Greg Taylor (State Bar No. 315128)
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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]

DECLARATION OF GREG TAYLOR IN SUPPORT OF UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT

Filed concurrently with Unopposed Motion for Approval of PAGA Settlement; 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

I, Greg Taylor, declare:

1. I am an attorney licensed to practice in California and principal of Greg Taylor Law APC, counsel of record for Plaintiff Gurpreet Sangha ("Plaintiff"). I have personal knowledge of the matters stated here and, if called, could and would testify competently to them.

2. My experience representing employees in class and/or PAGA actions includes the following matters, among others: (a) *Petway et al. v. Capital Express, Inc. et al.*, Los Angeles County Superior Court Case No. 19STCV29812 (class certification granted July 8, 2024); (b) *Lizarraga v. Digby Southwest, Inc.*, Los Angeles County Superior Court Case No. 19STCV27901 (class and representative PAGA action, final approval granted Nov. 13, 2023); (c) *Gonzalez v. Branded Online, Inc.,* Los Angeles County Superior Court Case No. 20STCV29702 (class and representative PAGA action, final approval granted August 31, 2023); (d) *Kernitzki v. Quality Car Shippers, LLC*, Riverside County Superior Court Case No. CVRI2100564 (class and representative PAGA action, final approval granted Aug. 23, 2023); (e) *Torres, et al. v. Monetary Management of California, Inc.*, Los Angeles County Superior Court Case No. 21STCV09917 (class and representative PAGA action, final approval granted June 30, 2023); (f) *Mitchell, et al. v. Pacific Investment & Management, Inc., et al.*, Los Angeles County Superior Court Case No. 20STCV43188 (class and representative PAGA action, final approval granted June 2, 2023); (g) *Polar v. Button Transportation, Inc.*, Los Angeles County Superior Court Case No. 21STCV02575 (class and representative PAGA action, final approval granted May 31, 2023); (h) *Salter v. Quality Carriers, Inc.*, U.S. District Court, Central District of California Case No. 2:20-cv-00479-JFW-JPRx (wage-and-hour class action, final approval granted Mar. 27, 2023); and (i) *Johnson v. Randy Taylor Consulting, LLC, et al.*, Los Angeles County Superior Court Case No. 21SMCV00156 (class and representative PAGA action, final approval granted Nov. 2, 2022).

3. After graduating from UCLA School of Law, I was admitted to the California Bar in 2017 and have practiced employment litigation for more than nine years. My practice has included substantial experience litigating wage and hour class actions and representative actions under the Private Attorneys General Act ("PAGA").

4. Before initiating this PAGA action, I investigated Plaintiff's claims through extensive communications with Plaintiff and review of documents and other information provided by Plaintiff. Plaintiff advised me that she personally experienced the alleged practices, including unreimbursed use of her personal cell phone for timekeeping and work communications, meal- and rest-period issues, and timekeeping and pay discrepancies.

5. On September 5, 2025, I submitted Plaintiff's notice of intent to pursue a PAGA action ("PAGA Notice") to the LWDA through its online portal. The portal assigned LWDA Case No. LWDA-CM-1123478-25. I served the PAGA Notice on Defendants by mail on September 6, 2025. The LWDA did not respond or investigate. A true and correct copy of the LWDA confirmation is attached as **Exhibit 4**. A true and correct copy of the PAGA Notice is attached as **Exhibit 5**.

6. Plaintiff filed her PAGA-only complaint on November 12, 2025 under Case No. CV-25-011178. On November 18, 2025, within 10 days after commencement, I submitted the filed complaint to the LWDA. A true and correct copy of the LWDA confirmation is attached as **Exhibit 6**. Defendants answered on January 6, 2026, generally denied the allegations, and asserted numerous defenses.

7. 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.

8. The Parties agreed on a pre-mediation exchange of documents and information in order 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 for certain employees, handbooks, policies, and related materials. I 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 me with a substantial basis to identify recurring practices, assess competing positions, and value the claims and risks of continued litigation.

9. Defendants reported approximately 219 unique PAGA Members, approximately 4,193 biweekly pay periods through June 16, 2026, and 121 employees who separated during the PAGA Period. The sample included 768 pay periods. My analysis identified approximately 50% late first meal periods among analyzed shifts, approximately 22% meal periods lasting more than 20 but fewer than 30 minutes, only three meal-period premium payments in the sampled pay periods, recurring long shifts without recorded second meals, and more than 1,300 pairs of 11:59 p.m. clock-outs and 12:00 a.m. clock-ins. Plaintiff and other employees reported using Gusto on their personal cell phones without reimbursement and missed rest periods caused by staffing demands.

10. Defendants disputed Plaintiff's factual allegations and interpretation of the data and contended that employees were not required to use personal phones, alternative devices were available, meal and rest periods were provided, waivers or employee choices defeated or reduced the alleged violations, and wages were properly calculated. Defendants also disputed Plaintiff's joint-enterprise and joint-employer allegations, contending that Defendants did not operate as a joint enterprise and that Plaintiff and the PAGA Members were not jointly employed by Defendants. Defendants further disputed Plaintiff's ability to establish representative violations at the alleged rates.

11. Defendants also contend that Plaintiff signed an arbitration agreement requiring the individual component of her PAGA claim to be arbitrated before the representative component proceeds in court. Plaintiff disputes the agreement's effect. The Parties agreed to mediate before incurring the expense and delay of arbitration-related motion practice and potentially separate proceedings.

12. The Parties participated in private mediation on June 16, 2026, with Joshua Konecky, Esq., who describes himself as having more than 25 years of experience handling complex class actions, employment law disputes, business conflicts, and civil litigation. Ms. Sangha attended

and participated in the mediation. At mediation, the Parties presented their competing factual and legal positions, including their interpretations of the data. The negotiations were adversarial and conducted at arm's length, and the mediation lasted into the evening. After 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 the release, escalator clause, funding, notice, and administration terms. At times, the mediator was further involved in these continued negotiations. The Parties' PAGA Representative Action Settlement Agreement and Release (the "Settlement") was ultimately fully executed on October 8, 2026.

13. Plaintiff separately reached an agreement to settle her potential individual claims, including claims related to her separation, for $10,000 in exchange for a broader individual release. The $10,000 payment is not part of the Gross Settlement Amount and does not reduce or affect any PAGA Member's payment.

14. The Settlement provides a non-reversionary $135,000 Gross Settlement Amount, subject to an escalator. It permits requests for attorneys' fees up to $45,000, documented litigation costs not to exceed $10,000, a $7,500 service award, and administration costs up to $5,000. A true and correct copy of the Settlement, fully executed on October 8, 2026, is attached as **Exhibit 1**.

15. The estimated Net Settlement Amount is at least $68,942.40, based on litigation costs of $8,557.60. Current Labor Code section 2699, subdivision (m), allocates 65%, or approximately $44,812.56, to the LWDA and 35%, or approximately $24,129.84, to PAGA Members. Individual payments are proportional to each person's qualifying pay periods. These figures will increase if final administration expenses are below the reserved amount.

16. The Settlement includes an escalator clause such that if total qualifying pay periods exceed 4,800, Defendants may either add $32 per additional pay period above 4,800 to the Gross Settlement Amount or end the PAGA Period on a date producing no more than 4,800 pay periods, or another date accompanied by a partial increase. In my judgment, this term protects

the Settlement from material growth in the released exposure without corresponding compensation.

17. The Parties selected Phoenix Settlement Administrators, which describes itself as a leader in class action management and experienced in PAGA cases. Phoenix estimated approximately $4,000 to administer this PAGA-only settlement involving 219 employees, including database setup, address updating, calculations, mailing, skip tracing, tax reporting, qualified-settlement-fund work, disbursements, and final reporting. The Settlement reserves up to $5,000 to provide a reasonable buffer for any increase in the number of PAGA Members, with any unused amount added to the Net Settlement Amount. (Ex. 1, Settlement, ¶ 4.4.) A true and correct copy of Phoenix's proposal is attached as **Exhibit 2**.

