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Electronically Filed
Superior Court of California
County of San Bernardino
Rancho Cucamonga District
10/31/2024 11:38 AM
By: Kayla Schuebel, DEPUTY

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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, inclusive,

Defendants.

Case No.: CIVRS2400494

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT:**

- (1) **FAILURE TO PAY ALL MINIMUM
WAGES OWED (LABOR CODE §§ 1194,
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL OVERTIME
WAGES OWED (LABOR CODE §§ 204,
510, 558, 1194, 1198);**
- (3) **FAILURE TO PROVIDE MEAL PERIODS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) **FAILURE TO AUTHORIZE AND PERMIT
REST PERIODS (LABOR CODE §§ 226.7,
516);**
- (5) **FAILURE TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS
(LABOR CODE § 226 *et seq.*);**
- (6) **FAILURE TO INDEMNIFY ALL
NECESSARY BUSINESS EXPENDITURES
(LABOR CODE § 2802);**
- (7) **WAITING TIME PENALTIES (LABOR
CODE §§ 203);**

1 (8) UNFAIR COMPETITION (BUS & PROF
2 CODE § 17200 *et seq.*); and

3 (9) CIVIL PENALTIES UNDER THE
4 PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 *et seq.*)

5 DEMAND FOR JURY TRIAL
6 UNLIMITED CIVIL CASE
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1 Plaintiff Lisa Hernandez ("Plaintiff"), on behalf of herself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint ("FAC") against
3 PPH Franchise Holdngs, LLC, doing business as Passport Health, a Nevada limited liability
4 company, and DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief
5 alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 FAC for recovery of unpaid wages and penalties under California Business and Professions Code
9 § 17200 *et. seq.*, Labor Code §§ 203, 204, 218 *et seq.*, 226 *et seq.*, 226.7, 510, 512, 516, 558,
10 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802 and Industrial Welfare Commission Wage Order 5
11 (the "Wage Order 5"), in addition to seeking declaratory relief and restitution. This lawsuit is
12 brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
13 Defendants' violations of the California Labor Code because the amount in controversy exceeds
14 this Court's jurisdictional minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
17 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
18 County of San Bernardino. Defendants own, maintain offices, transact business, have agent(s)
19 within the County of San Bernardino, and/or otherwise are found within the County of San
20 Bernardino, and Defendants are within the jurisdiction of this Court for purposes of service of
21 process.

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was a California resident. During the four years immediately preceding the filing of the
25 lawsuit in this action and within the statute of limitations periods applicable to each cause of
26 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
27 was, and is, a victim of Defendants' policies and/or practices complained of herein, lost money
28 and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 203, 204, 218.5,

218.6, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802; California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law” or “UCL”); and Wage Order 5, which sets employment standards for the Public Housekeeping Industry, which includes the industry in which Plaintiff worked for Defendants.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the lawsuit and continuing to the present, Defendants did (and continue to do) business providing travel medicine and immunization services. Defendants employed Plaintiff and other, similarly-situated non-exempt employees within San Bernardino County and the state of California and, therefore, were (and are) doing business in San Bernardino County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this FAC when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 19) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

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1 8. At all times mentioned herein, Defendants, and each of them, were members of
2 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
3 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
5 members of the Classes.

6 **GENERAL FACTUAL ALLEGATIONS**

7 9. Plaintiff, a current non-exempt employee, has been employed by Defendants since
8 approximately April 2023. Plaintiff holds the job title of Registered Nurse, and her duties include,
9 without limitation, administering vaccines, consulting, inventory, and opening and closing the
10 facilities.

11 10. Plaintiff is generally scheduled to work Monday from 9 a.m. to 2:00 p.m., and
12 Wednesday and Thursday from 8:45 a.m. to 5:15 p.m. Defendants require Plaintiff to clock in
13 and out by logging into a website-based timekeeping system to keep track and record of her time
14 worked. Plaintiff often works 6-8.5 hour shifts.

15 11. During her employment with Defendants, Plaintiff has not been paid for all time
16 worked. Specifically, Plaintiff is charged with opening and closing the facilities and associated
17 duties, but Defendants only pay Plaintiff based on the time stamp from when she is at the
18 computer logging in or out of the timekeeping system. This policy and/or practice does not
19 capture, at a minimum, time spent turning off lights, walking to the door, and locking the facility.
20 As such, Plaintiff performs work duties while off-the-clock. This practice by Defendants results
21 in Defendants not properly tracking the time worked by Plaintiff and also results in Defendants
22 not paying Plaintiff for all wages owed for the work she performed, including failing to pay her
23 all required minimum and overtime wages.

24 12. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
25 all legally required meal periods due to Defendants' meal period policies and practices, which
26 fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work in
27 violation of California law. As a result of the work demands imposed by Defendants and Plaintiff
28 being the only employee at the clinic, Defendants often provided meal periods that were either

1 interrupted, late, short, or failed to provide a required meal period altogether. Further, when
2 Plaintiff is provided a meal period, she is not permitted by Defendants to leave the facility and
3 remains under the control of Defendants.

4 13. Although Plaintiff was not provided with all legally-compliant meal periods to
5 which she was entitled, Defendants failed to compensate Plaintiff with the required meal period
6 premium for each workday in which she experienced a meal period violation as mandated by
7 Labor Code § 226.7.

