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 on behalf of herself, the State of California, and all other aggrieved employees

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Attorneys for Defendant INNOVATIVE INTEGRATED HEALTH, INC.

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

MARIA FELIX GONZALEZ, individually,
 and on behalf of all other similarly situated,

Plaintiff,

vs.

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

Defendants.

CASE NO.: 30-2021-01221176-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:
 HON. RANDALL J. SHERMAN
 DEPARTMENT NO. CX105

PAGA SETTLEMENT AGREEMENT

Complaint Filed: September 13, 2021
 Trial Date: None Set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement is made by and between plaintiff Maria Felix Gonzalez (“Plaintiff”), on behalf of herself and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) Settlement Group Members, on the one hand, and defendant INNOVATIVE INTEGRATED HEALTH, INC., on behalf of themselves and all of their current and former owners, parents, subsidiaries, members, representatives, agents, insurers, officers, directors, and employees (“Defendant”), on the other hand (Plaintiff and Defendant are collectively referred herein as, the “Parties”, and individually as a “Party”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), upon and subject to the following terms and conditions.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A.** “Action” means the civil action titled *Maria Felix Gonzalez, individually, and on behalf of others similarly situated v. Innovative Integrated Health, Inc., a limited liability company, and DOES 1 through 10*, Case No. 30-2021-01221176-CU-OE-CXC (the “Action”), pending before Superior Court of the State of California, for the County of Orange.
- B.** “Agreement” or “Settlement Agreement” means this PAGA Settlement Agreement.
- C.** “Complaint” means the First Amended Complaint filed by Plaintiff on November 18, 2021, in the Action.
- D.** “Court” means the Superior Court for the State of California, County of Orange.
- E.** “Covered Period” means the period of time from September 13, 2020, through approval of the Settlement.
- F.** “Defendant” means the Defendant in this Action, INNOVATIVE INTEGRATED HEALTH, INC.
- G.** “Effective Date” means the date upon full funding of the Settlement.

- H.** “Defendant’s Counsel” means Steven H. Gentry, Esq, Erin R. Ezra, Esq, and Jamie L. Rice, Esq of BERGER KAHN, A Law Corporation.
- I.** “LWDA” means the California Labor and Workforce Development Agency.
- J.** “LWDA Payment” means the portion of the payment from the Total Settlement Amount to be paid to the LWDA under the Settlement Agreement.
- K.** “Net Settlement Amount” means the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to PAGA Settlement Group Members and the LWDA Payment after deduction for (i) the Plaintiff’s Counsel Fees and Expenses Payment, and (ii) the Settlement Administrator’s fees and expenses. If any Settlement Share check is not timely cashed by a Settlement Group Member, that share will be sent to the California State Controllers’ Office Unclaimed Property Fund in the name of the Settlement Group Member.
- L.** “PAGA” means the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*
- M.** “PAGA Notice” means a notice of proposed settlement pursuant to PAGA, substantially in the form evidenced by **Exhibit A** to this Agreement.
- N.** “PAGA Released Claims” means any and all claims under PAGA that are pled in Plaintiff’s Representative PAGA Action Complaint, or which could have been pled under the PAGA based on the factual allegations in Plaintiff’s Representative Action PAGA Complaint, that arose during the Covered Period.
- O.** “PAGA Settlement Group Members” means all individuals employed by Defendant in California in any hourly, non-exempt capacity at any time during the PAGA Period.
- P.** “Plaintiff” means the Plaintiff in this Action, Maria Felix Gonzalez.
- Q.** “Plaintiff’s Counsel” means Kane Moon and Lilit Ter-Astvatsatryan of Moon Law Group, PC.
- R.** “Released Parties” means Defendant and all of its past, present and future officers, directors, employees, agents, board members, shareholders, attorneys, insurers,

reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents, and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns and any individual or entity that could be jointly liable with Defendant, and each of them.

