of the State of California that the  
6 foregoing is true and correct. Executed on April 11, 2024, at El Segundo, California.

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10 Paul K. Haines  
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# **EXHIBIT A**

## STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“**Settlement Agreement**”) is reached by and between Plaintiff Nevine Girgis (hereinafter “**Plaintiff**”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Life Generations Healthcare LLC (“**Defendant**”), on the other hand. The Settlement Agreement covers non-exempt employees who were employed by one of Defendant’s facilities in California (the “**Facility Defendants**”), which include:

- 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 d.b.a. Horizon Health & Subacute Center;
- GHC of Blue Oaks, LLC;
- GHC of Anberry, LLC d.b.a. Anberry Nursing and Rehabilitation Center;
- GHC of San Jose Note, LLC;
- GHC of Strive, LLC;
- GHC of Temecula, LLC;
- GHC of Upland Dementia, LLC; and
- Theragen, LLC

Plaintiff, individually and on behalf of the Settlement Class, Defendant, and Facility Defendants are referred to herein collectively as the “**Parties.**”

The Settlement Agreement resolves the class action lawsuit filed by Plaintiff against Defendant and Facility Defendants in the Orange County Superior Court, entitled *Nevine Girgis v. Life Generations Healthcare LLC, et al.*, Case No. 30-2022-01284746-CU-OE-CXC, and the PAGA lawsuit by Plaintiff against Defendant and Facility Defendants in the Orange County Superior Court, entitled *Nevine Girgis v. Life Generations Healthcare LLC, et al.*, Case No. 30-2022-01298476-CU-OE-CXC (collectively, the “**Action**”).

Plaintiff and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC (“**Class Counsel**”). Defendant and Facility Defendants are represented by Maria Z. Stearns, Peter Hering, and Amy Pfeifer of Rutan & Tucker LLP (“**Defendants’ Counsel**”).

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle the Action both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class or Class Member(s).** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following “**Settlement Class**”:

All current and former non-exempt employees who were employed by one of the Facility Defendants in California at any time from October 6, 2021 through August 5, 2023 (the “**Relevant Time Period**”).

The term “**Class Member(s)**” uses the same definition as Settlement Class.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any

claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant, Facility Defendants, and all of their past, present, future divisions, affiliates, predecessors, successors, assigns, shareholders, members, owners, officers, directors, employees, managers, agents, professional employer organizations, staffing companies, attorneys, representatives, administrators, parents, and subsidiaries (collectively, the “**Released Parties**”), as follows:

- A. **Class Release.** Class Members who do not opt out (“**Participating Class Members**”) will release any and all claims, contingent or accrued, that have been, or could have been, asserted against Defendant or Facility Defendants based on the facts alleged in the First Amended Class and Representative Action Complaint (“**FAC**”), including: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure to timely pay all wages due during employment or final wages due upon termination; (f) failure to reimburse necessary business expenses; (g) inaccurate wage statements; (h) failure to maintain accurate payroll records; (i) failure to provide and accurately pay paid sick leave and COVID supplemental sick leave; and (j) all claims for unfair business practices that were premised on the facts, claims, causes of action or legal theories of relief pled in the operative FAC (collectively, the “**Released Class Claims**”). The period of the Release shall extend to the limits of the Relevant Time Period. By operation of the Court’s order granting final approval of the Settlement Agreement, the Plaintiff and the Participating Class Members, and all successors in interest, shall be permanently enjoined and forever barred from prosecuting any and all Released Class Claims against the Released Parties.
- B. **PAGA Release.** Plaintiff, as the representative of the State of California and all Class Members, and on behalf of Plaintiff’s current, former, and future heirs, executors, administrators, attorneys, agents, and assigns releases all claims for statutory penalties against the Released Parties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff’s October 12, 2022 pre-filing PAGA letter to the Labor & Workforce Development Agency (“**LWDA**”) and Plaintiff’s September 27, 2023 and October 19, 2023 amended PAGA letters, including for PAGA violations associated with the Released Class Claims, during the Relevant Time Period (collectively, the “**Released PAGA Claims**”).
- C. **Plaintiff’s Release.** In light of Plaintiff’s Class Representative Enhancement Payment, Plaintiff has also agreed to release, in addition to the Released Class Claims and the Released PAGA Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Plaintiff understands that this release includes unknown claims and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.**

However, to the extent that Plaintiff has claims that cannot be released as a matter of law (i.e., workers' compensation claims), then those claims will not be released.

3. **Effective Date.** The “**Effective Date**” of this Settlement Agreement shall be the later of (i) the 61<sup>st</sup> day after service of notice of entry of the Final Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further judicial review. The Effective Date is conditioned upon all of the following occurring: (a) this Settlement Agreement has been signed by the Parties, Class Counsel, and Defendants' Counsel; (b) the Court has entered a Preliminary Approval Order pursuant to Section 9 of this Settlement Agreement; (c) the Court-approved Class Notice has been mailed to the Class Members as ordered by the Court in this Action; and (d) the Court has entered a Final Order and Judgment pursuant to Section 11 of this Settlement Agreement.
4. **Gross Settlement Amount.** As consideration, Defendant has agreed to pay a non-reversionary Gross Settlement Amount (or “**GSA**”) of One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00) in full and complete settlement of the Action, as follows:
  - A. The Parties have agreed to engage APEX Class Action LLC, as the “**Settlement Administrator**” to administer this Settlement.
  - B. Within seven (7) business days of the Effective Date, Defendant shall deposit the GSA with the Settlement Administrator (the “**Funding Date**”).
  - C. This is a non-reversionary settlement. The GSA includes:
    - (1) All payments (including interest) to the Settlement Class;
    - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Forty-Five Thousand Dollars and Zero Cents (\$45,000.00). If the actual costs exceed Forty-Five Thousand Dollars and Zero Cents (\$45,000.00), the additional costs shall be deducted from the GSA. If the actual costs are less than Forty-Five Thousand Dollars and Zero Cents (\$45,000.00), the difference will be added to the Net Settlement Amount (defined below);
    - (3) Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff as a “**Class Representative Enhancement Payment**” in recognition of her contributions to the Action and her service to the

Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke any part of this Settlement, and it will remain binding. Any amount reduced and/or not approved by the Court will be added to the Net Settlement Amount (defined below);

- (4) Up to one-third of the GSA in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Forty Thousand Dollars and Zero Cents (\$40,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this settlement, and it will remain binding. Any amount reduced and/or not approved by the Court will be added to the Net Settlement Amount (defined below); and
- (5) Seventy-five Thousand Dollars and Zero Cents (\$75,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Fifty-six Thousand Two Hundred Fifty Dollars and Zero Cents (\$56,250.00) will be payable to the LWDA (the "**LWDA Amount**"), and the remaining twenty-five percent (25%), or Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00), will be payable to the Settlement Class (the "**PAGA Amount**").

- D. Defendant's share of employer-side payroll taxes shall be paid by Defendant separately, and in addition to, the GSA. Defendant will deposit the employer-side payroll taxes with the Settlement Administrator on the Funding Date.
- E. **Escalator Clause.** Defendant represents there are approximately 150,000 pay periods during the Relevant Time Period. If, at the time of preliminary approval, the number of pay periods has increased by more than 5% (*i.e.*, if there are more than 157,500 pay periods), then Defendant agrees to increase the GSA proportionally (*e.g.*, if the actual number of pay periods was 8% greater than 150,000 pay periods, Defendant would agree to increase the GSA by 8%).

5. **Payments to the Settlement Class.** Class Members are not required to submit a claim form to receive a payment ("**Settlement Award**") from the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the GSA the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Enhancement Payment, the LWDA Amount, the PAGA Amount, and the Settlement Administrator's fees and expenses for administration. The remaining amount shall be known as the "**Net Settlement Amount**."

- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Class Member's Settlement Award based on the following formula:
- i. Payments to all Participating Class Members: Ninety percent (90%) of the Net Settlement Amount will be distributed to all Participating Class Members based on each Participating Class Member's proportionate pay periods worked during the Relevant Time Period, and will be determined by multiplying 90% of the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member's number of pay periods worked during the Relevant Time Period, and the denominator of which is the total pay periods worked by all Participating Class Members during the Relevant Time Period.
  - ii. Waiting Time Amount: Ten percent (10%) of the Net Settlement Amount shall be designated as the "**Waiting Time Amount**." Each Participating Class Member whose employment with the Facility Defendants ended at any time during the Relevant Time Period shall receive an equal, pro-rata share of the Waiting Time Amount.
  - iii. PAGA Amount: Each Class Member who was employed by Facility Defendants at any time during the Relevant Time Period (including those Class Members who submit a valid and timely Request for Exclusion from the class action settlement) shall receive a portion of the Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) designated as the "PAGA Amount" and shall be paid based on the proportionate number of pay periods that he or she worked during the Relevant Time Period (the "**Individual PAGA Awards**").
- C. Within five (5) business days after the Court enters the Final Order and Judgment, defined below, the Settlement Administrator will provide (i) the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement Agreement, including the Defendant's share of employer-side payroll taxes; and (ii) the wiring instructions for the deposit of the GSA and the Defendant's share of employer-side payroll taxes. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will calculate Settlement Award amounts and Individual PAGA Award amounts and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to Participating Class Members, and Individual PAGA Awards to all Class Members ("**Settlement Proceeds Distribution Date**"). The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendants' Counsel.
- D. The Settlement Administrator shall pay the LWDA Amount within 2 calendar days of the Settlement Proceeds Distribution Date.

- E. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: (i) twenty (20%) as wages; and (ii) eighty (80%) as penalties and interest. The Individual PAGA Awards will be considered 100% penalties. The Settlement Administrator will be responsible for issuing to participating Class Members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. It is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefits plans.
- F. Each Class Member who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Class Members whose checks were not cashed within 180 days after mailing shall escheat to CASA of Orange County, a non-profit dedicated to advocating for the rights of foster children and youth.
- G. Neither Plaintiff nor Defendant nor any of the Released Parties shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

6. **Attorneys’ Fees and Costs.** Defendant will not object to Class Counsel’s request for a total award of attorneys’ fees of one-third of the GSA, which is currently estimated to be Six Hundred Thousand Dollars and Zero Cents (\$600,000.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), from the GSA. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award awarded by the Court. Settlement Administrator will pay Class Counsel within 2 calendar days of the Settlement Proceeds Distribution Date.

7. **Class Representative Enhancement Payment.** Defendant will not object to a request for a Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for her time and risk in prosecuting this case, and her service to the Settlement Class. This award will be in addition to Plaintiff’s Settlement Award as a Class Member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested enhancement payment, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding. Settlement Administrator will pay Plaintiff within 2 calendar days of the Settlement Proceeds Distribution Date.

8. **Settlement Administrator.** Defendant will not object to the appointment of APEX Class Action LLC as Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) for its services from the GSA. The Settlement Administrator shall be responsible for sending notices, calculating Settlement Awards, Individual PAGA Awards, preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the GSA only after Settlement Awards and Individual PAGA Awards have been mailed to all participating Class Members.

9. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order (the "**Preliminary Approval Order**"):

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Preliminarily appointing Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC as Class Counsel;
- C. Preliminary appointing Nevine Girgis as Class Representative for the Settlement Class;
- D. Approving APEX Class Action LLC as the Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the **Notice Packet** (which is comprised of the Class Notice and Request for Exclusion Form), which is attached as Exhibit A to this Settlement Agreement, and directing the mailing of same;
- G. Establishing a procedure for Class Members to opt out of the settlement and setting a date after which no Class Members shall be allowed to submit requests to opt out;
- H. Establishing a procedure for Class Members to object to the settlement; and
- I. Scheduling a Final Approval hearing.

Defendant will not oppose Class Counsel's motion for preliminary approval of the settlement so long as the motion and supporting papers are consistent with the terms of this Settlement Agreement. Class Counsel will provide Defendants' Counsel with a reasonable opportunity to review, and provide comments to, the motion for preliminary approval of the settlement before the motion and supporting papers are filed with the Court. Notwithstanding the foregoing, Defendant may, without opposing the preliminary approval motion, advise the Court if Defendant disagrees with any of the factual statements included by Plaintiff in the motion and supporting papers. Defendants' Counsel will meet and confer with Class Counsel regarding any factual statements it disputes before notifying the Court of any disputes.

10. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within fifteen (15) business days after entry of the **Preliminary Approval Order**, Defendant will provide the Settlement Administrator with the names, last known addresses, social security numbers, the number of pay periods worked by each Class Member while employed during the Relevant Time Period, and the termination status of each Class Member (the “**Class Data**”). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Class Members through the National Change of Address (“**NCOA**”) database to determine any updated addresses for Class Members; (ii) update the address of any Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Class Member; and (iv) mail a Notice Packet to each Class Member in both English and Spanish at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Class Member who wishes to opt out of the settlement must complete and mail a Request for Exclusion Form (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “**Response Deadline**”).
  - i. The Notice Packet shall state that a Class Member who wishes to exclude themselves from the Settlement must submit a Request for Exclusion Form by the Response Deadline. The Request for Exclusion must: (1) contain the name and address of the Class Member; (2) contain a statement that the Class Member wishes to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. Upon receipt of any Request for Exclusion Form before the Response deadline, the Settlement Administrator shall review the request to verify the information contained therein, and to confirm that the request complies with the requirements of this Settlement Agreement. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion Form has been timely submitted.
  - ii. Any Class Member who fails to submit a timely, complete and valid Request for Exclusion will be barred from opting out of this Settlement Agreement or the settlement, unless otherwise ordered by the Court. The Settlement Administrator will not review or consider any opt-out request postmarked after the Response Deadline, but will report its receipt of any such requests to Class Counsel and Defendants’ Counsel. It shall be presumed that, if a Request for

Exclusion is not postmarked on or before the Response Deadline, the Class Member did not make the request in a timely manner. A declaration submitted by any Class Member attesting to the mailing of an opt-out request on or before the Response Deadline, in and of itself shall be insufficient to overcome the conclusive presumption that the opt-out request was not postmarked on or before the Response Deadline. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Class Members to file a request to opt out of the settlement without Defendants' written consent.

- iii. With the exception described in the following sentence, any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, Class Members who were employed by Defendant at any time during the Relevant Time Period and submit a valid and timely Request for Exclusion from the class action settlement shall still be entitled to their portion of the PAGA Amount described above and will be bound by the PAGA Release.
  - iv. If Class Members who account for more than 5% of the pay periods timely opt out of the settlement, Defendant will have the sole and absolute discretion to withdraw from this Settlement Agreement within five (5) business days after the Response Deadline by providing written notice of such withdrawal to Class Counsel. In the event that Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination of this Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect, and the class certified pursuant to this Settlement Agreement will be decertified for all purposes. If Defendant chooses to terminate this Settlement Agreement under this provision, it shall be responsible to pay the Settlement Administrator's fees and costs. If the Settlement Agreement is terminated for any other reason, including the Court's failure to grant final approval of the Parties' settlement, then Class Counsel and Defendant will be jointly responsible for the Claims Administrator's fees and costs.
- D. Objections. Class Members who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendants' Counsel, as well as file all such objections with the Court). Defendants' Counsel or Class Counsel may, before the hearing date for Plaintiff's motion for final approval of the settlement, file responses to any written objections submitted to the Court. To be valid, any objection must include: (1) the objecting Class Member's full name and current address, as well as contact information for any attorney representing the objecting Class Member for purposes of the objection; (2) a clear reference to the Action, including the name and case number; (3) all objections and the factual and legal bases for same; (4) any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (5)

a statement whether the objector intends to appear at the final approval hearing, either in person or through counsel; and (6) be postmarked no later than the Response Deadline.

- E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Class Member shall disclose the amount of the Class Member's estimated Settlement Award and Individual PAGA Award, as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award, including the Class Member's number of pay periods worked during the Relevant Time Period and whether the Class Member's employment with Facility Defendants ended at any time during the Relevant Time Period. Class Members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice Packet, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards and any Individual PAGA Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Class Member and the Parties.
- F. Re-Mailing. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Class Member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) calendar days of the mailing, the Class Member received the Notice Packet. Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, an Objection, or a dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Class Member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendants' Counsel to provide notice of the proposed settlement.

