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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

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

Plaintiff,

vs.

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

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

**FIRST AMENDED CLASS ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 216, 1182.12,
1194, 1194.2, and 1197);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 1194, and 1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, and
558);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, and
558);**
- (5) **FAILURE TO REIMBURSE
EMPLOYEES FOR NECESSARY
BUSINESS EXPENDITURES
(LABOR CODE §§ 2802 and 1198);**
- (6) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*);**
- (8) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203); and**

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

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 PARK NURSING CENTER; GHC OF
2 WALNUT CREEK, LLC d.b.a. WALNUT
3 CREEK SKILLED NURSING AND
4 REHABILITATION CENTER; GHC OF
5 SACRAMENTO, LLC; GHC OF NORTH-
6 MASTER, LLC; GHC of MASTER ANB-
7 FRESNO, LLC; GHC OF EL C-RCFE, LLC;
8 GHC of Fresno, LLC; GHC OF BLUE
9 OAKS, LLC; GHC OF ANBERRY, LLC;
10 GHC OF SAN JOSE NOTE, LLC; GHC OF
11 STRIVE, LLC; GHC OF TEMECULA, LLC;
12 GHC OF UPLAND DEMENTIA, LLC;
13 California Limited Liability Companies and
14 DOES 1 through 100,

Defendants.

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

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

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200 *et. seq.*, Labor Code §§ 201-204, 216, 221, 226, 226.7, 245, 245.5, 246, 248.6, 510,
10 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698, *et seq.*, 2802, 2804, and Industrial
11 Welfare Commission Wage Order 5 (“Wage Order 5”), in addition to seeking declaratory relief
12 and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382.
13 This Court has jurisdiction over Defendants’ violations of the California Labor Code because the
14 amount in controversy exceeds this Court's jurisdictional minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to California Code of Civil
17 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
18 occurred in the County of Orange. Defendants own, maintain offices, transact business, have an
19 agent or agents within the County of Orange, and/or otherwise are found within the County of
20 Orange, and Defendants are within the jurisdiction of this Court for purposes of service of process.

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was and currently is, a California resident. Within the statute of limitations periods
24 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
25 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
26 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
27 by Labor Code §§ 201-204, 216, 221, 226, 226.7, 245, 245.5, 246, 248.6, 510, 512, 516, 558,
28 1182.12, 1194, 1194.2, 1197, 1198, 2698, *et seq.*, 2802, 2804, California Business and

1 Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage Order 5, which sets
2 employment standards for the Public Housekeeping Industry.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the time
4 period relevant to this action, and continuing to the present, Defendants did (and do) business by
5 owning, managing, controlling, directing, and operating approximately 28 nursing facilities that
6 provide skilled nursing and long-term care, and employed Plaintiff and other similarly-situated
7 non-exempt employees within Orange County and the state of California and, therefore, were
8 (and are) doing business in Orange County and the State of California.

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

17 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
18 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

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

26 8. Plaintiff is informed, and believes, and thereon alleges, that Life Generations
27 Healthcare LLC is a group of skilled nursing homes and is the parent company and/or controlling
28 entity of approximately twenty-eight (28) skilled nursing facilities in California, including, but

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

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

9 9. At all times mentioned herein, Defendants, and each of them, were members of
10 and engaged in a joint venture, partnership, and common enterprise and acting within the course
11 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,
12 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
13 members of the Classes.

14 **GENERAL FACTUAL ALLEGATIONS**

15 10. During her employment with Defendants, Plaintiff was employed in a non-exempt
16 role working in patient care as a Licensed Vocational Charge Nurse (or similarly titled position).
17 Plaintiff was initially hired by Defendants in approximately December 2021 and worked for
18 Defendants up until approximately October, 2023.

