



1 WELLNESS CENTRE, LLC; CLAIREMONT  
2 HEALTHCARE & WELLNESS CENTRE,  
3 LLC; SOLNUS ONE, LLC; SOLNUS TWO,  
4 LLC; SOLNUS THREE, LLC; SOLNUS  
5 FOUR, LLC; SOLNUS FIVE, LLC; SOLNUS  
6 SIX, LLC; SOLNUS SEVEN, LLC; SOLNUS  
7 EIGHT, LLC; LAWDALE HEALTHCARE &  
8 WELLNESS CENTRE, LLC; THE  
9 HEALTHCARE CENTER OF DOWNEY,  
10 LLC; SAN MARINO GARDENS WELLNESS  
11 CENTER, LP; NOTELLAGE  
12 CORPORATION; FOUR SEASONS  
13 HEALTHCARE & WELLNESS CENTER, LP;  
14 ALHAMBRA HEALTHCARE & WELLNESS  
15 CENTRE, LP; MESA VERDE  
16 CONVALESCENT HOSPITAL, INC.;  
17 FULLERTON HEALTHCARE & WELLNESS  
18 CENTRE, LP; HAWTHORNE HEALTHCARE  
19 & WELLNESS CENTRE, LLC; YORK  
20 HEALTHCARE & WELLNESS CENTRE, LP;  
21 NOVATO HEALTHCARE CENTER, LLC;  
22 OXNARD MANOR, LP; POMONA  
23 HEALTHCARE & WELLNESS CENTER,  
24 LLC; PINE GROVE HEALTHCARE &  
25 WELLNESS CENTRE, LP; SAN GABRIEL  
26 HEALTHCARE & WELLNESS CENTRE, LP;  
27 SAN RAFAEL HEALTHCARE & WELLNESS  
28 CENTRE, LP and DOES 1 through 100,  
inclusive,

Defendants.

Plaintiff RAYMOND FOREMAN, by and through his Attorney in Fact LaTonya Foreman, on behalf of himself and similarly situated California consumers, based on information and belief and the investigation of counsel, except for information based on personal knowledge, hereby alleges as follows:

**THE PARTIES**

1. Plaintiff Class.

The class sought to be represented is defined as follows:

a. Plaintiff Subclass One: "Private Pay Residents-First, Second, and Third Causes of Action".

The first subclass sought to be represented in this action as it relates to the First, Second, Third and Fourth Causes of Action only, is defined as follows: all persons who were resided in (or continue

1 to reside in) California skilled nursing facilities owned, operated, and/or managed by the defendants  
2 named herein at any time within the three years prior to the filing of this Complaint through the date  
3 of the final disposition of this action wherein the Defendants were reimbursed for services provided to  
4 “class member” by private pay and/or privately acquired insurance and/or any HMO or PPO. The  
5 subclass does not include: (a) any officers, directors or employees of the Defendants; (b) any judge  
6 assigned to hear this case (or spouse or family member of any assigned judge); (c) any juror selected  
7 to hear this case.

8 b. Plaintiff Subclass Two: “All Residents-First, Second, and Third Causes of Action”

9 The second subclass sought to be represented in this action as it relates to the First, Second,  
10 and Third Causes of Action only, is defined as follows: all persons who were resided in (or continue  
11 to reside in) California skilled nursing facilities owned, operated, and/or managed by the defendants  
12 named herein at any time within the three years prior to the filing of this Complaint through the date  
13 of the final disposition of this action. The class does not include: (a) any officers, directors or  
14 employees of the Defendants; (b) any judge assigned to hear this case (or spouse or family member  
15 of any assigned judge); (c) any juror selected to hear this case. This subclass shall seek attorneys’  
16 fees and costs only.

17 c. Plaintiff Subclass Three “Health & Safety Code Section 1430(b) Violations”

18 The third subclass sought to be represented in this action as it relates to the Fourth Cause of  
19 Action only, is defined as follows: all persons who were resided in (or continue to reside in) California  
20 skilled nursing facilities owned, operated, and/or managed by the defendants named herein at any time  
21 within the three years prior to the filing of this Complaint through the date of the final disposition of  
22 this action regardless of the manner in which Defendants were reimbursed for services. The class does  
23 not include: (a) any officers, directors or employees of the Defendants; (b) any judge assigned to hear  
24 this case (or spouse or family member of any assigned judge); (c) any juror selected to hear this case.

