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

Attorney for Plaintiff GURPREET SANGHA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

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

Plaintiff,

v.

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; and DOES 1 through 50, inclusive,

Defendants.

Case No. CV-25-011178

[Assigned for All Purposes to the Honorable John R. Mayne]

NOTICE OF MOTION AND UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT

Filed concurrently with the Declaration of Greg Taylor; Declaration of Gurpreet Sangha; and [Proposed] Order

Hearing Date:	November 13, 2026
Time:	8:30 a.m.
Department:	21
Complaint Filed:	November 12, 2025
Trial Date:	None Set

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on November 13, 2026, at 8:30 a.m., or as soon thereafter as the matter may be heard in Department 21 of the above-captioned Court, Plaintiff Gurpreet Sangha ("Plaintiff") will and hereby does move for an order approving the Parties' PAGA Representative Action Settlement Agreement and Release (the "Settlement"). Plaintiff requests an order:

1. Approving settlement of Plaintiff's penalty claims under the Private Attorneys General Act of 2004 ("PAGA") (Cal. Lab. Code §§ 2698 *et seq*.);
2. Approving the $135,000 Gross Settlement Amount and the distribution of the Net Settlement Amount 65% to the Labor and Workforce Development Agency ("LWDA") and 35% to PAGA Members;
3. Approving attorneys' fees of $45,000 and litigation costs of $8,557.60 to Plaintiff's counsel under the Private Attorneys General Act, or other applicable law;
4. Approving a service award of $7,500 to Plaintiff for her efforts in service of the PAGA Members and the LWDA;
5. Appointing Phoenix Settlement Administrators as Settlement Administrator and approving administration costs of up to $5,000; and
6. Entering the concurrently filed proposed approval order and judgment and retaining jurisdiction to enforce the Settlement.

The Motion is based on this Notice, the following Memorandum of Points and Authorities, the Declaration of Greg Taylor, the Declaration of Gurpreet Sangha, the Settlement and other exhibits, the records and pleadings on file, matters subject to judicial notice, and any evidence or argument presented at the hearing.

DATED: October 21, 2026

Respectfully submitted,
GREG TAYLOR LAW APC



Greg Taylor
Attorney for Plaintiff
Gurpreet Sangha

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This is an Unopposed Motion for Approval of PAGA Settlement. Plaintiff asks the Court to approve the Parties' settlement under Labor Code section 2699(s)(2) and authorize its implementation according to its terms.

The underlying action is a PAGA-only wage-and-hour representative action. Plaintiff brings the action on behalf of the State of California and approximately 219 PAGA Members who worked at related Pacific Care healthcare facilities. Plaintiff alleges that Defendants maintained policies and practices that violated various provisions of the Labor Code.

After exchange and analysis of employee data and records, participation in private mediation, and further arm's-length negotiations thereafter, the Parties reached the proposed Settlement, which is attached as Exhibit 1 to the concurrently filed Declaration of Greg Taylor ("Taylor Decl."). The Settlement provides for a non-reversionary fund of $135,000 (the "Gross Settlement Amount" or "GSA") to settle the single claim for civil penalties under the Private Attorneys General Act of 2004 ("PAGA") (Lab. Code §§ 2698 *et seq*.) brought in a representative capacity against Defendants.

As shown below, the Settlement is fair, reasonable, and adequate in light of the claims at issue and the risks and expense of continued litigation. Plaintiff respectfully requests that the Court grant this Unopposed Motion for Approval of PAGA Settlement.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. Plaintiff's Employment and Allegations

Defendants operate nursing and rehabilitation facilities in and around Stanislaus County through Pacific Care Salida, LLC, Pacific Care Facilities, LLC, and Pacific Care II Inc. (Complaint, ¶¶ 6-8.) Plaintiff worked as a Certified Nursing Assistant ("CNA") at multiple Pacific Care facilities in Salida and Modesto from approximately February 2023 through February 2025. (Sangha Decl., ¶ 2.) Plaintiff contends the related entities operated as an integrated enterprise and jointly employed her and other PAGA Members. (Complaint, ¶¶ 15-19.) Defendants dispute the joint-enterprise and joint-employer allegations and assert numerous defenses. (*See* Answer.)

