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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. PAGA SETTLEMENT APPROVAL

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

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

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

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

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

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

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

25 19. The Settlement has been memorialized in a signed PAGA Settlement Agreement,
26 a true and correct copy of which has been attached as Exhibit B to the Declaration of Amit Peery
27 in support hereof (the “Settlement” or “Settlement Agreement”) (AP Decl. at ¶12; Exhibit B to
28

1 AP Decl.).

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

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

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

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

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

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

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

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

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

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

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

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, Esq.
Attorneys for Plaintiff Christine Taylor

DATED: May 15, 2026

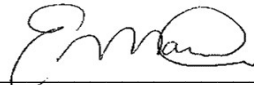
BERGER KAHN, LLP ALC

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)

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

4 **I.**

5 **INTRODUCTION AND FACTUAL BACKGROUND**

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

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

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

1 b. Failed to pay premium wages to Plaintiff and other Aggrieved Employees who
2 were denied compliant meal periods, in violation of Labor Code §§ 226.7, 512, and IWC Wage
3 Order 5-2001. If Plaintiff and other Aggrieved Employees received meal periods, Defendants
4 required that Plaintiff and Aggrieved Employees remain at the work site / facility. In addition,
5 Plaintiff and other Aggrieved Employees would remain on duty and under the control of
6 Defendants. Plaintiff and Aggrieved Employees were entitled to but denied compliant meal
7 periods (30-minute meal periods for every shift worked that exceeded five hours in duration, or
8 a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten
9 hours in duration), and they were not paid premium wages of one hour's pay for each missed
10 compliant first or second meal period. The foregoing violates California Labor Code §§ 226.7,
11 512 and IWC Wage Order 5-2001.

12 c. Failed to provide Plaintiff and other Aggrieved Employees with wage statements
13 that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a). As alleged
14 above, Plaintiff and other Aggrieved Employees were not paid all wages due. As such, the wage
15 statements provided by Defendants to Plaintiff and other Aggrieved Employees failed among
16 other things to accurately state all gross wages and net wages earned, in violation of Labor Code
17 §§ 226(a)(1) and 226(a)(5). Defendants knew of their legal obligations to give and accurately
18 state gross wages and net wages on pay statements but knowingly and intentionally failed to do
19 so; and

20 d. Failed to pay Plaintiff and other Aggrieved Employees who were terminated by
21 Defendants all wages due at the separation of their employment based on the time frames required
22 by Labor Code §§ 201 and 202. As stated above, Plaintiff and other Aggrieved Employees were
23 not paid all wages due during the course of their employment, and as a result of this failure,
24 Plaintiff who was terminated and other Aggrieved Employees who were terminated were not
25 timely paid all wages due at the separation of their employment. This violates Labor Code §§
26 201-202 and is alleged on behalf of Plaintiff and certain Aggrieved Employees no longer
27 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)

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

1 to Plaintiffs and the Aggrieved Employees, and thereby failed to pay these employees all wages
2 due at each applicable pay period and upon termination pursuant to Cal. Lab. Code § 221.

3 k. Failed to reimburse and indemnify Plaintiffs and the Aggrieved Employees for
4 required business expenses incurred by the Plaintiffs and the Aggrieved Employees in direct
5 consequence of discharging their duties on behalf of Defendants. Under California Labor Code
6 § 2802, employers are required to indemnify employees for all expenses incurred in the course
7 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
8 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
9 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
10 directions of the employer, even though unlawful, unless the employee, at the time of obeying
11 the directions, believed them to be unlawful." In the course of their employment Plaintiffs and
12 the Aggrieved Employees as a business expense, were required by Defendants to use their own
13 personal cellular phones and home offices as a result of and in furtherance of their job duties as
14 employees for Defendants but are not reimbursed or indemnified by Defendants for the cost
15 associated with the use of their personal cellular phones and home offices for Defendants'
16 benefit. Specifically, Plaintiffs and the Aggrieved Employees were required by Defendants to
17 use their personal cellular phones and home offices. As a result, in the course of their employment
18 with Defendants, Plaintiffs and the Aggrieved Employees incurred unreimbursed business
19 expenses which included, but were not limited to, costs related to the use of their personal cellular
20 phones and home offices all on behalf of and for the benefit of Defendants.

21 l. Failed to provide Plaintiff and other Aggrieved Employees suitable seating when
22 the nature of these employees' work reasonably permitted seating. Defendants knew or should
23 have known that Plaintiffs and the Aggrieved Employees were entitled to suitable seating and/or
24 were entitled to sit when it did not interfere with the performance of their duties, and that
25 Defendants did not provide suitable seating and/or did not allow them to sit when it did not
26 interfere with the performance of their duties. By reason of this conduct applicable to Plaintiffs
27 and the Aggrieved Employees, Defendants violated California Labor Code Section 1198 and
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1 Wage Order 4-2001, Section 14 by failing to provide suitable seats. Plaintiffs seek penalties on
2 behalf of Plaintiffs and the Aggrieved Employees as provided herein. Providing suitable seating
3 is the Defendants' burden. As a result of Defendants' intentional disregard of the obligation to
4 meet this burden, Defendants violated the California Labor Code and regulations promulgated
5 thereunder as herein alleged.

6 m. Failed to pay all compensation due to Plaintiff and some Aggrieved Employees
7 whose employment has terminated. Additionally, at all times during the term of Plaintiffs'
8 employment with Defendants, Plaintiffs and the Aggrieved Employees earned and accrued
9 vested vacation and holiday time on the date of their termination pursuant to Defendants' uniform
10 vacation policies and applicable California law. The amount of vacation pay Plaintiffs and the
11 Aggrieved Employees earned and accumulated is evidenced by Defendants' business records.
12 Additionally, Defendants also underpaid accrued vested vacation wages to Plaintiffs and the
13 Aggrieved Employees by failing to pay such wages at the regular rate of pay and more
14 specifically the final rate of pay that included all non-discretionary incentive compensation.
15 Rather than pay vacation wages at the regular rate of pay, Defendants underpaid vacation wages
16 to Plaintiffs and the Aggrieved Employees at their base rates of pay, instead of including all of
17 the Plaintiffs and the Aggrieved Employees' non-discretionary incentive compensation into the
18 vacation wage payment calculations. Defendants failed to specify in Defendants' written
19 vacation policy the rate at which Plaintiffs and the Aggrieved Employees would be paid vacation
20 upon leaving employment with Defendants. As a result of Defendants' unlawful practice, policy
21 and procedure to deny paying the Plaintiffs and the Aggrieved Employees all of their vested
22 vacation and holiday time, Defendants failed to pay the Plaintiffs and the Aggrieved Employees
23 all vested vacation time as wages due upon employment termination, in violation of the
24 California Labor Code, Sections 201, 202, 203 and 227.3. Similarly, Defendants underpaid
25 waiting time penalties to Plaintiffs and the Aggrieved Employees at their base rates of pay,
26 instead of including all of the Plaintiffs' and the Aggrieved Employees' non-discretionary
27 compensation into the waiting time penalty calculations. This failure by Defendants is believed
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1 to be the result of Defendants' unlawful, unfair and deceptive refusal to provide compensation
2 for earned, accrued and vested vacation and holiday time, as well as the corresponding waiting
3 time penalties that were paid. Defendants perpetrated this unlawful, unfair and deceptive practice
4 to the detriment of Plaintiffs and the Aggrieved Employees. Defendants' uniform practice and
5 policy of failing to pay Plaintiffs and the Aggrieved Employees for all vested vacation and
6 holiday time accumulated at employment termination violated and continues to violate Section
7 227.3 of the California Labor Code.

8 3. Plaintiffs, on behalf of themselves and all Aggrieved Employees pursuant to Labor Code
9 § 2698 et seq., seeks all civil penalties arising from Defendants' violations of the California Labor
10 Code and IWC orders referenced above.

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

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

16 **II.**
17 **PARTIES**

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

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

24 8. Defendant INNOVATIVE INTEGRATED HEALTH, INC., is a California corporation
25 that employed Plaintiff and Aggrieved Employees in its care facilities located in a few counties
26 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

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

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: _____

JUDGE OF THE SUPERIOR COURT

Amit Peery, Esq. (State Bar No. 179697)
THE PEERY LAW FIRM
4550 E. Thousand Oaks Blvd, Suite 100
Westlake Village, California 91362
Telephone: (818) 995-4079
Facsimile: (818) 999-6514
ap@peerylaw.com

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

**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

**DECLARATION OF CHRISTINE T. LEVU
IN SUPPORT OF STIPULATION AND
[PROPOSED] ORDER TO:**

- 1) CONSOLIDATE RELATED CASES;**
- 2) GRANT LEAVE TO FILE FIRST
AMENDED COMPLAINT
(CONSOLIDATED COMPLAINT); and**
- 3) APPROVE PAGA SETTLEMENT**

*[Filed concurrently with Stipulation and
[Proposed] Order; and Declaration of Amit
Peery]*

*Assigned to the Honorable Gregory Pulskamp
Division J*

I, CHRISTINE T. LEVU, hereby declare and state as follows:

1. I am an attorney, duly admitted to the practice law in this Court and other courts within the State of California. I have personal knowledge of the facts set forth herein and if called as a witness to testify to the facts set forth herein, I could and would do so competently.

2. I am an associate in the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, attorneys of record for the Plaintiff, Christina Taylor ("Plaintiff Taylor"), in that certain Kern County Superior Court case identified with the case number BCV-24-103864 (the "Taylor Action"), which is described more particularly below.

3. I obtained my license to practice law from the State Bar of California in December of 2012. PAGA Counsel have significant experience litigating wage and hour claims including claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar settlements that courts have approved. (*See infra* paragraphs 16-18).

4. On August 9, 2024, my office, on behalf of Plaintiff Taylor, complied with the requirements set forth in California Labor Code § 2698 et seq., the Labor Code Private Attorneys General Act (hereinafter, "PAGA"), by submitting a written notice (the "Taylor PAGA Notice") online to the Labor and Workforce Development Agency ("LWDA") and by serving it on the Defendant, Innovative Integrated Health, Inc., via certified mail, setting forth the facts and theories of wage, hour and other labor code violations alleged against Defendant. A true and correct copy of the Taylor PAGA Notice is attached to this Declaration as **Exhibit A**.

5. On November 12, 2024, our office caused to be filed on behalf of Plaintiff Taylor a complaint against Defendant seeking individual damages and civil penalties based on the facts alleged in the PAGA Notice (the "Taylor Action"). A true and correct copy of the Taylor Action complaint is attached hereto as **Exhibit B**.

6. On February 4, 2025, Defendant's counsel filed a Notice of Related Case in the Taylor Action identifying the case initiated by Vincent Herrera in Kern County Superior Court (BCV-24-103382) as a related case.

7. From the initiation of action to the date of this Declaration, Defendant has been represented by two different law firms; Berger Kahn, ALC representing Defendant in the Herrera Action and O'Hagan Meyer representing Defendant in the Taylor Action. Based on my experience, it is my understanding that each of these firms and the counsel assigned to handle these cases have extensive experience in labor law, inclusive of wage and hour and PAGA lawsuits.