S. “Settlement” means this PAGA Settlement Agreement.

T. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement. The Parties have agreed to propose Phoenix Settlement Administrators to serve in this capacity.

U. “Settlement Share” means the portion of the Net Settlement Amount allocable to each PAGA Settlement Group Member as provided by this Agreement.

V. “Total Settlement Amount” means the total amount to be paid by Defendant as provided by this Agreement. The Total Settlement Amount is three hundred thirty five thousand dollars and no cents (\$335,000.00). The Total Settlement Amount will cover (i) all Settlement Shares to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Plaintiff’s Counsel Fees and Expenses Payment, and (iv) the Settlement Administrator’s fees and expenses.

II. FACTUAL BACKGROUND

A. On or about September 11, 2021, Plaintiff served a letter to the LWDA and Defendant in accordance with the requirements of Labor Code section 2699.3, to notify the LWDA of alleged violations by Defendant of California Labor Code: (1) failure to pay minimum wages (Labor Code sections 204, 1194, 1194.2, and 1197); (2) failure to pay overtime compensation (Labor Code sections 1194 and 1198); (3) failure to provide meal periods (Labor Code sections 226.7 and 512); (4) failure to authorize and permit rest breaks (Labor Code section 226.7); (5) failure to reimburse business expenses (Labor Code section 2802); (6) failure to timely pay final wages at termination (Labor Code sections 201-203); and (7) failure to provide accurate itemized wage statements (Labor Code section 226).

1 **B.** On September 13, 2021, Plaintiff commenced this Action. Plaintiff's Complaint
2 sought damages, on her behalf and on behalf of a class of all non-exempt or hourly employees,
3 for the following alleged violations of the California Labor Code: (1) failure to pay minimum
4 and regular rate wages (Labor Code sections 204, 1194, 1194.2, and 1197); (2) failure to pay
5 overtime compensation (Labor Code sections 1194 and 1198); (3) failure to provide meal periods
6 (Labor Code sections 226.7 and 512); (4) failure to authorize and permit rest breaks (Labor Code
7 section 226.7); (5) Failure to Indemnify Necessary Business Expenses (Labor Code section
8 2802); (6) failure to timely pay final wages at termination (Labor Code sections 201–203); (7)
9 failure to provide accurate itemized wage statements (Labor Code section 226); and
10 (8) unfair business practices (Business and Professions Code sections 17200 *et seq.*).

11 **C.** On November 18, 2021, Plaintiff filed a PAGA only First Amended Complaint.

12 **D.** On November 23, 2021, the Court signed an Order dismissing Plaintiff's
13 individual and class claims, without prejudice, based on an executed arbitration agreement signed
14 by Plaintiff governing her employment with Defendant, leaving the PAGA claims as the only
15 operative claims in the Action.

16 **E.** In the Action, Plaintiff sought penalties under PAGA on behalf of herself and the
17 PAGA Settlement Group Members for alleged violations of California's Labor Code.

18 **F.** The Parties have each independently analyzed and investigated the facts and law
19 relevant to this case through informal discovery, including, but not limited to, the employment
20 policies, procedures, and practices implicated by the PAGA representative claims; timekeeping
21 records, payroll records, and wage statements relating to Plaintiff and other non-exempt
22 employees on whose behalf the PAGA claims are asserted in the Action; and summaries of data
23 pertaining to the number of employees allegedly affected by the PAGA claims, inclusive of
24 implicated pay periods.

25 **G.** On June 16, 2023, the Parties participated in a full-day mediation with reputable
26 class and collective action mediator, Kelly A. Knight, Esq. Prior to mediation, Defendant by and
27 through its counsel supplied Plaintiff's counsel with employee and payroll data, policy
28

documents and additional information regarding Defendant's non-exempt, hourly employees in California who, during the Covered Period, were employed by Defendant.

H. During the mediation, each side, represented by its respective counsel, discussed the material liability and damages risks of their respective cases and the potential impact of an adverse result in the Action. By and through the assistance of the mediator, the Parties subsequently agreed to a complete resolution of the Action. The Parties have agreed to settle the Action in its entirety pursuant to the terms and conditions of this Agreement.