- G. Settlement Administrator Reporting Obligations. Within ten (10) business days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notice Packets mailed to Class Members, the number of Notice Packets returned as undeliverable, the number of Notice Packets re-mailed to Class Members, the number of re-mailed Notice Packets returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who submitted valid Requests for Exclusion, and the number of Class Members who submitted invalid Requests for Exclusion.
- H. Settlement Administrator Declaration. Within ten (10) business days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence, confirming that the Notice Packet was mailed to all Class Members as required by this Settlement Agreement and setting forth the Settlement Administrator's compliance with its obligations under this Settlement Agreement. Class Counsel will file the Settlement Administrator's declaration with the Court no later than ten (10) calendar days before the final approval hearing. If any material changes occur after the date of the filing of the Settlement Administrator's declaration but before the final approval hearing, the Settlement Administrator will supplement its declaration.
- I. Non-Interference With Claims Procedure. The Parties and their counsel agree that they will not seek to solicit or otherwise encourage Class Members to submit requests for exclusion or objections to the settlement or to appeal from the Final Order and Judgment.

11. **Final Approval.** Following preliminary approval and no sooner than 15 business days after the Response Deadline, Plaintiff shall apply to the Court for entry of an Order (the "**Final Order and Judgment**"):

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, LWDA Amount, and settlement administration costs;
- C. Permanently enjoining all Participating Class Members from pursuing, or seeking to reopen, the Released Class Claims against the Released Parties; and
- D. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the Settlement Administrator's website.

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve,

interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Non-Disclosure and Non-Publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Class Members, as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein, or unless otherwise ordered by the Court. In response to any inquiries, Plaintiff shall state, “The case was resolved and it was resolved confidentially.” Class Counsel shall not report this Settlement in any medium or in any publication, shall not post or report anything regarding Plaintiff’s claims on Class Counsel’s website or on social media, and shall not contact any reporters or media regarding the Settlement. Class Counsel are authorized to make a limited disclosure for the purpose of obtaining approval of the Settlement. For the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel.

14. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

15. **Ongoing Cooperation.** Plaintiff and Defendant will execute all documents and perform all acts necessary and proper to effectuate the terms of this Settlement Agreement. The executing of documents must take place prior to the Final Hearing Date. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or any supplemental provisions that may become necessary to effectuate the terms of the Settlement Agreement, the Parties agree to seek the assistance of the Court.

16. **Automatic Voiding Of Agreement If Settlement Not Finalized.** If for any reason the Settlement set forth in this Agreement does not become final, the Settlement will be null and void and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated, and the Parties will be returned to the status quo prior to entering this Agreement with respect to the Action, as if the Parties had never entered into this Agreement, and the class certified pursuant to this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Action or otherwise.

17. **Invalidation Of Agreement For Failure To Satisfy Conditions.** If the Court makes material changes to the material terms or conditions of Paragraphs 1 through 16 of this Agreement that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in which case Defendant would not be obligated to make any payments to any Class Member, to Class Counsel, or to the Plaintiff. The Parties shall meet and confer in good faith as necessary before exercising such right.

18. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Maria Z. Stearns, Peter Hering, Rutan & Tucker LLP, 18575 Jamboree Road, 9<sup>th</sup> Floor, Irvine California 92612; mstearns@rutan.com, phering@rutan.com

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com.

19. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

20. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

21. **Governing Law.** This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law rules.

22. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of any material term of this Settlement Agreement.

23. **Severability.** The Parties to this Settlement Agreement agree, covenant, and represent that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each and every provision of this Settlement Agreement shall be considered severable, except for the release provisions of Section 2 of this Settlement Agreement. If a court of competent jurisdiction finds the release provisions of Section 2 of this Settlement Agreement to be unenforceable or invalid, then this Settlement Agreement shall become voidable and all payments made pursuant to this Settlement Agreement shall be returned to Defendant. If a court of competent jurisdiction finds any provision other than the release provisions of Section 2, or part thereof, to be invalid or unenforceable for any reason, that provision, or part thereof, shall remain in full force and effect to the extent allowed by law, and all of the remaining provisions of this Agreement shall remain in full force and effect.

24. **Representation and Warranties.** Class Counsel, Plaintiff, and the Class jointly and severally represent and warrant to Defendant that there are no attorneys beyond those named as Class Counsel who have claims for fees arising out of the Action or the Settlement Agreement contemplated hereby. To the extent those representations are false or other attorneys do have claims for fees arising out of the Action or this Settlement Agreement, Class Counsel and the Class jointly and severally agree to fully indemnify Defendant for any damages it incurs as a result of those claims, including, but not limited to, all attorneys' fees and costs.

25. **Representation By Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and Final Judgment, the Settlement Administrator may distribute funds to Class Members, Class Counsel, and Plaintiff as provided by this Settlement Agreement.

26. **Authorization By Plaintiff.** Plaintiff authorizes Class Counsel to sign this Agreement and further agrees not to request to be excluded from the Class and not to object to any terms of this Settlement Agreement. Any such request by Plaintiff for exclusion or objection shall therefore be void and of no force or effect.

27. **Attorneys' Fees and Costs.** No Participating Class Member or Class Counsel or any other attorney acting for any Participating Class Member may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the GSA except as expressly provided in this Settlement Agreement.

28. **No Reliance on Representations.** The Parties have made such investigations of the facts and the law pertaining to the matters described herein and this Settlement Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any party concerning this Settlement Agreement.

29. **No Collateral Attack.** This Settlement Agreement shall not be subject to collateral attack by any Class Member or any recipient of the Class Notice after the Final Order and Judgment. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of his or her Settlement Award or for opting out of the Settlement.

[SIGNATURE PAGE TO FOLLOW]

IT IS SO AGREED:

DATED: April 10, 2024

Defendant Life Generations Healthcare, LLC

By: DocuSigned by:  
  
49359F2E73014A5...

DATED: 04/09/2024

Nevine Girgis

By:   
Nevine Girgis (Apr 9, 2024 17:35 PDT)  
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

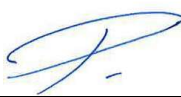
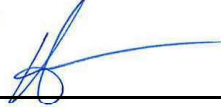
DATED: April 10, 2024

RUTAN & TUCKER LLP

By:   
\_\_\_\_\_  
Maria Z. Stearns  
Peter Hering  
Attorneys for Defendant and Facility  
Defendants

DATED: April 9, 2024

HAINES LAW GROUP, APC

By:    
\_\_\_\_\_  
Paul K. Haines  
Sean M. Blakely  
Attorneys for Plaintiff

# **EXHIBIT 1**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

NEVINE GIRGIS, as an individual and on behalf of all  
others similarly situated,

Plaintiff,

vs.

LIFE GENERATIONS HEALTHCARE LLC, *et al.*

Defendants.

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

**NOTICE OF PENDENCY OF CLASS AND PAGA  
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees who were employed by one of Defendant Life Generations Healthcare LLC's facilities in California ("**Facility Defendants**"), as named below, at any time from October 6, 2021 through August 5, 2023.

Facility Defendants: 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 d.b.a. Horizon Health & Subacute Center; GHC of Blue Oaks, LLC; GHC of Anberry, LLC d.b.a. Anberry Nursing and Rehabilitation Center; GHC of San Jose Note, LLC; GHC of Strive, LLC; GHC of Temecula, LLC; GHC of Upland Dementia, LLC; and Theragen, LLC (collectively with Defendant Life Generations Healthcare LLC referred to as "GHC").

**PLEASE READ CAREFULLY**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT  
THIS NOTICE IS BEING PROVIDED TO YOU IN ENGLISH AND SPANISH**

***Why should you read this Notice?***

The Court has granted preliminary approval of a proposed class and Private Attorneys General Act ("PAGA") action settlement (the "Settlement") between Plaintiff Nevine Girgis and GHC in the matter of *Nevine Girgis v. Life Generations Healthcare LLC, et al.*, Orange County Superior Court Case No. 30-2022-01284746-CU-OE-CXC (the "Action"). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. GHC's records show that you were employed at GHC as a non-exempt employee who worked in one of the Facility Defendants in California between October 6, 2021 through August 5, 2023 (the "Relevant Time Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

#### ***What is this case about?***

Plaintiff Nevine Girgis ("Plaintiff") brought this Action against GHC on a class and representative action basis on behalf of a class of non-exempt employees employed by one of the Facility Defendants during the Relevant Time Period. Plaintiff is known as the "Class Representative," and her attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel." The term "Parties" as used in this Notice refers to Plaintiff and GHC, collectively.

