

RECEIVED

VENTURA SUPERIOR COURT

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Attorneys for Plaintiff
GABRIELLE WHITE



**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

GABRIELLE WHITE, an individual and as a
representative of aggrieved employees pursuant
to the Private Attorneys General Act (PAGA),

Plaintiff,

vs.

AEGIS SENIOR LIVING COMMUNITIES,
LLC, a corporation; and DOES 1 through 10
inclusive,

Defendant.

Case No. 2024CUOE022694

PLAINTIFF'S COMPLAINT FOR:

- 1. PRIVATE ATTORNEY'S GENERAL ACT
(LABOR CODE SECTION 2698)**

Plaintiff Gabrielle White ("Plaintiff") alleges and complains against Defendants Aegis Senior Living Communities, LLC and Does 1 through 10 (collectively, "Defendant") as follows:

PARTIES | JURISDICTION | VENUE

1. Plaintiff, at all times relevant hereto, is and has been a resident of the State of California.
2. Defendant ("Defendant") Defendant Aegis Senior Communities, LLC, doing business as Aegis Living, operates senior living communities, including at 4964 Telegraph Road, Ventura, California 93003 (the "worksite").
3. Defendant conducts business in the State of California.
4. Under California Code of Civil Procedure section 395(a), venue is proper in this County because Defendant resides in this County and/or Plaintiff's alleged injuries herein occurred in this County.

PLAINTIFF'S COMPLAINT FOR DAMAGES

1 5. The true names and capacities of the defendants named herein as Does 1 through 10,
2 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore
3 sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474.
4 Plaintiff believes that all of the Doe defendants are California residents. Plaintiff will amend this
5 Complaint to show such true names and capacities when they have been determined. Defendant and Doe
6 Defendants are collectively referred to as "Defendant," "Defendants" or "Defendant Employers."

7 6. Plaintiff believes that, at all times relevant herein, each defendant designated, including
8 Does 1 through 10, was the agent, managing agent, principal, owner, partner, joint venturer, representative,
9 manager, servant, employee, and/or co-conspirator of each of the other defendants, and was at all times
10 mentioned herein acting within the course and scope of said agency and employment, and that all acts or
11 omissions alleged herein were duly committed with the ratification, knowledge, permission,
12 encouragement, authorization, and consent of each defendant designated herein.

13 7. Defendant, and each of them, acted in concert with one another to commit the wrongful
14 acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts
15 alleged herein, and/or attempted to do so, including pursuant to Government Code section 12940(i).
16 Defendant, and each of them, formed and executed a conspiracy or common plan pursuant to which they
17 would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and
18 pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

19 **ALTER EGO | AGENCY | JOINT EMPLOYER**

20 8. There exists such a unity of interest and ownership between Defendant Employers that the
21 individuality and separateness of Defendant Employers have ceased to exist. At all times relevant hereto,
22 Defendant Employers, and each of them, were the agents, employees, managing agents, supervisors,
23 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
24 other Defendant Employers, and each of them, and in doing the things alleged herein, were acting at least
25 in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego
26 status, successor status and/or joint venture and with the permission and consent of each of the other
27 Defendant Employers. Whenever and wherever reference is made in this complaint to any act or failure
28 to act by a defendant or co-defendant, such allegations and references shall also be deemed to mean

the acts and/or failures to act by each defendant acting individually, jointly and severally.

9. Plaintiff believes Defendant Employers were both Plaintiff's joint employer and are liable under the joint employer and single enterprise theories. *See Laird v. Capital Cities* (1998) 68 Cal.App.4th 727, 737-38 (four factors to prove single enterprise are "interrelation of operations, common management, centralized control of labor relations, and common ownership or financial control. ... Although courts consider the four factors together, they often deem centralized control of labor relations the most important."); *see also Vernon v. State of California* (2004) 116 Cal.App.4th 114, 128 (separate entities can also be deemed a "joint employer" by having the right to control the employment relationship, as evaluated by focusing on "an examination of defendant's role with respect to the right to hire, fire, transfer, promote, discipline, set the terms, conditions and privileges of employment, train and pay the plaintiff.")).

