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Superior Court of California
County of Stanislaus
Hugh K. Swift
Clerk of the Court
By: Elizabeth Fernandez, Deputy

GREG TAYLOR, ESQ. (State Bar No. 315128)
GREG TAYLOR LAW
3101 Ocean Park Blvd., Ste 100
Santa Monica, California 90405
Phone: (310) 299-9445
Email: greg@gtaylorlaw.com

\$435.00 PAID

Attorney for Plaintiff GURPREET
SANGHA and other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

GURPREET SANGHA, on behalf of herself and
other aggrieved employees,

Plaintiff,

vs.

PACIFIC CARE SALIDA, LLC, a California
limited liability company; PACIFIC CARE
FACILITIES, LLC, a California limited liability
company; PACIFIC CARE II INC., a California
corporation; DOES 1 through 50, inclusive,

Defendants.

Case No.: CV-25-011178

**REPRESENTATIVE ACTION
COMPLAINT**

**(1) VIOLATION OF LABOR CODE §
2698, *ET SEQ.***

DEMAND OVER \$35,000.00

This case has been assigned to Judge Mayne, John R
Department 21, for all purposes including Trial.

1 Plaintiff Gurpreet Sangha (“Plaintiff”) hereby submits this Representative Action
2 Complaint (“Complaint”) against Defendants Pacific Care Salida, LLC, Pacific Care Facilities,
3 LLC, Pacific Care II Inc., and Does 1 through 50 (hereinafter collectively referred to as
4 “Defendants”), on behalf of herself and all other aggrieved employees of Defendants, for penalties
5 for violations of the California Labor Code, as follows:

6 **INTRODUCTION**

7 1. This representative action is within the Court’s jurisdiction under California Labor
8 Code sections 201-203, 204, 226(a), 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198,
9 2802, and 2698 *et seq.*, and the applicable Wage Orders of the California Industrial Welfare
10 Commission (“IWC”).

11 2. This action challenges Defendants’ systemic employment practices, including
12 unlawful timekeeping, failure to pay all minimum and overtime wages, failure to provide
13 compliant meal and rest periods, failure to reimburse required business expenses, and failure to
14 maintain accurate wage statements and records.

15 3. Plaintiff is not suing in her individual capacity; she is proceeding herein solely
16 under the PAGA, on behalf of the State of California for all aggrieved employees, including herself
17 and other aggrieved employees.

18 4. Plaintiff is informed and believes, and thereon alleges, that Defendants jointly
19 employed Plaintiff and all aggrieved employees, and that Defendants’ uniform policies and
20 practices affected Plaintiff and all aggrieved employees during the relevant time period.

21 **JURISDICTION AND VENUE**

22 5. The Court has jurisdiction over this action pursuant to California Labor Code
23 sections 201-203, 204, 226(a), 226.7, 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2802, and
24 2698 *et seq.*

25 6. Venue is proper because Plaintiff worked at Defendants’ business locations in
26 Stanislaus County and Defendants conduct substantial business in Stanislaus County.

27 **PARTIES**

28 7. Plaintiff was employed by Defendants as a nursing assistant for approximately two

1 years, beginning in or around February 2023 until her separation in February 2025. Throughout
2 her employment, she was a non-exempt employee.

3 8. Plaintiff is informed and believes and based thereon alleges that Defendants own
4 and operate nursing and rehabilitation facilities in the State of California.

5 9. Plaintiff was subjected to the unlawful policies, practices, and customs of
6 Defendants complained of in this action in ways that have deprived her of the rights guaranteed by
7 California Labor Code sections 201-203, 204, 226(a), 226.7, 510, 512, 558, 1174(d), 1194, 1197,
8 1197.1, 1198, 2802, and 2698 *et seq.*

9 10. Plaintiff is informed and believes, and based thereon alleges, that Defendant Pacific
10 Care Salida, LLC is a California limited liability company with California Entity
11 Number 4841048, which maintains operations in the State of California, including its principal
12 office located at 5404 Kiernan Ave, Salida, CA 95368.

13 11. Plaintiff is informed and believes, and based thereon alleges, that Defendant Pacific
14 Care Facilities, LLC is a California limited liability company with California Entity
15 Number 202359311845, which maintains operations in the State of California, including its
16 principal office located at 5412 Kiernan Ave, Salida, CA 95368.

17 12. Plaintiff is informed and believes, and based thereon alleges, that Defendant Pacific
18 Care II Inc. is a California corporation with California Entity Number 4182350, which maintains
19 operations in the State of California, including its principal office located at 1024 Jayhawk Way,
20 Modesto, CA 95358.