18. Based on my investigation, experience, review of the data, consideration of the defenses, and arm's-length negotiations, I believe the Settlement is fair, reasonable, adequate, and consistent with PAGA's enforcement purposes.

19. In negotiating the Settlement, Plaintiff considered that litigation concerning the disputed arbitration issues could have required contested motion practice, individual arbitration, and a potentially prolonged stay of the representative action, resulting in additional expense, delay, and uncertainty. Plaintiff also considered that Defendants could invoke other statutory provisions seeking reductions in PAGA penalties, which Plaintiff would contest. I recognized these issues created additional uncertainty concerning the amount ultimately recoverable after litigation.

20. 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.

21. My firm accepted the case on a contingency basis, advanced all costs, and has received no compensation for its work. The requested $45,000 fee is one-third of the PAGA Gross Settlement Amount. The request reflects the investigation, data analysis, legal research, mediation, settlement negotiations, result, contingency risk, and continued work required

through approval and administration. My lodestar to date is approximately $73,125, based on approximately 112.5 hours of attorney work at my hourly rate of $650. Nevertheless, I am requesting only the one-third fee. I can provide additional lodestar information if requested by the Court.

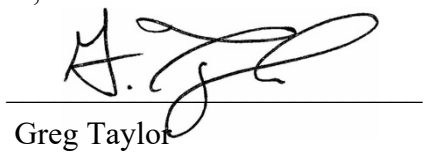
22. My firm will have incurred $8,557.60 in litigation costs as of the hearing date of this Motion, consisting of $8,436.36 incurred through October 20, 2026, plus $121.24 in anticipated costs through the approval hearing. Those costs include a $7,500 mediation fee, the LWDA submission fee, court filing fees, service costs, and remote court appearances fees. A true and correct copy of the current cost ledger is attached as **Exhibit 3.**

23. Plaintiff spent substantial time communicating with me, making herself available, answering my questions, locating and providing documents, supplying key factual information, and assisting the investigation. She participated in the lengthy mediation. Her assistance materially helped me investigate, evaluate, and resolve the case. Plaintiff will provide a separate declaration describing her work and supporting the requested $7,500 service award.

24. On October 21, 2026, my office submitted the proposed Settlement and approval papers to the LWDA through its online system at the same time they were submitted to the Court. A true and correct copy of the confirmation is attached as **Exhibit 7**. My office will submit the approval order and judgment to the LWDA within 10 days after entry.

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

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



Greg Taylor

EXHIBIT 1

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Attorneys Defendants, PACIFIC CARE SALIDA, LLC, PACIFIC CARE FACILITIES, LLC, and PACIFIC CARE II INC.

STATE OF CALIFORNIA

SUPERIOR COURT 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; and PACIFIC CARE II INC., a California corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: CV-25-011178 **PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE** Complaint Filed: November 12, 2025 Trial Date: None Set

SAGASER, WATKINS & WIELAND PC
ATTORNEYS AT LAW
5260 North Palm Avenue, Suite 400
Fresno, California 93704
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This Settlement and Release is made and entered into between: (1) Plaintiff Gurpreet Sangha ("Plaintiff"), individually, and on behalf of all other PAGA Members (as defined herein) and on behalf of the state of California and on behalf of the LWDA (as defined herein) pursuant to PAGA (as defined herein), and (2) Defendants Pacific Care Salida, LLC, Pacific Care Facilities, LLC, and Pacific Care II Inc., (collectively, "Defendants"), subject to approval from the Court, as provided below.

This PAGA Representative Action Settlement and Release is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof, as follows:

1. DEFINITIONS

As used herein, for the purposes of this Settlement only, the following terms shall be defined as set forth below:

1.1. **"Action"** refers to the civil action entitled Gurpreet Sangha v. Pacific Care Salida, LLC, et al., Stanislaus County Superior Court Case No. CV-25-011178. The Action is a representative action under the Private Attorneys General Act of 2004 ("PAGA").

1.2. **"Agreement"** refers to this PAGA Representative Action Settlement Agreement and Release.

1.3. **"Approval Order"** refers to the order issued and entered by the Court following a Motion for Approval of this Agreement and Settlement.

1.4. **"Complaint" or "Operative Complaint"** refers to the operative Complaint filed on November 12, 2025, in this Action, or any amended complaint filed thereafter.

1.5. **"Court"** means the Superior Court of California, County of Stanislaus.

1.6. **"Defendants"** refers collectively to Defendants Pacific Care Salida, LLC, Pacific Care Facilities, LLC, and Pacific Care II Inc.

1.7. **"Defendants' Counsel"** refers to the law firm of Sagaser, Watkins & Wieland, PC. For purposes of any notice required under this Settlement, notice to Defendants' Counsel shall be directed to:

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Justin G. Donner (justin@sw2law.com)
Samantha M. Kandarian (Samantha@sw2law.com)
Sagaser, Watkins & Wieland, PC
5260 N. Palm Ave. Ste. 400
Fresno, CA 93704

1.8. **"Effective Date"** means the later of the following: (1) 30 days following the Approval Order, if it is signed and there are no objections filed to the Settlement (i.e., objections from LWDA) and there are no material modifications to the Settlement; (2) if objections are filed and overruled (i.e., objections from the LWDA) or if the Court does not award the full amount of Plaintiff's Counsel's Fees Payment or Plaintiff's Counsel's Litigation Expenses Payment (unless Plaintiff's Counsel provides a written waiver of the right to appeal), and no appeal is taken of the Approval Order, sixty (60) days after the Approval Order is signed (unless an enforceable waiver of the right to appeal is executed by the person, entity, or governmental organization holding the right to appeal); or (3) if an appeal is taken from the Court's overruling of objections to the Settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the approval decision becomes final.

1.9. **"Gross Settlement Amount"** refers to the maximum settlement payment Defendants are obligated to make in connection with the Settlement, which in this case is $135,000.00. This sum shall include all Individual Settlement Payments made to PAGA Members, Settlement Administration Costs, the Service Award, the LWDA Payment, and Plaintiff's Counsel's Fees Payment and Plaintiff's Counsel's Litigation Expenses Payment., as set forth below.

1.10. **"Individual Settlement Payment(s)"** refers to the amount calculated by the Settlement Administrator to be distributed to each individual PAGA Member. Specifically, it is each PAGA Member's pro rata share of 35% of the Net Settlement Amount according to the number of his or her individual qualifying PAGA Pay Periods.

1.11. **"Judgment"** refers to the final judgment by the Court after approval of the Agreement and Settlement.

1.12. **"LWDA"** refers to the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

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1.13. **"LWDA Payment"** refers to a payment of 65% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).

1.14. **"Mediator"** means Joshua Konecky of The Mediation Collaborative.

1.15. **"Net Settlement Amount"** refers to the Gross Settlement Amount minus the Settlement Administration Costs, the Service Award, and Plaintiff's Counsel's Fees Payment and Plaintiff's Counsel's Litigation Expenses Payment. The Net Settlement Amount is the maximum amount that shall be available for distribution to the LWDA and PAGA Members via the Individual Settlement Payments and LWDA Payment.

1.16. **"PAGA"** refers to the Private Attorneys General Act of 2004(Labor Code §§ 2698. et seq.).

1.17. **"PAGA Group"** refers to the following group of individuals: all non-exempt, hourly-paid employees who performed work for any of the Defendants in California at any time between September 5, 2024, through the date the Court issues its Approval Order.

1.18. **"PAGA Member(s)"** means any individual in the PAGA Group during the PAGA Period. Defendants represented that as of June 16, 2026, the date of mediation, there were approximately 219 unique individuals that comprise of the PAGA Members.

1.19. **"PAGA Group Data"** means PAGA Members identifying information in Defendants' possession, including the name, last-known mailing address, Social Security number, and the number of Pay Periods for each PAGA Member.

1.20. **"PAGA Notice"** means, collectively, and without waiving Defendants' arguments regarding the adequacy of the same, the September 5, 2025, letter allegedly provided by Plaintiff's Counsel to the LWDA, and collectively with any additional notice contemplated by this Agreement.

1.21. **"PAGA Period"** refers to September 5, 2024, through the date the Court issues its Approval Order of this Settlement Agreement.

