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Attorney for Plaintiff VINCENT HERRERA, on behalf of himself and all "aggrieved employees" pursuant to Labor Code §2698 et seq.

[*Additional Counsel Listed on Signature Page(s)*]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

VINCENT HERRERA, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 et seq.;

Plaintiff,

vs.

INNOVATIVE INTEGRATED HEALTH, INC., a California corporation; and DOES 1-10, inclusive,

Defendants.

CASE NO.: BCV-24-103382

STIPULATION AND [PROPOSED] ORDER TO:

1) CONSOLIDATE RELATED CASES;

2) GRANT LEAVE TO FILE FIRST AMENDED COMPLAINT (CONSOLIDATED COMPLAINT); and

3) APPROVE PAGA SETTLEMENT

Assigned to the Honorable Gregory Pulskamp

Division J

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STIPULATION

IT IS HEREBY STIPULATED BY AND AMONG THE PARTIES AS FOLLOWS:

A. CONSOLIDATION OF RELATED CASES AND LEAVE TO FILE AMENDED COMPLAINT

1. On or about July 25, 2024, Plaintiff, Vincent Herrera ("**Herrera**"), a former employee of Defendant, Innovative Integrated Health, Inc., by and through counsel, filed with the California Labor & Workforce Development Agency ("**LWDA**") and served on Defendant a notice on behalf of himself and other Aggrieved Employees alleging violations of the California Labor Code and applicable Wage Orders by the Defendant. (Declaration of Amit Peery ("AP Decl.") at ¶3; Exhibit A to AP Decl.). The notice was filed and served pursuant to applicable provision of California's Private Attorneys General Act, California Labor Code sections 2698, et seq. (hereinafter, "**PAGA**").

2. On October 3, 2024, Herrera filed a Complaint against Defendant (the "***Herrera* Action**") seeking civil penalties based on the facts alleged in his PAGA Notice (AP Decl. at ¶4).

3. On or about August 9, 2024, another employee of the Defendant, Christine Taylor, by and through her separate counsel, filed with the LWDA and served on Defendant a PAGA notice of her own, on behalf of herself and other Aggrieved Employees, also alleging various violations of the California Labor Code and applicable Wage Orders by Defendant. (Declaration of Christine T. LeVu ("CTL Decl.") at ¶4; Exhibit A to CTL Decl.). The PAGA notices filed by Herrera and Taylor are referred to herein as the "**PAGA Notices**".

4. On November 12, 2024, Taylor filed a Complaint against Defendant (the "***Taylor* Action**"), also in the Kern County Superior Court, case number BCV-24-103864, seeking civil penalties based on the facts alleged in her PAGA Notice (CTL Decl. at ¶5).

5. Many of the alleged wage and hour violations that were asserted by Herrera in the *Herrera* Action were similar to those asserted by Taylor in the *Taylor* Action.

6. Accordingly, on February 4, 2025, Defendant's counsel filed a Notice of Related Case in both the *Herrera* Action and the *Taylor* Action notifying the Court that the two actions

involved the same parties and were based on the same or similar claims. (AP Decl. at ¶7; CTL Decl. at ¶6) Counsel for the Herrera, Taylor, and Defendant (collectively "**Parties**") all agree and stipulate that the two actions are indeed related cases.

7. As set forth with more particularity below, the Parties have reached a settlement agreement resolving all of their disputes subject of and related to the PAGA Notices and Actions.

8. The Parties have agreed and hereby stipulate that for purposes of approving and facilitating the settlement and, if ever need be, enforcing it, and to avoid duplication of judicial resources and inconsistent rulings with respect to same, it would be appropriate to consolidate the *Herrera* Action and *Taylor* Action into the *Herrera* Action as permitted by California Code of Civil Procedure §1048. (Settlement Agreement ¶6.1)

9. Accordingly, the Parties hereby stipulate to and request that the Court order the *Herrera* Action and *Taylor* Action consolidated into one, into the *Herrera* Action.