21 13. Plaintiff is informed and believes, and based thereon alleges, that at all times herein
22 mentioned Defendants and Does 1 through 50, are and were companies, business entities,
23 individuals, and/or partnerships, licensed to do business and actually doing business in the State
24 of California. As such, and based upon all the facts and circumstances incident to Defendants'
25 business, Defendants are subject to California Labor Code sections 201-203, 204, 226(a), 226.7,
26 510, 512, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*

27 14. Plaintiff does not know the true names or capacities, whether individual, partner or
28 corporate, of the defendants sued herein as DOES 1 through 50, inclusive, and for that reason, said

1 defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
2 complaint when the true names and capacities are known. Plaintiff is informed and believes and
3 based thereon alleges that each of said fictitious defendants was responsible in some way for the
4 matters alleged herein and proximately caused Plaintiff and Aggrieved Employees to be subject to
5 the illegal employment practices, wrongs and injuries complained of herein.¹

6 15. At all times herein mentioned, each of said Defendants participated in the doing of
7 the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
8 Defendants, and each of them, were the agents, servants and employees of each of the other
9 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
10 within the course and scope of said agency and employment.

11 16. Plaintiff is informed and believes, and based thereon alleges, that at all times
12 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
13 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
14 the course and scope of such agency, employment, joint venture, or concerted activity. To the
15 extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
16 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
17 Defendants.

18 17. At all times herein mentioned, Defendants, and each of them, were members of,
19 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
20 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

21 18. Plaintiff is informed and believes, and based thereon alleges, that during the
22 relevant time period Defendants jointly employed Plaintiff and all Aggrieved Employees. Among
23 other indicators of shared control, Defendants maintained common employment policies and
24 handbooks, utilized shared timekeeping and payroll systems, and employed overlapping
25 management personnel. Plaintiff was onboarded by Pacific Care II Inc., paid by Pacific Care
26

27 ¹ As used in this complaint, the term “Aggrieved Employees” refers to all current and former non-
28 exempt employees working for Defendants in the State of California at any time from September
5, 2024, through the present.

1 Salida, LLC, and issued employment documents bearing the “Pacific Care Facilities” letterhead.
2 Plaintiff is further informed and believes that Defendants shared administrative functions and a
3 common online presence, reflecting integrated operations.

4 19. At all times herein mentioned, the acts and omissions of various Defendants, and
5 each of them, concurred and contributed to the various acts and omissions of each and all of the
6 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
7 herein mentioned, Defendants, and each of them, ratified each and every act or omission
8 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
9 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
10 damages as herein alleged.

11 **FIRST CAUSE OF ACTION**

12 **FOR PENALTIES UNDER LABOR CODE § 2698 *ET SEQ.***

13 **(BY PLAINTIFF, ON BEHALF OF THE STATE AND ALL AGGRIEVED**
14 **EMPLOYEES, AGAINST ALL DEFENDANTS)**

15 20. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
16 though fully set forth herein.

17 21. Plaintiff brings this cause of action as a proxy for the State of California, and in that
18 capacity, seeks civil penalties on behalf of all Aggrieved Employees from September 5, 2024
19 through the present for Defendants’ unlawful policies and practices, including but not limited to:

- 20 (a) failing to reimburse employees for required work-related use of personal cell phones,
21 in violation of Labor Code section 2802;
- 22 (b) failing to authorize and permit legally compliant, duty-free meal and rest periods, in
23 violation of Labor Code sections 226.7, 512, and 558;
- 24 (c) failing to pay minimum and overtime wages for time employees spent working during
25 breaks and while clocked out, in violation of Labor Code sections 510, 558, 1194,
26 1197 and 1197.1;
- 27 (d) failing to timely pay all wages owed during the applicable pay periods and upon
28 separation from employment, in violation of Labor Code sections 201-203, and 204;

1 (e) failing to provide accurate, complete, and compliant wage statements, in violation of
2 Labor Code section 226; and

3 (f) failing to maintain accurate records of hours worked, wages earned, and business
4 expenses incurred, in violation of Labor Code sections 1174(d) and 558.

5 22. Labor Code section 2802 requires employers to reimburse employees for all
6 necessary business expenses incurred in the discharge of their job duties. Defendants required
7 Plaintiff and Aggrieved Employees to use their personal cell phones for work-related purposes,
8 including using the Gusto app for timekeeping and responding to work-related communications,
9 but failed to reimburse them for the associated expenses. As a result, Defendants violated Labor
10 Code section 2802 by failing to indemnify employees for necessary business-related use of their
11 personal cell phones.

12 23. Labor Code sections 226.7 and 512, along with IWC Wage Order No. 5, require
13 employers to provide timely, duty-free meal periods of at least 30 minutes and to authorize and
14 permit duty-free rest periods of at least 10 minutes for each four hours worked or major fraction
15 thereof. Employers must relieve employees of all work duties during these breaks and may not
16 discourage, impede, or otherwise interfere with their taking. Defendants failed to provide Plaintiff
17 and Aggrieved Employees with legally compliant meal and rest periods. Defendants maintained
18 uniform policies and practices of failing to provide timely first meal periods, failing to consistently
19 authorize and permit rest periods, failing to relieve employees of all duty during meal and rest
20 breaks, discouraging or prohibiting employees from leaving the premises during breaks, and
21 requiring or permitting employees to work while clocked out during meal and rest periods.
22 Defendants also instructed employees to clock out for rest periods that were required by law to be
23 paid. As a result, Plaintiff and Aggrieved Employees were denied compliant meal and rest periods
24 or premium compensation in lieu thereof. Accordingly, Defendants violated Labor Code sections
25 226.7, 512, and 558.