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

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

12 13. Throughout the duration of Plaintiff's employment with Defendants, Defendants
13 failed to provide Plaintiff and other non-exempt employees with all legally compliant meal
14 periods due to Defendants' meal period policies/practices, which fail to provide a timely first
15 meal period (i.e., a first meal period commencing before the end of the fifth hour of work) as well
16 as a second meal period for shifts over 10.0 hours, when Plaintiff worked shifts over 10.0 hours.
17 Specifically, although Plaintiff typically worked 12-hour shifts, she was regularly not provided
18 with any meal periods. On the rare occasions when Plaintiff was provided a first meal period,
19 Defendants did not provide the first meal period until after the completion of the fifth work hour.
20 Further, when Plaintiff worked shifts over 10.0 hours, Defendants did not provide a second 30-
21 minute meal period due to Defendants' meal period practices. Plaintiff's missed, late, and short
22 meal periods were a direct result of Defendants' policy/practice of intentionally understaffing
23 their nursing homes while simultaneously requiring Plaintiff, and other non-exempt employees,
24 to remain at their post and monitor patients unless relieved. Upon information and belief, when
25 Defendants did not provide Plaintiff with all legally required meal periods to which she was
26 entitled, Defendants failed to compensate Plaintiff with the required meal period premium for
27 each workday in which she experienced a meal period violation as mandated by Labor Code §
28 226.7.

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

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

20 16. Plaintiff further alleges that Defendants are liable for violations of Labor Code §
21 245.5(e) and § 246(l), which require "paid sick days" to be "calculated in the same manner as the
22 regular rate of pay for the workweek in which the employee uses paid sick time, whether or not
23 the employee actually works overtime in that workweek" or "by dividing the employee's total
24 wages, not including overtime premium pay, by the employee's total hours worked in the full pay
25 periods of the prior 90 days of employment." However, Defendants failed to properly provide
26 and/or properly compensate all wages owed to Plaintiff and other non-exempt employees because
27 it had a uniform policy or practice of paying paid sick time at the employee's base rate of pay
28 without including earned incentive pay, including non-discretionary bonuses, premium pay,

1 and/or other forms of pay that cannot be excluded from the regular rate of pay for the purposes of
2 paid sick pay under Labor Code §§ 245.5(e) and 246(l). Plaintiff further alleges that Defendants
3 in some instances failed to include the amount of available sick leave on the wage statement of
4 Plaintiff and other non-exempt employees in violation Labor Code § 246(i).

5 17. Similarly, Plaintiff alleges that Defendants are liable for violations of Labor Code
6 § 248.6(b)(3)(A), which requires “COVID-19 supplemental paid sick leave” to be “calculated in
7 the same manner as the regular rate of pay for the workweek in which the employee uses paid
8 sick time, whether or not the employee actually works overtime in that workweek” or “by dividing
9 the employee’s total wages, not including overtime premium pay, by the employee’s total hours
10 worked in the full pay periods of the prior 90 days of employment.” However, Defendants failed
11 to properly provide and/or properly compensate all wages owed to Plaintiff and other non-exempt
12 employees because it had a uniform policy or practice of paying COVID-19 supplemental paid
13 sick leave at the employee’s base rate of pay without including earned incentive pay, including
14 non-discretionary bonuses, premium pay, and/or other forms of pay that cannot be excluded from
15 the regular rate of pay for the purposes of paid sick pay under Labor Code § 248.6(b)(3)(A).
16 Plaintiff further alleges that Defendants in some instances failed to include the amount of COVID-
17 19 supplemental paid sick leave used through the pay period on the wage statement of Plaintiff
18 and other non-exempt employees in violation Labor Code § 248.6(d)(2).

19 18. As a result of Defendants’ failure to pay all meal and rest period premium wages,
20 Defendants maintained inaccurate payroll records, issued inaccurate wage statements to Plaintiff,
21 and failed to pay Plaintiff and other non-exempt employees for all wages owed at the time of their
22 separation from employment.