Plaintiff alleges that GHC failed to pay Settlement Class members all minimum and overtime wages owed; failed to provide all meal periods in accordance with California law, or premium pay for non-compliant meal periods; failed to authorize and permit all rest periods in accordance with California law, or premium pay for non-compliant rest periods; failed to timely pay all wages due during employment or final wages due upon termination; failed to reimburse necessary business expenses; failed to furnish accurate and itemized wage statements to Settlement Class members; failed to maintain accurate payroll records; and failed to provide and accurately pay paid sick leave and COVID supplemental sick leave. As a result of the foregoing alleged violations, Plaintiff alleges that GHC engaged in unfair business practices and is liable for civil penalties under the Private Attorneys General Act ("PAGA").

GHC denies Plaintiff's claims and denies that it has violated any laws or done anything wrong. GHC also denies that it owes Settlement Class members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of GHC, by whom all liability is expressly denied.

The Court has not ruled on the merits of Plaintiff's claims. The Court has, however, preliminarily approved the proposed Settlement between Plaintiff and GHC. However, to avoid additional expense, inconvenience, and interference with its business operations, GHC has agreed to settle the Action on the terms summarized in this Notice. After Class Counsel had the opportunity to review certain relevant information, the Settlement was reached after mediation and arm's length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to GHC and the delays and uncertainties associated with ongoing litigation.

**If you are still employed by GHC, your decision about whether to participate in the Settlement will not affect your employment. California law strictly prohibits unlawful retaliation.** GHC will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of his/her decision to either participate or not participate in the Settlement.

### ***Who are the Attorneys?***

|                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attorneys for Plaintiff/Settlement Class:<br><b>HAINES LAW GROUP, APC</b><br>Paul K. Haines<br>phaines@haineslawgroup.com<br>Sean M. Blakely<br>sblakely@haineslawgroup.com<br>Alexandra R. McIntosh<br>amcintosh@haineslawgroup.com<br>2155 Campus Drive, Suite 180<br>El Segundo, California 90245<br>Tel: (424) 292-2350<br>Fax: (424) 292-2355<br>haineslawgroup.com | Attorneys for GHC:<br><b>RUTAN &amp; TUCKER LLP</b><br>Maria Z. Stearns<br>mstearns@rutan.com<br>Peter Hering<br>phering@rutan.com<br>Amy Pfeifer<br>apfeifer@rutan.com<br>18575 Jamboree Road, 9 <sup>th</sup> Floor<br>Irvine, California 92612<br>Tel: (714) 641-5100<br>Fax: (714) 546-9035<br>www.rutan.com |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### ***What are the terms of the Settlement?***

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who were employed by one of the Facility Defendants in the State of California from October 6, 2021 through August 5, 2023. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against GHC as described below.

GHC has agreed to pay \$1,800,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including payments to Settlement Class members, Class Counsel’s attorneys’ fees and expenses, settlement administration costs, payment to the Labor & Workforce Development Agency (“LWDA”) for its share of civil penalties under the PAGA, and the Class Representative enhancement payment.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for up to one-third of the Gross Settlement Amount, which is currently estimated at \$600,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$40,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved APEX Class Action LLC to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Parties request setting aside up to \$45,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award the Class Representative an enhancement payment in the amount of \$7,500.00 to compensate her for her service and extra work provided on behalf of the Settlement Class.

PAGA Payment to State of California. The parties have agreed to allocate \$75,000.00 towards the Settlement of the PAGA claims in the Action. Per Labor Code Section 2699(i), \$56,250.00 of this amount will be paid to the State of California Labor & Workforce Development Agency, representing its 75% share of the civil penalties. The remaining \$18,750.00 will be allocated to Settlement Class members as described below.

Calculation of Individual Settlement Class Members’ Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all

Settlement Class members who do not submit a valid and timely Request for Exclusion from the Settlement. The Net Settlement Amount is estimated at approximately \$1,032,500.00, and will be divided as follows:

- (i) Ninety percent (90%) of the Net Settlement Amount will be allocated to all participating Settlement Class members in proportion to the number of pay periods that a participating Settlement Class member worked during the Relevant Time Period.
- (ii) Ten percent (10%) of the Net Settlement Amount shall be designated as the “Waiting Time Amount” and will be allocated in equal amounts to all participating Settlement Class members whose employment with the Facility Defendants ended at any time during the Relevant Time Period.

Payment from PAGA Amount: In addition to the Net Settlement Amount, \$18,750.00 of the Gross Settlement Amount has been designated as the “PAGA Amount.” Each Settlement Class member who was employed by a Facility Defendant at any time during the Relevant Time Period (including those who opt out of the class action settlement) shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the Relevant Time Period.

Payments to Settlement Class members. If the Court grants final approval of the Settlement, individual Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion from the Settlement. Settlement Class Members may not opt-out of the release of PAGA claims (as described in the “Release” Paragraph on this page) and will thus receive payment for their share of the PAGA Amount even if they opt out of the Settlement.

Settlement checks will be valid for 180 days. Any funds payable to Settlement Class members whose checks were not cashed within 180 days from the date of mailing by the Settlement Administrator shall be distributed to CASA of Orange County, a non-profit dedicated to advocating for the rights of foster children and youth.

Allocation and Taxes. For tax purposes, each Settlement Award shall be treated as follows: 20% as “wages,” for which an IRS Form W-2 will be issued; and 80% as “penalties” and “interest” for which an IRS Form 1099 will be issued. Settlement Class members are responsible for the proper income tax treatment of the individual Settlement Awards. The individual PAGA Awards shall be treated as 100% penalties. The Settlement Administrator, GHC and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, and upon GHC’s complete funding of the Gross Settlement Amount, Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge GHC, and all of its past, present, future divisions, affiliates, predecessors, successors, assigns, shareholders, members, owners, officers, directors, employees, managers, agents, professional employer organizations, staffing companies, attorneys, representatives, administrators, parents, and subsidiaries (collectively the “Released Parties”), from all claims, contingent or accrued, that have been, or could have been, asserted against GHC based on the facts in the operative First Amended Class and Representative Action Complaint (“FAC”), including: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure to timely pay all wages due during employment or final wages due upon termination; (f) failure to reimburse necessary business expenses; (g) inaccurate wage statements; (h) failure to maintain accurate payroll records; (i) failure to provide and accurately pay paid sick leave and COVID supplemental sick leave; and (j) all claims for unfair business practices that were premised on the facts, claims, causes of action or legal theories of relief pled in the operative FAC (collectively, the “Released Class Claims”). The period of the Release shall extend to the limits of the Relevant Time Period.

Regardless of whether Class Members submit a valid and timely Request for Exclusion Form, Class Members who worked for GHC during the Relevant Time Period, will release and discharge the Released Parties from all claims for statutory penalties against the Released Parties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff’s October 12, 2022 pre-filing PAGA letter to the Labor & Workforce Development Agency (“LWDA”) and Plaintiff’s September 27, 2023 and October 19, 2023 amended PAGA letters, including for PAGA violations associated with the Released Class Claims, during the Relevant Time Period (collectively, the “Released PAGA Claims”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

#### ***How can I claim money from the Settlement?***

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of pay periods you worked during the Relevant Time Period and whether you have separated employment from GHC during the Relevant Time Period as stated in the accompanying Notice of Estimated Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

#### ***What other options do I have?***

Dispute Information in Notice of Estimated Settlement Award. Your award is based on the proportionate number of pay periods you worked during the Relevant Time Period and whether you have separated employment from Facility Defendants during the Relevant Time Period. The information contained in GHC' records regarding each of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Estimated Settlement Award. If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards and any Individual PAGA Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Class Member and the Parties.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator an executed Request for Exclusion Form by mail postmarked no later than **<<RESPONSE DEADLINE>>**, with your name, address, and signature. A Request for Exclusion Form is included with this Notice.

Send the Request for Exclusion Form directly to the Settlement Administrator at **<<INSERT ADMINISTRATOR CONTACT INFO>>**. Any person who submits a timely Request for Exclusion Form shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Settlement Class members who worked for GHC during the Relevant Time Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator at **<<INSERT ADMINISTRATOR CONTACT INFO>>**. All objections and correspondence must be sent directly to the Settlement Administrator, please do not send objections or correspondence to the Court. Any objections will be provided to the Court by the Settlement Administrator, and Defendants' Counsel and Class Counsel will have the opportunity to file a response to any objection(s) submitted to the court prior to the prior approval hearing. Your written objection must include the following: your full name; your current address; all objections and the factual and legal bases for same; any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; a statement of whether you intend to appear at the final approval hearing, either in person or through counsel; the contact information for any attorney representing you regarding your objection; and the underlying case names and numbers. Objections should be in writing and must be postmarked on or before **<<RESPONSE DEADLINE>>**. Notwithstanding the foregoing, you do not need to object in writing to be heard at the Final Approval Hearing.