1.22. **"Parties"** refer to Plaintiff and Defendants.

1.23. **"Pay Period(s)"** means any pay period (i.e., an ordinary paycheck cycles of any of the Defendants) where a PAGA Member earned wages for hours worked as a non-exempt employee in California for any of the Defendants during the PAGA Period. Defendants represented that as of

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June 16, 2026, the date of mediation, there were approximately 4,193 Pay Periods.

1.24. **"Plaintiff"** refers to the named plaintiff in the Operative Complaint, Gurpreet Sangha.

1.25. **"Plaintiff's Counsel"** refers to Greg Taylor Law APC. For purposes of any notice required under this Settlement, notice to Plaintiff's Counsel shall be directed to:

Greg Taylor, Esq. (greg@gtaylorlaw.com)
Greg Taylor Law APC
3101 Ocean Park Blvd., Ste 100
Santa Monica, California 90405

1.26. **"Plaintiff's Counsel's Fees Payment"** and "**Plaintiff's Counsel's Litigation Expenses Payment"** mean the amounts allocated to Plaintiff's Counsel for payment of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action and approved by the Court. Any amount not approved by the Court will be reallocated to the Net Settlement Amount.

1.27. **"Released PAGA Claims"** are defined as all claims alleged in the operative complaints or filings with the LWDA, or which could have been alleged based on the facts, allegations, and legal theories raised in them, and which arose during PAGA Period, as applicable to the specific claim. Without limiting the foregoing, Released Claims shall include any and all claims for civil penalties or causes of action arising under and/or assertable under PAGA regarding: unpaid wages, including but not limited to failure to pay minimum wages, straight time wages, or overtime or double overtime compensation at all or the correct rate of pay; invalid alternative workweek schedule; failure to timely pay regular or final wages during or at the end of employment; failure to provide compliant meal or rest periods; failure to pay premiums at all or at the correct rate for any violation of meal or rest periods; invalid meal period waivers or on-duty meal period agreements; failure to reimburse for necessary business expenditures including, but not limited to, use of cell phones or other electronic devices; failure to pay for all hours worked including, but not limited to, theories pertaining to off-the-clock work; failure to issue, provide, or keep accurate and compliant wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records or records required by law; failure to maintain compliant policies; and any and all related penalties, including

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recordkeeping penalties, wage statement penalties, minimum wage penalties, waiting time penalties, and other statutory or civil penalties associated with any of the foregoing ("Released Claims") to the extent they were alleged in, or are fairly encompassed by, the facts, allegations, and legal theories set forth in Plaintiff's LWDA notice or the operative complaint. Further, such Released Claims shall include all violations that can provide standing for a PAGA claim as outlined at Labor Code Section 2699.5 (including, but not limited to, Labor Code Sections 201-204, 204c, 210, 218.5-218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510, 511, 512, 516, 551, 552, 558, 558.1, 1174-1174.5, 1182.12, 1194, 1194.2, 1197-1198.3, 1198.5, 1199, 2699, 2802-2804, and the associated wage orders, and Labor Code Section 2698 et. seq. itself), to the extent they were alleged in, or are fairly encompassed by, the facts, allegations, and legal theories set forth in Plaintiff's LWDA notice or the operative complaint. The Parties intend that this release be construed as broadly as possible. The release excludes the release of claims not permitted by law.

1.28. **"Released Parties"** refers to Defendants and each of their individual or collective former, present, or future parents, subsidiaries, affiliated entities, commonly owned or controlled entities, owners, board members, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns, or any individual or entity to whom liability for the Released Claims, as defined herein, could be assigned pursuant to Labor Code §558.1, or on a joint-employer, alter-ego, or other vicarious liability theory.

1.29. **"Service Award"** means Plaintiff's request to the Court for a service award of $7,500. This payment shall be in addition to Plaintiff's pro rata share of the Individual Settlement Payments. Any portion of the Service Award allocation not approved by the Court will revert to the Net Settlement Amount.

1.30. **"Settlement"** means the disposition of the Action effected by this Agreement and the Judgment.

1.31. **"Settlement Administrator"** refers to the third-party administrator, Phoenix Settlement Administrators, who has been mutually selected by the Parties, subject to Court approval, to perform the notice, claims administration, and distribution of payment functions further described

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in this Settlement. The Settlement Administrator shall establish its own employer identification number and file an Internal Revenue Service Form W-9. The Settlement Administrator shall meet all of the requirements to establish a Qualified Settlement Fund ("QSF") pursuant to U.S. Treasury Regulation Section 468B-1.

1.32. **"Settlement Administration Costs"** means an amount not to exceed $5,000.00 payable from the Gross Settlement Amount, subject to Court approval, for all reasonable costs and expenses incurred by the Administrator in administering the Settlement, including, but not limited to, mailing of notice to the PAGA Members, calculation of Individual Settlement Payments, generation of checks and related tax reporting forms, administration of unclaimed and/or uncashed checks, distribution of checks to Plaintiff's for Court-approved Plaintiff's Counsel's Fees Payment and Plaintiff's Counsel's Litigation Expenses Payment, any court approved Service Award, PAGA Members, and to the LWDA. Any amount not approved by the court shall be allocated to the Net Settlement Amount.

2. PROCEDURAL HISTORY AND RECITALS

2.1. **The Action**. On September 5, 2025, Plaintiff Gurpreet Sangha asserts she submitted a letter to the LWDA alleging that Defendants did not comply with Labor Code sections 201–204, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197, 1197.1, 1198, and 2802. On November 12, 2025, Plaintiff Sangha filed a PAGA representative action complaint in Stanislaus County Superior Court, Case No. CV-25-011178, asserting a single cause of action for violation of Labor Code section 2698, et seq.

2.2. **Defendants' Assertions and Denials**. Defendants contend that Plaintiff's individual PAGA claims are subject to an arbitration agreement, and it enters into this Agreement for efficacy purpose and without waiver of its right to seek to compel arbitration should this Settlement not be approved by the Court. Defendants also contends that Pacific Care Facilities, LLC, and Pacific Care II Inc. were improperly added in this action, and that they were not Plaintiff's employer. Defendants deny and continue to deny: (a) all of the allegations made in the Action and it has asserted numerous affirmative defenses; (b) that it violated any applicable laws; and (c) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims

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asserted in the Action. Defendants emphasize that the Court has not made any findings of liability as to Defendant. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever and without admitting or conceding that representative treatment is appropriate for any purpose other than settlement purposes alone, Defendants have agreed to settle the Action on the terms and conditions set forth in this Settlement, to avoid the burden, expense, and uncertainty of litigation. Any stipulations or statements by Defendants contained in this Settlement are made for settlement purposes only.

2.3. **Plaintiff's Counsel's Evaluation**. Based on Plaintiff's Counsel's investigation and evaluation, Plaintiff's Counsel is of the opinion that the terms set forth in this Settlement are fair, reasonable, adequate, and in the best interest of the PAGA Members. Plaintiff's Counsel diligently and effectively investigated Plaintiff's claims, drafted the Complaint, interviewed witnesses, negotiated informal discovery, reviewed and analyzed data and documents produced, and attended private mediation. Plaintiff's Counsel believes that this Settlement provides a fair and reasonable resolution of disputed claims in light of the risks, uncertainties, expense, and delay associated with further litigation, including the possibility of a lesser recovery, or no recovery at all, than that provided by this Settlement.

2.4. The Parties' Intent. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge any and all claims, rights, demands, charges, complaints, causes of action, obligations or liability of any and every kind that were or could have been asserted in the Action, to the extent that such claims arise out of the alleged facts, circumstances, and occurrences underlying the allegations as set forth in the claims filed in the Action. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

2.5. **The Parties' Agreement to Cooperate**. The Parties agree to cooperate and to take all steps necessary and appropriate to promptly effectuate all aspects of this Settlement.