10. In addition, the Parties have agreed and hereby stipulate to the Court granting leave to file the First Amended Representative Action Complaint for Penalties Under California Labor Code 2698 et seq ("First Amended Complaint") attached hereto as Exhibit A (also attached to the Settlement Agreement as Exhibit C).

11. The First Amended Complaint consolidates both Herrera's and Taylor's allegations against the Defendant into one complaint for purposes of the consolidated action, the settlement and moving forward.

12. Accordingly, the Parties stipulate to and hereby request that the Court grant relief to file the First Amended Complaint attached hereto as Exhibit A, as permitted by California Code of Civil Procedure 473. The First Amended Complaint shall be deemed filed as of entry of this Order.

B. <u>PAGA SETTLEMENT APPROVAL</u>

13. From the date of receipt of the PAGA Notices to the present, Defendant has vehemently denied and continues to deny any liability and wrongdoing to Plaintiffs and/or any of the allegedly Aggrieved Employees for the violations alleged in the PAGA Notices and the

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Herrera Action, *Taylor* Action and those asserted now in the First Amended Complaint (the "**Actions**") (AP Decl. at ¶¶8 and 9; CTL Decl. at ¶¶9 and 10).

14. The Parties, through respective counsel, have been exchanging informal discovery and information regarding the Aggrieved Employees and the alleged claims and other facts related to the PAGA Notices, Actions, claims and defenses thereto, including , but not limited to, information about the number of aggrieved employees, the number of pay periods at issue, and the number of current and former employees, time records, pay stubs, personnel records, and policies (AP Decl. at ¶9; CTL Decl. at ¶10).

15. The Parties, through four different counsel (Plaintiffs each separately represented, and Defendant represented by 2 separate firms), have engaged in extensive and adversarial discussions and argument regarding the facts of the case and the legal merits of Plaintiffs' claims, the penalties sought and the defenses thereto (AP Decl. at ¶9; CTL Decl. at ¶10).

16. On August 22, 2025, the Parties engaged in an all-day mediation with a well-respected and labor law experienced mediator Kelly A. Knight, Esq., who after a full day of discussion and negotiation offered a mediator's proposal (AP Decl. at ¶10; CTL Decl. at ¶11).

17. After further deliberations and giving all due consideration to the facts and legal positions, the uncertainty of an outcome to be had in the Actions, the risk of an adverse outcome that each of the Parties potentially faced, and the time, energy and expense of litigating the matter, the Parties finally reached a compromise and settlement of the Actions (AP Decl. at ¶11; CTL Decl. at ¶12).

18. Nothing contained herein, nor in effectuating the Settlement of the Action, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the Release Parties to the Agreement. Defendant denies and disputes each and every allegation of wrongdoing, including the allegations described herein.

19. The Settlement has been memorialized in a signed PAGA Settlement Agreement, a true and correct copy of which has been attached as Exhibit B to the Declaration of Amit Peery in support hereof (the "Settlement" or "Settlement Agreement") (AP Decl. at ¶12; Exhibit B to

AP Decl.).

20. Defendant has been represented by two law firms throughout litigation of the Actions: Berger Kahn, ALC representing Defendant in the *Herrera* Action and O'Hagan Meyer in the *Taylor* Action (Settlement Agreement ¶¶ 1.8, 1.9); each of which have extensive experience in labor law, inclusive of wage and hour and PAGA lawsuits;

21. Based on the experience of counsel, and in consideration of the facts and legal positions, the uncertainty and risk of an adverse outcome that each of the Parties potentially faces and the time, energy and expense of litigating the matter and the mediator's proposal, all counsel executing this Stipulation believe the settlement amount and terms to be a fair and reasonable compromise and settlement.