Plaintiff alleges that during her employment, she and similarly situated employees were directed to use their personal cell phones for work purposes without reimbursement. (Labor Code § 2802.) Plaintiff further alleges that staffing and scheduling practices caused late, short, or missed meal periods, missed rest periods, and unprovided second meal periods during long shifts, without premium payments. (Labor Code §§ 226.7, 512.) Plaintiff also alleges off-the-clock work, including resulting from an alleged midnight shift-splitting practice. (Labor Code §§ 1194, 1197, 510.) She contends the resulting unpaid wages also produced derivative violations for untimely and deficient pay, final pay, wage statements, and recordkeeping. (Labor Code §§ 201-204, 226(a), 1174.) (Complaint, ¶¶ 21-28.)

B. PAGA Notice, Pleadings, Investigation, and Mediation

Before initiating the action, Plaintiff's counsel investigated Plaintiff's claims through extensive communications with Plaintiff and review of documents and other information. On September 5, 2025, Plaintiff submitted a notice to the LWDA of her intent to pursue a PAGA action ("PAGA Notice"). (Taylor Decl., ¶¶ 4-6, Ex. 4 and Ex. 5.) After the LWDA did not respond, Plaintiff filed this representative complaint on November 12, 2025, and notified the LWDA of this action. (*Id*., Ex. 6.) Defendants answered on January 6, 2026, asserting numerous defenses. (*See* Answer.)

The Parties conferred at length regarding significant threshold and merits disputes, including the existence and potential effect of Plaintiff's alleged arbitration agreement and Defendants' disputed liability for alleged Labor Code violations. The Parties also explored potential procedural stipulations concerning the court action but did not reach an agreement. Ultimately, the Parties agreed to defer further litigation of those issues to explore potential resolution through private mediation. (*Id*., ¶ 7.)

To facilitate an informed evaluation of the claims prior to mediation, Defendants provided workforce data and a 20% sample consisting of every fifth employee on their roster. The production included payroll and timekeeping data for the sample, Plaintiff's wage statements, second meal period waivers, handbooks, policies, and related materials. Plaintiff's counsel personally reviewed and analyzed those materials as well as information supplied by Plaintiff and other employees. This pre-mediation informal exchange, together with aggrieved employee interviews, provided Plaintiff's counsel with a substantial basis to identify recurring practices, assess competing positions, and value the claims and risks. (*Id*., ¶ 8.)

Defendants' records reflected 219 PAGA Members, 121 separations, and 4,193 pay periods during the PAGA Period through the June 16, 2026 mediation. Counsel's analysis identified several areas of potential exposure, including late first meal periods in approximately 50% of analyzed shifts, meal periods shorter than 30 minutes in approximately 22% of analyzed meal periods, incomplete meal period waivers, few recorded meal premiums, shifts longer than ten hours without recorded second meals, and frequent 11:59 p.m./12:00 a.m. entries. Defendants disputed Plaintiff's interpretation, the applicable violation rates, and whether penalties should be imposed. (*Id*., ¶¶ 8-10.)

On June 16, 2026, the Parties engaged in a private mediation with experienced wage and hour mediator Joshua Konecky, Esq. Plaintiff attended and participated. The session was lengthy and adversarial, culminating in a mediator's proposal. The Parties reached a tentative settlement on June 17, 2026. Over the following months, the Parties continued negotiating the written terms at arm's length, including with further involvement from the mediator. The negotiations ultimately produced the current Settlement, which was fully executed on October 8, 2026. (*Id*., ¶¶ 12.)

III. OVERVIEW OF THE SETTLEMENT

A. Settlement Group, Period, and Gross Amount

The Settlement applies to all non-exempt, hourly-paid employees who worked for any Defendant in California from September 5, 2024 through the date the Court issues its Approval Order (the "PAGA Period"). Defendants identified 219 PAGA Members and 4,193 qualifying pay periods as of the date of mediation. (Ex. 1, ¶¶ 1.18, 1.23.)

Defendants will fund a non-reversionary Gross Settlement Amount ("GSA") of $135,000, subject to the escalator described below. From that amount, Plaintiff seeks approval of attorneys' fees of $45,000, litigation costs of $8,557.60, a service award of $7,500, and settlement administration costs of up to $5,000. Thus, the estimated Net Settlement Amount will be at least $68,942.40, which will be allocated 65% to the LWDA and 35% to PAGA Members as required by PAGA. (Ex. 1, ¶¶ 4.1-4.7; Labor Code § 2699(m).)