23 **CLASS ACTION ALLEGATIONS**

24 19. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
25 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 26 a. The Minimum Wage Class consists of all Defendants’ current and former non-
27 exempt employees in California who were subject to Defendants’ timekeeping
28 policies and/or practices during the four years immediately preceding the filing of

the Complaint through the present.

b. The Overtime Class consists of all Defendants' current and former non-exempt employees in California who worked more than 8.0 hours per day and/or 40.0 hours per week and were subject to Defendants' timekeeping policies and/or practices during the four years immediately preceding the filing of the Complaint through the present.

c. The Meal Period Class consists of all Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 hours without a meal period of at least 30 minutes in duration commencing prior to the conclusion of the fifth hour of work as reflected in their timekeeping records, and who do not have a corresponding meal period premium payment made for such shifts; and/or (ii) worked at least one shift in excess of 10.0 hours without a second meal period of at least 30 minutes in duration commencing prior to the conclusion of the tenth hour of work as reflected in their timekeeping records, and who do not have a corresponding meal period premium payment made for such shifts during the four years immediately preceding the filing of the Complaint through the present.

d. The Rest Period Class consists of all Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours or more during the four years immediately preceding the filing of the Complaint through the present.

e. The Employee Expense Class consists of all Defendants' current and former non-exempt employees in California who were not adequately reimbursed for their use of personal cellular phones and/or vehicles in connection with their employment with Defendants during the four years immediately preceding the filing of the Complaint through the present.

f. The Wage Statement Class consists of all members of the Meal Period Class and/or Rest Period Class who received a wage statement during the one year immediately

preceding the filing of the Complaint through the present.

g. The Sick Leave Class consists of all Defendants' current and former non-exempt employees in California who were not paid California paid sick leave or California COVID-19 supplemental paid sick leave at the correct regular rate.

h. The Waiting Time Class consists of all of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, Meal Period Class, Rest Period Class, and/or Expense Reimbursement Class, and/or Sick Leave Class, who separated from employment with Defendants during the three years immediately preceding the filing of this action through the present.

20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes and Subclasses are unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than two hundred (200) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

21. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

i. Whether Defendants paid all minimum wages owed to members of the Minimum Wage Class for all hours worked pursuant to Labor Code §§ 216, 221, 1182.12, 1194, 1194.2, and 1197;

ii. Whether Defendants failed to properly include all forms of Incentive Pay when computing the respective regular rates for members of the Overtime Class;

iii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 by requiring members of the Overtime Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;

iv. Whether Defendants' timekeeping policies/practices resulted in the failure to

properly compensate members of the Overtime Class and Minimum Wage Classes;

- v. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- vi. Whether Defendants correctly paid meal period premium payments for non-compliant meal periods pursuant to Labor Code § 226.7;
- vii. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7, 516, and 558;
- viii. Whether Defendants correctly paid rest period premium payments for non-compliant rest periods pursuant to Labor Code § 226.7;
- ix. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- x. Whether Defendants correctly paid California paid sick leave or California COVID-19 supplemental paid sick leave at the correct regular rate to the Sick Leave Class;
- xi. Whether Defendants timely paid all final wages owed to members of the Waiting Time Class.

22. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping policies/practices and meal period policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

23. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Defendants employed Plaintiff as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not provided all required meal periods, was not

1 authorized and permitted to take all rest periods, did not receive period premium wages in lieu of
2 missed or non-compliant meal and/or rest periods, was not reimbursed for all business expenses,
3 and was not paid all wages owed at the time of separation from employment.

4 24. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
5 to represent fairly and adequately the interests of the members of the Classes. Moreover,
6 Plaintiff's attorneys are ready, willing, and able to represent the members of the Classes and
7 Plaintiff fully and adequately. Plaintiff's attorneys have prosecuted and defended numerous
8 wage-and-hour class actions in state and federal courts in the past and are committed to vigorously
9 prosecuting this action on behalf of the members of the Classes.