22. Pursuant to the Settlement Agreement, Defendant has agreed to pay a Gross Settlement Amount of $350,000.00 within 30 days of the Court's approval of the Settlement. (Settlement Agreement ¶¶ 1.11, 4.1). The Net Settlement Amount following payment of a reasonable enhancement and general release payment to each Plaintiff, attorney fees equal to 1/3 of the Gross Settlement Amount (to be divided equally between Plaintiffs' counsel who have litigated the matter for approximately 1.5 years), reimbursement of costs of suit and payment to a neutral administrator for settlement administration will be distributed to the LWDA and Aggrieved Employees (approximately 1,200) 65% / 35% respectively pursuant to applicable law. (Settlement Agreement ¶¶ 3.2, 3.3) Aggrieved Employees will not be required to submit a claim (no claims process is required as a condition to receive the Individual PAGA Payments. (Settlement Agreement ¶¶ 1.16, 4.3, 4.4.3)

23. Pursuant to the Settlement Agreement, subject to issuance of the Court's Order approving the settlement and payment of the Gross Settlement Amount in full, and to the maximum extent permitted by law, Plaintiffs in their representative capacity for and on behalf of all Aggrieved Employees, and the State of California will be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged Defendant and the Released Parties from all claims, rights, demands, liabilities and causes of action for PAGA civil penalties

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asserted against Defendant that were alleged, or reasonably could have been alleged, based on the facts stated in the First Amended Complaint and the PAGA Notices which occurred during the PAGA Period. "Aggrieved Employees" means all non-exempt California employees who worked for Defendant during the PAGA Release Period and the "PAGA Release Period" is the period from July 26, 2023 to October 22, 2025. In exchange for the Settlement, Herrera also agrees to a release under Section 1542 of the California Civil Code, and Taylor too has also separately released her individual claims. The release excludes claims that cannot be released as a matter of law. (Settlement Agreement ¶¶ 1.4, 1.24, 5.1 5.2, 5.3).

24. Pursuant to the Settlement Agreement, Plaintiff has agreed to dismiss the Action with prejudice upon issuance of the Court's Order approving the Settlement and then within five (5) business days of the Defendant tendering the Settlement Payment to the neutral administrator (below) (Settlement Agreement ¶5.4). Therefore, in light of the 30 day time period to make the Settlement Payment, **it is anticipated that Plaintiffs will dismiss this case with prejudice within approximately 45 days of the Court's order approving the Settlement**.

25. The Parties have agreed and stipulate that the Court will retain exclusive and continuing jurisdiction of this Action for purposes of enforcement of the Settlement pursuant to California Code of Civil Procedure § 664.6. (Settlement Agreement at ¶¶ 5.4, 8.1, 9.16, Stipulation)

26. Pursuant to the Settlement Agreement, a neutral administrator, Apex Class Action LLC, has been selected by the Parties to administer the Settlement with respect to payment distribution obligations, delivering notices to Aggrieved Employees, etc. The Parties and counsel have no interest or relationship, financial or otherwise, with the neutral administrator other than a professional relationship arising out of prior experiences administering settlements (Settlement Agreement at ¶2.7).

27. The Parties respectfully request that the Court enter the accompanying Order, approving the Settlement, as permitted by Labor Code § 2699(l).

28. Plaintiffs have filed a copy of the Actions, the Settlement Agreement, together

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with this Stipulation and supporting Declaration of Amit Peery and Brooke Wilkinson Waldrop, to the LWDA as required by the PAGA Settlement (AP Decl. at ¶18; CTL Decl. at ¶15).

IT IS SO STIPULATED:

DATED: May 14, 2026

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By: ______________________
Amit Peery, Esq., Attorney for Plaintiff Vincent Herrera

DATED: 5/15/26

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: Christine LeVu
Christine LeVu, Esq.
Attorneys for Plaintiff Christine Taylor

DATED: May 15, 2026

BERGER KAHN, ~~LP~~ ALC

By: ______________________
Erin R. Ezra, Esq.,
Attorneys for Defendant

DATED: May 14, 2026

O'HAGAN MEYER

By: ______________________
Elizabeth Martin, Esq.,
Attorneys for Defendant

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EXHIBIT A

(First Amended Representative Action Complaint – Attached)