10. Defendant Employers were Plaintiff's employers, joint employers and/or special employers within the meaning of Government Code sections 12926 (d), 12940 (a),(h),(1), (h)(3)(A), (i), and, 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of this Court. Defendant Employers were Plaintiff's employers, joint employers and/or special employers within the meaning of the Labor Code and the applicable Industrial Welfare Commission Order, and are each an "employer or other person acting on behalf of an employer" as such term is used in Labor Code sections 558 and/or 558.1, and liable to Plaintiff on that basis. Defendant Employers are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendant Employers. Plaintiff performed services for each and every one of Defendant Employers, and to the mutual benefit of all Defendant Employers, and all Defendant Employers shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which Defendant Employers' business was and is conducted.

11. Labor Code section 558.1 provides that an employer or "other person acting on behalf of an employer" who violates certain California wage and hour laws "may be held liable as the employer for such violation." Labor Code section 558.1 defines "other person acting on behalf of an employer" as a "natural person who is an owner, director, officer, or managing agent" of the employer. Labor Code section 558.1(b). *See* Labor Code section 558(a) (authorizing civil penalties against "any employer or other person acting on behalf of an employer" who causes overtime pay violations to occur."); *see Atempa*

1 *v. Pedrazzani*, 27 Cal.App.5th 809, 823-824 (2018); Labor Code section 1197.1 (“Any employer or other
2 person acting either individually or as an officer, agent, or employee of another person” for failure to pay
3 minimum wages.”); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089 (2005) (“aggrieved employees may
4 ... maintain civil actions to recover such penalties”); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089, fn.
5 10 (2005) (alter ego doctrine may be used in wage claim actions to impose liability on controlling directors
6 and shareholders); *see* Government Code section 12925(d) (defining “Person” as one *or more* individuals,
7 partnerships, associations, corporations, limited liability companies, legal representatives, trustees,
8 trustees in bankruptcy, and receivers or other fiduciaries).

9 12. Despite the formation of purported corporate existence, Defendant Employers are, in
10 reality, one and the same, including, but not limited to because: (a) Defendant Employers are completely
11 dominated and controlled by one another, who personally committed the frauds and violated the laws as
12 set forth in this complaint, and who have hidden and currently hide behind Defendant Employers to
13 perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose; (b)
14 Defendant Employers derive actual and significant monetary benefits by and through one another’s
15 unlawful conduct, and by using one another as the funding source for their own personal expenditures;
16 (c) Defendant Employers, while really one and the same, were segregated to appear as though separate
17 and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other
18 wrongful or inequitable purpose; (d) Defendant Employers does not comply with all requisite corporate
19 formalities to maintain a legal and separate corporate existence; (e) the business affairs of Defendant
20 Employers are, and at all times relevant were, so mixed and intermingled that the same cannot
21 reasonably be segregated, and the same are in inextricable confusion. Defendant Employers are, and at
22 all times relevant hereto were, used by one another as a mere shell and conduit for the conduct of certain
23 of Defendant Employers’ affairs, and are, and were, the alter ego of one another. The recognition of
24 the separate existence of each of the Defendant Employers would not promote justice, in that it would
25 permit Defendant Employers to insulate themselves from liability to Plaintiff for violations of the law.
26 The corporate existence of Defendant Employers should each be disregarded in equity and for the ends of
27 justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein. Accordingly,
28 Defendant Employers constitute the alter ego of one another, and the fiction of their separate corporate

1 existence must be disregarded.

2 ADMINISTRATIVE EXHAUSTION

3 13. Plaintiff exhausted administrative requirements for Plaintiff's claims.