25 2. Individual Plaintiff/Class Representative. The individually-named plaintiff,  
26 Raymond Foreman, is a former resident of one of the skilled nursing facilities owned, operated,  
27 managed and/or controlled by the defendants in the State of California. He was a resident of one of the  
28 Defendants’ facilities which are uniformly owned, operated, managed and/or controlled by the

1 defendants SHLOMO RECHNITZ; BRIUS MANAGEMENT CO., INC.; BRIUS, LLC; SOL  
2 MANAGEMENT, LLC., and DOES 1 through 100, in the State of California who entered into a  
3 standard and uniformly utilized admission agreement with the Defendants and who reasonably and  
4 justifiably relied upon the terms and representations set forth in the standard and uniformly utilized  
5 admission agreement in entering into the admission agreement and in becoming a resident of  
6 Defendant CENTINELA SKILLED NURSING & WELLNESS CENTRE-WEST, LLC doing  
7 business as Centinela Skilled Nursing & Wellness Centre – West, one of the skilled nursing facilities  
8 uniformly owned, operated, managed and/or controlled by the Defendant SHLOMO RECHNITZ;  
9 BRIUS MANAGEMENT CO., INC.; BRIUS, LLC; SOL MANAGEMENT, LLC., and DOES 1  
10 through 100, in the State of California. Plaintiff is a “person,” a “senior citizen,” and a “consumer” as  
11 defined by *Civil Code* §1761 in that she is an individual over the age of 65 years who sought or  
12 acquired, by purchase or lease, services for personal purposes.

13           3.       During the admissions process and prior to becoming a resident of CENTINELA  
14 SKILLED NURSING & WELLNESS CENTRE-WEST, LLC doing business as Centinela Skilled  
15 Nursing & Wellness Centre – West, as uniformly controlled and operated by SHLOMO RECHNITZ;  
16 BRIUS MANAGEMENT CO., INC.; BRIUS, LLC; SOL MANAGEMENT, LLC., and DOES 1  
17 through 100, the admissions coordinator of CENTINELA SKILLED NURSING & WELLNESS  
18 CENTRE-WEST, LLC presented Plaintiff Raymond Foreman with a standard admission agreement  
19 containing the resident bill of rights as an attachment to the admission agreement as mandated by  
20 *Health & Safety Code* §1599.74. Plaintiff Raymond Foreman read and understood the standard  
21 admission agreement and relied upon the material terms contained therein. In reliance on the terms of  
22 the standard admission agreement, Plaintiff Raymond Foreman decided to become a resident of  
23 CENTINELA SKILLED NURSING & WELLNESS CENTRE-WEST, LLC doing business as  
24 Centinela Skilled Nursing & Wellness Centre – West, as uniformly owned, operated, managed and/or  
25 controlled by the defendants SHLOMO RECHNITZ; BRIUS MANAGEMENT CO., INC.; BRIUS,  
26 LLC; SOL MANAGEMENT, LLC., and DOES 1 through 100, signed the admission agreement and  
27 became a resident of CENTINELA SKILLED NURSING & WELLNESS CENTRE-WEST, LLC  
28 doing business as Centinela Skilled Nursing & Wellness Centre – West. During his residency at

1 CENTINELA SKILLED NURSING & WELLNESS CENTRE-WEST, LLC doing business as  
2 Centinela Skilled Nursing & Wellness Centre – West, Plaintiff had paid for services provided by the  
3 Defendants via private pay and/or privately acquired insurance.

4 4. Defendants. Plaintiff is informed and believes that Defendant SHLOMO RECHNITZ;  
5 BRIUS MANAGEMENT CO., INC.; BRIUS, LLC; SOL MANAGEMENT, LLC., and DOES 1  
6 through 100, inclusive (hereinafter sometimes collectively referred to as “MANAGEMENT  
7 DEFENDANTS”) regularly conduct business in the State of California, and directly or through their  
8 wholly-owned subsidiaries enumerated below owned, licensed, operated, administered, managed,  
9 directed, and/or controlled fifty-seven (57) skilled nursing facilities in the State of California.  
10 SHLOMO RECHNITZ exerts total and consistent operational control over the other MANAGEMENT  
11 DEFENDANTS, and in turn, the MANAGEMENT DEFENDANTS exert total and consistent  
12 operational control over each of the defendant facilities such that the independent facility defendants  
13 are merely alter-egos of the MANAGEMENT DEFENDANTS. The MANAGEMENT  
14 DEFENDANTS establish, implement and enforce a uniform system of advertising at the facility level  
15 predicated upon misrepresentations to the general public as to the standards and quality of services  
16 performed in the facilities. In reality the independent facilities are a sham: there is no independence;  
17 the facilities are all owned, controlled and operated by the MANAGEMENT DEFENDANTS. The  
18 fiction of independence is created by the MANAGEMENT DEFENDANTS as a legally perverted  
19 mechanism to escape liability for the uniform misbehavior mandated by the MANAGEMENT  
20 DEFENDANTS at each of the named facility defendants.

