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Attorneys for Plaintiff
LISA HERNANDEZ

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]*

**DECLARATION OF PLAINTIFF LISA
HERNANDEZ IN SUPPORT OF MOTION
FOR APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 4, 2026
Time: 9:00 a.m.
Dept.: R12

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I, LISA HERNANDEZ, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I have been employed by Defendant PPH Franchise Holdings, LLC dba Passport Health (“Defendant”) as Registered Nurse since approximately April 2023. During my employment with Defendant, I, along with the other non-exempt employees, were required to follow Defendant’s wage and hour policies and practices.

3. During my employment with Defendant, I do not believe I was paid for all of my time worked. Specifically, I was not paid for my pre-post shift tasks, including without limitation, turning on lights, unlocking doors, booting up computers, and locking the facility. This resulted in my belief of an underpayment of minimum and overtime wages.

4. I am informed and believe, and on that basis state, that throughout my employment with Defendants, my lunch periods were not compliant with California law. Because of Defendant's work demands, my lunches often took place after my fifth hour of work and were interrupted. I am informed and believe that I did not receive meal period premiums for each missed or interrupted/short lunch.

5. During my employment, I was not allowed to take rest breaks for every four hours worked due to Defendant's work demands. I am informed and believe that I did not receive rest period premiums for each missed rest break.

6. I also do not believe I was reimbursed for purchasing scrubs and use of my personal cellular phone for business purposes.

7. Because of this, I was not provided accurate wage statements.

8. I have worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available to speak and meet with my lawyers whenever I was needed, including the entire day of the mediation on and throughout the settlement process.

1 9. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
2 my former co-workers and current employees of Defendant by helping them recover money I believe is
3 owed to them. As the named Plaintiff, I knew that I would be taking on certain risks that the other
4 employees would not have to take on. For example, I knew that there was a risk that I could be liable
5 for Defendant's costs if we lost the case. Even though I understood that joining a lawsuit is a public
6 record and could stigmatize me and may affect my future employability, I accepted that burden for the
7 benefit of other employees of Defendant because I wanted Defendant to pay its current and former
8 employees for all wages owed and missed meal and rest periods.

9 10. I have been actively involved in this case since joining this lawsuit. Without revealing
10 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
11 numerous occasions. I estimate that I have spent approximately 6-9 hours meeting with my lawyers
12 concerning the case and my responsibilities as a class representative, which included, among other
13 things, gathering various employment and non-employment related documents for use in the lawsuit,
14 reviewing documents with my lawyers and answering their questions, answering follow up questions
15 and providing guidance regarding Defendant's pay practices, and other policies and procedures that
16 Defendant required me and the other employees to follow, and helping develop a strategy as to what
17 documents and information to obtain from Defendant. My attorneys reviewed the settlement agreement
18 with me and informed me of the approval process. I made sure to ask my lawyers any questions I had
19 about the terms of the settlement agreement because I wanted to understand everything before I signed
20 it.

21 11. As part of the proposed Settlement, I have also agreed to a full general release of claims
22 related to my employment with Defendant that extend beyond the release of claims applicable to
23 members of the Class as defined in the Settlement. I understand that this includes all claims, whether
24 known or unknown, under federal, state, or local law against Defendant.

25 12. I believe my claims are typical of the members of the Class because they were required
26 to follow the same policies and procedures I was required to follow when I worked for Defendant, and
27 were subject to the same pay plan and practices. I believe Defendant's policies and procedures were
28 the same for all hourly employees in California. Since the same policies and procedures apply to myself

1 and the other hourly employees, I believe they were not paid for all time worked, not provided all meal
2 and rest periods, and not reimbursed for necessary business expenses.

3 13. As far as I am aware, I have no conflicts with any of the other hourly employees. I
4 understand that as the proposed class representative, I am responsible for representing the interests of
5 all members of the class in litigation to recover money damages for the Class. I consider the interests
6 of the Class and put the interests of the Class before my own interests.

7 14. I understand that my attorneys will request that the Court award me Service Payment of
8 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Payment is not
9 contingent upon me supporting the proposed Settlement.

10 I have reviewed this written statement and fully understand all of its contents. I declare under
11 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

12 Executed on 1/14/26, 2026 at Ontario, California.

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Lisa Hernandez (Jan 14, 2026 13:08:53 PST)

15 LISA HERNANDEZ
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