4 14. On January 31, 2024, Plaintiff's counsel gave written notice by online filing with the
5 California Labor & Workforce Development Agency ("LWDA") and by sending via certified mail to
6 Defendants a letter specifying the California Labor Code provisions Defendants violated, including the
7 facts and theories supporting the alleged violations. More than sixty-five (65) days have passed since
8 Plaintiff's counsel submitted the letter to the LWDA and certified-mailed the letter to Defendants, and the
9 LWDA has not provided notice of intent to investigate the alleged violations, nor have Defendants
10 provided notice of intent or any efforts to cure. Accordingly, the statutory period for any investigation or
11 response has concluded and Plaintiff may commence this lawsuit pursuant to Labor Code section 2699,
12 as provided by subsection 2699.3.

13 FACTUAL ALLEGATIONS

14 15. **Plaintiff's Hire & Job Details.** On or about December 7, 2022, Defendant hired Plaintiff
15 Gabrielle White as an employee in the job position of Life Enrichment Assistant paid \$16.50 per hour to
16 work at the worksite.

17 16. Plaintiff's work schedule was typically Tuesday through Saturday 8:00am to 5:00pm but
18 Plaintiff often worked afterhours.

19 17. Plaintiff reported to Life Enrichment Director *Christina Alvarado* and Vice President of
20 Operations *Lance Shenk*.

21 18. **Plaintiff Complains About Scheduling Preventing Breaks.** In January 2023, Plaintiff
22 complained to Christina Alvarado that the activity schedule was so packed that there was not enough time
23 to prepare adequately and take meal breaks.

24 19. **Defendant Retaliates Against Plaintiff For Seeking Modified Duty And Taking**
25 **Protected Leave.** On March 13, 2023, Plaintiff's doctor put Plaintiff on permanent modified duty as a
26 result of a back injury. Exhibit 1.

27 20. On or about April 1, 2023, Plaintiff took off four days of unpaid time off for family time,
28 which was pre-approved by Christina Alvarado.

21. On or about May 6, 2023, Plaintiff requested six days of personal leave for a family emergency. Business Office Manager **Hannah Robertson** pre-approved the leave.

22. On May 16, 2023, Christina Alvarado issued a written warning for absences. Exhibit 2. However, it was based on falsehoods about Plaintiff not being approved to take the time off.

23. Plaintiff Complains About Retaliation To Human Resources. On May 17, 2023, Plaintiff complained to Human Resources about Christina Alvarado retaliating against her for approved and protected absences. Human Resources assigned Lance Shenk to handle the complaint.

24. On May 18, 2023, Plaintiff met with Christina Alvarado, Lance Shenk, and Hannah Robertson. Plaintiff reiterated her complaint that she had received a written warning for approve and protected absences. Defendant agreed that Plaintiff should not have received the warning. But, the retaliation did not stop.

25. Plaintiff Is Injured At Work And Seeks An Accommodation. On June 16, 2023, Plaintiff fell at work and filed a claim for workers' compensation insurance benefits. Plaintiff as placed on even more restrictive modified duty. Exhibit 4. Defendant did not accommodate.

26. Plaintiff Makes A Negative Remark To A Resident And Immediately Apologizes. On November 28, 2023, an extremely difficult resident at the workplace who often mistreated and talked down to employees¹, including Plaintiff, refused to heed Plaintiff's instructions to avoid going outside through an unsafe walkway. Plaintiff sought help from additional staff but Plaintiff's co-workers could not assist because they were understaffed. In a moment of frustration, Plaintiff told the resident, "I hope you fall and break your hip." Immediately, Plaintiff realized her comment was not right and apologized. Hannah Robertson told Plaintiff to go home. Before leaving, Plaintiff again apologized to Lance Shenk, who said he would consider her apology.