8. Based on my review of the Herrera Action (and the Herrera PAGA Notice), I can confirm that the causes of action in both the Taylor Action and Herrera Action (the "Actions") are against the same Defendant and, in my opinion, involve similar claims such that I would consider them related cases. Based on the Stipulation which this Declaration is in support of, all the involved attorneys appear to be of like opinion that the two matters are related.

9. From the date the Taylor PAGA Notice was served on Defendant, to the present, Defendant has vehemently denied and continues to deny any liability and wrongdoing to Taylor and/or to any of the allegedly aggrieved employees for the violations alleged in the Taylor PAGA Notice and the Taylor Action.

10. Over the many months that have passed since first filing and serving Taylor's PAGA Notice, all the parties to this matter, through respective counsel, have been exchanging informal discovery and information regarding the Plaintiffs, Aggrieved Employees and the alleged claims and other facts related to the PAGA Notices, Actions, claims and defenses thereto. The information and documentation exchanged include, but has not been 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. In addition, I and others in our office, along with other counsel involved in the Actions, have engaged in extensive and adversarial discussions and argument regarding the facts of the case and the legal merits of Taylor's claims and defenses thereto.

11. On August 22, 2025, attorneys from my office participated in an all-day mediation

1 between and among the involved parties in the Actions with a well-respected and labor law
2 experienced mediator, Kelly A. Knight, Esq. After a full day of discussion and negotiation Mr.
3 Knight made a mediator's proposal.

4 12. Following the mediation and after further deliberations and giving all due consideration
5 to the facts and legal positions, the uncertainty of an outcome to be had in the Actions, the risk
6 of an adverse outcome that each of the parties potentially faced, and the time, energy and expense
7 of litigating the matter, the parties finally reached a compromise and settlement of the Actions.
8 The settlement has been memorialized in a signed PAGA Settlement Agreement, which I
9 understand has been attached as an Exhibit to the Declaration of Amit Peery, being filed herewith.

10 13. Both I and, I am informed and believe, the other experienced counsel in this matter, have
11 given consideration of the facts and legal positions, the uncertainty and risk of an adverse
12 outcome that each of the Parties potentially faces and the time, energy and expense of litigating
13 the matter and the mediator's proposal, all counsel executing this Stipulation believe the
14 settlement amount and terms to be a fair and reasonable compromise and settlement.

15 14. A neutral administrator, Apex Class Action LLC, has been selected by the Parties to
16 administer the Settlement with respect to payment distribution obligations and, as attested to by
17 the Parties in the Settlement Agreement, the Parties and their counsel have no interest or
18 relationship, financial or otherwise, with the neutral administrator other than a professional
19 relationship arising out of prior experiences administering settlements.

20 15. I have submitted online through the LWDA's PAGA filing portal a copy of the Complaint
21 as required. Also, immediately prior to executing this Declaration and submitting the Stipulation
22 and [Proposed] Order Approving the PAGA Settlement, I submitted through the LWDA's PAGA
23 filing portal a copy of the First Amended Complaint, the Settlement Agreement and the Stipulation
24 and Proposed Order Approving Settlement, and this Declaration. A true and correct copy of the
25 submission confirmation email is attached hereto as **Exhibit C**.

26 16. Blumenthal Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely
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1 to the prosecution of wage and hour class action and PAGA action matters. The attorneys at
2 Blumenthal Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in hundreds
3 of contested motions for class certification including many consolidated wage and hour matters.

4 17. Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling the
5 briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am.,*
6 *Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP
7 overcame opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown
8 LLP to persuade the Ninth Circuit of the importance of the substantive rights of the State of
9 California under the California Private Attorney General Act of 2004 ("PAGA"). Blumenthal
10 Nordrehaug Bhowmik De Blouw LLP took the lead on this case where the ruling was the
11 reaffirmation of the PAGA statute and the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De
12 Blouw LLP also has recently engaged in noted appellate work on the subject of class actions in
13 the California Court of Appeals resulting in the opinions handed down in *Securitas Sec. Services*
14 *USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or
15 representative action waiver in an employment-related arbitration agreement was unenforceable);
16 *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App. Unpub. LEXIS 3536 (Ct. App. May
17 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award
18 from the Daily Journal for Top Appellate Reversal, and I received an award from the Daily
19 Journal as Top Labor & Employment Attorney 2016.

20 18. Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of PAGA claims.
21 In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw LLP negotiated
22 court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000 (*Miller v.*
23 *Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH Robinson in
24 the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of California Case
25 No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*, San Francisco
26 Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of \$700,000
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(*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles, Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*, Superior Court for the County of San Mateo, Case No. 22-CIV-01185). Based upon our significant experience litigating claims for PAGA penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA Payment here is greater on a per pay period basis than similar settlements that my firm has previously negotiated, and which courts have approved.

19. I respectfully request that this Court issue the Order requested to consolidate the Actions (into the Herrera Action), grant leave to file the First Amended Complaint attached to the Stipulation filed herewith and approve the Settlement.

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

Dated: _____

Christine T. LeVu

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EXHIBIT A
(TAYLOR PAGA NOTICE)

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

August 9, 2024

CA3405

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Innovative Integrated Health, Inc.
Certified Mail #9589071052701737667570
Erin Ezra
1 SPECTRUM POINTE DRIVE
SUITE 340
LAKE FOREST, CA 92630

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 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 Violation of Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Innovative Integrated Health, Inc. in California, including any employees staffed with Innovative Integrated Health, Inc. by a third party, and classified as non-exempt employees during the time period of August 9, 2023 until a date as determined by the Court. Our offices represent Plaintiff Christine Taylor (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Innovative Integrated Health, Inc. (“Defendant”). Plaintiff was employed by Defendant in California from September of 2022 to October 11, 2023. Plaintiff was all times classified by Defendant 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. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B).

Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw
Nicholas J. De Blouw, Esq.

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EXHIBIT B
(TAYLOR ACTION COMPLAINT)

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

Victoria B. Rivapalacio (State Bar #275115)

victoria@bamlawca.com

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

CHRISTINE TAYLOR, on behalf of the State
of California, as a private attorney general,

Plaintiff,

vs.

INNOVATIVE INTEGRATED HEALTH,
INC., a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. BCV-24-103864

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204, 210, 218,
221, 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 the
applicable Wage Order(s).

1 Plaintiff Christine Taylor (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendant Innovative Integrated Health,
8 Inc. (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf
9 of all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF
10 does **not seek to recover anything other than penalties as permitted by California Labor**
11 **Code § 2699**. To the extent that statutory violations are mentioned for wage violations,
12 PLAINTIFF does not seek underlying general and/or special damages for those violations, but
13 simply the civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
15 on behalf of herself and on behalf of others for PAGA penalties *only*, which is the precise and
16 sole nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 4. PLAINTIFF is not suing in her individual capacity; she is proceeding
23 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees,
24 including herself and other aggrieved employees. Nothing in this complaint should be
25 construed as PLAINTIFF suing in her individual capacity.

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THE PARTIES

5. Innovative Integrated Health, Inc. (“DEFENDANT”) is a Corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

6. DEFENDANT provides healthcare services in California.

7. PLAINTIFF was employed by DEFENDANT in California from September of 2022 to October 11, 2023. PLAINTIFF was at all times classified by DEFENDANT 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. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect to herself and all individuals who are or previously were employed by DEFENDANT in California, including any employees staffed with DEFENDANT by a third party, and classified as non-exempt employees (“AGGRIEVED EMPLOYEES”) during the time period of August 9, 2023 until a date as determined by the Court (the "PAGA PERIOD").

9. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT’s violation of California Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 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 the applicable Wage Order(s). Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699, *et seq.*

10. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are

1 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
2 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
3 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
4 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
5 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
6 50, inclusive, are responsible in some manner for one or more of the events and happenings
7 that proximately caused the injuries and damages hereinafter alleged.

8 11. The agents, servants and/or employees of the Defendants and each of them
9 acting on behalf of the Defendants acted within the course and scope of his, her or its
10 authority as the agent, servant and/or employee of the Defendants, and personally
11 participated in the conduct alleged herein on behalf of the Defendants with respect to the
12 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
13 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
14 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
15 conduct of the Defendants' agents, servants and/or employees.

16 17 **THE CONDUCT**

18 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
19 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
20 worked, meaning the time during which an employee is subject to the control of an
21 employer, including all the time the employee is suffered or permitted to work.
22 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
23 paying them for all the time they are under DEFENDANT's control. Among other things,
24 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
25 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
26 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
27 break. DEFENDANT, as a matter of established company policy and procedure,
28 administers a uniform practice of rounding the actual time worked and recorded by

1 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
2 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
3 EMPLOYEES are paid less than they would have been paid had they been paid for actual
4 recorded time rather than “rounded” time. Additionally, DEFENDANT engages in the
5 practice of requiring PLAINTIFF and the AGGRIEVED EMPLOYEES to perform work off
6 the clock in that DEFENDANT, as a condition of employment, required these employees to
7 submit to mandatory temperature checks and symptom questionnaires for COVID-19
8 screening prior to clocking into DEFENDANT’s timekeeping system for the workday. As a
9 result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime
10 wage compensation, and off-duty meal breaks by working without their time being correctly
11 recorded and without compensation at the applicable rates. DEFENDANT’s policy and
12 practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is
13 evidenced by DEFENDANT’s business records.

14 13. State law provides that employees must be paid overtime and meal and rest
15 break premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFF and the
16 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
17 tied to specific elements of an employee’s performance.

18 14. The second component of PLAINTIFF’s and the AGGRIEVED
19 EMPLOYEES’ compensation is DEFENDANT’s non-discretionary incentive program that
20 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
21 performance for DEFENDANT. The non-discretionary incentive program provided all
22 employees paid on an hourly basis with incentive compensation when the employees met the
23 various performance goals set by DEFENDANT. However, when calculating the regular
24 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
25 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
26 compensation as part of the employees’ “regular rate of pay” for purposes of calculating
27 overtime pay and meal and rest break premium pay. Management and supervisors described
28 the incentive program to potential and new employees as part of the compensation package.

1 As a matter of law, the incentive compensation received by PLAINTIFF and the
2 AGGRIEVED EMPLOYEES must be included in the “regular rate of pay.” The failure to
3 do so has resulted in a underpayment of overtime compensation and meal and rest break
4 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

5 15. As a result of their rigorous work schedules, PLAINTIFF and the
6 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
7 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
8 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
9 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
10 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
11 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
12 which these employees were required by DEFENDANT to work ten (10) hours of work.
13 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
14 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
15 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
16 and in accordance with DEFENDANT’s corporate policy and practice.

17 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
18 EMPLOYEES were also required from time to time to work in excess of four (4) hours
19 without being provided ten (10) minute rest periods. Further, these employees were denied
20 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
21 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
22 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
23 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
24 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
25 also not provided with one hour wages in lieu thereof. Additionally, the applicable
26 California Wage Order requires employers to provide employees with off-duty rest periods,
27 which the California Supreme Court defined as time during which an employee is relieved
28 from all work related duties and free from employer control. In so doing, the Court held that

1 the requirement under California law that employers authorize and permit all employees to
2 take rest period means that employers must relieve employees of all duties and relinquish
3 control over how employees spend their time which includes control over the locations
4 where employees may take their rest period. Employers cannot impose controls that prohibit
5 an employee from taking a brief walk - five minutes out, five minutes back. Here,
6 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
7 unconstrained walks and is unlawful based on DEFENDANT's rule which states
8 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
9 their rest period.

