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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] **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND JUDGMENT** Hearing Date: November 13, 2026 Time: 8:30 a.m. Department: 21 Complaint Filed: November 12, 2025 Trial Date: None Set

[PROPOSED] ORDER AND JUDGMENT

Plaintiff Gurpreet Sangha's Motion for Approval of PAGA Settlement came on for hearing on November 13, 2026, at 8:30 a.m. in Department 21 of this Court, the Honorable John R. Mayne presiding. Greg Taylor appeared for Plaintiff. Justin Donner appeared for Defendants Pacific Care Salida, LLC, Pacific Care Facilities, LLC, and Pacific Care II Inc. The Court reviewed the Motion, declarations, PAGA Representative Action Settlement Agreement and Release (the "Settlement"), records and pleadings, and the arguments presented.

For good cause shown, the Court finds and orders as follows:

1. The Court has jurisdiction over the Action, Plaintiff, Defendants, and the representative PAGA claims resolved by the Settlement.
2. The Settlement is the product of arm's-length negotiations following adequate investigation, exchange and analysis of payroll and timekeeping information, and mediation with an experienced neutral.
3. The Settlement is fair, reasonable, and adequate in view of PAGA's purposes under *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56 and Labor Code section 2699, subdivision (s)(2).
4. Plaintiff timely submitted the proposed Settlement and approval papers to the LWDA as required by Labor Code section 2699, subdivision (s)(2).
5. The Settlement's definition of the PAGA Group, PAGA Period, Released PAGA Claims, and Released Parties is approved. The representative release is reasonably tethered to the facts and theories alleged in Plaintiff's PAGA Notice and operative complaint and is limited to PAGA civil penalties that may lawfully be released.
6. The Motion is granted. The Settlement is approved and incorporated by reference, and the Parties and Settlement Administrator are directed to implement its terms, except as otherwise provided in this Order and Judgment.
7. The Court approves the non-reversionary Gross Settlement Amount of $135,000, subject to the Settlement's pay-period escalator. If qualifying pay periods exceed 4,800,

Defendants shall make the election and any additional payment required by the Settlement before final calculations and distribution.

8. The Court finds that Plaintiff's counsel, Greg Taylor Law APC, is experienced and competent in litigating California wage and hour and PAGA representative actions and has diligently and adequately represented the interests of the State of California and the aggrieved employees in this Action. The Court further finds that the requested attorneys' fees are fair and reasonable in light of counsel's experience, the work performed, the contingent risks undertaken, and the results achieved. The Court finds that the requested attorneys' fees are reasonable under the percentage-of-recovery method. The Court further finds that the requested attorneys' fees are supported by counsel's lodestar, which exceeds the requested fee. The Court hereby approves attorneys' fees of $45,000 to Greg Taylor Law APC, equal to one-third of the Gross Settlement Amount.

9. The Court hereby grants Plaintiff's counsel's request for reimbursement of litigation costs in the amount of $8,557.60, payable to Greg Taylor Law APC, as reasonable litigation expenses incurred in connection with litigating and resolving this Action.

10. The Court hereby approves a $7,500 service award to Plaintiff in recognition of her time, effort, and service in pursuing this representative action on behalf of the State of California and the aggrieved employees, including her assistance in investigating the claims, participating in the litigation and mediation, and achieving the Settlement. The service award is separate from Plaintiff's pro rata Individual Settlement Payment.

11. Phoenix Settlement Administrators is appointed Settlement Administrator. The Court approves administration costs up to $5,000, limited to actual reasonable charges. Any unused amount shall be added to the Net Settlement Amount.

12. Using the maximum approved deductions, the estimated Net Settlement Amount is $68,942.40. The Settlement Administrator shall adjust the Net Settlement Amount upward for any unused or unapproved deduction and for any escalator payment.

13. The Settlement Administrator shall distribute 65% of the final Net Settlement Amount to the LWDA and 35% to PAGA Members, as required by Labor Code section 2699,

subdivision (m). Based on the current conservative estimate, those amounts are approximately $44,812.56 and $24,129.84, respectively.

14. Each PAGA Member's Individual Settlement Payment shall be calculated in proportion to that person's qualifying pay periods compared with the total qualifying pay periods for all PAGA Members, using Defendants' payroll records as provided in the Settlement.

15. The Settlement Administrator shall update addresses, mail the approved cover letter and checks, conduct the skip tracing and remailing required by the Settlement, issue appropriate tax forms, and complete all distributions within the deadlines stated in the Settlement.

16. Individual Settlement Payment checks shall remain negotiable for at least 180 calendar days. Funds associated with checks that remain uncashed or undeliverable after the applicable period shall be transmitted to the California Controller's Unclaimed Property Fund in the affected PAGA Member's name. No Settlement funds shall revert to Defendants.

17. Defendants shall fund the qualified settlement fund within 21 calendar days after the Effective Date. Phoenix shall issue the LWDA Payment and Individual Settlement Payments no later than 21 calendar days after funding and shall make the other approved payments within the periods stated in the Settlement.

18. Upon the Effective Date, the Released PAGA Claims are released and barred to the fullest extent permitted by the Settlement and applicable law. This Order and Judgment shall have the preclusive effect provided by law.

19. Judgment is entered approving the Settlement and resolving the representative PAGA claim as provided by the Settlement. The Court retains jurisdiction under Code of Civil Procedure section 664.6 to interpret, implement, and enforce the Settlement and this Judgment, including administration and post-judgment matters permitted by law.

20. Plaintiff's counsel shall submit this Order and Judgment to the LWDA within 10 days after entry as required by Labor Code section 2699, subdivision (s)(3).

21. The Action is dismissed with prejudice as to the Released PAGA Claims, subject to the terms of the Settlement. This dismissal does not release or otherwise affect any PAGA Member's individual, non-representative claims for alleged Labor Code violations.

IT IS SO ORDERED AND ADJUDGED.

DATED: _____

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The Honorable John R. Mayne
Judge of the Superior Court