27. Wrongful Termination (Discrimination & Retaliation). On November 29, 2023, Defendant fired Plaintiff. Lance Shenk informed Plaintiff on the phone that she was terminated. While Plaintiff acknowledged that the comment she made was wrong, she had apologized and had never received written discipline for her conduct. While Plaintiff's conduct was wrong, the circumstance does not justify termination.

¹ The resident had been banned for urinating in the common area around a minor.

1 28. A substantial motivating reason for Defendant's decision to terminate Plaintiff's
2 employment was Plaintiff's protected classes (disability) and/or protected conduct (complaining about
3 statutory breaks, seeking reasonable accommodations, taking protected leave, and complaining about
4 retaliation), as alleged herein. A contributing factor in Defendant's decision to terminate Plaintiff's
5 employment was Plaintiff's protected conduct, as alleged herein.

6 29. Other similarly situated employees who are not in the same protected classes as Plaintiff
7 and/or who did not engage in the same or similar protected conduct as Plaintiff did, in fact, engage in
8 actions similar to Plaintiff and were not terminated for such actions.

9 30. **Off-The-Clock Work.** Defendant failed to pay Plaintiff for all time worked. The off-the-
10 clock work included, among other things according to proof: working during breaks, such as carrying on
11 with work during a meal or rest break; reviewing or responding to emails or texts from a mobile device or
12 after hours; and/or illegally "rounding" employee time at the beginning and/or end of meal breaks.

13 31. **Overtime Work.** Defendant failed to pay Plaintiff for work in excess of eight (8) hours in
14 a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1.5) times the regular
15 rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
16 workweek, and for work in excess of twelve (12) hours in a day overtime compensation at a rate of two
17 (2) times the regular rate of pay.

18 32. **Regular Rate of Pay.** Defendant failed to calculate Plaintiff's "regular rate" for overtime
19 purposes in the proper manner by failing to include commission and other wages paid to Plaintiff outside
20 of the hourly rate, leading to an underpayment of wages owed.

21 33. **Meal Break Violations.** Defendant failed to provide Plaintiff with first or second timely,
22 uninterrupted 30-minute meal break as required by law, according to proof. For instance, among other
23 things according to proof: Plaintiff did not get meal breaks at all; Plaintiff was forced to work throughout
24 Plaintiff's meal breaks; Plaintiff was "on-call" during meal breaks; Defendant automatically deducted
25 unpaid meal break time from Plaintiff's time worked even though Plaintiff performed work during such
26 time; Defendant rounded Plaintiff's clock in and out times for the start and end of meal breaks; Plaintiff's
27 meal breaks were not timely; Plaintiff's meal breaks were interrupted; Plaintiff's meal breaks were less
28 than the full 30 minutes; and/or Defendant required Plaintiff to remain on premises at the worksite during

meal breaks.

34. **Rest Break Violations.** Defendant failed to authorize and permit Plaintiff to take a 10-minute rest break per each four (4) hour period worked or a major fraction thereof, according to proof. For instance, among other things according to proof: Plaintiff did not get rest breaks at all; Plaintiff was forced to work throughout Plaintiff's rest breaks; Plaintiff was "on-call" during rest breaks; Plaintiff's rest breaks were not timely; Plaintiff's rest breaks were interrupted; Plaintiff's rest breaks were less than the full 10 minutes; and/or Defendant required Plaintiff to remain on premises at the worksite during rest breaks.

35. **Wage Statements.** Defendant knowingly and intentionally failed to provide Plaintiff with uniform, complete, and accurate wage statements because the wage statements provided to Plaintiff failed to list the: accurate totals of the hours worked; number of hours worked at each hourly rate; net wages earned; and/or gross wages earned.

36. **Final Pay.** Defendant failed to pay Plaintiff all wages owed to Plaintiff immediately upon Plaintiff's termination of employment, including earned and unpaid wages, such as: minimum wages; overtime wages; meal and rest period premium wages; and/or all wages owed for the final day of work.