21 5. Defendant B-EAST, LLC dba Presidio Health Care Center is the licensee, owner,  
22 and/or operator of a skilled nursing facility located at 8625 Lamar Street, Spring Valley, California  
23 92077. Defendant B-EAST, LLC dba Presidio Health Care Center is one of the facilities uniformly  
24 owned, operated, managed and/or controlled by the MANAGEMENT DEFENDANTS in the State of  
25 California. Defendant B-EAST, LLC is a “person” within the meaning of *Civil Code* §1761 in that it is  
26 a limited liability company.

27 6. Defendant B-SAN DIEGO, LLC dba Brighton Place – San Diego is the licensee,  
28 owner, and/or operator of a skilled nursing facility located at 1350 Euclid Avenue, San Diego,

1 California 92105. Defendant B-SAN DIEGO, LLC dba Brighton Place – San Diego is one of the  
2 facilities uniformly owned, operated, managed and/or controlled by the MANAGEMENT  
3 DEFENDANTS in the State of California. Defendant B-SAN DIEGO, LLC is a “person” within the  
4 meaning of *Civil Code* §1761 in that it is a limited liability company.

5 7. Defendant B-SPRING VALLEY, LLC dba Brighton Place – Spring Valley is the  
6 licensee, owner, and/or operator of a skilled nursing facility located at 9009 Campo Road, Spring  
7 Valley, California 92077. Defendant B-SPRING VALLEY, LLC dba Brighton Place – Spring Valley  
8 is one of the facilities uniformly owned, operated, managed and/or controlled by the MANAGEMENT  
9 DEFENDANTS in the State of California. Defendant B-SPRING VALLEY, LLC is a “person” within  
10 the meaning of *Civil Code* §1761 in that it is a limited liability company.

11 8. Defendant CNRC, LLC dba California Nursing & Rehabilitation Center is the licensee,  
12 owner, and/or operator of a skilled nursing facility located at 2299 North Indian Avenue, Palm  
13 Springs, California 92262. Defendant CNRC, LLC dba California Nursing & Rehabilitation Center is  
14 one of the facilities uniformly owned, operated, managed and/or controlled by the MANAGEMENT  
15 DEFENDANTS in the State of California. Defendant CNRC, LLC is a “person” within the meaning  
16 of *Civil Code* §1761 in that it is a limited liability company.

17 9. Defendant POINT LOMA REHABILITATION CENTER, LLC dba Point Loma  
18 Convalescent Hospital is the licensee, owner, and/or operator of a skilled nursing facility located at  
19 3202 Duke Street, San Diego, California 92110. Defendant POINT LOMA REHABILITATION  
20 CENTER, LLC dba Point Loma Convalescent Hospital is one of the facilities uniformly owned,  
21 operated, managed and/or controlled by the MANAGEMENT DEFENDANTS in the State of  
22 California. Defendant POINT LOMA REHABILITATION CENTER, LLC is a “person” within the  
23 meaning of *Civil Code* §1761 in that it is a limited liability company.

24 10. Defendant CENTINELA SKILLED NURSING & WELLNESS CENTRE – WEST,  
25 LLC dba Centinela Skilled Nursing & Wellness Centre - West is the licensee, owner, and/or operator  
26 of a skilled nursing facility located at 950 South Flower Street, Inglewood, California 90301.  
27 Defendant CENTINELA SKILLED NURSING & WELLNESS CENTRE – WEST, LLC dba  
28 Centinela Skilled Nursing & Wellness Centre - West is one of the facilities uniformly owned,

1 operated, managed and/or controlled by the MANAGEMENT DEFENDANTS in the State of  
2 California. Defendant CENTINELA SKILLED NURSING & WELLNESS CENTRE – WEST, LLC  
3 is a “person” within the meaning of *Civil Code* §1761 in that it is a limited liability company.