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3. SETTLEMENT ADMINISTRATOR

3.1. Settlement Administrator. The Parties request that the Court appoint Phoenix Settlement Administrators as Settlement Administrator. The Settlement Administrator shall perform the duties set forth in this Agreement. The costs of administration shall be paid from the Gross Settlement Amount, subject to Court approval. Any dispute concerning the Settlement Administrator's performance of its duties under this Agreement that the Parties cannot resolve through good-faith meet-and-confer efforts may be submitted to the Court for resolution. The Court shall retain jurisdiction over the implementation and enforcement of this Settlement until all obligations under the Settlement have been fully performed. Any amount of the Settlement Administration Costs not approved by the court shall be included in the Net Settlement Amount.

3.2. Data For Settlement Administrator. Within 21 calendar days of the Effective Date, Defendants shall provide to the Settlement Administrator with the PAGA Group Data. If the deadline falls on a Saturday, Sunday, or Holiday, then it shall extend to the next business day.

3.3. Confidentiality of Contact Information and Data. The contact information is being provided confidentially, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement, and it shall not be shared with Plaintiff's Counsel. The Settlement Administrator shall return the data to Defendants or confirm its destruction upon completion of the Settlement Administrator's duties in administering the Settlement.

4. DISTRIBUTION OF SETTLEMENT PROCEEDS

4.1. Gross Settlement Amount. Defendants agree to pay a maximum of $135,000.00 toward the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Section 4.8 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment.

4.1.1. Escalator Clause. Defendants' represented that PAGA Members worked 4,193 pay periods from the start of the PAGA Period through June 16, 2026, as reflected in the

employee and pay period data exchanged by the Parties before mediation. If the total number of pay periods included within the PAGA Period, as defined herein, exceeds 4,800 pay periods, then Defendants may elect at their exclusive option one of the following: (1) elect to increase the Gross Settlement Amount in proportion to the increased amount over 4,800 pay periods by a pro rata amount (for example, if the total pay periods in the PAGA Period is 5,800 (1,000 higher than the allowable buffer), Defendants may elect to contribute an additional $32,000 [$32 x 1,000 pay periods] to have the release run the entire PAGA Period, or (2) elect to end the PAGA Period on the date where the number of pay periods at issue does not exceed 4,800, or any other date up to the date of Court Approval that may result in a partial increase.

4.2. Attorneys' Fees and Costs. Plaintiff's Counsel intends to request—and Defendants agree not to oppose (as long as they do not exceed the amounts detailed herein) —that the Court approve Plaintiff's Counsel's Fees and Litigation Expenses Payments for (a) attorneys' fees in the amount up to one-third (33 1/3%) of the Gross Settlement Amount ($45,000.00); and (b) costs supported by adequate documentation by Plaintiff's Counsel, currently estimated not to exceed $10,000. Except as provided in this Settlement and to be paid from the Gross Settlement Amount as approved by the Court, Defendants shall have no liability for any other attorneys' fees or costs. The Settlement Administrator will pay Plaintiff's Counsel's Fees and Litigation Expenses Payments using one or more IRS 1099 Forms. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on these payments and agrees to hold Defendants and Released Parties harmless and indemnify Defendants and Released Parties from any dispute or controversy regarding any division or sharing of any of these Payments.

4.2.1. Approval of Attorneys' Fees and Costs Award. If the Court does not approve or approves only a lesser amount than that requested by Plaintiff's Counsel for Plaintiff's Counsel's Fees Payment or Plaintiff's Counsel's Litigation Expenses Payment, the other terms of this Settlement shall still apply. The Court's refusal to approve the attorneys' fees or costs award requested by Plaintiff's Counsel does not give Plaintiff or Plaintiff's Counsel any basis to abrogate the Settlement. Any amount of an attorneys' fees and costs award requested by Plaintiff's Counsel

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but unapproved by the Court shall be allocated to the Net Settlement Amount.

4.2.2. Timing of Payment of Attorneys' Fees and Costs. The Settlement Administrator shall pay to Plaintiff's Counsel any approved attorneys' fees and costs award within 30 calendar days after Defendants deposit the Gross Settlement Amount into the QSF. The Settlement Administrator shall issue an Internal Revenue Service Form 1099 to Plaintiff's Counsel for any attorneys' fees and costs award payment. Plaintiff's Counsel shall be solely and legally responsible for paying all applicable taxes on any attorneys' fees and costs award payments and shall indemnify and hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

4.3. **Service Award.** Plaintiff's Counsel intends to request—and Defendants agree not to oppose (as long as they do not exceed the amounts detailed herein) —that the Court approve a Service Award of up to $7,500.00 for Plaintiff, and such payment shall not be subject to payroll taxes or withholdings. Any Service Award is in addition to Plaintiff's Individual Settlement Payment. The Service Award approved by the Court will be paid from the Gross Settlement Amount. The Settlement Administrator will pay Plaintiff the Service Award using an IRS 1099 Form. Plaintiff assumes full responsibility and liability for taxes owed on the payments received from this Agreement and agrees to hold Defendants and Released Parties harmless and indemnify Defendants and Released Parties from any dispute or controversy regarding payments received.

4.3.1. Approval of Service Award. If the Court does not approve or approves only a lesser Service Award amounts than that requested by Plaintiff's Counsel, the other terms of this Settlement shall apply. The Court's refusal to approve the Service Award requested by Plaintiff's Counsel is not considered a material modification to the settlement and does not give the Plaintiff or Plaintiff's Counsel any basis to abrogate the Settlement. Any amount of a Service Award requested by Plaintiff's Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

4.3.2. Timing of Service Awards. The Settlement Administrator shall pay to Plaintiff any approved Service Awards within 30 calendar days after Defendants deposit the Gross Settlement Amount into the QSF. The Settlement Administrator shall issue an IRS Form 1099 to

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Plaintiff for any Service Awards. Plaintiff shall be solely and legally responsible for paying all applicable taxes on any Service Awards and shall indemnify and hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

4.4. Settlement Administration Costs. The Parties shall request, and Defendants agree not to oppose, approval of Settlement Administration Costs in an amount not to exceed $5,000, except for a showing of good cause and as approved by the Court. The Settlement Administration Costs approved by the Court will be paid from the Gross Settlement Amount. To the extent the Settlement Administration Costs are less or the Court approves payment less than $5,000, the remainder shall be added to the Net Settlement Amount. Upon completion of administration of the settlement set forth in this Settlement, the Settlement Administrator shall provide written certification of such completion to Plaintiff's Counsel and Defendants' Counsel.

4.4.1. Timing of Settlement Administration Costs Payment. The Settlement Administrator shall deduct any approved Settlement Administration Costs within 30 calendar days after Defendants deposit the Gross Settlement Amount into the QSF.

4.5. LWDA Payment. The Parties will seek approval from the Court for an LWDA Payment consisting of sixty-five percent (65%) of the Net Settlement Amount as the LWDA's share of the Settlement pursuant to PAGA. The remaining thirty-five percent (35%) of the Net Settlement Amount will constitute the PAGA Fund for distribution to PAGA Members (the Individual Settlement Payments).

4.5.1. Timing of LWDA Payment. The Settlement Administrator shall issue the LWDA Payment to the LWDA no later than 21 calendar days after Defendants deposit the Gross Settlement Amount into the QSF.

4.6. Distribution to PAGA Members. The Settlement Administrator will calculate each Individual Settlement Payment by (a) dividing the amount of the PAGA Members' 35% share of the Net Settlement Amount by the total number of PAGA Period Pay Periods for all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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4.7. Individual Settlement Payments.

4.7.1. Payroll Records. Defendants' payroll records shall be determinative for purposes of calculating the number of pay periods that each PAGA Member worked during the PAGA Period.

4.7.2. Timing of Individual Settlement Payment and Mailing. The Settlement Administrator shall issue the checks constituting the Individual Settlement Payments no later than 21 calendar days after Defendants deposit the Gross Settlement Amount into the QSF. The Administrator will issue checks for the Individual Settlement Payments and send them to the PAGA Members via First Class U.S. Mail, postage prepaid. The Administrator shall distribute each Individual Settlement Payments along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "**Exhibit A**." The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.7.3. Tax Treatment of Individual Settlement Payment. Individual Settlement Payments will be characterized as non-wage related consideration for the Released PAGA Claims and penalties, and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual PAGA Payments will be reported on an IRS Form 1099, as required by the IRS.