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

VINCENT HERRERA and CHRISTINE TAYLOR, on behalf of themselves and all "aggrieved employees" pursuant to Labor Code § 2698 et seq.; Plaintiff, vs. INNOVATIVE INTEGRATED HEALTH, INC., a California corporation; and DOES 1-10, inclusive, Defendants.	CASE NO.: BCV-24-103382 **FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT FOR PENALTIES UNDER CALIFORNIA LABOR CODE 2698 ET SEQ.** **(Consolidated Cases Complaint)**

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Plaintiffs VINCENT HERRERA and CHRISTINE TAYLOR (collectively "Plaintiff" or "Plaintiffs"), on behalf of themselves and all "aggrieved employees" under the Labor Code Private Attorneys General Act of 2004, alleges as follows against all Defendants:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. This is a Representative Action pursuant to Labor Code §2698 et seq. on behalf of Plaintiff and other non-exempt California employees who currently work or formerly worked for Defendants ("Aggrieved Employees").

2. During the year prior to the date Plaintiff began the process of exhausting the administrative requirements pursuant to Labor Code § 2698 et seq. (by filing with the LWDA and serving Defendant with written notice with the LWDA of the claims herein) and continuing throughout and to the present (the "PAGA Period")., Defendants:

a. Failed to pay premium wages to Plaintiff and Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001. Plaintiff and Aggrieved Employees were routinely denied and unable to take an off-duty 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Plaintiff and Aggrieved Employees were outright denied and not authorized to take their legally entitled rest periods, and were never paid premium wages for missed rest periods, in violation Labor Code § 226.7 and IWC Wage Order No. 5-2001. Moreover, Defendant's non-discretionary incentive program provided all employees paid on an hourly basis with incentive compensation when the employees met the various performance goals set by Defendant. However, when calculating the regular rate of pay in order to pay overtime and meal and rest break premiums to Plaintiff and other aggrieved employees, Defendant failed to include the incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest break premium pay;

b. Failed to pay premium wages to Plaintiff and other Aggrieved Employees who were denied compliant meal periods, in violation of Labor Code §§ 226.7, 512, and IWC Wage Order 5-2001. If Plaintiff and other Aggrieved Employees received meal periods, Defendants required that Plaintiff and Aggrieved Employees remain at the work site / facility. In addition, Plaintiff and other Aggrieved Employees would remain on duty and under the control of Defendants. Plaintiff and Aggrieved Employees were entitled to but denied <u>compliant</u> meal periods (30-minute meal periods for every shift worked that exceeded five hours in duration, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours in duration), and they were not paid premium wages of one hour's pay for each missed compliant first or second meal period. The foregoing violates California Labor Code §§ 226.7, 512 and IWC Wage Order 5-2001.

c. Failed to provide Plaintiff and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a). As alleged above, Plaintiff and other Aggrieved Employees were not paid all wages due. As such, the wage statements provided by Defendants to Plaintiff and other Aggrieved Employees failed among other things to accurately state all gross wages and net wages earned, in violation of Labor Code §§ 226(a)(1) and 226(a)(5). Defendants knew of their legal obligations to give and accurately state gross wages and net wages on pay statements but knowingly and intentionally failed to do so; and

d. Failed to pay Plaintiff and other Aggrieved Employees who were terminated by Defendants all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, Plaintiff and other Aggrieved Employees were not paid all wages due during the course of their employment, and as a result of this failure, Plaintiff who was terminated and other Aggrieved Employees who were terminated were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of Plaintiff and certain Aggrieved Employees no longer employed by Defendants. Defendants knew of their legal obligations with respect to rest and

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meal periods, premium wages due in lieu thereof and the obligation to pay Plaintiff and Aggrieved Employees all that was due to them on separation but knowingly and intentionally failed to do so.

e. Failed to accurately record and pay Plaintiffs and the Aggrieved Employees for the actual amount of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders, Defendants were required to pay Plaintiffs and the Aggrieved Employees for all time worked, meaning the time during which an employee was subject to the control of an employer, including all the time the employee was permitted or suffered to permit this work. Defendants required these employees to work off the clock without paying them for all the time they were under Defendants' control. As such, Defendants knew or should have known that Plaintiffs and the Aggrieved Employees were under compensated for all time worked. As a result, Plaintiffs and the Aggrieved Employees forfeited time worked by working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime wage rates. To the extent that the time worked off the clock does not qualify for overtime premium payment, Defendants failed to pay minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1. Defendant also administers a uniform practice of rounding the actual time worked and recorded by Plaintiffs and Aggrieved Employees so that during the course of their employment Plaintiffs and Aggrieved Employees are paid less than they would have been paid for actual recorded time.