4 11. Defendant CENTINELA SKILLED NURSING & WELLNESS CENTRE EAST dba  
5 Centinela Skilled Nursing & Wellness Centre East is the licensee, owner, and/or operator of a skilled  
6 nursing facility located at 1001 South Osage Avenue, Inglewood, California 90301. Defendant  
7 CENTINELA SKILLED NURSING & WELLNESS CENTRE EAST, LLC dba Centinela Skilled  
8 Nursing & Wellness Centre East is one of the facilities uniformly owned, operated, managed and/or  
9 controlled by the MANAGEMENT DEFENDANTS in the State of California. Defendant  
10 CENTINELA SKILLED NURSING & WELLNESS CENTRE EAST, LLC is a “person” within the  
11 meaning of *Civil Code* §1761 in that it is a limited liability company.

12 12. Defendant HIGHLAND PARK SKILLED NURSING & WELLNESS CENTRE, LLC  
13 dba Highland Park Skilled Nursing & Wellness Centre is the licensee, owner, and/or operator of a  
14 skilled nursing facility located at 5125 Monte Vista Street, Los Angeles, California 90042. Defendant  
15 HIGHLAND PARK SKILLED NURSING & WELLNESS CENTRE, LLC dba Highland Park  
16 Skilled Nursing & Wellness Centre is one of the facilities uniformly owned, operated, managed and/or  
17 controlled by the MANAGEMENT DEFENDANTS in the State of California. Defendant  
18 HIGHLAND PARK SKILLED NURSING & WELLNESS CENTRE, LLC is a “person” within the  
19 meaning of *Civil Code* §1761 in that it is a limited liability company.

20 13. Defendant LAIBCO, LLC dba Las Flores Convalescent Hospital is the licensee, owner,  
21 and/or operator of a skilled nursing facility located at 14165 Purche Avenue, Gardena, California  
22 90249. Defendant LAIBCO, LLC dba Las Flores Convalescent Hospital is one of the facilities  
23 uniformly owned, operated, managed and/or controlled by the MANAGEMENT DEFENDANTS in  
24 the State of California. Defendant LAIBCO, LLC is a “person” within the meaning of *Civil Code*  
25 §1761 in that it is a limited liability company.

26 14. Defendant SOUTH PASADENA REHABILITATION CENTER, LLC dba South  
27 Pasadena Convalescent Hospital is the licensee, owner, and/or operator of a skilled nursing facility  
28 located at 904 Mission Street, South Pasadena, California 91030. Defendant SOUTH PASADENA

1 REHABILITATION CENTER, LLC dba South Pasadena Convalescent Hospital is one of the  
2 facilities uniformly owned, operated, managed and/or controlled by the MANAGEMENT  
3 DEFENDANTS in the State of California. Defendant SOUTH PASADENA REHABILITATION  
4 CENTER, LLC is a “person” within the meaning of *Civil Code* §1761 in that it is a limited liability  
5 company.

6 15. Defendant LIGHTHOUSE HEALTHCARE CENTER, LLC dba Lighthouse  
7 Healthcare Center is the licensee, owner, and/or operator of a skilled nursing facility located at 2222  
8 Santa Ana Boulevard South, Los Angeles, California 90059. Defendant LIGHTHOUSE  
9 HEALTHCARE CENTER, LLC dba Lighthouse Healthcare Center is one of the facilities uniformly  
10 owned, operated, managed and/or controlled by the MANAGEMENT DEFENDANTS in the State of  
11 California. Defendant LIGHTHOUSE HEALTHCARE CENTER, LLC is a “person” within the  
12 meaning of *Civil Code* §1761 in that it is a limited liability company.

13 16. Defendant VERNON HEALTHCARE CENTER, LLC dba Vernon Healthcare Center  
14 is the licensee, owner, and/or operator of a skilled nursing facility located at 1037 West Vernon  
15 Avenue, Los Angeles, California 90037. Defendant VERNON HEALTHCARE CENTER, LLC dba  
16 Vernon Healthcare Center is one of the facilities uniformly owned, operated, managed and/or  
17 controlled by the MANAGEMENT DEFENDANTS in the State of California. Defendant VERNON  
18 HEALTHCARE CENTER, LLC is a “person” within the meaning of *Civil Code* §1761 in that it is a  
19 limited liability company.