4.7.4. Undeliverable or Uncashed Checks. Any settlement checks distributing Individual Settlement Payments returned to the Settlement Administrator as undeliverable shall be sent within 5 calendar days via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address using a single computer skip-trace search, and it shall then perform a re-mailing within 5 calendar days. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, requested by the PAGA Member prior to the void date The amount of any Individual Settlement Payments that remain undeliverable or uncashed

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180 calendar days after the postmarked date of the initial mailing of the Individual Settlement Payments shall be transmitted by the Settlement Administrator to the California Controller's Unclaimed Property Fund in the name of the PAGA Member. Without revealing identity to Plaintiff's Counsel, the Settlement Administrator shall notify Plaintiff's Counsel and Defendants' Counsel of any undeliverable checks.

4.8. Final Funding of Gross Settlement Amount. Defendants shall deposit the Gross Settlement Amount into the Qualified Settlement Fund (QSF) established by the Settlement Administrator within 21 calendar days after the Effective Date. If the deadline falls on a Saturday, Sunday, or Holiday, then it shall extend to the next business day.

4.9. Tax Payment Considerations. Plaintiff, Plaintiff's Counsel, Defendants, and Defendants' Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff and PAGA Members are not relying on any statement, representation, or calculation by Defendant, Defendant's Counsel, the Settlement Administrator, or Plaintiff's Counsel in this regard. Plaintiff and PAGA Members understand and agree that Plaintiff and PAGA Members will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiff and PAGA Members should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement**.**

4.9.1. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS

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AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

4.10. No ERISA or General Benefit Impact. None of the payments made pursuant to the Settlement shall be considered for purposes of determining eligibility for, vesting or participation in, or contributions to any benefit plan provided by Defendants, including, without limitation, all plans subject to the Employee Retirement and Income Security Act of 1974 ("ERISA"). Any distribution of payments to Plaintiff or PAGA Members shall not be considered as a payment of wages or compensation under the terms of any applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the amount of any past or future contribution to, or level of benefits under any applicable benefit plan. Any amounts paid will not impact or modify any previously credited hours of service or compensation taken into account under any benefit plan sponsored or contributed to by Defendants or any jointly-trusteed benefit plan. For purposes of this Settlement, "benefit plan" means each and every "employee benefit plan," as defined in 29 U.S.C. Section 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation,

severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy.

5. RELEASES

5.1. Released PAGA Claims. Upon the Effective Date, Plaintiff, on behalf of herself and as a proxy for the State of California and LWDA, and all PAGA Members fully, finally and forever release, settle, compromise, relinquish, and discharge Defendants and the Released Parties of all civil penalties assertable under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints and PAGA Notices during the PAGA Period including, but not limited to, the specifically Released PAGA Claims identified in the definition section of this Agreement. This release shall not impact the Parties abilities to enforce this Agreement. PAGA Members may not opt out of the Released PAGA Claims and there will be no claim process for PAGA Members to receive their Individual PAGA Payment. The Parties intend and agree that the Approval Order and the Judgment entered as a result of this Settlement shall have *res judicata* and preclusive effect to the fullest extent allowed by law.

5.2 No Admission of Liability. By entering into this Settlement, Defendants in no way admit any violation of law or any liability whatsoever to Plaintiff, the PAGA Members, or the LWDA, individually or collectively, and expressly deny all such liability. Neither this Settlement, nor any other Settlement documents, shall be offered in any case or proceeding as evidence of any admission by Defendants of any liability on any claim for damages, penalties, restitution, or any other relief. Likewise, by entering into this Settlement, Defendants in no way admit to the suitability of this case for representative litigation, other than for purposes of Settlement. Rather, Defendants enter into this Settlement to avoid further protracted litigation and to resolve and to settle all disputes with the PAGA Members. The Parties understand and agree that this Settlement shall be inadmissible for any purpose in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Settlement. The Parties agree that, to the extent permitted by law, this Settlement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Settlement.

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6. SETTLEMENT APPROVAL PROCEDURE

6.1. Settlement Approval. Plaintiff's Counsel will prepare and file a motion for approval of this Settlement Agreement and Settlement of this Action. The filing shall set forth the basis for the Gross Settlement Amount and explain why the Settlement is fair, reasonable, and adequate in light of the facts, the disputed claims, the risks of further litigation, and applicable law. Plaintiff's Counsel shall provide a copy of the moving papers for approval including, but not limited to, the proposed order, to Defense Counsel at least three (3) days before filing the same to allow Defense Counsel an opportunity to comment. If the Parties disagree on any aspect of the proposed Motion for Approval and/or the supporting declarations and documents, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting by telephone or email, and in good faith, to resolve the disagreement. If the Court does not grant Approval or conditions Approval on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting by telephone or email, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. However, no party shall be obligated to consent to any material change in the Agreement, whether or not such material change is caused or requested by the Court. The Court's reduction of the Service Award or Settlement Administration Costs and reallocation of the same to the Net Settlement Amount shall not be considered a material change to this Agreement. While Plaintiff's Counsel retains the right to appeal a reduction of his Plaintiff's Counsel's Fees Payment or Plaintiff's Counsel's Litigation Expenses Payment, upon final resolution of any such appeal, any reduction that remains in effect shall not provide a basis to abrogate the Settlement, and any unapproved portion shall be allocated to the Net Settlement Amount. Plaintiff's Counsel is responsible for delivering this Settlement Agreement and the Court's Approval Order to the Administrator. Pursuant to California Labor Code § 2699(s)(1)-(3), Plaintiff's Counsel shall notify the LWDA of: (1) the Operative Complaint; (2) the Settlement at the same time that the Settlement Agreement is submitted to the Court; and (3) the Court's Approval Order or Judgment (within 10 days after entry of the same).

6.2. Effect of Failure to Obtain Approval. If the Court declines to approve this Settlement, and the Parties are unable to agree upon a revised settlement as detailed above, the

Action shall proceed as though no settlement had been reached. In that event, neither this Settlement nor any negotiations relating to it shall be admissible or otherwise used for any purpose in the Action. Defendants retain the right to seek to compel arbitration, contest whether appropriate defendants are named, contest whether any aspect of the Action should be maintained as a representative action, contest the merits of the claims asserted in the Action, and assert any of its defenses. If the Court declines to approve this Settlement, Plaintiff retains all rights, including the right to oppose any motion to compel arbitration.

6.3. Entry of Judgment and Continuing Jurisdiction of the Court. Upon issuance of the Approval Order, the Parties shall request that the Court enter Judgment in the case. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

6.4. Effect of Failure to Obtain Judgment. In the event the Court fails to enter Judgment in accordance with this Settlement, or such final judgment is vacated or reversed, the Action shall proceed as if no settlement had been attempted, unless the Parties jointly agree to seek reconsideration or appellate review of the ruling or Court approval of a renegotiated settlement. Defendants retain the right to contest whether any aspect of the Action should be maintained as a representative action, or to contest the merits of the claims being asserted by Plaintiff or the LWDA in the Action.

6.5. Waiver of Appeal Rights. The Parties agree to waive any and all rights they may have to appeal any judgment, ruling, or order made by the Court in this Action, including, without limitation, any order granting approval of this Settlement or dismissing the Action with prejudice. Except, however, that Plaintiff or Plaintiff's Counsel may appeal any reduction in the attorney's fee award below the amount requested by Plaintiff's Counsel, and either party may appeal any order that materially alters the terms of the Settlement, not including as provided by section 4.1.1 herein. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. In the event an appeal is filed from the Approval Order

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or Judgment by a party authorized to pursue such appeal under this Settlement or applicable law, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended pending final resolution of the appeal. (See Effective Date definition.)

7. MISCELLANEOUS

7.1. Interim Stay of Proceedings. The Parties agree to refrain from further litigation, except such proceedings necessary to implement and to obtain an Approval Order of the terms of the Settlement. If the Settlement is not finally approved, the Parties agree that they will revert to their positions in the lawsuit prior to the time the Settlement was reached, and no agreements set forth in this Settlement or any documents generated or orders issued related to the Settlement will be admissible in any future proceeding in this or any other action**.**

7.2. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Settlement and are fully authorized to bind the Parties to all terms stated herein.