I. This Settlement contemplates the entry of an Order by the Court approving the payment allocated for settlement of PAGA penalties to PAGA Settlement Group Members, and the dismissal with prejudice of the Complaint and the entire Action.

J. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit or that Defendant has any liability whatsoever to Plaintiff or the PAGA Settlement Group on those claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

III. SETTLEMENT TERMS AND CONDITIONS

A. Non-Admission. Nothing in this Settlement nor the acts to be performed or judgments to be entered pursuant to the terms of the Settlement shall be construed to be an admission by Plaintiff that her claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, allegedly Aggrieved Employees or any other person. Defendant specifically disclaims any such liability or wrongdoing. Defendant denies the allegations in the Action in their entirety and specifically denies that it has committed any misconduct, statutory or regulatory violation, wrongdoing or any other actionable conduct of any kind. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation and their attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not, and may not be cited or admitted as, evidence of liability.

B. Total Settlement Amount. Subject to the terms and conditions of this Agreement and court approval, the Total Settlement Amount is three hundred thirty five thousand dollars

1 and no cents (\$335,000.00.) The Total Settlement Amount will cover (i) all Settlement Shares
2 to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Plaintiff's Counsel Fees
3 and Expenses Payment, and (iv) the Settlement Administrator's fees and expenses. The
4 settlement is non-reversionary, such that the entire Total Settlement Amount will be disbursed.

5 **C. Net Settlement Amount.** The Parties agree that the following amounts should
6 be subtracted from the Total Settlement Amount, if approved by the Court, resulting in a Net
7 Settlement Amount to distribute to the LWDA and PAGA Settlement Group Members: (1)
8 Payment to the Settlement Administrator; and (2) Payment to Plaintiff's Counsel for attorney's
9 fees and costs.

10 **D. Payment to Settlement Administrator.** The Settlement Administrator will pay
11 to itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the
12 Court, and not to exceed ten thousand dollars (\$10,000.00).

13 **E. Payment to LWDA.** The Settlement Administrator shall pay to the LWDA 75%
14 of the Net Settlement Amount, as required by California Labor Code section 2699(i).

15 **F. Payment to Plaintiff's Counsel.** Defendant will not oppose Plaintiff's Counsel's
16 request for a Fees and Expenses Payment in the total, maximum amount of one hundred sixteen
17 thousand six hundred and sixty six dollars and sixty six cents (\$116,666.66) for attorneys' fees
18 (up to thirty three and one third percent (33 1/3%) of the Total Settlement Amount) and expenses
19 not to exceed fifteen thousand dollars (\$15,000.00). The Settlement Administrator will issue to
20 Plaintiff's Counsel a Form 1099 with respect to the awarded attorneys' fees and costs.

21 **G. Settlement Share to PAGA Settlement Group Members.** Subject to the terms
22 and conditions of this Agreement, the Settlement Administrator will allocate 25% of the Net
23 Settlement Amount as Settlement Shares to the PAGA Settlement Group Members in proportion
24 to the number of pay periods they worked for Defendant during the Covered Period, as required
25 by California Labor Code section 2699(i). No deductions shall be taken, and a Form 1099 will
26 be issued to each Settlement Group Member for his/her Settlement Share because the Action
27 sought civil penalties and interest, only, and not actual wages. The Settlement Administrator will
28 be responsible for issuing any 1099 or other tax forms as may be required by law for all amounts

1 paid pursuant to this Settlement. Defendant makes no representations or warranties with respect
2 to tax consequences of any payment under this Settlement.

3 If the total number of pay periods worked by the PAGA Group during the Covered Period
4 exceeds 28,052 (i.e., ten percent above the 25,501 pay periods that Defendant reported prior to
5 or during the mediation), the Settlement Amount shall increase in proportion to the increase
6 above ten percent. In other words, an 11 percent increase in pay periods will result in a 1 percent
7 increase in the Settlement Amount, or Defendant may choose to limit the release period to
8 whenever the number of pay periods during the PAGA Period reaches 28,052.