f. Failed to pay Plaintiffs and the Aggrieved Employees within seven (7) days of the close of the payroll period. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period. Cal. Lab. Code § 210 provides:

> [I]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee; (2)

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> For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

Defendants from time to time failed to pay Plaintiffs and the Aggrieved Employees within seven (7) days of the close of the payroll period in accordance with Cal. Lab. Code § 204(d), including but not limited to the "Hourly" regular wage payments

g. Underpaid sick pay wages to Plaintiffs and the Aggrieved Employees by failing to pay such wages at the regular rate of pay in violation of Cal. Lab. Code § 246. Specifically, Plaintiff and other non-exempt employees earn non-discretionary remuneration, including, but not limited to, incentives, shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay, Defendants underpays sick pay to Plaintiffs and the Aggrieved Employees at their base rates of pay. Cal. Lab. Code § 246(l)(2) requires that paid sick time for nonexempt employees be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

h. Violated Cal. Lab. Code § 246 by failing to pay sick pay at the regular rate of pay. Plaintiffs and the Aggrieved Employees routinely earned non-discretionary incentive wages which increased their regular rate of pay. However, when sick pay was paid, it was paid at the base rate of pay for Plaintiffs and the Aggrieved Employees, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code § 246.

i. Failed to pay Plaintiffs and the Aggrieved Employees their correct wages and accordingly owe waiting time penalties pursuant to Cal. Lab. Code § 203. Further, Plaintiff is informed and believes and based thereon alleges that such failure to pay sick pay at regular rate was willful, such that the Aggrieved Employees whose employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code §§ 201-203.

j. Made unlawful deductions from compensation payable to Plaintiffs and the Aggrieved Employees, failed to disclose all aspects of the deductions from compensation payable to Plaintiffs and the Aggrieved Employees, and thereby failed to pay these employees all wages due at each applicable pay period and upon termination pursuant to Cal. Lab. Code § 221.

k. Failed to reimburse and indemnify Plaintiffs and the Aggrieved Employees for required business expenses incurred by the Plaintiffs and the Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendants. Under California Labor Code § 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." In the course of their employment Plaintiffs and the Aggrieved Employees as a business expense, were required by Defendants to use their own personal cellular phones and home offices as a result of and in furtherance of their job duties as employees for Defendants but are not reimbursed or indemnified by Defendants for the cost associated with the use of their personal cellular phones and home offices for Defendants' benefit. Specifically, Plaintiffs and the Aggrieved Employees were required by Defendants to use their personal cellular phones and home offices. As a result, in the course of their employment with Defendants, Plaintiffs and the Aggrieved Employees incurred unreimbursed business expenses which included, but were not limited to, costs related to the use of their personal cellular phones and home offices all on behalf of and for the benefit of Defendants.

l. Failed to provide Plaintiff and other Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitted seating. Defendants knew or should have known that Plaintiffs and the Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that Defendants did not provide suitable seating and/or did not allow them to sit when it did not interfere with the performance of their duties. By reason of this conduct applicable to Plaintiffs and the Aggrieved Employees, Defendants violated California Labor Code Section 1198 and

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Wage Order 4-2001, Section 14 by failing to provide suitable seats. Plaintiffs seek penalties on behalf of Plaintiffs and the Aggrieved Employees as provided herein. Providing suitable seating is the Defendants' burden. As a result of Defendants' intentional disregard of the obligation to meet this burden, Defendants violated the California Labor Code and regulations promulgated thereunder as herein alleged.