7.3. Entire Agreement. This Settlement, which includes the Definitions, Recitals, constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Settlement.

7.4. Materiality of Terms. The Parties have arrived at this Settlement as a result of arm's-length negotiations. Except as otherwise stated in this Settlement, all terms and conditions of this Settlement in the exact form set forth in this Settlement are material to this Settlement and have been relied upon by the Parties in entering into this Settlement.

7.5. Counterparts. This Settlement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one signed Settlement, which shall be binding upon and effective as to all Parties.

7.6. Facsimile or Scanned Signatures. Any party may sign and deliver this Settlement by signing on the designated signature block and transmitting that signature page via facsimile or as an attachment to an e-mail to counsel for the other party. Any signature made and transmitted by facsimile or as an attachment to an e-mail for the purpose of executing this Settlement shall be

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deemed an original signature for purposes of this Settlement and shall be binding upon the party who transmits the signature page.

7.7. Waivers and Modifications to Be in Writing. This Settlement may be only amended or modified by a written instrument signed by counsel for the Parties and approved by the Court. No rights under this Settlement may be waived except in writing.

7.8. Construction. The determination of the terms and conditions of this Settlement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Settlement, and the terms and conditions of this Settlement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

7.9. Captions. The captions or headings of the sections and paragraphs of this Settlement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Settlement.

7.10. Invalidity of Any Provision. Before declaring any provision of this Settlement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to render all provisions of this Settlement valid and enforceable.

7.11. Further Acts and Cooperation Between the Parties. The Parties shall cooperate fully with each other and shall use their best efforts to promptly obtain the Court's approval of this Settlement and all of its terms. Each of the Parties, upon the request of another, agrees to perform such further acts and to execute and to deliver such other documents as are reasonably necessary to carry out the provisions of this Settlement.

7.12. Neutral Employment Reference. If Defendants receive a request from a prospective employer regarding Plaintiff's employment with Defendants, Defendants shall provide a neutral employment reference limited to confirming Plaintiff's dates of employment and last position held. Defendants shall instruct personnel responsible for responding to employment verification or reference requests to provide only such information.

7.13. No Prior Assignments or Undisclosed Liens. Plaintiff and Plaintiff's Counsel represent and warrant that they have not assigned, transferred, conveyed, or otherwise disposed of

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any Released Claims or the attorneys' fees and costs award pursuant to this Settlement. Plaintiff and Plaintiff's Counsel further represent and warrant that there are not any liens or claims against any of the amounts to be paid by Defendants pursuant to this Settlement. Plaintiff and Plaintiff's Counsel agree to defend, to indemnify, and to hold Defendants harmless from any loss resulting from a breach of these representations.

7.14. No Tax Advice. Neither Plaintiff's Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

7.15. Confidentiality and No Media Announcements or Publicity. Plaintiff, Plaintiff's Counsel, Defendants, and Defendants' Counsel shall not publicize the Settlement in any manner including, but not limited to, in advertising, marketing materials, press releases, or social media postings. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Plaintiff, Plaintiff's Counsel, Defendants, and Defendants' Counsel agree not to disseminate this Settlement, operative complaint(s), and the PAGA letters to the media, or publish these documents or details relating to the same on any websites, blogs, social media, and/or online platforms. Plaintiff's Counsel and Defendants' Counsel may not publicize this Settlement Agreement or use it for advertising purposes. Exceptions to the obligation of confidentiality in this section are: (i) disclosures necessary to comply with the law, judicial process, or for financial planning or tax preparation purposes; (ii) to obtain, seek, and maintain approval of this settlement in court and as is necessary to provide settlement information to PAGA Members, and (iii) if any party seeks to enforce any term or condition of this Agreement against any other party. Nothing herein shall prevent Plaintiff's Counsel from communicating with and fulfilling its obligations to PAGA Members.

7.16. Continuing Jurisdiction. The Court shall retain jurisdiction pursuant to Code of Civil Procedure section 664.6 over the implementation of this Settlement as well as any and all matters arising out of, or related to, the implementation of this Settlement. The Court shall not have

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jurisdiction to modify the terms of the Settlement without the consent of all of the Parties. Should either party be required to enforce the terms of this Settlement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

7.17. Governing Law. This Settlement was made and entered into in the State of California. All terms of this Settlement shall be governed by and interpreted according to the laws of the State of California.

7.18. Use and Return of Aggrieved Employee Data. Information and documents provided to Plaintiff's Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Member Data provided to Plaintiff's Counsel by Defendant(s) in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or California Rules of Court rule.

7.19. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

SO AGREED AND STIPULATED.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

DATED: Sep 22, 2026, 2026

PLAINTIFF GURPREET SANGHA

Gurpreet Sangha

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DATED: _____, 2026

DEFENDANT PACIFIC CARE SALIDA, LLC

_____

Name:
Its:

DATED: _____, 2026

DEFENDANT PACIFIC CARE FACILITIES, LLC

_____

Name:
Its:

DATED: _____, 2026

DEFENDANT PACIFIC CARE II INC.

_____

Name:
Its:

APPROVED AS TO FORM AND ACKNOWLEDGED AS TO SECTIONS 7.15 AND 7.18:

DATED: Sept. 25, 2026

GREG TAYLOR LAW APC

By:_____

Greg Taylor
Attorney for Plaintiff Gurpreet Sangha

APPROVED AS TO FORM AND ACKNOWLEDGED AS TO SECTIONS 7.15:

DATED: _____, 2026

SAGASER, WATKINS & WIELAND PC

By:_____

Justin Donner
Samantha Kandarian
Attorneys for Defendants Pacific Care Salida, LLC, Pacific Care Facilities, LLC, and Pacific Care II Inc.

[EXHIBIT A ON NEXT PAGE]

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DATED: 10/8/2026, 2026

DEFENDANT PACIFIC CARE SALIDA, LLC

Navneet Gill (Oct 8, 2026 10:10:09 PDT)

Name:
Its:

DATED: Oct 8, 2026, 2026

DEFENDANT PACIFIC CARE FACILITIES, LLC

Talwinderdeep Kahlon (Oct 8, 2026 13:01:30 PDT)

Name:
Its:

DATED: 10/08/0206, 2026

DEFENDANT PACIFIC CARE II INC.

Navneet Gill (Oct 8, 2026 10:10:09 PDT)

Name:
Its:

APPROVED AS TO FORM AND ACKNOWLEDGED AS TO SECTIONS 7.15 AND 7.18:

DATED: _____, 2026

GREG TAYLOR LAW APC

By:_____
Greg Taylor
Attorney for Plaintiff Gurpreet Sangha

APPROVED AS TO FORM AND ACKNOWLEDGED AS TO SECTIONS 7.15:

DATED: 10/08/2026, ~~2026~~

SAGASER, WATKINS & WIELAND PC

By:_____
Justin Donner
Samantha Kandarian
Attorneys for Defendants Pacific Care Salida, LLC, Pacific Care Facilities, LLC, and Pacific Care II Inc.

[EXHIBIT A ON NEXT PAGE]

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EXHIBIT A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: Individual PAGA Payment from *Gurpreet Sangha v. Pacific Care Salida, LLC, et al.,* Stanislaus County Superior Court Case No. CV-25-011178

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual PAGA Payment"). This check is your payment from the settlement of a lawsuit entitled Gurpreet Sangha v. Pacific Care Salida, LLC, et al., Case No. CV-25-011178 ("Action"), filed in the Superior Court of California for the County of Stanislaus ("Court").

The lawsuit was brought by Gurpreet Sangha ("Plaintiff"), who alleges she is a former employee of Pacific Care Salida, LLC, Pacific Care Facilities, LLC, and Pacific Care II Inc. ("Defendants"). The lawsuit was brought on behalf of herself, the State of California, and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). Plaintiff alleged that Defendants violated Labor Code provisions.

Defendants deny these allegations and deny any wrongdoing of any kind.