Phoenix Settlement Administrators' present bid is $4,000, based on 219 PAGA Members. (Taylor Decl., ¶ 17, Ex. 2.) The Settlement permits up to $5,000 in administration costs, with any unused amount added directly to the Net Settlement Amount. (Ex. 1, ¶ 4.4.)

B. Escalator and Funding

The Settlement's escalator ensures that any significant growth in the scope of the release is matched by a corresponding adjustment to the GSA. At mediation, Defendants disclosed 4,193 qualifying pay periods. Thus, the $135,000 GSA reflects approximately $32.20 per pay period. If the final pay period count exceeds 4,800 pay periods, Defendants may include the additional pay periods in the release by increasing the GSA by $32 per additional pay period above 4,800. In the alternative, Defendants may end the PAGA Period on a date producing no more than 4,800 pay periods or select an intermediate end date and pay a corresponding partial increase for any released pay periods above 4,800. (Ex. 1, ¶ 4.1.1.) Thus, material growth in qualifying pay periods cannot expand the release without a corresponding increase in consideration.

C. Allocation and Administration

Phoenix Settlement Administrators will administer the Settlement and calculate each PAGA Member's payment pro rata based on qualifying pay periods reflected in Defendants' records. Payments will be mailed automatically without requiring a claim, and Phoenix will perform address updates and follow-up procedures for returned mail. Checks will remain negotiable for 180 days, after which any uncashed funds will be transmitted to the California Controller's Unclaimed Property Fund in the PAGA Member's name. No funds will revert to Defendants. (Ex. 1, ¶¶ 4.4-4.7.)

D. Release

On the Effective Date, Plaintiff, acting for the State and LWDA, and the PAGA Members release only civil penalties assertable under PAGA that were alleged or reasonably could have been alleged based on the facts in the operative complaint and PAGA Notice during the PAGA Period. The release is limited to the facts and theories in the complaint and PAGA Notice and excludes claims that cannot lawfully be released. PAGA Members do not release individual wage or damage claims through the representative release. (Ex. 1, ¶¶ 1.27, 5.1.)

Separately, Plaintiff entered into an individual settlement agreement for a general release of her potential individual claims, including claims relating to her separation from employment, in exchange for $10,000. (Taylor Decl., ¶ 13.) The individual settlement is separate from the PAGA Settlement. The PAGA Settlement does not include a general release.

IV. ARGUMENT

A. The Court Should Apply the Moniz Standard

PAGA is fundamentally a public-enforcement action in which an aggrieved employee acts as the State's proxy to recover civil penalties for Labor Code violations. (*Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 81, 86-87.) The superior court must review and approve every settlement of a civil action filed under PAGA. (Lab. Code, § 2699, subd. (s)(2).) In *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 75-77, disapproved on another ground in *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664, 710, the Court of Appeal held that the court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remedy present violations, deter future violations, and maximize enforcement of California labor laws.

PAGA litigation is not a class action, and PAGA Members do not own individual claims to the State's civil penalties. (*Kim,* 9 Cal.5th at 86-88.) But *Moniz* recognized that several familiar settlement considerations remain useful: the strength of the claims; risks, expense, complexity, and likely duration of further litigation; the stage of the proceeding and investigation completed; and the settlement amount. (*Moniz*, 72 Cal.App.5th at 77.) These factors help to inform whether the settlement is fair, reasonable, and adequate in view of PAGA's public-enforcement purposes.

B. The Settlement Is Fair, Reasonable, and Adequate

1. The Settlement Followed Thorough Investigation and Informed Negotiation

Prior to engaging in mediation, counsel interviewed Plaintiff and other employees, reviewed documents and communications obtained from Plaintiff concerning the alleged practices, reviewed the governing policies and handbooks, analyzed Plaintiff's wage statements and time records, and examined payroll and timekeeping data for a systematic 20% employee sample. The sample and workforce data were sufficient to quantify employees, pay periods, separations, recorded meal periods, premium payments, and recurring timekeeping entries. (Taylor Decl., ¶¶ 4, 8-9.)