You may also appear at the Final Approval Hearing scheduled for **INSERT DATE**, at **INSERT TIME** in Department CX101 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Nevine Girgis v. Life Generations LLC, et al.*, Orange County Superior Court Case No. 30-2022-01284746-CU-OE-CXC.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

#### ***What is the next step?***

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **INSERT DATE**, at **INSERT TIME** in Department CX101 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701. The Court will also be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Class Representative enhancement payment, the PAGA Amount, and settlement administration costs. The Final Approval Hearing may be postponed without further notice to Settlement Class members. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

**If the Court grants Final Approval, the Court will issue a final judgment which shall be posted on the Settlement Administrator's website (**INSERT WEBSITE**).**

#### ***How can I get additional information?***

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, during regular court hours. You may also visit the Orange County Superior Court website at [www.occourts.org](http://www.occourts.org) to inspect the Court's files by going to the "Case Access" tab under "Online Services," selecting "Civil Case & Document Access," and entering the case number information for this case, which is Case No. 30-2022-01284746-CU-OE-CXC. If you wish to download documents from the Court's website, you may watch the video tutorial "How to order documents online" for more information about how to download documents from the Court's website. You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE TO THE COURT, GHC, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

#### ***REMINDER AS TO TIME LIMITS***

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

# **EXHIBIT 2**

## **REQUEST FOR EXCLUSION FORM**

*Nevine Girgis v. Life Generations Healthcare LLC, et al.*  
Orange County Superior Court  
Case No. 30-2022-01284746-CU-OE-CXC

IF YOU **DO NOT** WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST **COMPLETE**, **SIGN** AND **MAIL** THIS FORM, POSTMARKED ON OR BEFORE **[INSERT DATE]**, ADDRESSED AS FOLLOWS:

APEX CLASS ACTION LLC  
*NEVINE GIRGIS V. LIFE GENERATIONS HEALTHCARE LLC, ET AL.*  
SETTLEMENT ADMINISTRATOR

**ADDRESS**  
**ADDRESS**  
**PHONE**  
**FAX**

**DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.**

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *Nevine Girgis v. Life Generations Healthcare LLC, et al.*, Orange County Superior Court Case No. 30-2022-01284746-CU-OE-CXC.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE NEVINE GIRGIS V. LIFE GENERATIONS HEALTHCARE LLC, ET AL. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I MAY STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") AS DESCRIBED IN THE ACCOMPANYING NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT.

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Name

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Address

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Date

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Signature

# **EXHIBIT 3**

## **NOTICE OF ESTIMATED SETTLEMENT AWARD**

***NEVINE GIRGIS V. LIFE GENERATIONS HEALTHCARE LLC, et al.***  
**ORANGE COUNTY SUPERIOR COURT CASE NO. 30-2022-01284746-CU-OE-CXC (“Action”)**

TO CLASS MEMBER <NAME>:

**TO RECEIVE A PAYMENT FROM THE SETTLEMENT, YOU DO NOT NEED TO TAKE ANY ACTION.**

You have received this Notice because you are a Class Member in this Action. You are a Class Member in this Action if you are a current or former non-exempt employee who was employed by one of the Facility Defendants, as that term is defined in the accompanying Notice of Pendency of Class and PAGA Action and Proposed Settlement, at any time in California from October 6, 2021 through August 5, 2023.

Please complete and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

**(I) Please type or print your name:**

\_\_\_\_\_  
(First, Middle, Last)

**(II) Please type or print the following identifying information if your contact information has changed:**

\_\_\_\_\_  
Former Names (if any)

\_\_\_\_\_  
New Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**(III) Information Used to Calculate Your Settlement Award:**

According to GHC’s (The term “GHC” includes Defendant Life Generations Healthcare LLC and the Facility Defendants named in the accompanying Notice of Pendency of Class and PAGA Action and Proposed Settlement) records:

- (a) you worked for GHC in California from \_\_\_\_\_ to \_\_\_\_\_;
- (b) you worked \_\_\_\_\_ Pay Periods between October 6, 2021 through August 5, 2023, for GHC;
- (c) your employment with GHC <<DID/DID NOT>> end between October 6, 2021 through August 5, 2023.

Based on the above, your Settlement Award is estimated at \$ \_\_\_\_\_.

Your Individual Settlement Award reflected in this Notice is only an estimate. The exact amount of your settlement award could somewhat vary, up or down.

**(IV) If you disagree with items (a), (b), and/or (c), in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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If you dispute the above information from GHC's records, please provide documentation that establishes that GHC's records are mistaken. If there is a dispute about whether GHC's information or yours is accurate, the dispute will be submitted to the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class and PAGA Action and Proposed Settlement" that accompanies this Form.

**UNLESS (1) YOUR PERSONAL CONTACT INFORMATION HAS CHANGED, AND/OR (2) YOU WISH TO DISPUTE ANY OF THE ITEMS LISTED IN SECTION (III) ABOVE, YOU SHOULD NOT RETURN THIS FORM.**

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.**

# **EXHIBIT B**

**HAINES LAW GROUP**  
**EMPLOYMENT ATTORNEYS**

October 12, 2022

**VIA LWDA WEBSITE**

Labor and Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

Re: *Nevine Girgis v. GHC of TEM-SNF, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Nevine Girgis in claims arising from her employment with 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, and DOES 1 to 100, inclusive, (collectively “Defendants”). Ms. Girgis is an “aggrieved employee” as defined by Labor Code § 2698, *et seq.* due to Defendants’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

Ms. Girgis worked for Defendants as a non-exempt employee from approximately December of 2021 to approximately September 3, 2022, as a Licensed Vocational Charge Nurse (or similarly titled position). The “aggrieved employees” whom Ms. Girgis seeks to represent include all current and former non-exempt employees who have worked for Defendants in California at any time from one year prior to the date of this letter through the present.

During Ms. Girgis’ employment with Defendants, Defendants did not compensate Ms. Girgis and other aggrieved employees for all the time that they worked, including but not limited to the time that Ms. Girgis and other aggrieved employees were subject to the control and direction of Defendants; and/or the time that Ms. Girgis and other aggrieved employees were suffered or permitted to work. Specifically, Defendants required Ms. Girgis and other aggrieved 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 Ms. Girgis and other aggrieved employees for this time because these procedures were performed off-the-clock. As a result, Defendants failed to pay Ms. Girgis and other aggrieved employees all minimum and overtime wages for all hours worked.

During Ms. Girgis’ employment with Defendants, Ms. Girgis worked in excess of 8.0 hours per workday and/or in excess of 40.0 hours per workweek but did not receive overtime compensation at one and one-half times her regular rate of pay for working overtime hours. Specifically, Ms. Girgis received non-discretionary incentive pay, including a “Sign on Bonus,” “Rfb-Referr” bonus, gift cards, and/or other forms of pay that are not excludable from an employee’s “regular rate” of pay (hereinafter the aforementioned forms of pay are collectively referred to as “Incentive Pay”). Despite Defendants’ payment of Incentive Pay to Ms. Girgis, Defendants failed to properly calculate Ms. Girgis’ “regular rate” of pay, thereby causing Ms. Girgis to be underpaid for her required overtime wages, in addition to being underpaid for any meal period premium payments.

Throughout the duration of Ms. Girgis’ employment with Defendants, Defendants failed to provide Ms. Girgis and other aggrieved employees with all legally compliant meal periods due to Defendants’ meal period policies/practices, which fail to provide a timely first meal period (i.e., a first meal period commencing before the end of the fifth hour of work) as well as a second meal period for shifts over 10.0 hours, when Ms. Girgis worked shifts over 10.0 hours. Specifically, although Ms. Girgis typically worked 12-hour shifts, she was regularly not provided with any meal periods. On the rare occasions when Ms. Girgis was provided a first meal period, Defendants did not provide the first meal period

until after the completion of the fifth work hour. Further, when Ms. Girgis worked shifts over 10.0 hours, Defendants did not provide a second 30-minute meal period due to Defendants' meal period practices. Ms. Girgis' missed, late, and short meal periods were a direct result of Defendants' policy/practice of intentionally understaffing their nursing homes while simultaneously requiring Ms. Girgis and other aggrieved employees to remain at their post and monitor patients unless relieved. Upon information and belief, when Defendants did not provide Ms. Girgis with all legally required meal periods to which she was entitled, Defendants failed to compensate Ms. Girgis with the required meal period premium for each workday in which she experienced a meal period violation as mandated by Labor Code § 226.7.