A settlement was reached between Plaintiff and Defendants, on behalf of Plaintiff, the State of California, and the following Aggrieved Employees: all of Defendants' nonexempt employees in California at any time from September 5, 2024 to _____, 2026 (the date of Court Approval). You are receiving a portion of the settlement (the enclosed Individual PAGA Payment check) because you have been identified as an Aggrieved Employee. Because this is a PAGA settlement, Aggrieved Employees may not opt out of the Settlement or the Released Claims. You will not be retaliated against by Defendants for cashing your check.

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the Aggrieved Employees. Your Individual PAGA Payment is based pro rata on the total number of pay periods that you worked as an Aggrieved Employee during the PAGA Period. The Individual PAGA Payment is provided in consideration for the PAGA release obtained, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.
By way of the settlement, you will be deemed to release Defendants Pacific Care Salida, LLC, Pacific Care Facilities, LLC, and Pacific Care II Inc., and each of their individual or collective former, present, or future parents, subsidiaries, affiliated entities, commonly owned or controlled entities, owners, board members, officers, directors, trustees, shareholders, members, partners, employees, agents, insurers, attorneys, representatives, heirs, executors, administrators, successors and assigns, or any individual or entity to whom liability for the Released Claims, as defined herein, could be assigned pursuant to Labor Code §558.1, or on a joint-employer, alter-ego, or other vicarious liability theory (the "Released Parties") of all claims alleged in the operative complaints or filings with the LWDA, or which could have been alleged based on the facts, allegations, and legal theories raised in them, and which arose during PAGA Period, as applicable to the specific claim. Without limiting the foregoing, Released Claims shall include any and all claims for civil

SAGASER, WATKINS & WIELAND PC
ATTORNEYS AT LAW
5260 North Palm Avenue, Suite 400
Fresno, California 93704
Telephone: (559) 421-7000

penalties or causes of action arising under and/or assertable under PAGA regarding: unpaid wages, including but not limited to failure to pay minimum wages, straight time wages, or overtime or double overtime compensation at all or the correct rate of pay; invalid alternative workweek schedule; failure to timely pay regular or final wages during or at the end of employment; failure to provide compliant meal or rest periods; failure to pay premiums at all or at the correct rate for any violation of meal or rest periods; invalid meal period waivers or on-duty meal period agreements; failure to reimburse for necessary business expenditures including, but not limited to, use of cell phones or other electronic devices; failure to pay for all hours worked including, but not limited to, theories pertaining to off-the-clock work; failure to issue, provide, or keep accurate and compliant wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records or records required by law; failure to maintain compliant policies; and any and all related penalties, including recordkeeping penalties, wage statement penalties, minimum wage penalties, waiting time penalties, and other statutory or civil penalties associated with any of the foregoing ("Released Claims") to the extent they were alleged in, or are fairly encompassed by, the facts, allegations, and legal theories set forth in Plaintiff's LWDA notice or the operative complaint. Further, such Released Claims shall include all violations that can provide standing for a PAGA claim as outlined at Labor Code Section 2699.5 (including, but not limited to, Labor Code Sections 201-204, 204c, 210, 218.5-218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510, 511, 512, 516, 551, 552, 558, 558.1, 1174-1174.5, 1182.12, 1194, 1194.2, 1197-1198.3, 1198.5, 1199, 2699, 2802-2804, and the associated wage orders, and Labor Code Section 2698 et. seq. itself), to the extent such violations were alleged in, or are fairly encompassed by, the facts, allegations, and legal theories set forth in Plaintiff's LWDA notice or the operative complaint.

The Parties intend that this release be construed as broadly as possible. The release excludes the release of claims not permitted by law.

The Parties intend and agree that the Approval Order and the Judgment entered as a result of this Settlement shall have *res judicata* and preclusive effect to the fullest extent allowed by law.

Your Individual PAGA Payment check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual PAGA Payment will be cancelled and the funds will be transmitted to the California Controller's Unclaimed Property Fund in your name.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.

If needed, the Contact information of legal counsel involved in this case is as follows:

Defendant's Counsel
Justin G. Donner, State Bar No. 3165047
Samantha M. Kandarian, State Bar No. 361861
SAGASER, WATKINS & WIELAND, PC
52600 North Palm Ave., Suite 400
Telephone: (559) 421-7000
Email: justin@sw2law.com; samantha@sw2law.com

Plaintiff's Counsel
Greg Taylor
GREG TAYLOR LAW APC
3101 Ocean Park Blvd, Ste 100
Santa Monica, CA 90405
Phone: (310) 299-9445
Email: greg@gtaylorlaw.com

EXHIBIT 2

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Aggrieved Members	219
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	219
Subtotal Admin Only	**$4,000.00**

Not-to-Exceed Total $4,000.00

For 219 Aggrieved Members

Pricing Good for Scope of Estimate Only

August 4, 2026

Case: TBD PAGA Administration

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Greg Taylor
Firm: GREG TAYLOR LAW APC
Contact Number: (310) 299-9445
Email: greg@gtaylorlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on **219** Agreevied Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$125.00	1	$125.00
Programming Database & Setup	$125.00	1	$125.00
Toll Free Setup*	$39.44	1	$39.44
Call Center & Long Distance	$1.95	13	$25.35
NOCA	$25.00	1	$25.00
		Total	**$339.79**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$125.00	2	$250.00
Data Merge & Duplication Scrub	$0.35	219	$76.65
Notice and Check Packet	$1.25	219	$273.75
Estimated Postage (up to 1 oz.)*	$0.79	219	$173.01
		Total	**$773.41**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$50.00	2	$100.00
Skip Tracing Undeliverables	$2.00	22	$43.80
Remail Notice Packets	$2.00	22	$43.80
Estimated Postage	$0.79	22	$17.30
Programming Undeliverables	$50.00	1	$50.00
		Total	**$254.90**

Database Programming			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$125.00	1	$125.00
Case Manager	$85.00	2	$170.00
		Total	**$295.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	2	$250.00
Disbursement Review	$125.00	2	$250.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$100.00	1	$100.00
Check Run Setup & Printing	$125.00	2	$250.00
		Total	**$1,040.00**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$125.00	2	$250.00
Remail Undeliverable Checks (Postage Included)	$2.00	11	$21.90
Case Associate	$50.00	2	$100.00
Reconcile Uncashed Checks	$75.00	4	$300.00
Conclusion Reports	$100.00	1	$100.00
Case Manager Conclusion	$75.00	1	$75.00
Final Reporting & Declarations	$100.00	1	$100.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	$350.00	1	$350.00
		Total	**$1,296.90**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total: $4,000.00

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 3

EXHIBIT 3

Itemization of Actual and Anticipated Litigation Costs

Date	Item/Description	Cost
9/5/25	LWDA filing fee - PAGA Notice submission	$75.00
11/12/25	One Legal e-filing	$473.80
11/22/25	Personal service of Summons and Complaint on three Defendants	$150.00
11/28/25	One Legal e-filing	$23.63
3/23/26	One Legal e-filing	$24.73
4/2/26	vCourt remote appearance fee	$37.35
6/8/26	One Legal e-filing	$24.73
6/9/26	Mediation fee - Joshua Konecky, Esq.	$7,500.00
6/19/26	vCourt remote appearance fee	$37.35
8/5/26	One Legal e-filing	$18.58
8/11/26	One Legal e-filing	$46.46
9/3/26	One Legal e-filing	$24.73
	Costs incurred through October 20, 2026	**$8,436.36**
10/21/26	One Legal e-filing (estimated)	$83.89
11/13/26	vCourt remote appearance fee (estimated)	$37.35
	Estimated additional costs	**$121.24**
	Total actual and anticipated costs	**$8,557.60**

EXHIBIT 4

EXHIBIT 4

From: **LWDA DO NOT REPLY** lwdadonotreply@dir.ca.gov
Subject: Thank you for submission of your PAGA Case.
Date: September 5, 2025 at 5:34 PM
To: greg@gtaylorlaw.com