10 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and
11 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
12 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
13 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
14 all time worked, meaning the time during which an employee was subject to the control of
15 an employer, including all the time the employee was permitted or suffered to permit this
16 work. DEFENDANT required these employees to work off the clock without paying them
17 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
18 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
19 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
20 EMPLOYEES forfeited time worked by working without their time being accurately
21 recorded and without compensation at the applicable minimum wage and overtime wage
22 rates. To the extent that the time worked off the clock does not qualify for overtime
23 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
24 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

25 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
26 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
27 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
28 provides that every employer shall furnish each of his or her employees with an accurate

1 itemized wage statement in writing showing, among other things, gross wages earned and all
2 applicable hourly rates in effect during the pay period and the corresponding amount of time
3 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
4 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
5 during the pay period and the total hours worked, and the applicable pay period in which the
6 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
7 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
8 identify such information. More specifically, the wage statements failed to identify the
9 accurate total hours worked each pay period. When the hours shown on the wage statements
10 were added up, they did not equal the actual total hours worked during the pay period in
11 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
12 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
13 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
14 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
15 statements which violated Cal. Lab. Code § 226.

16 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
17 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
18 the wages are paid not more than seven (7) calendar days following the close of the payroll
19 period. Cal. Lab. Code § 210 provides:

20 in [I]n addition to, and entirely independent and apart from, any other penalty provided
21 this article, every person who fails to pay the wages of each employee as provided in
22 Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial
23 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
24 each subsequent violation, or any willful or intentional violation, two hundred dollars
25 (\$200) for each failure to pay each employee, plus 25 percent of the amount
26 unlawfully withheld.

27 20. DEFENDANT from time to time failed to pay PLAINTIFF and the
28 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.

1 21. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
2 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
3 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
4 employees earn non-discretionary remuneration, including, but not limited to, incentives,
5 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
6 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
7 their base rates of pay.

8 22. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
9 employees be calculated by dividing the employee's total wages, not including overtime
10 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
11 days of employment.

12 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
13 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
14 earned non-discretionary incentive wages which increased their regular rate of pay.
15 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
16 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
17 required under Cal. Lab. Code Section 246.

18 24. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
19 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
20 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
21 believes and based thereon alleges that such failure to pay sick pay at regular rate was
22 willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are
23 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

24 25. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
25 to collect or receive from an employee any part of wages theretofore paid by said employer
26 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and
27 the AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
28 PLAINTIFF and the AGGRIEVED EMPLOYEES, failed to disclose all aspects of the

1 deductions from compensation payable to PLAINTIFF and the AGGRIEVED
2 EMPLOYEES, and thereby failed to pay these employees all wages due at each applicable
3 pay period and upon termination.

4 26. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
5 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
6 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
7 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
8 2802, employers are required to indemnify employees for all expenses incurred in the course
9 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
10 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
11 employee in direct consequence of the discharge of his or her duties, or of his or her
12 obedience to the directions of the employer, even though unlawful, unless the employee, at
13 the time of obeying the directions, believed them to be unlawful."

14 27. In the course of their employment PLAINTIFF and the AGGRIEVED
15 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
16 personal cellular phones and home offices as a result of and in furtherance of their job duties
17 as employees for DEFENDANT but are not reimbursed or indemnified by DEFENDANT
18 for the cost associated with the use of their personal cellular phones and home offices for
19 DEFENDANT's benefit. Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES
20 were required by DEFENDANT to use their personal cellular phones and home offices. As
21 a result, in the course of their employment with DEFENDANT, PLAINTIFF and the
22 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but
23 were not limited to, costs related to the use of their personal cellular phones and home
24 offices all on behalf of and for the benefit of DEFENDANT.

25 28. In violation of the applicable sections of the California Labor Code and the
26 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
27 DEFENDANT as a matter of company policy, practice and procedure, intentionally,
28 knowingly and systematically failed to provide PLAINTIFF and the other AGGRIEVED

1 EMPLOYEES suitable seating when the nature of these employees' work reasonably
2 permitted sitting.

3 29. DEFENDANT knew or should have known that PLAINTIFF and other
4 AGGRIEVED EMPLOYEES were entitled to suitable seating and/or were entitled to sit
5 when it did not interfere with the performance of their duties, and that DEFENDANT did
6 not provide suitable seating and/or did not allow them to sit when it did not interfere with
7 the performance of their duties.

8 30. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
9 EMPLOYEES, DEFENDANT violated California Labor Code Section 1198 and Wage
10 Order 4-2001, Section 14 by failing to provide suitable seats. PLAINTIFF seeks penalties
11 on behalf of PLAINTIFF and other AGGRIEVED EMPLOYEES as provided herein.
12 Providing suitable seating is the DEFENDANT's burden. As a result of DEFENDANT's
13 intentional disregard of the obligation to meet this burden, DEFENDANT violated the
14 California Labor Code and regulations promulgated thereunder as herein alleged.

15 31. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
16 terminated and DEFENDANT has not tendered payment of all wages owed as required by
17 law. Additionally, at all times during the term of PLAINTIFF's employment with
18 DEFENDANT, PLAINTIFF and other AGGRIEVED EMPLOYEES earned and accrued
19 vested vacation and holiday time on the date of their termination pursuant to
20 DEFENDANT's uniform vacation policies and applicable California law. The amount of
21 vacation pay PLAINTIFF and the other AGGRIEVED EMPLOYEES earned and
22 accumulated is evidenced by DEFENDANT's business records. Additionally,
23 DEFENDANT also underpaid accrued vested vacation wages to PLAINTIFF and other
24 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay and
25 more specifically the final rate of pay that included all non-discretionary incentive
26 compensation. Rather than pay vacation wages at the regular rate of pay, DEFENDANT
27 underpaid vacation wages to PLAINTIFF and other AGGRIEVED EMPLOYEES at their
28 base rates of pay, instead of including all of the PLAINTIFF's and other AGGRIEVED

1 EMPLOYEES' non-discretionary incentive compensation into the vacation wage payment
2 calculations. DEFENDANT failed to specify in DEFENDANT's written vacation policy the
3 rate at which PLAINTIFF and other AGGRIEVED EMPLOYEES would be paid vacation
4 upon leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful
5 practice, policy and procedure to deny paying the PLAINTIFF and other AGGRIEVED
6 EMPLOYEES all of their vested vacation and holiday time, DEFENDANT failed to pay the
7 PLAINTIFF and other AGGRIEVED EMPLOYEES all vested vacation time as wages due
8 upon employment termination, in violation of the California Labor Code, Sections 201, 202,
9 203 and 227.3. Similarly, DEFENDANT underpaid waiting time penalties to PLAINTIFF
10 and other AGGRIEVED EMPLOYEES at their base rates of pay, instead of including all of
11 the PLAINTIFF's and other AGGRIEVED EMPLOYEES' non-discretionary compensation
12 into the waiting time penalty calculations. This failure by DEFENDANT is believed to be
13 the result of DEFENDANT's unlawful, unfair and deceptive refusal to provide compensation
14 for earned, accrued and vested vacation and holiday time, as well as the corresponding
15 waiting time penalties that were paid. DEFENDANT perpetrated this unlawful, unfair and
16 deceptive practice to the detriment of PLAINTIFF and other AGGRIEVED EMPLOYEES.
17 DEFENDANT's uniform practice and policy of failing to pay PLAINTIFF and other
18 AGGRIEVED EMPLOYEES for all vested vacation and holiday time accumulated at
19 employment termination violated and continues to violate Section 227.3 of the California
20 Labor Code.

21 **JURISDICTION AND VENUE**

22 32. This Court has jurisdiction over this Action pursuant to California Code of
23 Civil Procedure, Section 410.10.

24 33. Venue is proper in this Court pursuant to California Code of Civil Procedure,
25 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
26 employs AGGRIEVED EMPLOYEES across California, including in this County, and
27 committed the wrongful conduct herein alleged in this County against AGGRIEVED
28

1 EMPLOYEES.

2 **FIRST CAUSE OF ACTION**

3 **For Violation of the Private Attorneys General Act**

4 **[Cal. Lab. Code §§ 2698]**

5 **(By PLAINTIFF and Against All Defendants)**

6 34. PLAINTIFF realleges and incorporates by this reference, as though fully set
7 forth herein, the prior paragraphs of this Complaint.

8 35. PAGA is a mechanism by which the State of California itself can enforce state
9 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
10 the state's labor law enforcement agencies. An action to recover civil penalties under
11 PAGA is fundamentally a law enforcement action designed to protect the public and not to
12 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
13 but to create a means of "deputizing" citizens as private attorneys general to enforce the
14 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
15 public interest to allow aggrieved employees, acting as private attorneys general to recover
16 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
17 claims cannot be subject to arbitration.

18 36. PLAINTIFF, and such persons that may be added from time to time who
19 satisfy the requirements and exhaust the administrative procedures under the Private
20 Attorney General Act, brings this Representative Action on behalf of the State of California
21 with respect to herself and all individuals who are or previously were employed by
22 DEFENDANT in California, including any employees staffed with DEFENDANT by a third
23 party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the
24 time period of August 9, 2023 until a date as determined by the Court (the "PAGA
25 PERIOD").

26 37. On August 9, 2024, PLAINTIFF gave written notice by electronic mail to the
27 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
28 employer of the specific provisions of this code alleged to have been violated as required by

1 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
2 herein (*PAGA Notice only without draft complaint*). The statutory waiting period for
3 PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to
4 Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA
5 pursuant to Section 2699 as the proxy of the State of California with respect to all
6 AGGRIEVED EMPLOYEES as herein defined.

7 38. The policies, acts and practices heretofore described were and are an unlawful
8 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
9 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
10 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
11 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
12 required expenses, (f) failed to provide wages when due, and (g) failed to provide suitable
13 seating, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201,
14 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197,
15 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040,
16 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure
17 to Provide Seating), and the applicable Wage Order(s), and thereby gives rise to civil
18 penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil
19 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
20 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF
21 and the AGGRIEVED EMPLOYEES.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
24 severally, as follows:

25 1. On behalf of the State of California and with respect to all AGGRIEVED
26

27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and,

B) An award of attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §2699.

Dated: November 11, 2024 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
LLP

By: /s/ Nicholas De Blouw
Norman B. Blumenthal
Kyle R. Nordrehaug
Nicholas J. De Blouw

Attorneys for Plaintiff

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

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WRITERS EXT:

1004

August 9, 2024

CA3405

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Innovative Integrated Health, Inc.
Certified Mail #9589071052701737667570
Erin Ezra
1 SPECTRUM POINTE DRIVE
SUITE 340
LAKE FOREST, CA 92630

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 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 Violation of Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Innovative Integrated Health, Inc. in California, including any employees staffed with Innovative Integrated Health, Inc. by a third party, and classified as non-exempt employees during the time period of August 9, 2023 until a date as determined by the Court. Our offices represent Plaintiff Christine Taylor (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Innovative Integrated Health, Inc. (“Defendant”). Plaintiff was employed by Defendant in California from September of 2022 to October 11, 2023. Plaintiff was all times classified by Defendant 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. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B).

Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 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), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw
Nicholas J. De Blouw, Esq.