9 **H. Appointment of Settlement Administrator.** The Parties have agreed to propose
10 Phoenix Settlement Administrators as the Settlement Administrator to resolve disputes in
11 connection with the calculation of Settlement Shares in accordance with the Settlement;
12 distribute Settlement Shares and other payments due under the Settlement; and otherwise
13 administer the Settlement. The Settlement Administrator's duties will include preparing,
14 printing, and mailing the Notice Packet to the PAGA Settlement Group Members; conducting a
15 National Change of Address search and using Accurint and other reasonable and cost-effective
16 skip trace methods to locate any PAGA Settlement Group Member whose Notice Packet was
17 returned by the U.S. Postal Service as non-deliverable, and re-mailing the Notice Packet to the
18 PAGA Settlement Group Member's new address; issuing the checks to effectuate the payments
19 due under the Settlement; and otherwise administering the Settlement pursuant to this
20 Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of
21 printing and mailing the Notice Packet, will be paid out of the Total Settlement Amount.

22 **I. Procedure for Approving Settlement.**

23 **1. Motion for an Order Approving the Settlement.**

24 a. Plaintiff will move to file a Motion for an Order Approving PAGA
25 Settlement.

26 b. Pursuant to PAGA, Plaintiff will submit to the LWDA the PAGA
27 Notice substantially evidenced by **Exhibit A** to this Agreement, enclosing this Agreement. The
28

Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA.

c. Plaintiff will submit to the Court an order granting the motion and dismissing the Action in its entirety.

d. At any hearing regarding the Approval, the Parties will jointly appear and support the granting of the Motion.

e. Should the Court decline to approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Parties will meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns. If no agreement can be reached, the Settlement will be null and void and the Parties will have no further obligations under it and shall return to their positions prior to entering into this Settlement in the first instance.

2. No Right to Opt Out or Object. The Parties agree there is no statutory right for any PAGA Settlement Group Member to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Settlement Group Member to appeal the approval of the Settlement by the Court. The Parties further agree that a PAGA Settlement Group Member's recovery under this Settlement does not act to preclude claims not encompassed within the release of claims in Section III.J.1.

3. Notice to PAGA Settlement Group Members. After the Court enters its order granting approval of the Settlement, every PAGA Settlement Group Member will be provided with the Notice of his/her Settlement Share.

a. Within fourteen (14) days after the Court Order is signed, approving the Settlement, Defendant will provide to the Settlement Administrator the names, last known addresses, Social Security numbers and Covered Pay Periods of all PAGA Settlement Group Members. The Settlement Administrator shall keep this information confidential and not disclose it to Plaintiff's Counsel or any third parties. If any or all of the PAGA Settlement Group

Members' data is unavailable to Defendant, Defendant will use best efforts to deduce or reconstruct the data prior to when it must be submitted to the Settlement Administrator.

b. Within seven (7) days after receiving the PAGA Settlement Group Members' data from Defendant, the Settlement Administrator will send a Notice to each PAGA Settlement Group Member. The Settlement Administrator will mail this information to all identified PAGA Settlement Group Members, using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate PAGA Settlement Group Members and re-send the notices.

c. If a Notice is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than five (5) days from receipt of the returned Notice, search for a more current address for the PAGA Settlement Group Member using Accurint and/or other reasonable and cost-effective skip trace methods, and re-mail the Notice to the PAGA Settlement Group Member. The Settlement Administrator will use the PAGA Settlement Group Members' data to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fees, as agreed to with counsel and according to the following deadlines, to trace the mailing address of any PAGA Settlement Group Member for whom a Notice is returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to PAGA Settlement Group Members for whom new addresses are found.