20 17. Defendant NORWALK SKILLED NURSING & WELLNESS CENTRE, LLC dba  
21 Norwalk Skilled Nursing & Wellness Centre is the licensee, owner, and/or operator of a skilled  
22 nursing facility located at 11510 Imperial Highway, Norwalk, California 90650. Defendant  
23 NORWALK SKILLED NURSING & WELLNESS CENTRE, LLC dba Norwalk Skilled Nursing &  
24 Wellness Centre is one of the facilities uniformly owned, operated, managed and/or controlled by the  
25 MANAGEMENT DEFENDANTS in the State of California. Defendant NORWALK SKILLED  
26 NURSING & WELLNESS CENTRE, LLC is a “person” within the meaning of *Civil Code* §1761 in  
27 that it is a limited liability company.

28 18. Defendant VERDUGO VALLEY SKILLED NURSING & WELLNESS CENTRE,



1 LLC dba Verdugo Valley Skilled Nursing & Wellness Centre, is the licensee, owner, and/or operator  
2 of a skilled nursing facility located at 2635 Honolulu Avenue, Montrose, California 91020. Defendant  
3 VERDUGO VALLEY SKILLED NURSING & WELLNESS CENTRE, LLC dba Verdugo Valley  
4 Skilled Nursing & Wellness Centre is one of the facilities uniformly owned, operated, managed and/or  
5 controlled by the MANAGEMENT DEFENDANTS in the State of California. Defendant VERDUGO  
6 VALLEY SKILLED NURSING & WELLNESS CENTRE, LLC is a “person” within the meaning of  
7 *Civil Code* §1761 in that it is a limited liability company.

8 19. Defendant MAYWOOD SKILLED NURSING & WELLNESS CENTRE, LLC dba  
9 Maywood Skilled Nursing & Wellness Centre is the licensee, owner, and/or operator of a skilled  
10 nursing facility located at 6025 Pine Avenue, Maywood, California 90270. Defendant MAYWOOD  
11 SKILLED NURSING & WELLNESS CENTRE, LLC dba Maywood Skilled Nursing & Wellness  
12 Centre is one of the facilities uniformly owned, operated, managed and/or controlled by the  
13 MANAGEMENT DEFENDANTS in the State of California. Defendant MAYWOOD SKILLED  
14 NURSING & WELLNESS CENTRE, LLC is a “person” within the meaning of *Civil Code* §1761 in  
15 that it is a limited liability company.

16 20. Defendant WISH-I-AH HEALTHCARE & WELLNESS CENTRE, LLC dba Wish-I-  
17 Ah is the licensee, owner, and/or operator of a skilled nursing facility located at 35680 North Wish-I-  
18 Ah Road, Auberry, California 93602. Defendant WISH-I-AH HEALTHCARE & WELLNESS  
19 CENTRE, LLC dba Wish-I-Ah is one of the facilities uniformly owned, operated, managed and/or  
20 controlled by the MANAGEMENT DEFENDANTS in the State of California. Defendant WISH-I-AH  
21 HEALTHCARE & WELLNESS CENTRE, LLC is a “person” within the meaning of *Civil Code*  
22 §1761 in that it is a limited liability company.

23 21. Defendant FRESNO SKILLED NURSING & WELLNESS CENTRE, LLC dba The  
24 Rehabilitation Center of Fresno is the licensee, owner, and/or operator of a skilled nursing facility  
25 located at 1665 M Street, Fresno, California 93721. Defendant FRESNO SKILLED NURSING &  
26 WELLNESS CENTRE, LLC dba The Rehabilitation Center of Fresno is one of the facilities  
27 uniformly owned, operated, managed and/or controlled by the MANAGEMENT DEFENDANTS in  
28 the State of California. Defendant FRESNO SKILLED NURSING & WELLNESS CENTRE, LLC is

1 a “person” within the meaning of *Civil Code* §1761 in that it is a limited liability company.

2 22. Defendant OAKHURST HEALTHCARE & WELLNESS CENTRE, LLC dba  
3 Oakhurst Healthcare & Wellness Centre is the licensee, owner, and/or operator of a skilled nursing  
4 facility located at 40131 Highway 49, Oakhurst, California 93644. Defendant OAKHURST  
5 HEALTHCARE & WELLNESS CENTRE, LLC dba Oakhurst Healthcare & Wellness Centre is one  
6 of the facilities uniformly owned, operated, managed and/or controlled by the MANAGEMENT  
7 DEFENDANTS in the State of California. Defendant OAKHURST HEALTHCARE & WELLNESS  
8 CENTRE, LLC is a “person” within the meaning of *Civil Code* §1761 in that it is a limited liability  
9 company.