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EXHIBIT C
(LWDA PROOF OF SUBMISSION)

Amit Peery, Esq. (State Bar No. 179697)
THE PEERY LAW FIRM
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Westlake Village, California 91362
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ap@peerylaw.com

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

**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

**DECLARATION OF AMIT PEERY IN
SUPPORT OF STIPULATION AND
[PROPOSED] ORDER TO:**

- 1) CONSOLIDATE RELATED CASES;**
- 2) GRANT LEAVE TO FILE FIRST
AMENDED COMPLAINT
(CONSOLIDATED COMPLAINT); and**
- 3) APPROVE PAGA SETTLEMENT**

*[Filed concurrently with Stipulation and
[Proposed] Order; and Declaration of Christine
T. LeVu]*

*Assigned to the Honorable Gregory Pulskamp
Division J*

I, AMIT PEERY, hereby declare and state as follows:

1. I am an attorney, duly admitted to the practice law in this Court and other courts within the State of California. I am the attorney of record for the Plaintiff, Vincent Herrera, in the above entitled action. I have personal knowledge of the facts set forth herein. If called as a witness to testify to the facts set forth herein, I could and would do so competently.

2. I obtained my license to practice law from the State Bar of California in 1995 and since that time, for nearly thirty (30) years, have been actively practicing law, specifically inclusive of representation of clients in employment matters such as this one, with an emphasis in wage and hour issues and claims (individual, PAGA and class claims).

3. On July 25, 2024, my office, on behalf of Plaintiff, complied with the requirements set forth in California Labor Code § 2698 et seq., the Labor Code Private Attorneys General Act (hereinafter, “PAGA”), by submitting a written notice (the “Herrera PAGA Notice”) online to the Labor and Workforce Development Agency (“LWDA”) and by serving it on the Defendant, Innovative Integrated Health, Inc., via certified mail setting forth the facts and theories of wage, hour and other labor code violations alleged against Defendant. A true and correct copy of the Herrera PAGA Notice is attached to this Declaration as Exhibit A.

4. On October 3, 2024, I caused to be filed on behalf of Plaintiff Herrera a Complaint against Defendant (the “Herrera Action”) seeking individual damages and civil penalties based on the facts alleged in the PAGA Notice and which Herrera Action.

5. On February 4, 2025, Defendant’s counsel filed a Notice of Related Case relative to another Complaint that had been filed by Christine Taylor (“Taylor”) against Defendant on November 12, 2024. Taylor’s Complaint was also filed in the Kern County Superior Court, case number BCV-24-103864 (the “Taylor Action”), and sought civil penalties under PAGA relative to a PAGA Notice that was filed with he LWDA on August 9, 2024 (the “Taylor PAGA Notice”).

6. From the initiation of action to the date of this Declaration, Defendant has been represented by two different law firms; Berger Kahn, ALC representing Defendant in the Herrera

1 Action and O'Hagan Meyer representing Defendant in the Taylor Action. Based on my
2 experience, it is my understanding that each of these firms and the counsel assigned to handle
3 these cases have extensive experience in labor law, inclusive of wage and hour and PAGA
4 lawsuits.

5 7. Based on my review of the Taylor Action (and the Taylor PAGA Notice), I can confirm
6 that the causes of action in both the Taylor Action and Herrera Action (the "Actions") are against
7 the same Defendant and, in my opinion, involve similar claims such that I would consider them
8 related cases. Based on the Stipulation which this Declaration is in support of, all the involved
9 attorneys appear to be of like opinion that the two matters are related.

10 8. From the date the Herrera PAGA Notice was served on Defendant, to the present,
11 Defendant has vehemently denied and continues to deny any liability and wrongdoing to Plaintiff
12 and/or to any of the allegedly aggrieved employees for the violations alleged in the Herrera
13 PAGA Notice and the Herrera Action.

14 9. Over the many months that have passed since first filing and serving Herrera's PAGA
15 Notice, all the parties to this matter, through respective counsel, have been exchanging informal
16 discovery and information regarding the Plaintiffs, Aggrieved Employees and the alleged claims
17 and other facts related to the PAGA Notices, Actions, claims and defenses thereto. The
18 information and documentation exchanged include, but was not limited to, information about the
19 number of aggrieved employees, the number of pay periods at issue, and the number of current
20 and former employees, time records, pay stubs, personnel records, and policies. In addition, I,
21 along with other counsel, have engaged in extensive and adversarial discussions and argument
22 regarding the facts of the case and the legal merits of Plaintiffs' claims and defenses thereto.

23 10. On August 22, 2025, I participated in an all-day mediation between and among the
24 involved parties in the Actions with a well-respected and labor law experienced mediator, Kelly
25 A. Knight, Esq. After a full day of discussion and negotiation Mr. Knight made a mediator's
26 proposal.

11. Following the mediation and 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.

12. The terms and conditions of the settlement agreement are set forth in a fully executed PAGA Settlement Agreement (the “Settlement” and “Settlement Agreement”), a true and correct copy of which is attached to this Declaration as **Exhibit B**.

13. The Settlement Agreement resolves all claims asserted in the Action and contemplates that the Action will be dismissed with prejudice in exchange for the consideration to be paid by Defendant as set out in the Settlement Agreement.

14. Both I and, I am informed and believe, the other experienced counsel in this matter, have given 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.

15. The Parties respectfully request that the Court enter the accompanying Order, approving the Settlement, as permitted by Labor Code § 2699(1).

16. The Parties have stipulated and agreed that within five (5) days of Defendant making the Settlement Payment, Plaintiff will dismiss the Action with prejudice and the Court shall retain jurisdiction over the Parties and the Action to enforce the Settlement Agreement pursuant to California Code of Civil Procedure § 664.6.

17. A neutral administrator, Apex Class Action LLC, has been selected by the Parties to administer the Settlement with respect to payment distribution obligations and, as attested to by the Parties in the Settlement Agreement attached hereto, the Parties and their 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.

18. I have submitted online through the LWDA’s PAGA filing portal a copy of the Complaint as required. Also, immediately prior to executing this Declaration and submitting the Stipulation and [Proposed] Order Approving the PAGA Settlement, I submitted through the LWDA’s PAGA filing portal a copy of the First Amended Complaint, the Settlement Agreement and the Stipulation and Proposed Order Approving Settlement, and this Declaration. A true and correct copy of the submission confirmation email is attached hereto as **Exhibit C**.

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

Dated: _____

Amit Peery

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**EXHIBIT A
(HERRERA PAGA NOTICE)**



4550 E. Thousand Oaks Boulevard, Suite 100
Westlake Village, California 91362

T: (818)995-4079

F: (818)995-6514

E: ap@peerylaw.com

July 25, 2024

Labor & Workforce Development Agency
Via electronic submission

INNOVATIVE INTEGRATED HEALTH, INC.
1200 Newport Center Drive, Suite 230
Newport Beach, CA 92660
Via Certified Mail

Erin Ezra
Agent for Innovative Integrated Health, Inc.
1 Spectrum Pointe Drive, Suite 340
Lake Forest, CA 92630
Via Certified Mail

**Re: Labor Code Violations / Compliance Letter of California Labor Code § 2698, the
Private Attorneys General Act of 2004**

Dear LWDA:

This office represents Vincent Herrera ("our client"), a former California employee of Innovative Integrated Health, Inc. ("Defendant") who worked at Defendant's senior care home / facility located in Fresno, California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 et seq. Accordingly, we set forth below the following provisions of the California Labor Code and Industrial Welfare Commission orders that Defendant has violated with respect to our client and other of its non-exempt California employees ("Aggrieved Employees") along with the facts and theories in support thereof.

Our client alleges that he and Aggrieved Employees were not provided meal breaks or paid premium wages in lieu thereof in violation of Labor Code §§ 226.7, 512, and IWC Wage Order No. 5-2001. Our client and other Aggrieved Employees were employed and worked more than five hours per day but were not provided with meal breaks as required by Labor Code §512 which provides that employees employed for more than 5 hours in a day are required to be provided a meal period of not less than 30 minutes, and second meal period of not less than 30 minutes if employed for more than 10 hours in a day. Defendant would often deny our client and Aggrieved Employees meal periods. Our client and Aggrieved Employees would be forced to keep working

during busy days/times and otherwise according to Defendant's needs or desires (Defendant prioritizing its business needs/profits over compliance with labor laws). When our client and Aggrieved Employees were given or able to take meal breaks, they were often times late, cut-short or interrupted, and our client and Aggrieved Employees were not able to leave the facility, remaining under the control of Defendant. For each day they worked without being provided a proper meal break, our client and Aggrieved Employees were entitled to one additional hour of pay at their regular rate of compensation. Defendant failed to pay these premium wages. Accordingly, the Defendant has violated Labor Code §§ 512, 226.7 and IWC Wage Order No. 5-2001 (giving rise to damages and penalties inclusive of those set forth in Labor Code §558).

Our client further alleges that Defendants failed to provide required and proper rest periods or pay premium wages to him and other Aggrieved Employees in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001. Our client and Aggrieved Employees were entitled to but denied an uninterrupted, 10-minute, rest period for every four (4) hours of work or major fraction thereof. Defendant had no policy of mandating or requiring rest periods for our client and Aggrieved Employees. Rather, our client and Aggrieved Employees would often be told by superiors that it was too busy at the facility for them to take a rest break and so Defendant would not provide and deny rest breaks that our client and Aggrieved Employees were entitled to take. When our client and Aggrieved Employees were given or able to take rest break(s) they were often times late, cut-short or interrupted, and our client and Aggrieved Employees were not able to leave the facility, remaining under the control of Defendant. For each day they worked without being provided a proper rest break, our client and Aggrieved Employees were entitled to one additional hour of pay at their regular rate of compensation. Defendant failed to pay these premium wages. Therefore, Defendants have violated Labor Code § 226.7 and IWC Wage Order No. 5-2001 (giving rise to damages and penalties inclusive of those set forth in Labor Code §558).

Defendant also failed to pay our client and certain Aggrieved Employees all wages due at the separation of their employment as required by Labor Code §§ 201 and 202. As stated above, our client and certain Aggrieved Employees were not paid all wages due during the course of their employment and as a result of this failure were not timely paid all wages due at the separation of employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and Aggrieved Employees who have left their employment with Defendants.

Defendant also failed to reimburse our client and other Aggrieved Employees for necessary expenditures or losses they incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802. Our client and Aggrieved Employees were required to pay for and use their own cellular phones in relation to their employment and communicating with the Defendant. They did so without due reimbursement.

Our client further alleges that Defendant failed to provide her and all other Aggrieved Employees with wage statements as required by Labor Code § 226(a). Labor Code §226(a) requires employers to furnish employees with accurate itemized wage statements that show, among other things, certain identifying information about the employer, gross wages earned, total hours worked, net wages earned, the inclusive dates of the period for which the employee is paid, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Wage statements provided to our client and other Aggrieved

Employees were not in compliance with Labor Code §226(a), including as a result of Defendant's failure to accurately itemize gross and net wages as stated above.

The \$75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter. If you have any questions or require any additional information please do not hesitate to contact the undersigned. Thank you.