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

Defendants also failed to adequately reimburse Ms. Girgis and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, the use of personal cellular phones to communicate with their supervisors and other staff. Despite requiring Ms. Girgis and other aggrieved employees to use their personal cellular phones to communicate with their supervisors, Defendants did not adequately reimburse Ms. Girgis and other aggrieved employees for their cellular phone expenses, even though they used their personal cellular phones for business purposes.

As a result of Defendants' failure to pay all minimum and overtime wages, and all meal and rest period premium wages, Defendants maintained inaccurate payroll records, issued inaccurate wage statements to Ms. Girgis and other aggrieved employees.

#### Minimum Wage Violations

Defendants were, and are, required to pay Ms. Girgis and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour worked. *See* Labor Code §§ 1182.12, 1194(a), 1194.2(a), 1197, 1198, and Wage Order 5, § 4. As alleged above, Defendants maintained, and continue to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Ms. Girgis and other aggrieved employees at least the minimum wage for all hours worked. As a result of these policies/practices, Ms. Girgis and other aggrieved employees have been, and continue to be, deprived of all required minimum wages.

#### Overtime Violations

Defendants were, and are, required to pay Ms. Girgis and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. See Labor Code §§ 204, 510, 1194 and 1198; Wage Order 5. Wage Order 5, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours” per workday and/or in excess of 40 hours of work in the workweek, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and “[d]ouble the employee’s regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.” As described herein, Defendants caused Ms. Girgis and other aggrieved employees to work overtime and/or double-time hours but did not compensate Ms. Girgis and other aggrieved employees at one and one-half times (or two times) their “regular rate” of pay for such hours.

#### Meal Period Violations

As alleged above, Defendants failed in their affirmative obligation to provide Ms. Girgis and other aggrieved employees with all required and compliant meal periods, due to Defendants’ meal period policies/practices that failed to provide legally compliant meal periods, to Ms. Girgis and other aggrieved employees. See Labor Code §§ 204, 210, 226.7, 512, 558; Wage Order 5 § 11. As a result, Ms. Girgis and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. See Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with...[an] order of the Industrial Welfare Commission...the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”). As alleged above, Defendants have also failed to pay Ms. Girgis and aggrieved employees the premium wages to which they are legally entitled.

#### Rest Period Violations

Due to its unlawful rest period policies and/or practices, Defendants have failed to authorize and permit Ms. Girgis and other aggrieved employees to take all required rest periods to which they are legally entitled. Wage Order 5, § 12 and California Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289. Despite Defendants’ violations, Defendants have not paid an additional hour of premium pay to Ms. Girgis and other aggrieved employees at their respective regular rates of compensation for each violation in accordance with Labor Code § 226.7. See Labor Code § 226.7.

#### Failure to Reimburse Necessary Business Expenses

As alleged herein, Defendants have failed to reimburse Ms. Girgis and other aggrieved employees for expenses incurred in connection with their employment. At all

relevant times, Defendants have also been subject to Labor Code § 2804, which states that “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.” Due to Defendants’ unlawful reimbursement practices, Defendants failed to indemnify Ms. Girgis and other aggrieved employees for all necessary business expenses incurred, including, among other things, the cellular phone expenses.

As a proximate result of Defendants’ policies and/or practices in violation of Labor Code sections 2802 and 2804, and Wage Order 5, § 9, Ms. Girgis and other aggrieved employees are entitled to damages, attorneys’ fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802(c). Further, any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Ms. Girgis and other aggrieved employees are entitled to interest, which shall accrue from the date on which they incurred the necessary expenditure, pursuant to Labor Code § 2802(b).

#### Wage Statement Violations

Defendants were required to furnish Ms. Girgis and other aggrieved employees with accurate and compliant, itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned. See Labor Code §§ 226(a) and 1174(d); Wage Order 5, § 7. As alleged above, Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Ms. Girgis and other aggrieved employees with accurate and compliant, itemized wage statements that included, among other requirements, all hours worked, total gross wages earned, all rates of pay and corresponding number of hours worked, and total net wages earned in violation of Labor Code § 226 *et seq.* Defendants’ failure to comply with its wage statement obligations was knowing and intentional, and Ms. Girgis and other aggrieved employees have suffered injury as a result.

Ms. Girgis is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present. As an “aggrieved employee,” Ms. Girgis will initiate a civil action on behalf of herself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. As alleged herein, and based on Ms. Girgis’ own investigation and on information and belief, Defendants have committed the following Labor Code violations:

- a. Defendants have violated Labor Code §§ 1182.12, 1194(a), 1194.2, 1197, and 1198 by failing to pay Ms. Girgis and other aggrieved employees at least the statutory minimum wage for all hours worked;
- b. Defendants have violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Ms. Girgis and other aggrieved employees all overtime and/or double-time compensation earned;

- c. Defendants have violated Labor Code §§ 204, 210, 226.7, 512, and 558 by failing to provide all legally required meal periods and by failing to pay meal period premiums to Ms. Girgis and other aggrieved employees;
- d. Defendants have violated Labor Code §§ 226.7, 516, and 558, by failing to authorize and permit all legally required rest periods and by failing to pay rest period premiums to Ms. Girgis and other aggrieved employees;
- e. Defendants have violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Girgis and other aggrieved employees for all necessary expenditures incurred;
- f. Defendants violated Labor Code § 226 by failing to furnish Ms. Girgis and other aggrieved employees with accurate and compliant, itemized wage statements;
- g. Defendants violated Labor Code § 204 by failing to pay Ms. Girgis and other aggrieved employees all wages earned at least twice during each calendar month; and
- h. Defendants violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Girgis and other aggrieved employees.

Pursuant to Labor Code Section 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,  
HAINES LAW GROUP, APC

  
Paul K. Haines

cc: 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, c/o California Registered Corporate Agent (individual) Thomas Olds, Jr., (Agent for Service of Process) (via certified mail)

# **EXHIBIT C**

**HAINES LAW GROUP**  
**EMPLOYMENT ATTORNEYS**

September 27, 2023

**VIA LWDA WEBSITE**

Labor and Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

Re: *Nevine Girgis v. GHC of TEM-SNF, LLC., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Nevine Girgis in claims arising from her employment with 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 d.b.a.

Horizon Health & Subacute Center; 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; Theragen, LLC, California Limited Liability Companies, and DOES 1 to 100, inclusive, (collectively “Defendants”). Ms. Girgis is an “aggrieved employee” as defined by Labor Code § 2698, *et seq.* due to Defendants’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

This letter is an amendment to Ms. Girgis’ original correspondence of October 12, 2022, which is attached hereto as Exhibit A for your reference.

In addition to the allegations included in Ms. Girgis’ October 12, 2022 letter, Ms. Girgis further alleges that Defendants are liable for violations of Labor Code § 245.5(e) and § 246(l), which requires “paid sick days” to be “calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek” or “by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.” However, Defendants failed to properly provide and/or properly compensate all wages owed to Ms. Girgis and other aggrieved employees because it had a uniform policy or practice of paying paid sick time at the employee’s base rate of pay without including earned incentive pay, including non-discretionary bonuses, premium pay, and/or other forms of pay that cannot be excluded from the regular rate of pay for the purposes of paid sick pay under Labor Code §§ 245.5(e) and 246(l). Ms. Girgis further alleges that Defendants in some instances failed to include the amount of available sick leave on the wage statement of Ms. Girgis and other aggrieved employees in violation Labor Code § 246(i).

Similarly, Ms. Girgis alleges that Defendants are liable for violations of Labor Code § 248.6(b)(3)(A), which requires “COVID-19 supplemental paid sick leave” to be “calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek” or “by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.” However, Defendants failed to properly provide and/or properly compensate all wages owed to Ms. Girgis and other aggrieved employees because it had a uniform policy or practice of paying COVID-19 supplemental paid sick leave at the employee’s base rate of pay without including earned incentive pay, including non-discretionary bonuses, premium pay, and/or other forms of pay that cannot be excluded from the regular rate of pay for the purposes of paid sick pay under Labor Code § 248.6(b)(3)(A). Ms. Girgis further alleges that Defendants in some instances failed to include the amount of COVID-19 supplemental paid sick leave used through the pay period on the wage statement of Ms. Girgis and other aggrieved employees in violation Labor Code § 248.6(d)(2).