4. Waiver of Right to Appeal. Provided that the final disposition of the Action is consistent with the material terms of this Agreement, Plaintiff, Defendant, and their respective counsel hereby waive any and all rights to appeal from it, including all rights to any post-dismissal proceeding or appellate proceeding, such as a motion to vacate or set aside dismissal, a motion for new trial, and any extraordinary writ, and the dismissal therefore will

1 become non-appealable at the time it is entered. The waiver of appeal does not include any
2 waiver of the right to oppose any appeal, appellate proceedings or post-dismissal proceedings.
3 This paragraph does not preclude Plaintiff or Plaintiff's Counsel from appealing from a refusal
4 by the Court to award the Plaintiff's attorneys' fees and/or costs sought by them. If an appeal is
5 taken, the time for consummating the Settlement (including making payments under the
6 Settlement) will be suspended until such time as the appeal is finally resolved and the disposition
7 of the Action becomes Final, as defined in this Agreement.

8 **5. Vacating, Reversal, or Material Modification of Dismissal on Appeal**
9 **or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion,
10 petition, or application, the reviewing court vacates, reverses, or modifies the disposition of this
11 Action such that there is a material change to the Settlement, and that court's decision is not
12 completely reversed and the disposition of this Action is not fully affirmed on review by a higher
13 court, then either Plaintiff or Defendant will have the right to void the Settlement, which the Party
14 must do by giving written notice to the other Parties, the reviewing court and the Court no later
15 than thirty (30) days after the reviewing court's decision vacating, reversing, or materially
16 modifying the disposition of this Action becomes Final. A vacation, reversal or modification of
17 the Court's award of the Representative Plaintiff's Payment and/or Plaintiff's attorneys' fees
18 and/or costs will not constitute a vacating, reversal or material modification of the disposition of
19 this Action within the meaning of this paragraph, although Plaintiff or Plaintiff's Counsel have
20 the right to appeal from any refusal by the Court to award the Plaintiff's Counsel's attorneys'
21 fees and/or costs sought by them.

22 **6. Timing of Settlement Payments.** The settlement payment provided for
23 in Paragraph III.B. shall be made within thirty (30) days after the Court Order is signed approving
24 the Settlement.

25 **7.** Within seven (7) days after the Court Order is signed approving the
26 Settlement, the Settlement Administrator will provide Defendant with wire transfer information.
27 Within thirty (30) days after the Court Order is signed approving the Settlement, Defendant will
28 transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. Within

twenty-one (21) days after Defendant has transferred the Total Settlement Amount to the Settlement Administrator, the Settlement Administrator will make the following payments from the Total Settlement Amount: distribution as Settlement Shares to PAGA Settlement Group Members; the LWDA Payment paid to the LWDA; Plaintiff's Counsel Fees and Expenses Payment paid to Plaintiff's Counsel; and the Settlement Administrator's fees and expenses.

8. Uncashed Settlement Share Checks. A PAGA Settlement Group Member must receive or cash his or her Settlement Share payment or check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Settlement Group Member at his or her correct address. If any PAGA Settlement Group Member's Settlement Share check is not cashed within 120 days after its last mailing to the PAGA Settlement Group Member, the Settlement Administrator will send the PAGA Settlement Group Member a letter or postcard informing him or her that, unless the check is cashed in the next 60 days, it will expire and become non-negotiable and offering to replace the check if it was lost or misplaced but not cashed. If a PAGA Settlement Group Member fails to cash the check for his or her Settlement Share within 180 days after it is mailed to him or her, the funds shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund in the Settlement Group Member's name.

J. Release and Waiver of Claims.

1. PAGA Settlement Group Members. Upon the full funding of the Settlement, Plaintiff, acting on behalf of the State of California, and all PAGA Settlement Group Members shall release Defendant and the Released Parties from any and all claims based on the Private Attorneys General Act (2004), arising during the Covered Period, including but not limited to claims under Labor Code sections 201, 202, 203, 204, 226, 226.7, 512, 1194, 1194.2, 1197, 1198, 2698, 2699.3, and 2699.5, the Industrial Welfare Commission Wage Orders, and any resulting claim for attorneys' fees and costs (the "Released Claims").