m. Failed to pay all compensation due to Plaintiff and some Aggrieved Employees whose employment has terminated. Additionally, at all times during the term of Plaintiffs' employment with Defendants, Plaintiffs and the Aggrieved Employees earned and accrued vested vacation and holiday time on the date of their termination pursuant to Defendants' uniform vacation policies and applicable California law. The amount of vacation pay Plaintiffs and the Aggrieved Employees earned and accumulated is evidenced by Defendants' business records. Additionally, Defendants also underpaid accrued vested vacation wages to Plaintiffs and the Aggrieved Employees by failing to pay such wages at the regular rate of pay and more specifically the final rate of pay that included all non-discretionary incentive compensation. Rather than pay vacation wages at the regular rate of pay, Defendants underpaid vacation wages to Plaintiffs and the Aggrieved Employees at their base rates of pay, instead of including all of the Plaintiffs and the Aggrieved Employees' non-discretionary incentive compensation into the vacation wage payment calculations. Defendants failed to specify in Defendants' written vacation policy the rate at which Plaintiffs and the Aggrieved Employees would be paid vacation upon leaving employment with Defendants. As a result of Defendants' unlawful practice, policy and procedure to deny paying the Plaintiffs and the Aggrieved Employees all of their vested vacation and holiday time, Defendants failed to pay the Plaintiffs and the Aggrieved Employees all vested vacation time as wages due upon employment termination, in violation of the California Labor Code, Sections 201, 202, 203 and 227.3. Similarly, Defendants underpaid waiting time penalties to Plaintiffs and the Aggrieved Employees at their base rates of pay, instead of including all of the Plaintiffs' and the Aggrieved Employees' non-discretionary compensation into the waiting time penalty calculations. This failure by Defendants is believed

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to be the result of Defendants' unlawful, unfair and deceptive refusal to provide compensation for earned, accrued and vested vacation and holiday time, as well as the corresponding waiting time penalties that were paid. Defendants perpetrated this unlawful, unfair and deceptive practice to the detriment of Plaintiffs and the Aggrieved Employees. Defendants' uniform practice and policy of failing to pay Plaintiffs and the Aggrieved Employees for all vested vacation and holiday time accumulated at employment termination violated and continues to violate Section 227.3 of the California Labor Code.

3. Plaintiffs, on behalf of themselves and all Aggrieved Employees pursuant to Labor Code § 2698 et seq., seeks all civil penalties arising from Defendants' violations of the California Labor Code and IWC orders referenced above.

4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The Labor Code violations alleged against Defendants arose in several counties, one of which is Kern County, California.

5. Plaintiffs personally experienced each of the Labor Code violations alleged above in this Complaint.

II.

PARTIES

6. Plaintiff VINCENT HERERRA was employed by Defendants as a non-exempt employee in California.

7. Plaintiff CHRISTINE TAYLOR was employed by Defendants in California from September 2022 to October 11, 2023. Plaintiff Taylor was at all times classified by Defendants as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

8. Defendant INNOVATIVE INTEGRATED HEALTH, INC., is a California corporation that employed Plaintiff and Aggrieved Employees in its care facilities located in a few counties all in California, including Kern County.

9. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

10. Plaintiffs are informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

11. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

III.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFFS AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 203, 204, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 11040, SUBDIVISION 5(A)-(B), CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 11070(14), AND PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

12. Plaintiffs incorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

13. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiffs seek civil penalties pursuant to Labor Code §§ 2698 et seq.

14. For each such violation, Plaintiffs and all other Aggrieved Employees are entitled to civil penalties provided for by law, including (a) pursuant to Labor Code 2699(f) for violations of Labor Code 201, 202, 226(a), 226.7, 227.3, 246, 510,,512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating); and (b) pursuant to Labor Code 2699(f) the civil penalties as authorized by Labor Code §§ 226.3 and 558.

15. Civil penalties recovered will be allocated 65% to the Labor and Workforce Development Agency, and 35% to the affected employees.

16. On July 26, 2024, Plaintiff Herrera sent a letter by online submission to the LWDA and by certified mail to Defendant setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 et seq. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff Herrera from the LWDA within sixty-five (65) calendar days of July 26, 2024. Plaintiff Herrera may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 et seq.