LR

9/5/2025

LWDA Case No. LWDA-CM-1123478-25
Law Firm : Greg Taylor Law
Plaintiff Name : Gurpreet Sangha
Employer: Pacific Care Facilities, LLC
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: https://www.dir.ca.gov/dosh/complaint.htm

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 5

EXHIBIT 5

GREG TAYLOR LAW
3101 Ocean Park Blvd Ste 100
Santa Monica, CA 90405
(310) 299-9445

September 5, 2025

Via Online Filing (at https://dir.govfa.net/411)

California Labor & Workforce Development Agency
Attn: PAGA Administrator
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

***Re*: Notice of Gurpreet Sangha's Claims Against Pacific Care Facilities**

To Whom It May Concern:

This letter serves as written notice under Labor Code § 2699.3 of Gurpreet Sangha's claims against her former employer, Pacific Care Facilities, LLC, Pacific Care Salida, LLC, Pacific Care II Inc., and all affiliated entities ("Employer" or "Pacific Care Facilities"). Specifically, Ms. Sangha alleges as follows:

1. Employer violated Labor Code § 2802 by failing to reimburse Ms. Sangha and other aggrieved employees for necessary business expenses incurred in direct connection with their job duties. Specifically, Employer required employees to use their personal cell phones to clock in and out using a mobile phone app as well as to communicate with supervisors and other personnel, without reimbursement. These unlawful conditions further constitute a violation of Labor Code § 1198.

2. Employer failed to provide Ms. Sangha and other aggrieved employees with legally compliant, duty-free meal periods, in violation of Labor Code §§ 226.7, 512, and Industrial Welfare Commission Wage Orders—including Wage Order No. 5, § 11. Specifically, Employer maintained and implemented a uniform policy and practice of failing to provide timely first meal periods, failing to relieve employees of all duty during their meal periods, and discouraging or prohibiting employees from leaving the premises during those breaks. In addition, employees were not consistently provided meal periods of at least thirty minutes in duration. As a result, Ms. Sangha and other similarly aggrieved employees were denied required meal periods or premium compensation in lieu thereof. These unlawful conditions further constitute a violation of Labor Code § 1198.

3. Employer failed to authorize and permit Ms. Sangha and other aggrieved employees to take compliant rest breaks, in violation of Labor Code § 226.7 and Industrial Welfare Commission Wage Orders—including Wage Order No. 5, § 12. Specifically, Employer maintained and implemented a uniform policy and practice of failing to consistently authorize and permit employees to take timely rest periods, failing to relieve employees of all duty during their rest periods, and discouraging or prohibiting employees from leaving the premises during those breaks. In addition, employees were not consistently provided rest periods of at least 10 minutes in duration. Further, Employer instructed employees to clock out during rest breaks, which are required by law to be paid, thereby discouraging

employees from taking them and failing to provide proper compensation. As a result, Ms. Sangha and other similarly aggrieved employees were denied lawful rest breaks or premium wages in lieu thereof. These unlawful conditions further constitute a violation of Labor Code § 1198.

4. Employer failed to pay Ms. Sangha and other aggrieved employees minimum wages for all hours worked in violation of Labor Code §§ 1194 and 1197, and Industrial Welfare Commission Wage Orders—including Wage Order No. 5, § 4. Specifically, Employer implemented inaccurate and unlawful timekeeping practices—including automatically clocking out employees and clocking them back in shortly after—and required or permitted employees to work while clocked out for breaks, all of which resulted in off-the-clock work and the underreporting of compensable time. As a result, Ms. Sangha and other similarly aggrieved employees were not paid all minimum wages earned. These unlawful conditions further constitute a violation of Labor Code § 1198.

5. Employer failed to pay Ms. Sangha and other aggrieved employees overtime wages at the correct rate for all hours worked in excess of the standard shift in a workday or forty hours in a workweek, in violation of Labor Code §§ 510 and 1194, and Industrial Welfare Commission Wage Orders—including Wage Order No. 5, § 3. Specifically, Employer implemented inaccurate and unlawful timekeeping practices—including automatically clocking out employees and clocking them back in shortly after—and required or permitted employees to work while clocked out for breaks, all of which resulted in off-the-clock work and the underreporting of overtime hours. As a result, Ms. Sangha and other similarly aggrieved employees were not paid all overtime compensation earned. These unlawful conditions further constitute a violation of Labor Code § 1198.

6. Employer violated Labor Code § 204 by failing to pay Ms. Sangha and other aggrieved employees all wages earned during the applicable pay period on the employees' regular payday. Specifically, Employer implemented inaccurate and unlawful timekeeping practices—including automatically clocking out employees and clocking them back in shortly after—and required or permitted employees to work while clocked out for breaks, all of which resulted in off-the-clock work and the underreporting of compensable time. As a result, Ms. Sangha and other aggrieved employees were not timely paid all wages earned during the pay period, including minimum wages and overtime compensation, in violation of Labor Code § 204 and applicable Industrial Welfare Commission Wage Orders.

7. Employer willfully failed to pay all earned wages to Ms. Sangha and other aggrieved employees upon separation from employment, in violation of Labor Code §§ 201 and 202. Specifically, Employer maintained a practice of failing to timely pay full wages owed—including wages unlawfully withheld as a result of Employer's inaccurate and unlawful timekeeping practices—and failing to provide all owed compensation within the time limits prescribed by Labor Code §§ 201 and 202. As a result, Employer is liable for waiting time penalties under Labor Code § 203 for each day earned wages remained unpaid, up to thirty (30) days.

8. Employer violated Labor Code § 226(a) by providing Ms. Sangha and other aggrieved employees with inaccurate wage statements that failed to reflect all wages earned,

including unpaid overtime and premium wages resulting from its inaccurate and unlawful timekeeping and break policies. Additionally, during some pay periods, Employer failed to provide any wage statements to Ms. Sangha and other aggrieved employees. These unlawful conditions further constitute a violation of Labor Code § 1198.

9. Employer failed to maintain accurate and complete records for Ms. Sangha and other aggrieved employees, in violation of Labor Code § 1174(d). Specifically, Employer maintained a practice of failing to maintain accurate records—including records reflecting business expenses incurred by employees in the course of their job duties. Employer also failed to maintain accurate records of hours worked and overtime earned due to inaccurate timekeeping records. These systemic failures to maintain required employment records constitute violations of Labor Code § 1174(d).

10. Employer's violations of the Labor Code and applicable Industrial Welfare Commission Wage Orders, including the failure to pay overtime wages, provide compliant meal and rest periods, and maintain accurate records of hours worked, also constitute violations of Labor Code § 558, which authorizes civil penalties for violations of any provision regulating hours and days of work.

These violations affected not only Ms. Sangha, but also other current and former non-exempt employees who were employed by Pacific Care Facilities, including but not limited to those who worked at skilled nursing facilities operated or managed by Employer throughout California. Accordingly, Ms. Sangha intends to bring PAGA claims on behalf of herself, former employees and current employees who were and are subjected to these Labor Code violations.

Pursuant to Labor Code § 2699.3, this letter is being simultaneously submitted online to the LWDA and served by certified U.S. mail on Employer at the addresses listed below.

Employer Addresses:

Pacific Care Facilities, LLC
Attn: Legal / HR Department
5412 Kiernan Ave
Salida, CA 95368

Pacific Care Salida, LLC
Attn: Legal / HR Department
5404 Kiernan Ave
Salida, CA 95368

Pacific Care II Inc.
Attn: Legal / HR Department
1024 Jayhawk Way
Modesto, CA 95358

Please direct all future correspondence regarding this matter to our office. Thank you for your attention.

Sincerely,



Greg Taylor, Esq.
GREG TAYLOR LAW
Attorney for Gurpreet Sangha

EXHIBIT 6

EXHIBIT 6

From: **DIR PAGA Unit** no-reply@formassembly.com
Subject: Thank you for your Court Complaint Submission.
Date: November 18, 2025 at 8:05 PM
To: greg@gtaylorlaw.com

DU

11/18/2025 08:05:26 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 7

EXHIBIT 7

[Proof of LWDA Submission of PAGA Settlement Agreement and Unopposed Motion for Approval of PAGA Settlement]