K. No Effect on Other Benefits. The payment to PAGA Settlement Group Members will not result in any additional benefit payments (such as 401(k) or bonus) beyond

those provided by this Agreement to Plaintiff or the PAGA Settlement Group Members, and they will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

L. Confidentiality Preceding Approval. Plaintiff will not issue any press or other media releases or have any communication with the press or media or anyone other than financial advisors, retained experts, the LWDA and vendors related to settlement administration, regarding the Settlement.

M. Miscellaneous Terms.

1. No Admission of Liability.

a. Defendant denies that they have engaged in any unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or an admission by Plaintiff that any of her claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

b. Whether or not the disposition of this Action becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties in any further proceeding in the Action or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

1 c. This section and all other provisions of this Agreement
2 notwithstanding, any and all provisions of this Agreement may be admitted in evidence and
3 otherwise used in any and all proceedings to enforce any or all terms of this Agreement or in
4 defense of any claims released or barred by this Agreement.

5 **2. Integrated Agreement.** After this Agreement is signed and delivered by
6 all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement
7 between the Parties relating to the Settlement, and it will then be deemed that no oral
8 representations, warranties, covenants or inducements have been made to any Party concerning
9 this Agreement or its exhibits other than the representations, warranties, covenants and
10 inducements expressly stated in this Agreement and its exhibits.

11 **3. Attorney Authorization.** Plaintiff's Counsel and Defendant's Counsel
12 each warrant and represent that they are authorized by their respective clients to take all
13 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
14 to effectuate its terms and to execute any other documents required to effectuate the terms of this
15 Agreement. The Parties and their counsel will cooperate with each other and use their best efforts
16 to affect the implementation of the Settlement. In the event the Parties are unable to reach
17 agreement on the form or content of any document needed to implement the Agreement, or on
18 any supplemental provisions that may become necessary to effectuate the terms of this
19 Agreement, the Parties will seek the assistance of the Court or mediator, and in all cases all such
20 documents, supplemental provisions and assistance of the court will be consistent with this
21 Agreement. No attorney for any party is a party to this agreement and will not be liable for any
22 Party's breach of any of the terms of this Agreement.

23 **4. Modification of Agreement.** This Agreement, and any and all parts of it,
24 may be amended, modified, changed or waived only by an express written instrument signed by
25 all Parties or their successors-in-interest.

26 **5. Agreement Binding on Successors.** This Agreement will be binding
27 upon, and inure to the benefit of, the successors of each of the Parties.
28

1 **6. Applicable Law.** All terms and conditions of this Agreement and its
2 exhibits will be governed by and interpreted according to the laws of the State of California,
3 without giving effect to any conflict of law principles or choice of law principles.

4 **7. Cooperation in Drafting.** The Parties have cooperated in the drafting and
5 preparation of this Agreement. This Agreement will not be construed against any Party on the
6 basis that the Party was the drafter or participated in the drafting.

7 **8. Fair Settlement.** The Parties and their respective counsel believe and
8 warrant that this Agreement reflects a fair, reasonable and adequate settlement of the Action and
9 have arrived at this Agreement through arms-length negotiations, taking into account all relevant
10 factors, current and potential.

11 **9. Headings.** The descriptive heading of any section or paragraph of this
12 Agreement is inserted for convenience of reference only and does not constitute a part of this
13 Agreement.

14 **10. Execution in Counterpart.** This Agreement may be executed in one or
15 more counterparts. All executed counterparts and each of them will be deemed to be one and the
16 same instrument provided that counsel for the Parties will exchange between themselves original
17 signed counterparts. Facsimile signatures will be accepted if the original signature is provided
18 within seven days. Any executed counterpart will be admissible in evidence to prove the
19 existence and contents of this Agreement. The Parties agree this Agreement may be signed
20 electronically using “DocuSign,” “Adobe Sign” or other verifiable electronic signature program,
21 pursuant to California Civil Code Section 1633.7, and that any party using such electronic
22 signature program will retain any and all documents related to the signature process for purposes
23 of authenticating the signature. If Plaintiff’s counsel provides only an electronic signature, she
24 waives any challenge to the veracity of such signature on this Agreement.