10 23. Defendant EUREKA REHABILITATION & WELLNESS CENTER, LP dba Eureka  
11 Rehabilitation & Wellness Center is the licensee, owner, and/or operator of a skilled nursing facility  
12 located at 2353 Twenty-Third Street, Eureka, California 95501. Defendant EUREKA  
13 REHABILITATION & WELLNESS CENTER, LP dba Eureka Rehabilitation & Wellness Center is  
14 one of the facilities uniformly owned, operated, managed and/or controlled by the MANAGEMENT  
15 DEFENDANTS in the State of California. Defendant EUREKA REHABILITATION & WELLNESS  
16 CENTER, LP is a “person” within the meaning of *Civil Code* §1761 in that it is a limited partnership.

17 24. Defendant GRANADA REHABILITATION & WELLNESS CENTER, LP dba  
18 Granada Rehabilitation & Wellness Center is the licensee, owner, and/or operator of a skilled nursing  
19 facility located at 2885 Harris Street, Eureka, California 95503. Defendant GRANADA  
20 REHABILITATION & WELLNESS CENTER, LP dba Granada Rehabilitation & Wellness Center is  
21 one of the facilities uniformly owned, operated, managed and/or controlled by the MANAGEMENT  
22 DEFENDANTS in the State of California. Defendant GRANADA REHABILITATION &  
23 WELLNESS CENTER, LP is a “person” within the meaning of *Civil Code* §1761 in that it is a limited  
24 partnership.

25 25. Defendant PACIFIC REHABILITATION & WELLNESS CENTER, LP dba Pacific  
26 Rehabilitation & Wellness Center is the licensee, owner, and/or operator of a skilled nursing facility  
27 located at 2211 Harrison Avenue, Eureka, California 95501. Defendant PACIFIC  
28 REHABILITATION & WELLNESS CENTER, LP dba Pacific Rehabilitation & Wellness Center is

1 one of the facilities uniformly owned, operated, managed and/or controlled by the MANAGEMENT  
2 DEFENDANTS in the State of California. Defendant PACIFIC REHABILITATION & WELLNESS  
3 CENTER, LP is a “person” within the meaning of *Civil Code* §1761 in that it is a limited partnership.

4 26. Defendant SEAVIEW REHABILITATION & WELLNESS CENTER, LP dba  
5 Seaview Rehabilitation & Wellness Center is the licensee, owner, and/or operator of a skilled nursing  
6 facility located at 6400 Purdue Drive, Eureka, California 95503. Defendant SEAVIEW  
7 REHABILITATION & WELLNESS CENTER, LP dba Seaview Rehabilitation & Wellness Center is  
8 one of the facilities uniformly owned, operated, managed and/or controlled by the MANAGEMENT  
9 DEFENDANTS in the State of California. Defendant SEAVIEW REHABILITATION &  
10 WELLNESS CENTER, LP is a “person” within the meaning of *Civil Code* §1761 in that it is a limited  
11 partnership.

12 27. Defendant FORTUNA REHABILITATION & WELLNESS CENTER, LP dba Fortuna  
13 Rehabilitation & Wellness Center is the licensee, owner, and/or operator of a skilled nursing facility  
14 located at 2321 Newburg Road, Fortuna, California 95540. Defendant FORTUNA  
15 REHABILITATION & WELLNESS CENTER, LP dba Fortuna Rehabilitation & Wellness Center is  
16 one of the facilities uniformly owned, operated, managed and/or controlled by the MANAGEMENT  
17 DEFENDANTS in the State of California. Defendant FORTUNA REHABILITATION &  
18 WELLNESS CENTER, LP is a “person” within the meaning of *Civil Code* §1761 in that it is a limited  
19 partnership.

20 28. Defendant GRANITE HILLS HEALTHCARE & WELLNESS CENTRE, LLC dba  
21 Granite Hills Healthcare & Wellness Centre is the licensee, owner, and/or operator of a skilled nursing  
22 facility located at 1340 E. Madison Avenue, El Cajon, California 92021. Defendant GRANITE HILLS  
23 HEALTHCARE & WELLNESS CENTRE, LLC dba Granite Hills Healthcare & Wellness Centre is  
24 one of the facilities uniformly owned, operated, managed and/or controlled by the MANAGEMENT  
25 DEFENDANTS in the State of California. Defendant GRANITE HILLS HEALTHCARE &  
26 WELLNESS CENTRE, LLC is a “person” within the meaning of *Civil Code* §1761 in that it is a  
27 limited liability company.

28 29. Defendant CLAIREMONT HEALTHCARE & WELLNESS CENTRE, LLC dba