Very truly yours,



Amit Peery, Esq.
THE PEERY LAW FIRM

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EXHIBIT B
(PAGA SETTLEMENT AGREEMENT)

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”), dated for reference purposes March 10, 2026, is made and entered into by and between Vincent Herrera (“Herrera”) and Christine Taylor (“Taylor”) on the one hand (collectively “Plaintiffs”) and Innovative Integrated Health, Inc., a California corporation (“Defendant”) on the other hand with respect to the following definitions, recitals, terms and conditions:

ARTICLE 1 DEFINITIONS

The following capitalized terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- 1.1 “Actions” means and refers to both the Herrera Action and the Taylor Action defined below (including a consolidation of the two into either the Herrera Action or Taylor Action).
- 1.2 “Administrator” means, Apex Class Action LLC (“Apex”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administrative Expenses Payment” means the approved amount the Administrator will be paid from the Gross Settlement Amount for reimbursement of its reasonable fees and expenses incurred in administering the Settlement.
- 1.4 “Aggrieved Employees” means all non-exempt California employees who worked for Defendant during the PAGA Release Period.
- 1.5 “Aggrieved Employee Data” means, to the extent available to Defendant, the Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6 “Complaints” means and refers to the Complaints filed in both the Herrera Action and Taylor Action.
- 1.7 “Defense Counsel” means and refers to both Defense Counsel on Herrera Matter and Defense Counsel on Taylor Matter.
- 1.8 “Defense Counsel on Herrera Matter” means and refers to BERGER KAHN, a law corporation, attention: Erin R. Ezra, Esq.; email addresses for notice and contact: eezra@bergerkahn.com and tphillips@bergerkahn.com.
- 1.9 “Defense Counsel on Taylor Matter” means and refers to O’HAGAN MEYER, attention: Elizabeth Martin; email address for notice and contact: emartin@ohaganmeyer.com.

- 1.10 “Effective Date” means the date on which the Court issues an Order approving this Agreement and the Parties’ Settlement.
- 1.11 “Gross Settlement Amount” means Three Hundred and Fifty Thousand Dollars (\$350,000.00) which is the total amount Defendant has agreed to pay pursuant to this PAGA Settlement.
- 1.12 “Herrera Action” means and refers to the PAGA lawsuit filed by Herrera, on behalf of himself and all “aggrieved employees” pursuant to Labor Code Section 2698 et seq. against the Defendant in the Kern County Superior Court, identified by case number BCV-24-103382.
- 1.13 “Herrera’s Counsel” means The Peery Law Firm, attention Amit Peery, 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, California 91362; email: ap@peerylaw.com.
- 1.14 “Herrera Court” means and refers to the Superior Court for the State of California, County of Kern (Hon. Gregory Pulskamp presiding, or such other Judge as may preside over the Herrera Action).
- 1.15 “Herrera’s PAGA Notice” means and refers to that certain PAGA Letter by Herrera’s Counsel dated July 25, 2024 and submitted to the LWDA and served on Defendant on or about that same date.
- 1.16 “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of 35% of the Aggrieved Employees’ Share (35% of the Net Settlement Fund).
- 1.17 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.18 “Net Settlement Fund” means the Gross Settlement Amount less the following amounts (defined and described in paragraph 3.2 of this Agreement): (i) the Herrera Payment, (ii) the Taylor Payment; (iii) Litigation Costs; (iv) Attorney Fees and (iv) the Administrative Expenses Payment.
- 1.19 “Order” means an Order issued by the Herrera Court approving the Settlement. To avoid confusion, the date an Order is issued is also referred to herein as the Effective Date (subject to Section 6.2).
- 1.20 “PAGA” means the Private Attorneys General Act (Labor Code §§2698, et seq.).
- 1.21 “PAGA Notices” means and refers to both Herrera’s PAGA Notice and Taylor’s PAGA Notice.
- 1.22 “PAGA Notice Referenced Statutes” means the California Labor Code sections and IWC wage orders set forth and referred to in the PAGA Notices and the Complaints filed in the Actions.

- 1.23 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day as a non-exempt employee during the PAGA Release Period.
- 1.24 “PAGA Release Period” is the period from July 26, 2023 to October 22, 2025.
- 1.25 “Parties” means and refers to the Plaintiffs and Defendant collectively.
- 1.26 “Plaintiffs” mean Herrera and Taylor collectively.
- 1.27 “PAGA Counsel” means and refers to both Herrera’s Counsel and Taylor’s Counsel.
- 1.28 “Released Parties” means each and all of Defendant and Defendant’s former and/or current parents, subsidiaries, affiliates, employees and any other entities that could be considered to have employed (jointly or otherwise) Plaintiffs and the Aggrieved Employees during the PAGA Release Period as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.
- 1.29 “Settlement” means the Parties’ resolution of their dispute and disposition of the Actions on the terms and conditions set forth in this Agreement.
- 1.30 “Taylor Action” means and refers to the PAGA lawsuit filed by Taylor, on behalf of the State of California, as a private attorney general, against the Defendant in the Kern County Superior Court, identified by case number BCV-24-103864.
- 1.31 “Taylor’s Counsel” means Blumenthal Nordrehaug Bhowmik De Blouw LLP, attention: Norman B. Blumenthal, Kyle R. Nordrehaug, Nicholas J. De Blouw, Esq., Christine LeVu, Esq., and Brooke W. Waldrop, Esq.; 2255 Calle Clara, La Jolla, CA 92037; email addresses: deblouw@bamlawca.com; christine@bamlawca.com; brooke@bamlawca.com.
- 1.32 “Taylor Court” means and refers to the Superior Court for the State of California, County of Kern (Hon. T. Mark Smith presiding, or such other Judge as may preside, over the Taylor Action).
- 1.33 “Taylor’s PAGA Notice” means and refers to that certain PAGA Letter by Taylor’s Counsel dated August 9, 2024 and submitted to the LWDA and served on Defendant on or about that same date.

ARTICLE II RECITALS

- 2.1 On or about July 25, 2024, Herrera’s Counsel submitted to the LWDA and served Herrera’s PAGA Notice on the Defendant asserting that Defendant had and was violating California Labor Codes and IWC Wage Orders with respect to Herrera and other Aggrieved Employees. On or about August 9, 2024, Taylor’s Counsel submitted to the LWDA and

served on Defendant Taylor's PAGA Notice asserting that Defendant had and was violating California Labor Codes and IWC Wage Orders with respect to Taylor and other Aggrieved Employees. A copy of the PAGA Notices are attached as Exhibit A to this Agreement.

- 2.2 On October 3, 2024, Herrera initiated the Herrera Action.
- 2.3 On November 12, 2024, Taylor initiated the Taylor Action.
- 2.4 Defendant filed Answers to the Complaints filed in the Actions, denied all the allegations therein and has and continues to protest and dispute that it failed to comply with the California Labor Codes, IWC Wage Orders and any other laws referenced therein and in the PAGA Notices.
- 2.5 By and through this Agreement, the Parties intend to fully resolve Plaintiffs' claims for PAGA penalties arising from alleged violations that occurred during the PAGA Release Period. This Agreement and the Settlement reflected herein follows months of litigation and investigation of the facts pertaining to the Actions (including but not limited to informal discovery exchanges) as well as the legal merits regarding the claims and defenses thereto. After extensive and prolonged negotiations, including engaging in a private mediation with Kelley Knight, Esq., and after due and lengthy consideration of the facts and legal positions, avoiding uncertainty in outcome, further expense, inconvenience and distraction of engaging in protracted litigation, and the risk of an adverse outcome that each of the Parties potentially face, the Parties reached agreement on the terms of a settlement as set forth herein. At all times, the Parties' settlement negotiations have been non-collusive, adversarial and at arm's length. The Parties acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability by Defendant.
- 2.6 The Parties, PAGA Counsel and Defense Counsel by execution hereof represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
- 2.7 The Parties, PAGA Counsel and Defense Counsel by execution hereof represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 2.8 This Agreement contemplates the entry of an order by the Court (A) consolidating the Actions into one, the Herrera Action; and (B) approving the Settlement, which includes but is not limited to the (i) promise of Defendant to pay the Gross Settlement Amount; (ii) promise of Plaintiff to dismiss the Action with prejudice, with the Parties' agreement that the Court retain jurisdiction pursuant to California Code of Civil Procedure section 664.6 and otherwise as permitted by law to enforce this Agreement; (iii) the appointment of the neutral Administrator and (iv) provisions for the allocation and disbursement of the Gross Settlement Amount and Net Settlement Fund.

ARTICLE III GENERAL MONETARY TERMS

3.1 Gross Settlement Amount. Subject to issuance of the Order and the Effective Date, Defendant agrees to and shall pay the Gross Settlement Amount in full pursuant to the terms of this Agreement. The Parties agree that there are no circumstances that would require Defendant to pay an amount greater than the Gross Settlement Amount in connection with this Agreement unless the escalator clause in paragraph 7.1 herein is invoked by its terms. For the avoidance of doubt, all payments by Defendant will be made to the Administrator and the Administrator will distribute the payments from the Gross Settlement Amount (and Net Settlement Amount as applicable).

3.2 Payments from the Gross Settlement Amount. The Parties agree that the Administrator shall make/disburse and deduct the following from the Gross Settlement Amount, as provided herein and pursuant to paragraph 4.3 and subject to the Order: (i) to Herrera, an enhancement and general release payment of Fifteen Thousand Dollars (\$15,000.00) ("Herrera Payment"); (ii) to Taylor, an enhancement payment of Fifteen Thousand Dollars (\$15,000.00) ("Taylor Payment"); (iii) to Herrera's Counsel the reasonable litigation costs incurred in pursuit and settlement of the claims in the Herrera Action according to proof delivered to the Administrator and with copy to be delivered to Defense Counsel, in an amount anticipated not to exceed \$8,500.00 ("Herrera Litigation Costs"); (iv) to Taylor's Counsel the reasonable litigation costs incurred in pursuit and settlement of the claims in the Taylor Action according to proof delivered to the Administrator and with copy to be delivered to Defense Counsel, in an amount anticipated not to exceed \$19,500 ("Taylor Litigation Costs") (v) to PAGA Counsel, split 50% each to Herrera's Counsel and Taylor's Counsel, Attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount ("Attorney's Fees"); and (iv) to the Administrator, the Administrator Expenses Payment not to exceed \$10,500; all the foregoing payments being subject to, and defined to include, any modifications expressly set forth in an issued Order. Defendant agrees to the foregoing and will not oppose or object to application for the approval of any of the foregoing fees/costs/payments, unless such application should request any payment in excess of the foregoing. Should the Court order payments to Plaintiffs, PAGA Counsel or the Administrator in amounts less than set forth above, the Administrator will allocate the remainder resulting therefrom to the Net Settlement Fund. The Administrator will pay the Attorney Fees and Litigation Costs using one or more IRS 1099 Forms.

3.3 Payments from the Net Settlement Fund. The Parties agree that the Administrator shall distribute sixty-five percent (65%) of the Net Settlement Fund to the LWDA ("LWDA PAGA Payment") and the remaining thirty-five percent (35%) of the Net Settlement Fund to the Aggrieved Employees (the "Aggrieved Employees' Share"). The Administrator will calculate the amount of the Aggrieved Employees' Share and the amount to distribute to each Aggrieved Employee ("Individual PAGA Payments") by (a) dividing the Aggrieved Employees' Share (35% of the Net Settlement Fund) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Release Period and (b) multiplying the result by the number of Pay Periods worked by each Aggrieved Employee during the PAGA Release Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. The

Administrator will disburse the Aggrieved Employees' Share of the Net Settlement Funds without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount or Net Settlement Fund will revert to Defendant.