FIRST CAUSE OF ACTION

PAGA REPRESENTATIVE ACTION FOR PENALTIES PURSUANT TO LABOR CODE SECTION 2698

37. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

38. Under the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698-2699.5, private parties may recover civil penalties for violations of the Labor Code. These penalties are in addition to any other relief available under the Labor Code. As set forth above, Defendant has committed numerous violations of the Labor Code against Plaintiff, including but not limited to:

- **Labor Code §§ 201, 201.5, 202, 203.** Failure to pay all wages immediately upon termination or within 72 hours after notice of separation.
- **Labor Code § 204.** Failure to pay all earned wages within the time prescribed in Labor Code §§ 204(a) and 204(b).
- **Labor Code § 206.** Failure to pay all undisputedly owed wages.

- 1 • **Labor Code § 210.** Failure to pay wages as required by Labor Code §§ 201.3, 204, 204b, 204.1,
2 204.2, 205, 205.5, 227.3, and/or 1197.5.
- 3 • **Labor Code § 212.** Failure to include the name and address of established place of business in
4 the state on pay checks to cash or deposit pay checks.
- 5 • **Labor Code § 213.** Unauthorized payment of final wages via direct deposit.
- 6 • **Labor Code § 221.** Failure to not collect and receive owed wages.
- 7 • **Labor Code § 226.** Failure to provide timely and accurate wage statements.²
- 8 • **Labor Code § 226.3.** Failure to comply with Labor Code § 226(a).
- 9 • **Labor Code § 226.7.** Failure to provide rest periods and failure to provide an additional hour of
10 pay at the regular rate of compensation in lieu of the rest periods.
- 11 • **Labor Code §§ 226.7 and 512.** Failure to provide meal periods and failure to provide an
12 additional hour of pay at the regular rate of compensation in lieu of the meal periods.
- 13 • **Labor Code § 256.** Failure to pay all wages immediately upon termination or within 72 hours
14 after notice of separation.
- 15 • **Labor Code §§ 510 and 1194.** Failure to pay overtime and double time compensation.
- 16 • **Labor Code §§ 510, 1194, 1194.2, and 1197.** Failure to pay minimum wages, including overtime
17 and double time compensation at the minimum wage rate.
- 18 • **Labor Code § 558.** Violation of a section of the chapter of the Labor Code starting with Labor
19 Code § 500, *et seq.*, or any provision regulating hours and days of work in any order of the
20 Industrial Welfare Commission.
- 21 • **Labor Code § 558.1.** Violation any provision regulating minimum wages or hours and days of
22 work in any order of the Industrial Welfare Commission, and violating Labor Code §§ 203, 226,
23 226.7, 1193.1, and/or 1194.
- 24 • **Labor Code § 1174.** Failure to maintain compliant employee and payroll records.
- 25 • **Labor Code § 1197.1.** Failure to pay minimum wage.
- 26 • **Labor Code § 1199.** Violation of an order of the Industrial Welfare Commission.

28 ² *Bernstein v. Virgin America, Inc.*, 3 F.4th 1127 (9th Cir. 2021) (awarding nearly \$4.4 million in statutory Labor Code § 226 penalties and an additional \$5 million in PAGA civil penalties for Labor Code § 226 violations).

- 1 • **Labor Code § 1198.** Violation of the following sections of orders of the Industrial Welfare
2 Commission for conditions of labor prohibited by such:

- 3 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 3**, requiring an
4 employer to pay overtime and double time compensation.
- 5 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 4**, requiring an
6 employer to pay minimum wages, including overtime and double time compensation at the
7 minimum wage rate.
- 8 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 7**, requiring an
9 employer to maintain accurate information with respect to each employee; provide
10 employees with thorough and accurate itemized wage statements; and, provide clocks
11 within a reasonable distance from employees' work areas.
- 12 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 11**, requiring an
13 employer to provide its employees with adequate meal periods and an additional hour of
14 pay at the regular rate of compensation in lieu of the rest periods.
- 15 ○ **Wage Order 1-2001 (or other applicable Wage Order), Section 12**, requiring an
16 employer to provide its employees with adequate rest periods and an additional hour of pay
17 at the regular rate of compensation in lieu of the rest periods.