Ms. Girgis further adds to her previous allegations regarding Defendants' minimum wage violations that Defendants in some instances deducted aggrieved employees' pay without authorization in violation of Labor Code § 221.

Finally, Ms. Girgis adds to her previous allegations regarding Defendants' failure to reimburse necessary business expenses that Defendants in some instances failed to reimburse aggrieved employees for use of their personal vehicles for business purposes.

Ms. Girgis is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present. As an "aggrieved employee," Ms. Girgis will initiate a civil action on behalf of herself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Girgis' own investigation, and on information and belief, Defendants have committed the following additional Labor Code violations:

- a. Defendants have violated Labor Code §§ 245 *et seq.*, 246, 246.8, 1194, 1194.2 and 1197 by failing to pay Ms. Girgis and other aggrieved employees sick pay and COVID-19 supplemental paid sick leave at the employee's regular rate of pay.
- b. Defendants have violated Labor Code §§ 221, 1182.12, 1194(a), 1194.2, 1197, and 1198 by improperly deducting aggrieved employees' pay without authorization.
- c. Defendants have violated Labor Code § 2802 by failing to reimburse aggrieved employees for the use of the personal vehicles for business purposes.

Very truly yours,  
HAINES LAW GROUP, APC

Paul K. Haines

cc: Life Generations Healthcare LLC (via certified mail); Maria K. Stearns and Peter Hering of Rutan & Tucker LLP (counsel for Defendants via email at [mstearns@rutan.com](mailto:mstearns@rutan.com) and [phering@rutan.com](mailto:phering@rutan.com))

# **EXHIBIT D**

**HAINES LAW GROUP**  
**EMPLOYMENT ATTORNEYS**

October 19, 2023

**VIA LWDA WEBSITE**

Labor and Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

Re: *Nevine Girgis v. GHC of TEM-SNF, LLC., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Nevine Girgis in claims arising from her employment with 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 d.b.a.

Horizon Health & Subacute Center; 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; Theragen, LLC, California Limited Liability Companies, and DOES 1 to 100, inclusive, (collectively "Defendants"). Ms. Girgis is an "aggrieved employee" as defined by Labor Code § 2698, *et seq.* due to Defendants' numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated.

This letter is an amendment to Ms. Girgis' correspondence of October 12, 2022 and September 27, 2023, which are attached hereto as Exhibit A for your reference.

In addition to the allegations included in Ms. Girgis' October 12, 2022 and September 27, 2023 letter, Ms. Girgis further alleges that Defendants are liable for violations of Labor Code §§ 201-203 for failing to pay aggrieved employees all final wages owed at the time of their separation from employment.

Ms. Girgis is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present. As an "aggrieved employee," Ms. Girgis will initiate a civil action on behalf of herself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Girgis' own investigation, and on information and belief, Defendants have committed the following additional Labor Code violations:

- a. Defendants have violated Labor Code §§ 201-203 by failing to pay aggrieved former employees all wages due at the end of their employment;

Very truly yours,  
HAINES LAW GROUP, APC



Paul K. Haines

cc: Life Generations Healthcare LLC c/o Maria K. Stearns and Peter Hering of Rutan & Tucker LLP (counsel for Defendants via email at [mstearns@rutan.com](mailto:mstearns@rutan.com) and [phering@rutan.com](mailto:phering@rutan.com))

# **EXHIBIT A**

**HAINES LAW GROUP**  
**EMPLOYMENT ATTORNEYS**

October 12, 2022

**VIA LWDA WEBSITE**

Labor and Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

Re: *Nevine Girgis v. GHC of TEM-SNF, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Nevine Girgis in claims arising from her employment with 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, and DOES 1 to 100, inclusive, (collectively “Defendants”). Ms. Girgis is an “aggrieved employee” as defined by Labor Code § 2698, *et seq.* due to Defendants’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

Ms. Girgis worked for Defendants as a non-exempt employee from approximately December of 2021 to approximately September 3, 2022, as a Licensed Vocational Charge Nurse (or similarly titled position). The “aggrieved employees” whom Ms. Girgis seeks to represent include all current and former non-exempt employees who have worked for Defendants in California at any time from one year prior to the date of this letter through the present.

During Ms. Girgis’ employment with Defendants, Defendants did not compensate Ms. Girgis and other aggrieved employees for all the time that they worked, including but not limited to the time that Ms. Girgis and other aggrieved employees were subject to the control and direction of Defendants; and/or the time that Ms. Girgis and other aggrieved employees were suffered or permitted to work. Specifically, Defendants required Ms. Girgis and other aggrieved 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 Ms. Girgis and other aggrieved employees for this time because these procedures were performed off-the-clock. As a result, Defendants failed to pay Ms. Girgis and other aggrieved employees all minimum and overtime wages for all hours worked.

During Ms. Girgis’ employment with Defendants, Ms. Girgis worked in excess of 8.0 hours per workday and/or in excess of 40.0 hours per workweek but did not receive overtime compensation at one and one-half times her regular rate of pay for working overtime hours. Specifically, Ms. Girgis received non-discretionary incentive pay, including a “Sign on Bonus,” “Rfb-Referr” bonus, gift cards, and/or other forms of pay that are not excludable from an employee’s “regular rate” of pay (hereinafter the aforementioned forms of pay are collectively referred to as “Incentive Pay”). Despite Defendants’ payment of Incentive Pay to Ms. Girgis, Defendants failed to properly calculate Ms. Girgis’ “regular rate” of pay, thereby causing Ms. Girgis to be underpaid for her required overtime wages, in addition to being underpaid for any meal period premium payments.

Throughout the duration of Ms. Girgis’ employment with Defendants, Defendants failed to provide Ms. Girgis and other aggrieved employees with all legally compliant meal periods due to Defendants’ meal period policies/practices, which fail to provide a timely first meal period (i.e., a first meal period commencing before the end of the fifth hour of work) as well as a second meal period for shifts over 10.0 hours, when Ms. Girgis worked shifts over 10.0 hours. Specifically, although Ms. Girgis typically worked 12-hour shifts, she was regularly not provided with any meal periods. On the rare occasions when Ms. Girgis was provided a first meal period, Defendants did not provide the first meal period

until after the completion of the fifth work hour. Further, when Ms. Girgis worked shifts over 10.0 hours, Defendants did not provide a second 30-minute meal period due to Defendants' meal period practices. Ms. Girgis' missed, late, and short meal periods were a direct result of Defendants' policy/practice of intentionally understaffing their nursing homes while simultaneously requiring Ms. Girgis and other aggrieved employees to remain at their post and monitor patients unless relieved. Upon information and belief, when Defendants did not provide Ms. Girgis with all legally required meal periods to which she was entitled, Defendants failed to compensate Ms. Girgis with the required meal period premium for each workday in which she experienced a meal period violation as mandated by Labor Code § 226.7.

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

Defendants also failed to adequately reimburse Ms. Girgis and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, the use of personal cellular phones to communicate with their supervisors and other staff. Despite requiring Ms. Girgis and other aggrieved employees to use their personal cellular phones to communicate with their supervisors, Defendants did not adequately reimburse Ms. Girgis and other aggrieved employees for their cellular phone expenses, even though they used their personal cellular phones for business purposes.

As a result of Defendants' failure to pay all minimum and overtime wages, and all meal and rest period premium wages, Defendants maintained inaccurate payroll records, issued inaccurate wage statements to Ms. Girgis and other aggrieved employees.

#### Minimum Wage Violations

Defendants were, and are, required to pay Ms. Girgis and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour worked. *See* Labor Code §§ 1182.12, 1194(a), 1194.2(a), 1197, 1198, and Wage Order 5, § 4. As alleged above, Defendants maintained, and continue to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Ms. Girgis and other aggrieved employees at least the minimum wage for all hours worked. As a result of these policies/practices, Ms. Girgis and other aggrieved employees have been, and continue to be, deprived of all required minimum wages.

#### Overtime Violations

Defendants were, and are, required to pay Ms. Girgis and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. See Labor Code §§ 204, 510, 1194 and 1198; Wage Order 5. Wage Order 5, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours” per workday and/or in excess of 40 hours of work in the workweek, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and “[d]ouble the employee’s regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.” As described herein, Defendants caused Ms. Girgis and other aggrieved employees to work overtime and/or double-time hours but did not compensate Ms. Girgis and other aggrieved employees at one and one-half times (or two times) their “regular rate” of pay for such hours.