ARTICLE IV SETTLEMENT FUNDING AND PAYMENTS

4.1 Funding Obligations for the Gross Settlement Amount. No later than thirty (30) days following the Effective Date, Defendant shall deliver to the Administrator the Gross Settlement Amount in full. Time is of the essence with respect to the payment of the Gross Settlement Amount and all other promises to perform hereunder. The payment due hereunder shall be deposited into a Qualified Settlement Fund pursuant to Section 468B-1 of the US Treasury Regulations set up by the Administrator.

4.2 Default in Payment Obligations. If Defendant fails to timely make and deliver to the Administrator the Gross Settlement Amount in full pursuant to section 4.1 of this Agreement, Plaintiffs shall provide written notice of such failure to Defense Counsel ("Default Notice") by email and a copy by regular mail. Default Notice shall be deemed delivered on the date it is emailed to Defense Counsel. Defendant shall have fourteen (14) business days from the date of delivery of the Default Notice to timely cure and make the payment due in full (the "cure period"). If Defendant fails to cure by paying the amount due in full within the cure period, Defendant shall be in breach of this Agreement and Plaintiffs shall be entitled to either, in their sole and absolute discretion, (i) immediately enforce this Settlement and Agreement; it being stipulated and agreed that the Court shall retain jurisdiction, pursuant to California Code of Civil Procedure section 664.6 and otherwise as permitted by law for said purposes or (ii) elect to deem this Agreement null, void and of no further force and effect whereby Plaintiffs may proceed with their Actions against Defendant. Should Plaintiffs be entitled to and make an election to deem this Agreement null, void and of no further force and effect, they shall promptly notify the Court of such election.

4.3 Administrator Payments from Gross Settlement Amount. The Administrator shall promptly make the following payments from the Gross Settlement Amount promptly upon receipt thereof and in no event later than fourteen (14) calendar days thereafter:

- (i) To Herrera, Herrera's Payment;
- (ii) To Taylor, Taylor's Payment;
- (iii) To PAGA Counsel, the Litigation Costs due to each of them;
- (iv) To Herrera's Counsel, 50% of the Attorney Fees, provided that Herrera's Counsel may direct the Administrator to distribute portions thereof to other legal counsel pursuant to a fee sharing agreement with Herrera's Counsel;
- (v) To Taylor's Counsel, 50% of the Attorney Fees; and
- (vi) To the Administrator, the Administrative Expenses Payment in full.

4.4. Aggrieved Employees and Administrator's Payments from Net Settlement Fund:

4.4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 1,200 Aggrieved Employees and a total of approximately 40,000 pay periods from July 23, 2023 to the date of mediation. By its execution hereof, Defendant represents that the number of PAGA Pay Periods set forth in the preceding sentence is to the best of its knowledge, following careful review of Defendant's employment records, true and correct. Following execution of this Agreement, should Plaintiffs, PAGA Counsel, Defendant or Defense Counsel discover or otherwise become aware of additional Aggrieved Employees and/or PAGA Pay Periods it shall immediately notify all Parties, their counsel and the Administrator of same and the provisions of paragraph 7.1 shall become applicable if the additional number of PAGA Pay Periods meets the Escalator Threshold.

4.4.2 Aggrieved Employee Data. Within twenty one (21) days of issuance of the Order, Defendant shall deliver to Administrator the Aggrieved Employee Data in the form of a password protected Microsoft Excel spreadsheet formatted as the Administrator reasonably requests. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant shall have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible, noting that Defendant shall have no obligation to update Aggrieved Employee Data for address changes. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.4.3 Notice and Payments to Aggrieved Employees. No later than twenty-one (21) calendar days after Defendant has paid the Gross Settlement Amount in full, the Administrator shall mail to each of the Aggrieved Employees for whom Aggrieved Employee Data is provided, at their last known address, by first class United States mail, postage prepaid, the Individual PAGA Payments due to them, respectively, along with the Notice of PAGA Settlement in form substantially the same as that attached hereto **as Exhibit "B"**. No claims process is required as a condition to Administrator delivering the Individual PAGA Payments. For each settlement check and Notice of PAGA Settlement to Aggrieved Employees that is returned as undeliverable, the Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. If no current address is located, the Individual PAGA Payment for that individual will be deemed undeliverable. If any Aggrieved Employees cannot be located within two attempts at mailings by the Administrator, the individual payment for that individual will be deemed undeliverable. The value of checks uncashed more than 180 days after issuance shall be paid to the Office of the California State Controller – Unclaimed Property Fund, to be held in the name of the respective Aggrieved Employees.

4.4.4 Payment to LWDA. No later than twenty-one (21) calendar days after Defendant has paid/delivered the Gross Settlement Amount in full, the Administrator shall deliver to the LWDA the LWDA PAGA Payment.

4.5 Tax. Individual PAGA Payments are considered penalties and will not be subject to local, state or federal tax withholdings. All recipients of payments under this Agreement shall have their payments reported on an IRS Form 1099. The Administrator shall issue IRS Form 1099s (if required) to the Aggrieved Employees. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

ARTICLE V RELEASE

5.1 Herrera General Release. Subject to issuance of the Order and payment of the Gross Settlement Amount in full by Defendant, Herrera, shall be deemed to have released and discharged the Released Parties from all damages, losses, claims, causes of action and liabilities that they have, known or unknown, arising out of or relating to his employment with the Defendant, including, but not limited to all claims that were, or reasonably could have been, alleged by him individually based on the facts contained in the Complaints filed in the Herrera Action and/or the Herrera PAGA Notice including, without limiting the generality of the foregoing: (a) any and all claims under Title VII of the Civil Rights Act of 1964, as amended (“Title VII”), the Americans with Disabilities Act (“ADA”), the Employee Retirement Income Security Act, as amended (“ERISA”) (regarding unvested benefits), the Family and Medical Leave Act (“FMLA”) (regarding existing but not prospective claims), the Fair Labor Standards Act (“FLSA”), the Equal Pay Act, the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting Act (“FCRA”), the Worker Adjustment and Retraining Notification Act (“WARN Act”), the National Labor Relations act (“NLRA”), the Uniform Services Employment and Reemployment Rights Act (“USERRA”), the Genetic Information Nondiscrimination Act (“GINA”), the Immigration Reform and Control Act (“IRCA”), the Fair Employment and Housing Act (“FEHA”), the California Constitution, the California Family Rights Act (“CFRA”), the California Labor Code (including PAGA) and applicable Wage Order(s), the Unfair Competition Law, all as amended by their respective implementing regulations, and any other federal, state, or local law, (statutory, regulatory, or otherwise) that may be legally waived and released; however the identification of specific statutes or law shall not limit the scope of this general release in any manner; and (b) any and all claims for backpay, regular pay, minimum wages, premium pay, overtime pay, other wages, expenses, penalties, failure to provide meal and/or rest periods, failure to reimburse business expenses, compensatory damages, special damages, interest, commissions, bonuses, sick leave, holiday pay, vacation pay, restitution, tort claims, contract claims, equitable claims, hostile work environment claims, workplace harassment claims, wrongful termination claims, discrimination claims, public policy claims, retaliation claims, whistleblower retaliation claims, failure to provide reasonable accommodation claims, failure to engage in the interactive process claims, failure to prevent discrimination claims, failure to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and/or attorneys’ fees and costs either individually or as part of a class action, collective action, and/or representative action. For avoidance of doubt, this Agreement releases any claims Herrera may have related to his employment with Defendant, including, but not limited to, any claims for severance pay, breach

of contract, salary, bonus pay, commissions, incentive pay, overtime pay, meal and rest period premiums, final wages, minimum wages, off-the-clock work, sick leave (including, but not limited to, COVID-19 emergency sick leave), penalties (such as penalties for incorrect wage statements), wages due on termination, or any pay, premium, or penalty provided for under the California Labor Code. Herrera understands and acknowledges that Defendant disputes any claims he may have for wages, whether known or unknown. This release is hereinafter referred to as the Herrera Release.

Herrera Release does not extend to any claims or actions to enforce this Agreement, claims that cannot be released as a matter of law, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Herrera acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he presently knows of at time of signing this Agreement but agrees, nonetheless, that this release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. For purposes of the foregoing release, Herrera expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.”

5.2 Release by Aggrieved Employees: 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, and expressly excluding all other claims, including Plaintiff Taylor's individual claims which are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period.

5.3 Release Limitations: The foregoing releases do NOT include the release or waiver of any claims that could arise as a result of a breach of this Agreement by Defendant. No release set forth herein applies to any claims that cannot be released as a matter of law.

5.4 Dismissal: Plaintiffs agree to dismiss the Consolidated Action with prejudice no later than five (5) business days following the Court's approval of the Settlement and corresponding issuance of the Court's Order of approval as contemplated herein. Dismissal will be made in exchange for the Defendant's promises herein and the Parties' stipulation and agreement that **the Court shall**

retain jurisdiction over the Parties to enforce this Agreement and the Settlement pursuant to California Code of Civil Procedure 664.6.

ARTICLE VI CONSOLIDATING ACTIONS / APPROVAL OF SETTLEMENT / ORDER

6.1 Consolidating Actions / Stipulation for Leave to File First Amended Complaint. The Parties agree that the Actions shall be consolidated into one action for purposes of approving, administering and enforcing the Settlement (the “Consolidation”). The Parties agree and shall request that the two Actions be consolidated into the Herrera Action (to be the lead action) whereby the Herrera Court is presiding. Accordingly, the Parties hereby stipulate to and request that the Herrera Court grant leave to Plaintiffs to file the proposed First Amended Representative Action Complaint for Penalties Under California Labor Code 2698 et seq in form substantially similar to that attached hereto as Exhibit C , and which Complaint is and shall be referred to herein as the “Operative Complaint”. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

6.2 Court Approval of Settlement / Cooperation. The Parties will cooperate in preparing and filing with the Court a request and stipulation, supporting declaration(s) and form of proposed order (a “Stip & Order”) in support of a Court request to approve the Consolidation and Settlement and issue an Order consistent with the terms of this Agreement. If required by the Court following submission of the Stip and Order, PAGA Counsel will prepare and file a noticed motion and related documents in support of a request to approve the Consolidation and Settlement and issue an Order consistent with the terms of this Agreement (a “Motion”). Defense Counsel shall not oppose a Motion, if necessary, unless it seeks an Order inconsistent with the provisions of this Agreement. PAGA Counsel has provided (or shall provide) Defense Counsel with a copy of the Stip & Order they intend to file with the Court. If a Motion is necessary or appropriate, Plaintiffs shall provide Defense Counsel with a copy of the Motion intends to file no less than seven (7) calendar days prior to either: (i) any deadline imposed by the Court to file a Motion with the Court or (ii) if no deadline is imposed, the actual filing of the Motion with the Court. If the Parties disagree on any aspect of a Stip & Order or Motion, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to promptly resolve the disagreement. PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to satisfy any Court concerns concerning a Stip & Order and/or Motion, and also agree to take such other and further action as may be reasonably necessary to give effect to the terms of this Agreement. Defendant stipulates to and will not oppose or object to any stipulation, application or motion made consistent with the terms of this Agreement. Should the Court not grant approval of the Settlement as described in this Agreement, issue the contemplated Order, including following good faith cooperation of counsel, or decline to dismiss the Action with prejudice upon request as provided herein, this Agreement shall be null and void and have no further effect.