25 **IV. EXECUTION BY PARTIES**

26 The Parties hereby execute this Agreement.

27

28

1 Dated: August 25, 2023

MARIA FELIX GONZALEZ

DocuSigned by:

Maria Felix Gonzalez

1956C7CCA37F449...

Plaintiff

5 Dated: September 05, 2023

INNOVATIVE INTEGRATED HEALTH, INC.

By: D.A. Longoria
Daniel A. Longoria (Sep 5, 2023 22:03 PDT)

Daniel A. Longoria
CEO

9 APPROVED AS TO FORM:

11 Dated: August 25, 2023

MOON LAW GROUP, PC

By: Lilit Ter-Astvatsatryan

Kane Moon
Lilit Ter-Astvatsatryan
Attorneys for Plaintiff MARIA FELIX
GONZALEZ

17 Dated: September 5, 2023

BERGER KAHN, A Law Corporation

By: Steven H. Gentry, Esq.

Steven H. Gentry, Esq.
Erin R. Ezra, Esq.
Jamie L. Rice, Esq

Exhibit *A*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MARIA FELIX GONZALEZ, individually, and on
behalf of all other similarly situated,

Plaintiff,

vs.

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

Defendants.

CASE NO.: 30-2021-01221176-CU-OE-CXC

**NOTICE OF PRIVATE ATTORNEYS
GENERAL ACT ("PAGA") SETTLEMENT
PAYMENT**

TO: All of Innovative Integrated Health, Inc.'s non-exempt, hourly-paid employees who worked from September 13, 2020 to [REDACTED].

This Notice is being provided to you to inform you of a Private Attorneys General Act ("PAGA") Settlement and your proportional share of this settlement payment. This payment is a result of a Court-approved PAGA Settlement in the case of *Maria Felix Gonzalez, individually, and on behalf of others similarly situated v. Innovative Integrated Health, Inc., a limited liability company, and DOES 1 through 10, Case No. 30-2021-01221176-CU-OE-CXC*. (the "Litigation"). The Litigation sought to recover civil penalties against Defendant Innovative Integrated Health, Inc. ("Defendant") for purported non-compliance with the California Labor Code. This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Litigation or the merits of the claims or defenses asserted. Defendant categorically denies it has engaged in any unlawful conduct in any respect and further denies all of the allegations raised in the Litigation. By entering into the PAGA Settlement, Defendant does not and has not admitted any liability whatsoever and does not and has not admitted that Defendant violated the rights of Plaintiff, any other current or former employee or any other person(s). The parties simply believe that continued litigation would be protracted, expensive, uncertain and contrary to their best interests and, therefore, agreed to settle the Litigation.

According to Defendant's records, you were employed by the Defendant during the timeframe mentioned above and are therefore entitled to a share of the settlement. Enclosed with this Notice is your settlement check. The allocations to each individual employee are non-appealable. The settlement check shall remain valid for one hundred and eighty (180) calendar days. Checks remaining un-cashed for more than 180 days after issuance will become void and the outstanding balance will go to the State Controller's Unclaimed Property Fund in your name.

The payment will be considered civil penalties and may be subject to local, state, and/or federal taxes and will be reported to the IRS and applicable state tax authorities. You should rely on your own tax advisors as to the tax consequences of your settlement payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement. If you have any questions, you may contact Phoenix Class Administration (the "Settlement Administrator") at [phone].