10 25. **Superiority:** The California Labor Code is broadly remedial in nature and serves
11 an important public interest in establishing minimum working conditions and standards in
12 California. These laws and labor standards protect the average working employee from
13 exploitation by employers who have the responsibility to follow the laws and who may seek to
14 take advantage of superior economic and bargaining power in setting onerous terms and
15 conditions of employment. The nature of this action and the format of laws available to Plaintiff
16 and members of the Classes make the class action format a particularly efficient and appropriate
17 procedure to redress the violations alleged herein. If each employee were required to file an
18 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
19 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
20 their vastly superior financial and legal resources. Moreover, requiring each member of the
21 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
22 employees who would be disinclined to file an action against their former and/or current employer
23 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
24 employment. Further, the prosecution of separate actions by the individual class members, even
25 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
26 with respect to the individual class members against Defendants herein; and which would
27 establish potentially incompatible standards of conduct for Defendants; and/or legal
28 determinations with respect to individual class members which would, as a practical matter, be

dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 19 are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

26. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27. Wage Order 5, § 4, and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

28. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 5. Further, Defendants in some instances deducted the pay of Plaintiff and members of the Minimum Wage Class without authorization.

29. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

30. As a proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff

1 and the Minimum Wage Class have sustained economic damages including, but not limited to,
2 unpaid wages and lost interest, in an amount to be established at trial and are entitled to recover
3 economic and statutory damages and penalties and other appropriate relief as a result of
4 Defendants' violations of the California Labor Code and Wage Order 5.

5 31. The foregoing practices and policies are unlawful and create an entitlement to
6 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
7 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
8 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 216,
9 558, 1194, 1197, and 1198, Wage Order 5, and Code of Civil Procedure § 1021.5.

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PAY ALL OVERTIME WAGES**

12 **(AGAINST ALL DEFENDANTS)**

13 32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 33. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and
15 1198, which provide that non-exempt employees are entitled to all overtime wages and
16 compensation for all overtime hours worked and provide a private right of action for the failure
17 to pay all overtime compensation for overtime work performed.

18 34. At all times relevant herein, Defendants were required to properly compensate
19 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
20 hours worked pursuant to California Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3
21 requires an employer to pay an employee "one and one-half (1½) times the employee's regular
22 rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours of work in
23 the workweek. Defendants caused Plaintiff to work overtime hours but did not compensate
24 Plaintiff or members of the Overtime Class with one and one-half times their regular rate of pay
25 for such hours.

26 35. The foregoing policies and practices are unlawful and create an entitlement to
27 recovery by Plaintiff and members of the Overtime Class in a civil action for the unpaid amount
28 of overtime premiums owing, including interest thereon, statutory penalties, attorneys' fees, and

costs of suit according to California Labor Code §§ 204, 210, 216, 510, 1194, and 1198; and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 5, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

38. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7, 512, and 558, and Wage Order 5, including interest thereon, statutory penalties, civil penalties, and costs of suit.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

40. Wage Order 5, § 12, and California Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a duty-free rest period of at least ten (10) minutes for each four (4) hour period worked or major fraction thereof.

41. Due to their unlawful rest period policies and/or practices, Defendants did not authorize and permit members of the Rest Period Class to all duty-free rest periods to which they were legally entitled. Despite Defendants' violations, Defendants have not paid an additional hour of pay to Plaintiff and the Rest Period Class at their respective regular rates of pay for each violation in accordance with California Labor Code § 226.7.

1 42. The foregoing violations create an entitlement to recovery by Plaintiff and
2 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
3 owing, including interest thereon, statutory penalties, and costs of suit pursuant to Wage Order 5,
4 California Labor Code §§ 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO REIMBURSE EMPLOYEES FOR**
7 **NECESSARY BUSINESS EXPENDITURES**
8 **(AGAINST ALL DEFENDANTS)**

9 43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 44. Based on information and belief, Defendants required Plaintiff and members of
11 the Employee Expense Class to use their personal cellular phones and vehicles but failed to
12 provide adequate reimbursement.

13 45. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
14 states that “[a]n employer shall indemnify his or her employee for all necessary expenditures or
15 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
16 his or her obedience to the directions of the employer.”

17 46. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
18 states that “[a]ny contract or agreement, express or implied, made by any employee to waive the
19 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
20 employee or his personal representative of any right or remedy to which he is entitled under the
21 laws of this State.”

22 47. As a proximate result of Defendants’ policies and/or practices in violation of Labor
23 Code §§ 2802 and 2804 and Wage Order 5, § 9, Plaintiff and members of the Employee Expense
24 Class were damaged in sums, which will be shown according to proof.