6.3 LWDA Notifications: Concurrently with the submission of this Agreement to the Court, Plaintiff shall transmit a copy of this Agreement to the LWDA as required by PAGA. In addition,

upon issuance and entry of a Court Order approving the Settlement, Plaintiff shall transmit a copy of said Order to the LWDA as required by PAGA.

ARTICLE VII. ESCALATOR CLAUSE

7.1 Escalator Clause: If the number of workweeks during the PAGA Release Period is later discovered or disclosed to exceed the number of workweeks represented in paragraph 4.4.1 by more than 10% of the amount stated in paragraph 4.4.1 ("Escalator Threshold"), then Defendant will have the option to either (i) increase the Gross Settlement Amount due from Defendants on a pro rata basis equal to the percentage increase in the number of workweeks set forth in paragraph 4.4.1 or (ii) shorten the PAGA Release Period to the date on which the number of workweeks reaches 44,000 workweeks. Any and all sums due under this Section 7.1 shall be paid by Defendant to the Administrator within three (3) business days of discovery/disclosure of the excess PAGA Pay Periods and the Administrator shall thereafter promptly disburse a portion of the same to PAGA Counsel pro rata with their entitlement to fees hereunder, and the remainder shall be deemed Net Settlement Funds and disbursed to the LWDA and Aggrieved Employees accordingly. In addition, Defendant shall pay the Administrator its reasonable fees and expenses incurred in performing the additional services reasonably required as a result of the escalation.

ARTICLE VIII STIPULATION FOR COURT TO RETAIN JURISDICTION / BREACH

8.1 Court Retains Jurisdiction for Enforcement of Settlement. The Parties hereby stipulate and agree that the Court shall retain jurisdiction over the Parties and the Action to enforce this Agreement and Settlement pursuant to California Code of Civil Procedure section 664.6.

8.2 Breach of Agreement. If Defendant fails to timely cure a default in payment of the Gross Settlement Amount within the cure period set forth in section 4.2 of this Agreement, or otherwise fails to comply with other material terms set forth herein and cure the same with seven (7) calendar days of written notice of such failure(s) by Plaintiffs to Defendant, it is stipulated and agreed to by the Parties that Plaintiff may apply to the Court ex-parte, or by noticed motion if required or deemed appropriate by PAGA Counsel or the Court, for the Court to enforce the terms of this Agreement and Settlement (which motion or application may be for an award of Judgment against Defendant for unpaid sums provided for herein and otherwise compelling full performance of the terms of this Agreement). On a breach of this Agreement by Defendant, Plaintiffs shall be entitled to all reasonable attorneys' fees and costs incurred in connection with the enforcement of this Agreement and any Judgment entered in relation thereto. The default and the reasonable attorneys' fees and costs incurred by Plaintiffs may be established by a declaration filed by Plaintiffs or their counsel.

ARTICLE IX MISCELLANEOUS

9.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended to or should be construed as an admission by Defendant that any of the allegations in the Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative PAGA treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement the Parties reserve all claims and available defenses to the claims in the Actions. The Settlement, this Agreement and the Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms.

9.4 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

9.5 Assignment. None of the rights, commitments, or obligations under this Agreement may be assigned by any of the Parties without the express written consent of the other and their respective counsel's prior acknowledgment and consent thereto.

9.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or tax liability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties, and approved by the Court.

9.8 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

9.10 Confidentiality. 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. Plaintiffs, PAGA Counsel, Defendant, and Defense Counsel agree that, other than (i) attaching the same to a Stip & Order or a Motion and any related filings; (ii) submitting this Agreement and any other Court filed documents to the LWDA or (iii) as may be reasonably needed to enforce and give effect to the terms of this Agreement, the Parties will not disclose, disseminate and/or publicize or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement, directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in any potentially-related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena or as otherwise required to comply with law or government orders; (5) in response to an inquiry or subpoena issued by a state or federal government agency or (6) with respect to Defendant, to provide information with respect to resolution to employees/managers/board members/members regarding the status and fact of the settlement. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. This paragraph does not restrict communications with Aggrieved Employees nor does it restrict communications acknowledging the filing of the complaint, denying the allegations in the complaint or stating that the matter was resolved/settled.

9.11 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with 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 rule of court.

9.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only.

9.13 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal holiday, such date or deadline shall be on the first business day thereafter.

9.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and, unless otherwise expressly provided for otherwise herein, be deemed to have been duly given as of the third business day after mailing by United States mail; or one business day after deposited with a nationally recognized overnight courier, with a courtesy copy to be sent via email, addressed to PAGA Counsel or Defense Counsel as applicable.

9.15 Execution / Counterparts. Copies of signatures to this Agreement exchanged between the Parties shall be enforceable as though originals. This Agreement may also be executed by electronic signature and shall be binding on the Party so signing electronically. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Each signatory signing on behalf of an entity/entities represents that they are authorized to enter into this Agreement on behalf of such entity/entities and bind it to the terms herein.

9.16 Continuing Jurisdiction - The Parties agree that the Court shall retain continuing jurisdiction over the Actions and Parties under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended for a period of not less than one (1) year starting from September 22, 2025 until the entry of the order approving this Settlement or, if not entered, the date this agreement shall no longer be of any force or effect.

By signing below, each of the undersigned acknowledges that they have read and understand, and hereby agree to and shall be bound by the recitals, terms and conditions set forth above in this PAGA Settlement Agreement.

[SIGNATURES ON FOLLOWING PAGES]

[Signature Pages to PAGA Settlement Agreement dated for reference purposes March 10, 2026]

Dated: _____

Innovative Integrated Health, Inc., a California
limited liability company

By _____

Its _____

Dated: 3/12/2026

DocuSigned by:

Vincent Herrera

09FF4A2248FB4E1

Vincent Herrera, an individual

Dated: _____

Christine Taylor, an individual

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

THE PEERY LAW FIRM

Dated: March 16, 2026

By: _____

Amit Peery, Esq.
Attorneys for Plaintiff

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP

Dated: _____

By: _____

Attorneys for Plaintiff

[Signature Pages to PAGA Settlement Agreement dated for reference purposes March 10, 2026]

Dated: 18 March 2026

Innovative Integrated Health, Inc., a California
~~limited liability company~~ corporation



By Daniel A. Lopez

Its CEO

Dated: _____

Vincent Herrera, an individual

Dated: _____

Christine Taylor, an individual

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

THE PEERY LAW FIRM

Dated: _____

By: _____
Amit Peery, Esq.
Attorneys for Plaintiff

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP

Dated: _____

By: _____
Attorneys for Plaintiff

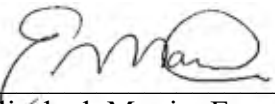
Dated: March 20, 2026

BERGER KAHN

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

Dated: March 20, 2026

O'HAGAN MEYER

By: 
Elizabeth Martin, Esq.
Attorneys for Defendant

[Signature Pages to PAGA Settlement Agreement dated for reference purposes March 10, 2026]

Dated: _____

Innovative Integrated Health, Inc., a California
limited liability company

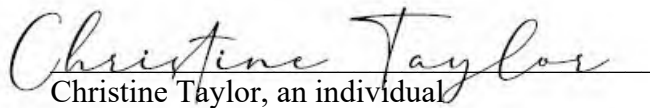
By _____

Its _____

Dated: _____

Vincent Herrera, an individual

Dated: 3-12-2026


Christine Taylor, an individual

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

THE PEERY LAW FIRM

Dated: _____

By: _____
Amit Peery, Esq.
Attorneys for Plaintiff

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP

Dated: 3/24/26

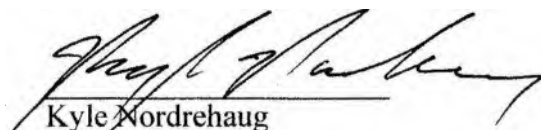
By: 
Kyle Nordrehaug
Attorneys for Plaintiff

EXHIBIT A

(PAGA NOTICES)



4550 E. Thousand Oaks Boulevard, Suite 100
Westlake Village, California 91362

T: (818)995-4079

F: (818)995-6514

E: ap@peerylaw.com

July 25, 2024

Labor & Workforce Development Agency
Via electronic submission

INNOVATIVE INTEGRATED HEALTH, INC.
1200 Newport Center Drive, Suite 230
Newport Beach, CA 92660
Via Certified Mail

Erin Ezra
Agent for Innovative Integrated Health, Inc.
1 Spectrum Pointe Drive, Suite 340
Lake Forest, CA 92630
Via Certified Mail

**Re: Labor Code Violations / Compliance Letter of California Labor Code § 2698, the
Private Attorneys General Act of 2004**

Dear LWDA:

This office represents Vincent Herrera ("our client"), a former California employee of Innovative Integrated Health, Inc. ("Defendant") who worked at Defendant's senior care home / facility located in Fresno, California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 et seq. Accordingly, we set forth below the following provisions of the California Labor Code and Industrial Welfare Commission orders that Defendant has violated with respect to our client and other of its non-exempt California employees ("Aggrieved Employees") along with the facts and theories in support thereof.

Our client alleges that he and Aggrieved Employees were not provided meal breaks or paid premium wages in lieu thereof in violation of Labor Code §§ 226.7, 512, and IWC Wage Order No. 5-2001. Our client and other Aggrieved Employees were employed and worked more than five hours per day but were not provided with meal breaks as required by Labor Code §512 which provides that employees employed for more than 5 hours in a day are required to be provided a meal period of not less than 30 minutes, and second meal period of not less than 30 minutes if employed for more than 10 hours in a day. Defendant would often deny our client and Aggrieved Employees meal periods. Our client and Aggrieved Employees would be forced to keep working

during busy days/times and otherwise according to Defendant's needs or desires (Defendant prioritizing its business needs/profits over compliance with labor laws). When our client and Aggrieved Employees were given or able to take meal breaks, they were often times late, cut-short or interrupted, and our client and Aggrieved Employees were not able to leave the facility, remaining under the control of Defendant. For each day they worked without being provided a proper meal break, our client and Aggrieved Employees were entitled to one additional hour of pay at their regular rate of compensation. Defendant failed to pay these premium wages. Accordingly, the Defendant has violated Labor Code §§ 512, 226.7 and IWC Wage Order No. 5-2001 (giving rise to damages and penalties inclusive of those set forth in Labor Code §558).

Our client further alleges that Defendants failed to provide required and proper rest periods or pay premium wages to him and other Aggrieved Employees in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001. Our client and Aggrieved Employees were entitled to but denied an uninterrupted, 10-minute, rest period for every four (4) hours of work or major fraction thereof. Defendant had no policy of mandating or requiring rest periods for our client and Aggrieved Employees. Rather, our client and Aggrieved Employees would often be told by superiors that it was too busy at the facility for them to take a rest break and so Defendant would not provide and deny rest breaks that our client and Aggrieved Employees were entitled to take. When our client and Aggrieved Employees were given or able to take rest break(s) they were often times late, cut-short or interrupted, and our client and Aggrieved Employees were not able to leave the facility, remaining under the control of Defendant. For each day they worked without being provided a proper rest break, our client and Aggrieved Employees were entitled to one additional hour of pay at their regular rate of compensation. Defendant failed to pay these premium wages. Therefore, Defendants have violated Labor Code § 226.7 and IWC Wage Order No. 5-2001 (giving rise to damages and penalties inclusive of those set forth in Labor Code §558).