26 24. Labor Code sections 1194 and 1197 require employers to pay employees at least
27 the applicable minimum wage for all hours worked, and Labor Code section 1197.1 authorizes
28 civil penalties for any employer who pays less than the minimum wage. In addition, where

employees work more than eight hours in a workday or more than forty hours in a workweek, Labor Code sections 510 and 1194 require employers to pay overtime wages at the correct rates. Plaintiff and Aggrieved Employees were non-exempt employees of Defendants. However, Defendants implemented inaccurate and unlawful timekeeping practices—including automatically clocking out employees—and required or permitted employees to work during meal and rest breaks, all of which resulted in off-the-clock work and the underreporting of both regular and overtime hours. As a result, Plaintiff and Aggrieved Employees were not paid all minimum wages earned and were not paid all overtime compensation due. Accordingly, Defendants violated Labor Code sections 510, 558, 1194, 1197, and 1197.1.

25. Labor Code sections 201 and 202 require employers to pay all earned and unpaid wages immediately upon termination or within the timeframes prescribed for employees who resign. Labor Code section 203 provides that when an employer willfully fails to timely pay all wages due at separation, the employer is liable for waiting time penalties for each day the wages remain unpaid, up to 30 days. Plaintiff and Aggrieved Employees separated from employment with Defendants, yet Defendants willfully failed to timely pay all earned wages owed at the time of separation. Defendants maintained policies and practices—including inaccurate timekeeping, automatically clocking employees out, requiring or permitting employees to work while clocked out and during breaks, and failing to compensate all minimum and overtime wages earned—that resulted in wages being unlawfully withheld past employees' termination dates. As a result, Plaintiff and Aggrieved Employees did not receive all wages due within the time required by Labor Code sections 201–202. Accordingly, Defendants violated Labor Code sections 201–203.

26. Labor Code section 204 requires employers to pay all wages earned by employees during the applicable pay period on regular, established paydays. As a result of Defendants' unlawful timekeeping practices, Defendants consistently underreported compensable time and failed to timely pay all wages earned during the pay period. Accordingly, Defendants violated Labor Code section 204.

27. Labor Code section 226(a) requires employers to provide employees with accurate, itemized wage statements reflecting all hours worked and all wages earned. Defendants failed to

1 do so. As a result of Defendants’ unlawful timekeeping practices—including automatically
2 clocking employees out, underreporting compensable time, and failing to pay all minimum,
3 overtime, and premium wages earned—Plaintiff and Aggrieved Employees received wage
4 statements that did not reflect all hours worked or all wages owed. In some pay periods, Defendants
5 provided no wage statements at all. Accordingly, Defendants violated Labor Code section 226(a).

6 28. Labor Code section 1174(d) requires employers to maintain accurate records of
7 employees’ hours worked, wages earned, and other required employment information. Labor Code
8 section 558 authorizes civil penalties for violations of any provision regulating hours and days of
9 work. Defendants failed to comply with these requirements. As a result of Defendants’ unlawful
10 timekeeping practices—including automatically clocking employees out, underreporting
11 compensable time, and failing to record business expenses incurred—Defendants did not maintain
12 accurate and complete records for Plaintiff and Aggrieved Employees. Accordingly, Defendants
13 violated Labor Code sections 1174(d) and 558.

14 29. On or about September 5, 2025, Plaintiff submitted a PAGA notice online to the
15 California Labor & Workforce Development Agency (“LWDA”), identifying Defendants’
16 violations of Labor Code sections 201-203, 204, 226(a), 226.7, 510, 512, 558, 1174(d), 1194,
17 1197, 1198, and 2802 pursuant to Labor Code section 2698, *et seq.*, the Private Attorney General
18 Act (“PAGA”). More than sixty-five days (65) has elapsed since Plaintiff sent written notice.

19 30. To date, the LWDA has not responded to Plaintiff’s written notice. As such,
20 pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any and all applicable civil
21 penalties for Defendants’ violation of the aforementioned Labor Code sections for the time period
22 described above, on behalf of herself and other Aggrieved Employees.

23 **PRAYER FOR RELIEF**

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

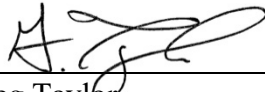
26 1. For civil penalties according to proof pursuant to Labor Code section 2698 *et seq.*,
27 and for costs and attorneys’ fees;
28

2. For attorneys' fees and costs as provided by California Labor Code section 2699 and Code of Civil Procedure section 1021.5; and

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

DATED: November 12, 2025

GREG TAYLOR LAW

By: 
Greg Taylor
Attorney for Plaintiff Gurpreet Sangha and
the Aggrieved Employees