That investigation identified several areas of potential exposure and provided a basis to estimate violation rates across the principal theories at issue. Counsel used the workforce data, sample analysis, and resulting violation rates to assess the potential PAGA penalties and evaluate the Settlement in light of the strengths, defenses, and litigation risks. (*Id*., ¶¶ 8-10.) At mediation, Defendants presented their

competing factual and legal positions, which further informed Plaintiff's assessment of settlement value. (*Id*., ¶ 12.)

2. The Settlement Reflects the Strengths and Material Litigation Risks

Plaintiff's allegations are supported by meaningful evidence. Other employees corroborated Plaintiff's experience concerning work-related personal phone use, and the absence of corresponding reimbursements supports the section 2802 theory. (*Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144.) The data sample showed frequent late and short meals, few meal premiums, and long shifts without second meals. Plaintiff and other employees reported missed rest periods caused by staffing demands. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1033.) (Taylor Decl., ¶¶ 4, 8-9.) The midnight shift-splitting entries support potential further timekeeping and derivative claims, and unpaid meal and rest period premiums constitute unpaid wages. (*Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93, 102.)

But liability and penalty recovery are disputed. Defendants deny that personal phone use was required, contend alternative timekeeping devices were available, and dispute any uniform break or off-the-clock practice. They also rely on meal waivers and employee choice, and dispute Plaintiff's analysis of violation rates. Defendants further dispute whether all three entities jointly employed Plaintiff and the PAGA Members or may be held liable for the alleged violations. (Taylor Decl., ¶ 10.) These disputes create substantial proof and penalty risks and may affect the scope of violations Plaintiff could ultimately establish. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.)

Arbitration presents a separate material risk. Defendants contend Plaintiff agreed to arbitrate the individual component of her PAGA claim and that the representative component should be stayed while arbitration proceeds. The Parties dispute the agreement's effect and never stipulated to a procedure. Contested motion practice, potential individual arbitration, and a potential prolonged stay of the representative matter would increase cost, delay, and outcome risk regardless of Plaintiff's ultimate success on the merits. (*Id*., ¶ 11.)

Even assuming Plaintiff established the alleged violations, recovery of penalties would remain uncertain. PAGA gives courts discretion on the amount of penalties awarded, including authority to reduce awards in certain circumstances. (Lab. Code, § 2699, subd. (e)(2).) Defendants would also be

expected to invoke other statutory provisions in an effort to reduce the penalties sought, while Plaintiff would dispute the applicability and extent of any such reductions. These issues create additional uncertainty concerning the amount ultimately recoverable after litigation. (Taylor Decl., ¶ 19.)

Plaintiff also considered the nature of Defendants' operations as healthcare facilities providing ongoing patient care. In reaching the Settlement, Plaintiff weighed PAGA's purpose of enforcing the Labor Code and deterring future violations as well as the potential impact of continued litigation on Defendants' operations and patient care. (*Id*., ¶ 20.) The Settlement achieves substantial enforcement proceeds without unnecessarily disrupting those operations.

Considering these factors together, the $135,000 Settlement represents a fair and reasonable compromise of the disputed PAGA claims. It provides a certain, non-reversionary recovery for the LWDA and PAGA Members while avoiding the cost, delay, and uncertainty of continued litigation.

3. The Statutory Allocation and Pay-Period Method Are Appropriate

The Settlement follows the current statutory allocation: 65% of recovered civil penalties to the LWDA and 35% to PAGA Members. (Lab. Code, § 2699, subd. (m).) Based on the estimated Net Settlement Amount, at least $44,812.56 will be paid to the LWDA and at least $24,129.84 will be distributed to PAGA Members. (Ex. 1, ¶ 4.5.) Based on the current estimated deductions, the average individual payment is approximately $110.18 per PAGA Member and will vary based on qualifying pay periods.

Each PAGA Member's payment will be calculated based on the number of qualifying pay periods that the employee worked during the PAGA Period, as reflected in Defendants' records. (Ex. 1, ¶¶ 4.6-4.7.) Employees who worked more qualifying pay periods will receive proportionally larger payments. This provides a straightforward and consistent method of allocating the employee share based on the length of time each employee worked during the PAGA Period.

