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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

LISA HERNANDEZ, as an individual and on behalf of all others similarly situated, Plaintiff, vs. PPH FRANCHISE HOLDINGS, LLC, doing business as PASSPORT HEALTH, a Nevada limited liability company; and DOES 1 through 100, Defendants.	Case No.: CIVRS2400494 *[Assigned for all purposes to the Hon. Kory Mathewson, Dept. R12*] **[PROPOSED] FINAL JUDGMENT** Date: December 2, 2026 Time: 9:00 a.m. Dept.: R12

This matter came on regularly for hearing before this Court on December 2, 2026, pursuant to California Rule of Court 3.769 and this Court's June 4, 2026 Order Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Class Action and PAGA Settlement (herein "Settlement")[1] and the documents and evidence presented in support thereof, and the submissions of counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

1. Final judgment ("Judgment") in this matter is hereby entered in conformity with the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval of Class Action Settlement. The Settlement Class is defined as:

> All individuals who are or were employed by Defendant as non-exempt hourly employees in California during the Class Period.

2. The Class Period is August 6, 2020 through June 4, 2026.

3. Plaintiff Lisa Hernandez is hereby confirmed as Class Representative, and Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel.

4. Notice was provided to the Settlement Class as set forth in the Settlement. The form and manner of notice were approved by the Court on June 4, 2026, and the notice process has been completed in conformity with the Court's Order. The Court finds that said notice was the best notice practicable under the circumstances. The Notice Packet (which consists of the Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual Settlement Award) provided due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

[1] Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

5. The Court finds that no Settlement Class member objected to the Settlement, no class members have opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

6. The Court hereby approves the settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its terms.

7. For purposes of settlement only, the Court finds that (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members individually is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the members of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the Settlement Class.

8. The Court orders that Defendant deposit the Gross Settlement Amount of $129,647.66 with Phoenix Settlement Administrator, the Settlement Administrator, as provided for in the Settlement. Specifically, the Settlement Administrator will provide Defendant PPH Franchise Holdings, LLC with wire transfer information within three (3) days after Final Approval. Defendant shall fund the Settlement thirty (30) days after the Effective Date. "Effective Date" means the date by which both the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the day after the deadline for filing a notice of appeal from the Judgment, or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

9. The Court finds that the settlement payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments in conformity with the terms of the Settlement.

10. The Court finds that an incentive payment in the amount of $5,000.00 for Plaintiff Lisa Hernandez is appropriate for her risks undertaken and service to the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

11. The Court finds that attorneys' fees in the amount of $45,376.68 and litigation costs of $16,907.19 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

12. The Court orders that the Settlement Administrator shall be paid $6,000.00 from the Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

13. The Court finds that the payment to the California Labor & Workforce Development Agency ("LWDA") in the amount of $6,500.00 for its share of the settlement of Plaintiff's representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement.

14. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: twenty percent (20%) as wages; and eighty percent (80%) as penalties and interest.

15. The Court finds and determines that upon satisfaction of all obligations under the Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will have released the Released Claims as set forth in the Settlement, and will be permanently barred from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

16. In consideration for their awarded Individual Settlement Shares, as of the date the Settlement becomes Final and has been fully funded, all Participating Class Members will release, PPH Franchise Holdings, LLC, doing business as Passport Health, and any of its former and present directors, officers, shareholders, owners, direct and indirect equity holders, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates ("Released Parties") on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns any and all claims arising out of or related to the allegations set forth in the Operative Complaint that arose during the Class Period, including claims for: **(1)** failure to pay all minimum wages owed in violation of Labor Code sections 1194, 1194.2, 1197; **(2)** failure to pay all overtime wages owed in violation of Labor Code sections 204, 510, 558, 1194, 1198; **(3)** failure to provide meal periods in violation of Labor Code section 226.7, 512, 558; **(4)** failure to provide rest breaks in violation of Labor Code sections 226.7 and 516; **(5)** failure to provide accurate wage statements in violation of Labor Code sections 226 *et seq.*; **(6)** failure to indemnify all necessary business expenses in violation of Labor Code section 2802; **(7)** waiting time penalties in violation of Labor Code Section 203; and **(8)** unfair competition in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200 *et seq.* ("Released Class Claims")

17. The time period for the release of the Released Class Claims against the Released Parties shall be the same time period as the Class Period.

18. In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final and has been fully funded, all PAGA Members will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns any and all claims for civil penalties under PAGA against Defendant and the Released Parties that arise out of or reasonably relate to the claims alleged in the PAGA Notices or that could have been alleged based on the factual allegations in the PAGA Notices (the "Released PAGA Claims"). All PAGA Members who worked for Defendant during the PAGA Period will release the PAGA claims described herein and will receive a portion of

the amount set aside as PAGA penalties, regardless of whether they opt out of the release of the Class Claims. ("Released PAGA Claims")

19. The time period for the release of the Released PAGA Claims against the Released Parties shall be the same time period as the PAGA Period.

20. In consideration of Plaintiff's awarded Class Representative Service Payment, Plaintiff's Individual Class Payment, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final and is fully funded, Plaintiff, on behalf of herself and her respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, releases any and all known and unknown claims that arose on or before the date she signs this agreement against Defendant and the Released Parties, including, but not limited to, all claims under the California Fair Employment and Housing Act, California Family Rights Act, Family and Medical Leave Act, the Americans with Disabilities Act, the California Labor Code and IWC Wage Orders, and any and all federal, state, and local laws and ordinances. Expressly excluded from Plaintiff's release are any claims for workers' compensation benefits, unemployment insurance benefits, and any other claims that cannot be released by law

With respect to the Plaintiff's Released Claims only, the Parties stipulate and agree that the Plaintiff shall have, by operation of the judgment and approval order entered by the Court and the Settlement being fully funded, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides :

> 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.

21. The releases identified herein will only be effective upon the date that Defendant fully funds the Gross Settlement Amount.

22. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h), which provides, "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment."

23. The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

JUDGMENT IS SO ENTERED.

Dated: _____, 2026

_____

Honorable Kory Mathewson
Judge of the Superior Court