#### Meal Period Violations

As alleged above, Defendants failed in their affirmative obligation to provide Ms. Girgis and other aggrieved employees with all required and compliant meal periods, due to Defendants’ meal period policies/practices that failed to provide legally compliant meal periods, to Ms. Girgis and other aggrieved employees. See Labor Code §§ 204, 210, 226.7, 512, 558; Wage Order 5 § 11. As a result, Ms. Girgis and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. See Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with...[an] order of the Industrial Welfare Commission...the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”). As alleged above, Defendants have also failed to pay Ms. Girgis and aggrieved employees the premium wages to which they are legally entitled.

#### Rest Period Violations

Due to its unlawful rest period policies and/or practices, Defendants have failed to authorize and permit Ms. Girgis and other aggrieved employees to take all required rest periods to which they are legally entitled. Wage Order 5, § 12 and California Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289. Despite Defendants’ violations, Defendants have not paid an additional hour of premium pay to Ms. Girgis and other aggrieved employees at their respective regular rates of compensation for each violation in accordance with Labor Code § 226.7. See Labor Code § 226.7.

#### Failure to Reimburse Necessary Business Expenses

As alleged herein, Defendants have failed to reimburse Ms. Girgis and other aggrieved employees for expenses incurred in connection with their employment. At all

relevant times, Defendants have also been subject to Labor Code § 2804, which states that “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.” Due to Defendants’ unlawful reimbursement practices, Defendants failed to indemnify Ms. Girgis and other aggrieved employees for all necessary business expenses incurred, including, among other things, the cellular phone expenses.

As a proximate result of Defendants’ policies and/or practices in violation of Labor Code sections 2802 and 2804, and Wage Order 5, § 9, Ms. Girgis and other aggrieved employees are entitled to damages, attorneys’ fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802(c). Further, any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Ms. Girgis and other aggrieved employees are entitled to interest, which shall accrue from the date on which they incurred the necessary expenditure, pursuant to Labor Code § 2802(b).

#### Wage Statement Violations

Defendants were required to furnish Ms. Girgis and other aggrieved employees with accurate and compliant, itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned. See Labor Code §§ 226(a) and 1174(d); Wage Order 5, § 7. As alleged above, Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Ms. Girgis and other aggrieved employees with accurate and compliant, itemized wage statements that included, among other requirements, all hours worked, total gross wages earned, all rates of pay and corresponding number of hours worked, and total net wages earned in violation of Labor Code § 226 *et seq.* Defendants’ failure to comply with its wage statement obligations was knowing and intentional, and Ms. Girgis and other aggrieved employees have suffered injury as a result.

Ms. Girgis is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present. As an “aggrieved employee,” Ms. Girgis will initiate a civil action on behalf of herself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. As alleged herein, and based on Ms. Girgis’ own investigation and on information and belief, Defendants have committed the following Labor Code violations:

- a. Defendants have violated Labor Code §§ 1182.12, 1194(a), 1194.2, 1197, and 1198 by failing to pay Ms. Girgis and other aggrieved employees at least the statutory minimum wage for all hours worked;
- b. Defendants have violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Ms. Girgis and other aggrieved employees all overtime and/or double-time compensation earned;

- c. Defendants have violated Labor Code §§ 204, 210, 226.7, 512, and 558 by failing to provide all legally required meal periods and by failing to pay meal period premiums to Ms. Girgis and other aggrieved employees;
- d. Defendants have violated Labor Code §§ 226.7, 516, and 558, by failing to authorize and permit all legally required rest periods and by failing to pay rest period premiums to Ms. Girgis and other aggrieved employees;
- e. Defendants have violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Girgis and other aggrieved employees for all necessary expenditures incurred;
- f. Defendants violated Labor Code § 226 by failing to furnish Ms. Girgis and other aggrieved employees with accurate and compliant, itemized wage statements;
- g. Defendants violated Labor Code § 204 by failing to pay Ms. Girgis and other aggrieved employees all wages earned at least twice during each calendar month; and
- h. Defendants violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Girgis and other aggrieved employees.

Pursuant to Labor Code Section 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,  
HAINES LAW GROUP, APC

  
Paul K. Haines

cc: 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, c/o California Registered Corporate Agent (individual) Thomas Olds, Jr., (Agent for Service of Process) (via certified mail)

**HAINES LAW GROUP**  
**EMPLOYMENT ATTORNEYS**

September 27, 2023

**VIA LWDA WEBSITE**

Labor and Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

Re: *Nevine Girgis v. GHC of TEM-SNF, LLC., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Nevine Girgis in claims arising from her employment with 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 d.b.a.

Horizon Health & Subacute Center; 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; Theragen, LLC, California Limited Liability Companies, and DOES 1 to 100, inclusive, (collectively “Defendants”). Ms. Girgis is an “aggrieved employee” as defined by Labor Code § 2698, *et seq.* due to Defendants’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

This letter is an amendment to Ms. Girgis’ original correspondence of October 12, 2022, which is attached hereto as Exhibit A for your reference.

In addition to the allegations included in Ms. Girgis’ October 12, 2022 letter, Ms. Girgis further alleges that Defendants are liable for violations of Labor Code § 245.5(e) and § 246(l), which requires “paid sick days” to be “calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek” or “by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.” However, Defendants failed to properly provide and/or properly compensate all wages owed to Ms. Girgis and other aggrieved employees because it had a uniform policy or practice of paying paid sick time at the employee’s base rate of pay without including earned incentive pay, including non-discretionary bonuses, premium pay, and/or other forms of pay that cannot be excluded from the regular rate of pay for the purposes of paid sick pay under Labor Code §§ 245.5(e) and 246(l). Ms. Girgis further alleges that Defendants in some instances failed to include the amount of available sick leave on the wage statement of Ms. Girgis and other aggrieved employees in violation Labor Code § 246(i).

Similarly, Ms. Girgis alleges that Defendants are liable for violations of Labor Code § 248.6(b)(3)(A), which requires “COVID-19 supplemental paid sick leave” to be “calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek” or “by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.” However, Defendants failed to properly provide and/or properly compensate all wages owed to Ms. Girgis and other aggrieved employees because it had a uniform policy or practice of paying COVID-19 supplemental paid sick leave at the employee’s base rate of pay without including earned incentive pay, including non-discretionary bonuses, premium pay, and/or other forms of pay that cannot be excluded from the regular rate of pay for the purposes of paid sick pay under Labor Code § 248.6(b)(3)(A). Ms. Girgis further alleges that Defendants in some instances failed to include the amount of COVID-19 supplemental paid sick leave used through the pay period on the wage statement of Ms. Girgis and other aggrieved employees in violation Labor Code § 248.6(d)(2).

Ms. Girgis further adds to her previous allegations regarding Defendants' minimum wage violations that Defendants in some instances deducted aggrieved employees' pay without authorization in violation of Labor Code § 221.

Finally, Ms. Girgis adds to her previous allegations regarding Defendants' failure to reimburse necessary business expenses that Defendants in some instances failed to reimburse aggrieved employees for use of their personal vehicles for business purposes.

Ms. Girgis is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present. As an "aggrieved employee," Ms. Girgis will initiate a civil action on behalf of herself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Girgis' own investigation, and on information and belief, Defendants have committed the following additional Labor Code violations:

- a. Defendants have violated Labor Code §§ 245 *et seq.*, 246, 246.8, 1194, 1194.2 and 1197 by failing to pay Ms. Girgis and other aggrieved employees sick pay and COVID-19 supplemental paid sick leave at the employee's regular rate of pay.
- b. Defendants have violated Labor Code §§ 221, 1182.12, 1194(a), 1194.2, 1197, and 1198 by improperly deducting aggrieved employees' pay without authorization.
- c. Defendants have violated Labor Code § 2802 by failing to reimburse aggrieved employees for the use of the personal vehicles for business purposes.

Very truly yours,  
HAINES LAW GROUP, APC



Paul K. Haines

cc: Life Generations Healthcare LLC (via certified mail); Maria K. Stearns and Peter Hering of Rutan & Tucker LLP (counsel for Defendants via email at [mstearns@rutan.com](mailto:mstearns@rutan.com) and [phering@rutan.com](mailto:phering@rutan.com))