4. The Representative Release Is Appropriately Limited

The release is limited to PAGA civil penalties arising during the PAGA Period based on the facts and theories alleged in the PAGA Notice and complaint. It does not release PAGA Members' individual wage or damage claims. The release identifies the Labor Code provisions and related theories at issue and clearly limits its scope to the factual allegations underlying this action and excludes claims

that cannot lawfully be released. (Ex. 1, ¶ 5.1.)

Plaintiff's separate individual general release is supported by separate consideration and is not part of the representative PAGA release. (Taylor Decl., ¶ 13.)

5. The Settlement Advances PAGA's Enforcement Purposes

The Settlement converts disputed claims into a concrete payment to the State and affected employees. It requires Defendants to fund the entire approved amount and allows no reversion to Defendants. (*Id*., ¶¶ 4.1-4.7.) It therefore provides enforcement and deterrence without the delay and uncertainty of contested motion practice, arbitration proceedings, formal discovery, dispositive motions, trial, and appeal. That practical result advances PAGA's purposes of remedying violations, deterring future misconduct, and maximizing Labor Code enforcement. (*Moniz*, 72 Cal.App.5th 77.)

C. The Requested Attorneys' Fees Are Reasonable

Labor Code section 2699(k)(1) entitles a prevailing employee to reasonable attorneys' fees and costs. The Settlement permits a fee request of $45,000, equal to one-third of the $135,000 GSA. California permits courts to use a percentage of a common recovery when the settlement creates a quantifiable fund, and courts may consider the results achieved, the risks of litigation, the skill and work performed, the contingent nature of the fee, the financial burden carried by counsel, and awards made in similar cases. (*Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 503-506; *Vizcaino v. Microsoft Corp*. (9th Cir. 2002) 290 F.3d 1043, 1048-50.) Although Plaintiff seeks fees under the percentage-of-recovery method, counsel's lodestar to date exceeds the requested one-third fee.[1]

The requested fee is reasonable in light of the work performed, the complexity of the case, and the result obtained. This action involved numerous alleged Labor Code violations arising from different employment practices, including expense reimbursement, meal and rest periods, timekeeping and unpaid wages, wage statements, and final pay. To achieve the resulting Settlement, Plaintiff's counsel thoroughly investigated and evaluated each theory, analyzed payroll and timekeeping data, reviewed employment policies and other records, interviewed aggrieved employees, assessed the relationships among multiple Defendant entities, and addressed substantial disputed legal and factual issues,

[1] Plaintiff's counsel's lodestar to date is approximately $73,125. (Taylor Decl., ¶ 21.)

including Defendants' arbitration position, competing interpretations of data, and the application of recent amendments to PAGA. Following the Parties' lengthy mediation that extended into the evening, Plaintiff's counsel spent several additional months negotiating with Defendants' counsel at arm's length to reach the terms of the written Settlement. (Taylor Decl., ¶¶ 4, 8-12, 19, 21.)

Plaintiff's counsel has substantial experience litigating California wage and hour and PAGA matters and used that experience to evaluate the claims, assess the litigation risks, and negotiate the Settlement. Counsel undertook the representation on a contingent basis, assuming the risk of receiving no compensation if the action was unsuccessful. The Settlement ultimately secures a $135,000 non-reversionary fund for the State and PAGA Members without the additional expense, delay, and risk of contested motion practice, potential arbitration proceedings, further discovery, trial, and appeal. Under these circumstances, the requested one-third fee is reasonable. (Taylor Decl., ¶¶ 2-3, 14, 18-21.)

D. The Requested Litigation Costs Are Reasonable

Courts routinely allow plaintiffs to recover litigation costs under the common fund doctrine. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 35 [common fund doctrine permits recovery of litigation costs, including attorneys' fees, from the fund].)

Plaintiff's counsel seeks reimbursement of $8,557.60 in actual and anticipated litigation costs, consisting of $8,436.36 incurred through October 20, 2026, plus $121.24 in anticipated costs through the approval hearing. (Taylor Decl., ¶ 22, Ex. 3.) This request is less than the $10,000 authorized by the Settlement, and the unused amount will be added to the Net Settlement Amount. (Ex. 1, ¶ 1.26.)