18 39. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code section
19 2699(c), and a proper representative to bring a civil action on behalf of Plaintiff and other current and
20 former employees of Defendant pursuant to the procedures specified in California Labor Code section
21 2699.3, because Plaintiff is employed by Defendant and the alleged violations of the California Labor
22 Code were committed against Plaintiff.

23 40. Pursuant to California Labor Code section 2699.3, Plaintiff gave written notice on January
24 31, 2024, by online filing to the California Labor and Workforce Development Agency (“LWDA”) and
25 by certified mail to Defendant of the specific provisions of the California Labor Code and IWC Wage
26 Orders alleged to have been violated, including the facts and theories to support the alleged violations.
27 More than 65 days have passed since Plaintiff provided written notice to the LWDA. The LWDA has not
28 provided notice that it intends to investigate PLAINTIFF’S claims.

41. Pursuant to California Labor Code section 2699.3, Plaintiff served Defendant with the aforementioned LWDA notice via certified mail on February 1, 2024. More than 33 days have passed since that date. Defendant has not provided Plaintiff with notice that it cured any of the violations alleged therein.

42. Per the tolling provision in Labor Code section 2699.3(g), the period of liability under Plaintiff's PAGA claim extends one year and sixty-five days before the filing of this complaint (the "PAGA Liability Period").

43. Accordingly, Plaintiff has complied with all of the requirements set forth in California Labor Code section 2699.3 to commence a representative action under PAGA.

44. Pursuant to PAGA, Plaintiff seeks civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, pursuant to the California Labor Code, including California Labor Code sections 2699(a) and 2699(f), which provides for \$100 for each initial violation and \$200 for each subsequent violation per employee pay period. In addition, pursuant to PAGA, Plaintiff seeks to recover civil penalties, including but not limited to penalties under Labor Code sections 210, 225.5, 226.3, 558, 1174.5, 1197.1, and 1199 from Defendant in a representative action for the violations set forth above. Plaintiff is entitled to an award of reasonable attorneys' fees and costs pursuant to Labor Code section 2699(g)(1).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendant as follows:

- a. For general economic damages according to proof;
- b. For general non-economic damages according to proof;
- c. For special damages according to proof;
- d. For penalties where provided by law;
- e. For punitive damages where allowed by law;
- f. For prejudgment interest pursuant to California Labor Code section 218.6, California Civil Code section 3287 and/or California Civil Code section 3288 and/or any other provision of law providing for prejudgment interest;
- g. For attorneys' fees where allowed by law;

1 h. For costs of suit incurred herein; and

2 i. For such other and further relief as deemed just and proper.

3
4 DATED: March 22, 2024

COLBY LAW FIRM, PC

5
6 

7 By: _____

8 AARON N. COLBY
9 ZOE YUZNA

10 Attorneys for Plaintiff
11 GABRIELLE WHITE
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EXHIBIT 1

This form contains your diagnosis.

KOLTA, SOHA W.B. (M.D.)
888 S HILL RD
VENTURA CA 93003-8400
805-477-6400

Patient Name: White, Gabrielle F
Encounter Date & Time: 3/13/2023 9:10 AM

Please see below for this health care provider's directives and information relating to this encounter.

Work Status Report

Date onset of condition:
Next Appointment Date:

DIAGNOSIS: LUMBOSACRAL SPONDYLOSIS W RADICULOPATHY

Modified Work (Applies to work and home)

This patient is placed on permanent modified work/activity restrictions as specified below.

If modified activity is not accommodated by the employer then this patient is considered temporarily and totally disabled from their regular work for the designated time and a separate off work order is not required.