Defendant also failed to pay our client and certain Aggrieved Employees all wages due at the separation of their employment as required by Labor Code §§ 201 and 202. As stated above, our client and certain Aggrieved Employees were not paid all wages due during the course of their employment and as a result of this failure were not timely paid all wages due at the separation of employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and Aggrieved Employees who have left their employment with Defendants.

Defendant also failed to reimburse our client and other Aggrieved Employees for necessary expenditures or losses they incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802. Our client and Aggrieved Employees were required to pay for and use their own cellular phones in relation to their employment and communicating with the Defendant. They did so without due reimbursement.

Our client further alleges that Defendant failed to provide her and all other Aggrieved Employees with wage statements as required by Labor Code § 226(a). Labor Code §226(a) requires employers to furnish employees with accurate itemized wage statements that show, among other things, certain identifying information about the employer, gross wages earned, total hours worked, net wages earned, the inclusive dates of the period for which the employee is paid, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Wage statements provided to our client and other Aggrieved

Employees were not in compliance with Labor Code §226(a), including as a result of Defendant's failure to accurately itemize gross and net wages as stated above.

The \$75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter. If you have any questions or require any additional information please do not hesitate to contact the undersigned. Thank you.

Very truly yours,



Amit Peery, Esq.
THE PEERY LAW FIRM

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

August 9, 2024

CA3405

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Innovative Integrated Health, Inc.
Certified Mail #9589071052701737667570
Erin Ezra
1 SPECTRUM POINTE DRIVE
SUITE 340
LAKE FOREST, CA 92630

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 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 Violation of Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Innovative Integrated Health, Inc. in California, including any employees staffed with Innovative Integrated Health, Inc. by a third party, and classified as non-exempt employees during the time period of August 9, 2023 until a date as determined by the Court. Our offices represent Plaintiff Christine Taylor (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Innovative Integrated Health, Inc. (“Defendant”). Plaintiff was employed by Defendant in California from September of 2022 to October 11, 2023. Plaintiff was all times classified by Defendant 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. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B).

Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw
Nicholas J. De Blouw, Esq.

EXHIBIT B

(Notice of PAGA Settlement)

**NOTICE OF SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 ET SEQ.)**

**RE: INNOVATIVE INTEGRATED HEALTH, INC.
KERN COUNTY SUPERIOR COURT CASE NUMBER BCV-24-103382**

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It is not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

You are receiving this Notice because you have been identified as an individual who worked for INNOVATIVE INTEGRATED HEALTH, INC., a California corporation (“Defendant”), as a non-exempt employee in California at a time between July 26, 2023 to October 22, 2025 (the “PAGA Release Period”). Please note the following:

On October 3, 2025, Vincent Herrera commenced a lawsuit against Innovative Integrated Health, Inc. (“Defendant”) in the Superior Court of California, County of Kern, case number BCV-24-103382, alleging that Defendant violated certain of California’s labor laws relating to his employment and that of other employees such as yourself. On November 12, 2024, Christine Taylor also filed a lawsuit against the Defendant in the Superior Court of California, County of Kern, case number BCV-24-103864 asserting similar claims. Both cases sought recovery of civil penalties due the State of California under the California’s Private Attorneys General Act of 2004, codified as Labor Code § 2698 et seq. (“PAGA”). PAGA is an enforcement mechanism whereby, following certain procedures, employees may file a lawsuit to recover civil penalties due to and on behalf of the State of California, which the recovery of which would be shared 65% to the State of California and 35% to aggrieved employees. The lawsuits initiated by Plaintiffs allege that Defendant violated various California Labor Code sections that give rise to the State’s entitlement to seek civil penalties, including violations related to meal and rest breaks, unpaid wages, inaccurate wage statements, etc.

Defendant vehemently denies and disputes all of the allegations made by Plaintiffs in the Lawsuit. However, after many months of argument and negotiation, the parties reached a settlement following due consideration of the facts and law, arguments, and the uncertainties, costs and risks of proceeding with litigation. The Court approved the settlement on _____ and has determined that the settlement is fair and reasonable.

The Court-approved settlement contains the following release of claims, to which you are bound: “Plaintiffs in their representative capacity for and on behalf of all Aggrieved Employees shall be deemed to fully, finally and forever released, settle, compromise, relinquish and discharge Defendants and the Released Parties from all claims, rights, demands, liabilities and causes of action for all PAGA penalties asserted against Defendants arising from or relating to the alleged violations and/or facts asserted in the Complaint and/or PAGA Notice. The foregoing releases do NOT include the release or waiver of any claims that could arise as a result of a breach of this Agreement by Defendants. No release set forth herein applies to any claims that cannot be released as a matter of law.”

“Released Parties” means each and all of Defendant and Defendant’s former and/or current parents, subsidiaries, affiliates, employees and any other entities that could be considered to have employed (jointly or otherwise) Plaintiffs and the Aggrieved Employees during the PAGA Release Period as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

You have been identified as someone who worked for the Defendant during the PAGA Release Period and so you are receiving this notice and will find enclosed a check made payable to you representing your portion of the PAGA settlement. It is important to note that this is not a class action settlement, and you cannot opt out of receiving this payment. Please note you are responsible for any taxes on the amount received as non-wage income. The check will become void in 180 days. If you do not cash your check, the amount will be transferred to the California Unclaimed Property Fund in your name.

If you have any questions, you can contact the settlement administrator at _____.

EXHIBIT C

(Operative Complaint)

Amit Peery, Esq. (State Bar No. 179697)
THE PEERY LAW FIRM
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Westlake Village, California 91362
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Website: www.bamlawca.com
Attorneys for Plaintiff Christine Taylor

**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)

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

4 I.

5 **INTRODUCTION AND FACTUAL BACKGROUND**

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

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

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

1 b. Failed to pay premium wages to Plaintiff and other Aggrieved Employees who
2 were denied compliant meal periods, in violation of Labor Code §§ 226.7, 512, and IWC Wage
3 Order 5-2001. If Plaintiff and other Aggrieved Employees received meal periods, Defendants
4 required that Plaintiff and Aggrieved Employees remain at the work site / facility. In addition,
5 Plaintiff and other Aggrieved Employees would remain on duty and under the control of
6 Defendants. Plaintiff and Aggrieved Employees were entitled to but denied compliant meal
7 periods (30-minute meal periods for every shift worked that exceeded five hours in duration, or
8 a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten
9 hours in duration), and they were not paid premium wages of one hour's pay for each missed
10 compliant first or second meal period. The foregoing violates California Labor Code §§ 226.7,
11 512 and IWC Wage Order 5-2001.

12 c. Failed to provide Plaintiff and other Aggrieved Employees with wage statements
13 that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a). As alleged
14 above, Plaintiff and other Aggrieved Employees were not paid all wages due. As such, the wage
15 statements provided by Defendants to Plaintiff and other Aggrieved Employees failed among
16 other things to accurately state all gross wages and net wages earned, in violation of Labor Code
17 §§ 226(a)(1) and 226(a)(5). Defendants knew of their legal obligations to give and accurately
18 state gross wages and net wages on pay statements but knowingly and intentionally failed to do
19 so; and

20 d. Failed to pay Plaintiff and other Aggrieved Employees who were terminated by
21 Defendants all wages due at the separation of their employment based on the time frames required
22 by Labor Code §§ 201 and 202. As stated above, Plaintiff and other Aggrieved Employees were
23 not paid all wages due during the course of their employment, and as a result of this failure,
24 Plaintiff who was terminated and other Aggrieved Employees who were terminated were not
25 timely paid all wages due at the separation of their employment. This violates Labor Code §§
26 201-202 and is alleged on behalf of Plaintiff and certain Aggrieved Employees no longer
27 employed by Defendants. Defendants knew of their legal obligations with respect to rest and
28

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)

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

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

6 m. Failed to pay all compensation due to Plaintiff and some Aggrieved Employees
7 whose employment has terminated. Additionally, at all times during the term of Plaintiffs'
8 employment with Defendants, Plaintiffs and the Aggrieved Employees earned and accrued
9 vested vacation and holiday time on the date of their termination pursuant to Defendants' uniform
10 vacation policies and applicable California law. The amount of vacation pay Plaintiffs and the
11 Aggrieved Employees earned and accumulated is evidenced by Defendants' business records.
12 Additionally, Defendants also underpaid accrued vested vacation wages to Plaintiffs and the
13 Aggrieved Employees by failing to pay such wages at the regular rate of pay and more
14 specifically the final rate of pay that included all non-discretionary incentive compensation.
15 Rather than pay vacation wages at the regular rate of pay, Defendants underpaid vacation wages
16 to Plaintiffs and the Aggrieved Employees at their base rates of pay, instead of including all of
17 the Plaintiffs and the Aggrieved Employees' non-discretionary incentive compensation into the
18 vacation wage payment calculations. Defendants failed to specify in Defendants' written
19 vacation policy the rate at which Plaintiffs and the Aggrieved Employees would be paid vacation
20 upon leaving employment with Defendants. As a result of Defendants' unlawful practice, policy
21 and procedure to deny paying the Plaintiffs and the Aggrieved Employees all of their vested
22 vacation and holiday time, Defendants failed to pay the Plaintiffs and the Aggrieved Employees
23 all vested vacation time as wages due upon employment termination, in violation of the
24 California Labor Code, Sections 201, 202, 203 and 227.3. Similarly, Defendants underpaid
25 waiting time penalties to Plaintiffs and the Aggrieved Employees at their base rates of pay,
26 instead of including all of the Plaintiffs' and the Aggrieved Employees' non-discretionary
27 compensation into the waiting time penalty calculations. This failure by Defendants is believed
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1 to be the result of Defendants' unlawful, unfair and deceptive refusal to provide compensation
2 for earned, accrued and vested vacation and holiday time, as well as the corresponding waiting
3 time penalties that were paid. Defendants perpetrated this unlawful, unfair and deceptive practice
4 to the detriment of Plaintiffs and the Aggrieved Employees. Defendants' uniform practice and
5 policy of failing to pay Plaintiffs and the Aggrieved Employees for all vested vacation and
6 holiday time accumulated at employment termination violated and continues to violate Section
7 227.3 of the California Labor Code.

8 3. Plaintiffs, on behalf of themselves and all Aggrieved Employees pursuant to Labor Code
9 § 2698 et seq., seeks all civil penalties arising from Defendants' violations of the California Labor
10 Code and IWC orders referenced above.

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

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

16 **II.**
17 **PARTIES**

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

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

24 8. Defendant INNOVATIVE INTEGRATED HEALTH, INC., is a California corporation
25 that employed Plaintiff and Aggrieved Employees in its care facilities located in a few counties
26 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

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: December xx, 2025

THE PEERY LAW FIRM

By: _____

AMIT PEERY, Attorney for Plaintiff Herrera

DATED: December xx, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP**

By: _____

Norman B. Blumenthal
Kyle R. Nordrehaug
Nicholas De Blouw

Attorneys for Plaintiff Taylor

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EXHIBIT C
(LWDA PROOF OF SUBMISSION)