E. The Requested Service Award Is Reasonable

Plaintiff requests a $7,500 service award for her efforts serving as the PAGA representative on behalf of the State and PAGA Members. Service awards are intended to compensate representatives for work performed on behalf of others, financial or reputational risks undertaken in bringing the action, and their willingness to act as a private attorney general. (See *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393-1394.) Here, Plaintiff's request is supported by her substantial efforts and contributions throughout the case.

Plaintiff spent substantial time communicating with counsel, answering questions, locating and providing documents, supplying key factual information, and assisting counsel's investigation. She

undertook the responsibility and reputational risk of pursuing a public-enforcement action in her name for the LWDA and PAGA Members. She participated in the mediation and reviewed the Settlement with counsel. (Sangha Decl., ¶¶ 4-6.)

F. Settlement Administration Costs Are Reasonable

Phoenix estimated $4,000 to administer a 219-person PAGA settlement. Its responsibilities include database setup, address updating, calculation and mailing of payments, skip tracing and remailing, tax reporting, Qualified Settlement Fund administration, payment to the LWDA, uncashed-check handling, and completion reporting. The Settlement reserves up to $5,000 to provide a reasonable buffer for potential increases in the number of PAGA Members or other administration costs. Plaintiff requests approval of Phoenix's actual administration costs up to $5,000, with any unapproved amount added to the Net Settlement Amount. (Ex. 1, ¶¶ 4.4-4.7; Taylor Decl., Ex. 2.)

G. The Settlement Satisfies LWDA Requirements

Labor Code section 2699(s) requires submission of the filed complaint within 10 days after commencement, concurrent submission of the proposed settlement to the LWDA and Court, and submission of the judgment or qualifying order within 10 days after entry. After filing the complaint in court, Plaintiff timely submitted the filed complaint to the LWDA. (Taylor Decl., ¶ 6, Ex. 6.) Plaintiff has now submitted the proposed Settlement and approval papers to the LWDA. (*Id*., ¶ 24, Ex. 7.) Plaintiff will submit the approval order and judgment within 10 days after entry. (*Id*.)

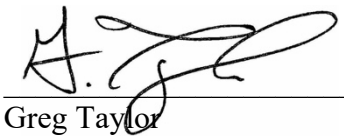
V. CONCLUSION

The Settlement was reached after meaningful investigation and arm's-length negotiations, provides a certain and non-reversionary recovery, and reasonably accounts for substantial litigation risks. Plaintiff respectfully requests that the Court approve the Settlement and requested deductions, appoint Phoenix Settlement Administrators, approve the payment procedures, and enter the proposed order and judgment.

Respectfully submitted,

DATED: October 21, 2026

GREG TAYLOR LAW APC



Greg Taylor
Attorney for Plaintiff
Gurpreet Sangha

PROOF OF SERVICE

I am employed in the State of California, over the age of 18, and not a party to this action. My business mailing address is 3101 Ocean Park Blvd Ste 100, Santa Monica, California 90405. On the date set forth below, I served the document(s) described below on the parties in this action as follows:

DOCUMENT(S) SERVED:

- **NOTICE OF MOTION AND UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT**
- **DECLARATION OF GURPREET SANGHA**
- **DECLARATION OF GREG TAYLOR**
- **[PROPOSED] ORDER**

SERVED UPON:

Attorneys for Defendants Pacific Care Salida, LLC, Pacific Care Facilities, LLC, and Pacific Care II Inc.
SAGASER, WATKINS & WIELAND PC
Justin G. Donner (*justin@sw2law.com*)
Samantha Kandarian (*samantha@sw2law.com*)
Tristan Matthews (*tristan@sw2law.com*)
Dayana Ochoa (*dayana@sw2law.com*)

☐ **by mail:** I enclosed the document(s) in a sealed envelope/package addressed to the addressee(s) designated and placed it for mailing, following our ordinary business practices. I am readily familiar with the mailing practice of my place of employment in respect to the collection and processing of correspondence and pleadings for mailing. It is deposited with the United States Postal Service on that same day in the ordinary course of business with postage fully prepaid.

☒ **by electronic service (via email):** Pursuant to Code Civ. Proc. § 1010.6 and Cal. Rules of Court, Rule 2.251(c), my email address is *greg@gtaylorlaw.com* and I caused such document(s) to be electronically served to the interested parties listed above.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 21, 2026 in Los Angeles, California.

Greg Taylor