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **Notice of PAGA Settlement - Exh A - final, Maria Felix Gonzalez vs. Innovative Integrated Health, INC, Case No. 30-2021-01221176-CU-OE-CXC**

Order Date: October 23, 2023

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: *Christina Harmon*

TRANSAPTION



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of **Notice of PAGA Settlement - Exh A - final**, in the case Maria Felix Gonzalez vs. Innovative Integrated Health, INC, Case N° 30-2021-01221176-CU-OE-CXC, and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on OCT 23, 2023.

Christina Harmon

Christina Guerrero Harmon

10/23/2023

Date

Certification Credentials may be verified online at
https://web.atanet.org/onlinedirectories/tsd_view.php?id=11930

**TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA,
CONDADO DE ORANGE**

MARÍA FÉLIX GONZÁLEZ, a título personal, y en)
nombre de todos los demás en situación similar,)

Demandante,

Contra)

INNOVATIVE INTEGRATED HEALTH, INC., una)
corporación de California; y Asociados, ambos)
inclusive,)

Demandado.)

CASO NO.: 30-2021-01221176-CU-OE-CXC

**NOTIFICACIÓN DEL PAGO DEL ACUERDO
DE LA LEY DE ABOGADOS GENERALES
PRIVADOS ("PAGA")**

DIRIGIDO A: *Todos los empleados de Innovative Integrated Health, Inc. no exentos y de remuneración por hora que hayan trabajado desde el 13 de septiembre de 2020 al [REDACTED].*

Se le proporciona este Aviso para informarle de un Acuerdo de la Ley General de Abogados Privados ("PAGA", por sus siglas en inglés) y de su parte proporcional de este pago del acuerdo. Este pago es el resultado de un acuerdo PAGA aprobado por el Tribunal en el caso de *María Félix González, a título personal, y en nombre de otras personas en situación similar contra Innovative Integrated Health, Inc., una sociedad de responsabilidad limitada, y Asociados, Causa N.º 30-2021-01221176-CU-OE-CXC*. (la "Demanda"). Esta Demanda pretendía recuperar sanciones civiles contra el Demandado Innovative Integrated Health, Inc. ("Demandado") por el supuesto incumplimiento del Código Laboral de California. Esta Notificación no pretende ser, y no debe interpretarse como, una expresión de opinión alguna por parte del Tribunal con respecto a la veracidad de las alegaciones de la Demanda o al fondo de las reclamaciones o defensas aseveradas. El Demandado niega categóricamente haber incurrido en conducta ilícita alguna y niega además todas las alegaciones planteadas en la Demanda. Al celebrar el Acuerdo PAGA, el Demandado no admite ni ha admitido responsabilidad alguna y no admite ni ha admitido que el este haya violado los derechos de la Demandante, de cualquier otro empleado actual o anterior o de cualquier otra(s) persona(s). Las partes simplemente consideran que continuar con la Demanda representaría un proceso prolongado, costoso, incierto y contrario a sus mejores intereses y, por lo tanto, han determinado llegar a un acuerdo sobre la Demanda.

Según los registros del Demandado, usted estuvo empleado por el Demandado durante el período de tiempo mencionado anteriormente y, por lo tanto, tiene derecho a una parte del acuerdo. Adjunto a esta Notificación está su cheque del acuerdo. Las asignaciones a cada empleado individual son inapelables. El cheque del acuerdo tendrá una validez de ciento ochenta (180) días naturales. Los cheques que queden sin cobrar durante más de 180 días después de su emisión se anularán y el saldo pendiente pasará al Fondo de Propiedad No Reclamada del Interventor del Estado a su nombre.

El pago se considerará penalización civil y puede estar sujeto a impuestos locales, estatales y/o federales y se comunicará al IRS y a las autoridades fiscales estatales correspondientes. Deberá confiar en sus propios asesores fiscales en cuanto a las consecuencias fiscales del pago de su acuerdo.

No llame ni escriba al Tribunal ni a la Secretaría para hacer preguntas sobre el acuerdo. Si tiene alguna pregunta, puede ponerse en contacto con Phoenix Class Administration (el "Administrador del Acuerdo") en el número telefónico [REDACTED].