This patient's activity is modified as follows:

- Stand: Frequently (up to 75% of shift).
- Walk: Frequently (up to 75% of shift).
- Bend at the waist: Intermittently (up to 50% of shift).
- Torso/spine twist: Intermittently (up to 50% of shift).
- Lift/carry/push/pull no more than 30 pounds.

This form has been electronically signed and authorized by KOLTA, SOHA W.B. (M.D.)

This form contains your private health information that you may choose to release to another party, therefore please review for accuracy.

EXHIBIT 2

Written Warning Form

Aegis Living

Community name: Ventura

Staff member name: Gabrielle White

Date of conversation: 5.16.23

Specific offense, rule violation, or performance problem:

Gabrielle has had extensive absences since she started with Aegis Living. For the year it has been 12 sick days (1=Jan, 1=Feb, 2=Mar, 4=April and 4=May (to date)) and 5 days she has left early (1=Jan, 1=Feb, 1=Mar, 2=May (to date)). In most of the incidents a 4-hour notice was not given to staff so we could try to call someone else in. Per the Aegis Living Handbook "Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment."

↓ 1st call early
may call

Previous conversation about rule violation or performance problem:

Gabrielle has been spoken to about being a more reliable team player since her absences create more work for her team.

Specific change in the staff member's performance or behavior that is expected:

Gabrielle is expected to be a more reliable team member, we understand that life happens, but our team and residents should be a priority and should have a work/life balance.

Staff member's comments:

Action plan (what are the next steps?):

Gabrielle will need to be reliable for at least 3 months without calling in, her absences since her hire date have been poor and unreliable.

Check points (when will you follow-up with the staff member?):

Gabrielle and I will check in to ensure she is adding work as a priority as well as her home life.

Staff Member: _____

Date: _____

Supervisor/Reporting personnel: [Signature]

Date: 5.16.23

Original to: ☐ Staff member personnel file
Copy to: ☐ Staff member

EXHIBIT 3

EXHIBIT 4

CLASSIFICATION:

- ☐ First Aid ONLY not OSHA reportable
☐ Injury Treatment - record on OSHA log
☐ Non work related



Ventura
Urgent Care Center

5725 Ralston, Ste. 101, Ventura, CA 93003
 (805) 658-2273 • fax (805) 639-9446

DATE 06/22/2023

TIME IN 8:12A

TIME OUT 09:30

STATUS REPORT

139819

WHITE, GABRIELLE F
 AEGIS ASSIST LIVING OF V
 (805) 650-1114
 CHRISTINA ALVARDO

DOI: 06/16/2023

RESPONSIBLE PARTY:

HARTFORD INSURANCE****

P.O. 14187

LEXINGTON

KY 40512

☒ Medical service☐ Modified Work Exists☐ Fax status to

()

Attn:

TREATMENT ADMINISTERED:

- ☒ Office Visit Injury Treatment
☐ Redress/Wound Check
☐ Medication

☒ Physical Therapy

2 Times per week for 4 weeks

☒ Next Appointment

Date 07/06/23 Time Televisit

☐ Referred to Dr.

on _____ for _____

CURRENT WORK STATUS

☐ Return to Regular Work

Date _____

☒ Return to modified work

on 06/24/23

thru 07/06/23

☒ Unable to return for work for

2 days

Dates _____

MODIFIED WORK AS INDICATED BELOW

☒ 1 No prolonged standing or walking *☒ 2 No climbing, bending or stooping☐ 3 Limited use of right/left hand☐ 4 Keep injury clean and dry☐ 5 No work near moving machinery☒ 6 Weight lifting restriction

25 pounds or less 2.5 lbs

☐ 25 pounds or less☐ 50 pounds or less☒ 7 Other No over head work

DOCTOR'S COMMENTS *Allow alternating sitting & standing positions as needed

DIAGNOSIS: Lumbar Strain

Date: 06/22/23 Doctor: Leo Lopez M.D.

RETAIN