25 48. Plaintiff and members of the Employee Expense Class are entitled to attorneys’
26 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

27 49. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
28 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,

1 Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue
2 from the date on which they incurred the necessary expenditure.

3 **SIXTH CAUSE OF ACTION**

4 **WAGE STATEMENT VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

6 50. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
9 and members of the Wage Statement Class with complete and accurate wage statements reflecting
10 meal period premiums and rest period premiums, in violation of Labor Code § 226 *et seq.*

11 52. Defendants' failures in furnishing Plaintiff and members of the Wage Statement
12 Class with complete and accurate itemized wage statements resulted in actual injury, as said
13 failures led to, among other things, the non-payment of all meal and rest period premium wages
14 and deprived them of the information necessary to identify the discrepancies in Defendants'
15 reported data.

16 53. Defendants' failures create an entitlement to recovery by Plaintiff and members of
17 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
18 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
19 costs of suit according to California Labor Code § 226 *et seq.*

20 **SEVENTH CAUSE OF ACTION**

21 **UNFAIR COMPETITION**

22 **(AGAINST ALL DEFENDANTS)**

23 54. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 55. Defendants have engaged and continue to engage in unfair and/or unlawful
25 business practices in California in violation of California Business and Professions Code § 17200
26 *et seq.*, by failing to pay all minimum and overtime wages owed, failing to provide all required
27 meal periods and authorize and permit all rest periods or pay premium payments in lieu thereof,
28 knowingly failing to furnish Plaintiff and members of the Wage Statement Class with accurate

1 and complete wage statements in violation of Labor Code § 226, and failing to timely pay all final
2 wages owed to Plaintiff and members of the Waiting Time Class at the time of their separation
3 from employment with Defendants.

4 56. Defendants' utilization of these unfair and/or unlawful business practices deprived
5 Plaintiff and continues to deprive members of the Classes of compensation to which they are
6 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
7 over Defendants' competitors who have been and/or are currently employing workers and
8 attempting to do so in honest compliance with applicable wage and hour laws.

9 57. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
10 herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of
11 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
12 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

13 58. The acts complained of herein occurred within the last four years immediately
14 preceding the filing of the Complaint in this action.

15 59. Plaintiff was compelled to retain the services of counsel to file this court action to
16 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf
17 of Defendants' current non-exempt employees, and to enforce important rights affecting the
18 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
19 which she is entitled to recover under Code of Civil Procedure § 1021.5.

20 **EIGHTH CAUSE OF ACTION**

21 **WAITING TIME PENALTIES**

22 **(AGAINST ALL DEFENDANTS)**

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

25 61. This cause of action is brought pursuant to Labor Code sections 201-203, which
26 require an employer to pay all wages immediately at the time of termination of employment in
27 the event the employer discharges the employee or the employee provides at least 72 hours of
28 notice of his or her intent to quit. In the event the employee provides less than 72 hours of notice

1 of his or her intent to quit, said employee's wages become due and payable not later than 72 hours
2 upon said employee's last date of employment.

3 62. Defendants failed to timely pay Plaintiff all of his final wages at the time of his
4 separation from employment, which include (among other things) underpaid overtime and
5 minimum wages, and meal and rest period premium wages. Further, Plaintiff is informed and
6 believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants
7 continue to fail to pay members of the Waiting Time Class all earned wages at the end of their
8 employment in a timely manner pursuant to the requirements of Labor Code sections 201-203.
9 Defendants' failure to pay all final wages was willful within the meaning of Labor Code section
10 203.

11 63. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
12 Time Class their earned wages upon separation from employment results in a continued payment
13 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and
14 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code section
15 203, plus reasonable attorneys' fees and costs of suit.