17. On August 9, 2024, Plaintiff Taylor gave written notice by electronic mail to the LWDA and by certified mail to Defendants. The statutory waiting period for Plaintiff Taylor to add these allegations to the complaint has expired. As a result, pursuant to Section 2699.3, Plaintiff Taylor may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of California with respect to all Aggrieved Employees as herein defined.

Wherefore, Plaintiffs and the Aggrieved Employees she seeks to represent request relief as described below.

IV.

RELIEF REQUESTED

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WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004 according to proof;

2. For reasonable attorneys' fees and costs, including pursuant to Labor Code 2699, et seq;

3. Such other and further relief as this Court may deem just and proper.

DATED: May 14, 2026

THE PEERY LAW FIRM

By: ______________________

Amit Peery, Esq., Attorney for Plaintiff Vincent Herrera

DATED: 5/15/26

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: Christine LeVu

Christine T. LeVu, Esq., Attorneys for Plaintiff Christina Taylor

THE PEERY LAW FIRM.
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ORDER

The Court, having reviewed and considered the Stipulation of the parties hereto together with any exhibits attached thereto, Declarations in support thereof, the Parties' PAGA Settlement Agreement (the "Settlement" or "Settlement Agreement") attached as Exhibit "B" to the concurrently filed Declaration of Amit Peery and the Court's files, and good cause appearing therefor, hereby **ORDERS:**

1. **CONSOLIDATION**: Kern County Superior Court case number BCV-24-103382 ("Herrera Action") is hereby consolidated with Kern County Superior Court case number BCV-24-103864 ("Taylor Action") for purposes of approving and facilitating the Settlement, enforcing it, and all other purposes, with the Taylor Action consolidated into the Herrera Action.

2. **LEAVE TO AMEND**: Plaintiffs, Vincent Herrera and Christine Taylor, on behalf of themselves and all "Aggrieved Employees" pursuant to Labor Code § 2698 et seq. are GRANTED LEAVE to file the First Amended Representative Action Complaint for Penalties Under California Labor Code 2698 et seq (Consolidated Cases Complaint) attached as Exhibit A to the Stipulation upon which this Order is issued. The First Amended Complaint shall be deemed filed as of entry of this Order.

3. **APPROVAL OF SETTLEMENT AGREEMENT:**

a. The Court incorporates by reference the definitions in the PAGA Settlement Agreement and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement.

b. The Court finds the Settlement was entered into in good faith, the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law.

c. The Settlement is not an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the Release Parties to the Agreement. Defendant denies and disputes each and every allegation of wrongdoing, including the allegations described herein.

d. The Court approves the penalties to be paid to the Aggrieved Employees and the State of California as set forth in the Settlement, pursuant to Labor Code § 2699(l). The Court further approves all payments to be made to Plaintiffs' counsel, Plaintiffs and the Settlement Administrator, based on the terms of the Settlement.

e. The Court approves Apex Class Action LLC (Apex) to administer the Settlement. Upon entry of this Order, the Parties and the Apex shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

f. The Court approves the release of claims against Defendant by Plaintiffs, for themselves and in their representative capacity, as set forth in the Settlement Agreement, including as follows: Subject to issuance of the Order and payment of the Gross Settlement Amount in full, and to the maximum extent permitted by law, Plaintiffs in their representative capacity for and on behalf of all Aggrieved Employees, and the State of California shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged Defendant and the Released Parties from all claims, rights, demands, liabilities and causes of action for PAGA civil penalties asserted against Defendant that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period. ("Aggrieved Employees" means all non-exempt California employees who worked for Defendant during the PAGA Release Period and the "PAGA Release Period" is the period from July 26, 2023 to October 22, 2025.)

4. **CONTINUING JURISDICTION CCP 664.6**. Following dismissal of the Action, this Court shall retain exclusive and continuing jurisdiction of this Action pursuant to

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Code of Civil Procedure Section 664.6 to enforce the Settlement.

IT IS SO ORDERED.

Dated: ____________________

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JUDGE OF THE SUPERIOR COURT

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