16 **NINTH CAUSE OF ACTION**

17 **PRIVATE ATTORNEYS GENERAL ACT**

18 **(AGAINST ALL DEFENDANTS)**

19 64. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 65. Defendants have committed several Labor Code violations against Plaintiff,
21 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"
22 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved
23 employees, brings this representative action against Defendants to recover the civil penalties due
24 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
25 according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited
26 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
27 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
28 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each

1 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
2 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
3 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
4 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
5 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
6 subsequent violation per employee per pay period for those violations of the Labor Code for
7 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 8 a. Failing to pay Plaintiff, the Minimum Wage Class, and other aggrieved
9 employees the statutory minimum wage for all hours worked in violation of
10 Labor Code §§ 221, 1182.12, 1194, 1194.2, and 1197;
- 11 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all
12 overtime compensation earned in violation of Labor Code §§ 204, 510, 558,
13 1194, and 1198;
- 14 c. Failing to provide Plaintiff, the Meal Period Class, and other aggrieved
15 employees with all required meal periods and failing to pay meal period
16 premiums to Plaintiff and other aggrieved employees at the employees'
17 respective regular rates of compensation for meal period violations in violation
18 of Labor Code §§ 226.7 and 512;
- 19 d. Failing to authorize and permit Plaintiff, Rest Period Class, and other
20 aggrieved employees to take all lawful rest periods and failing to pay rest
21 period premiums to Plaintiff and other aggrieved employees at the employees'
22 respective regular rates of compensation for rest period violations in violation
23 of Labor Code §§ 226.7 and 516;
- 24 e. Failing to furnish Plaintiff, the Wage Statement Class and other aggrieved
25 employees with accurate and complete itemized wage statements in violation
26 of Labor Code § 226, *et seq.*, 245, 245.5, and 246, and 246.8;
- 27 f. Failing to pay Plaintiff, the Sick Leave Class and other aggrieved employees
28

1 their California paid sick leave and their California COVID-19 supplemental
2 paid sick leave at the correct rate in violation of Labor Code § 245, 245.5, 246,
3 and 246.8;

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

6 h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
7 employees in violation of Labor Code §§ 558, 1174 and 1198;

8 i. Failing to reimburse Plaintiff and other former aggrieved employees for the
9 use of personal cell phones and/or personal vehicles for business purposes.

10 j. Failing to pay Plaintiff and other former aggrieved employees all final wages
11 at the time of their separation from employment in violation of Labor Code §§
12 201-203, 245, 245.5, 246, and 246.8.

13 66. On or around October 12, 2022, September 18, 2023, and October 19, 2023,
14 Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce
15 Development Agency (“LWDA”) via its website, of Defendants’ violations of the California
16 Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code
17 § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph
18 65 (a)-(h). Now that sixty-five days have passed from Plaintiff notifying Defendants and the
19 LWDA of these violations, and the LWDA has not provided notice that it intends to investigate
20 the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under
21 the Private Attorneys General Act with respect to these violations.

22 67. Based on the foregoing, Plaintiff seeks to represent herself and all Aggrieved
23 Employees, as defined by Labor Code § 2699(c), which includes all of Defendants’ non-exempt
24 employees who were employed by Defendants between October 12, 2021 and the present.

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

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et. Seq.*;
10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the Class of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
11. Upon the Eighth Cause of Action for statutory waiting time penalties pursuant to Labor Code section 203;
12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§

558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 65(a)-(j);

13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §226, 1194, and Code of Civil Procedure § 1021.5; and

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

Dated: December 8, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

By: _____

Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: December 8, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

By: _____

Paul K. Haines
Attorneys for Plaintiff

PROOF OF SERVICE

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is [X] 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On December 14, 2023, I served the foregoing document(s) described as:

FIRST AMENDED CLASS ACTION COMPLAINT

on the interested party(ies) in this action as follows:

Maria K. Stearns, Esq.
Email: mstearns@rutan.com
Peter Hering, Esq.
Email: phering@rutan.com
RUTAN & TUCKER LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attorneys for Defendant LIFE GENERATIONS HEALTHCARE LLC

[X] (VIA ELECTRONIC MAIL) Pursuant to California Rule of Court 2.251(c), I caused the document described above to be sent to the persons at the electronic service addresses listed above via third party cloud service One Legal.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 14, 2023, at El Segundo, California.



Aaron Clark