8 14. Plaintiff was also not authorized and permitted to take all legally required and
9 compliant rest periods due to Defendants' rest period policies and practices. Specifically, due to
10 Defendants' practices of understaffing and the work demands imposed by Defendants,
11 Defendants did not authorize and permit one rest period for every four hours worked, or *major*
12 *fraction thereof*. Indeed, Plaintiff has not been authorized and permitted to take any rest periods
13 during her employment with Defendants.

14 15. On those occasions when Plaintiff was not authorized and permitted to take all
15 legally-compliant rest periods to which she was entitled, Defendants failed to compensate
16 Plaintiff with the required rest period premium for each workday in which she experienced a rest
17 period violation as mandated by Labor Code § 226.7.

18 16. Defendants also failed to reimburse Plaintiff and other non-exempt employees for
19 necessary business expenses incurred during the relevant time period. Specifically, Defendants
20 required Plaintiff to purchase nursing scrubs, but Plaintiff was not reimbursed for her purchases.
21 Defendants also required Plaintiff to use her personal cellular phone for business purposes.
22 Accordingly, despite Plaintiff and the other non-exempt employees being required to purchase
23 their nursing scrubs and use their personal cellular phones, Defendants did not reimburse Plaintiff
24 or other non-exempt employees for all necessary expenditures or losses incurred by the employee
25 in direct consequence of the discharge of their duties, or of their obedience to the directions of
26 the employer in violation of California law.

27 17. As a result of Defendants' failure to pay all minimum wages, overtime wages, as
28 well as meal period premium wages and rest period premium wages, Defendants maintained

1 inaccurate payroll records and issued inaccurate wage statements to Plaintiff.

2 18. As a further result of Defendants' failure to pay all overtime and/or minimum
3 wages owed, and failure to pay all meal and rest period premium wages, Defendants failed to pay
4 Plaintiff all wages owed twice during each calendar month in violation of California law.

5 **CLASS ACTION ALLEGATIONS**

6 19. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
7 following Classes pursuant to § 382 of the Code of Civil Procedure:

8 a. The Minimum Wage Class: consists of all of Defendants' current and former non-
9 exempt employees in California who were subject to Defendants' timekeeping
10 policies/practices, during the four years preceding the filing of the lawsuit through
11 the present.

12 b. The Overtime Class: consists of all of Defendants' current and former non-exempt
13 employees in California who worked more than eight hours per day and/or forty
14 hours per week and subject to Defendants' timekeeping policies/practices, during
15 the four years immediately preceding the filing of this lawsuit through the present
16 date.

17 c. The Meal Period Class consists of all of Defendants' current and former non-
18 exempt employees who worked at least one shift in excess of 5.0 hours, during the
19 four years immediately preceding the filing of the lawsuit through the present.

20 d. The Rest Period Class consists of all of Defendants' current and former non-
21 exempt employees in California who worked at least one shift in excess of 3.5
22 hours during the four years immediately preceding the filing of the lawsuit through
23 the present.

24 e. The Wage Statement Class consists of all members of the: (i) Minimum Wage
25 Class; (ii) Overtime Class; (iii) Meal Period Class; and/or (iv) Rest Period Class
26 during the one year immediately preceding the filing of the lawsuit through the
27 present.
28

1 f. The Waiting Time Penalty Class consists of all members of the: (i) Overtime
2 Class; (ii) Minimum Wage Class; (iii) Meal Period Class; and/or (iv) Rest Period
3 Class who separated their employment with Defendants during the three years
4 immediately preceding the filing of the lawsuit through the present.

5 g. The Reimbursement Class consists of all of Defendants' current and former non-
6 exempt employees who worked in California and purchased nursing scrubs and/or
7 used their personal cellular phone in connection with the discharge of their work
8 duties, during the four years immediately preceding the filing of the lawsuit
9 through the present;

10 h. The UCL Class consists of members of (i) Overtime Class; (ii) Minimum Wage
11 Class; (iii) Meal Period Class, (iv) Rest Period; (v) Wage Statement Class; (vi)
12 Waiting Time Penalty Class; and/or (vii) Reimbursement Class during the four
13 years immediately preceding the filing of the lawsuit through the present.

14 20. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court,
15 to amend or modify the description of the various classes with greater specificity or further
16 division into subclasses or limitation to particular issues.

17 21. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
18 joinder of all members would be unfeasible and not practicable. The membership of the Classes
19 is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes
20 number greater than one hundred (100) individuals. The identity of such membership is readily
21 ascertainable via inspection of Defendants' employment records.

22 22. **Common Questions of Law and Fact Predominate/Well Defined Community**
23 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
24 situated employees, which predominate over questions affecting only individual members. Those
25 common questions include, without limitation:

26 i. Whether Defendants properly paid all minimum wages and/or overtime wages at
27 the regular rate to members of the Minimum Wage Class and Overtime Class
28 pursuant to Labor Code §§ 201, 202, 203, 204, 510, 558, 1194, 1194.2, 1197,

1197.1, and 1198;

- ii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- iv. Whether Defendants properly reimbursed the members of the Reimbursement Class for all necessary business expenses incurred;
- v. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- vi. Whether Defendants paid all wages owed to employees twice each calendar month pursuant to Labor Code § 204; and
- vii. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution.

23. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform minimum wage, overtime wage and prevailing wage payment, meal and rest period policies/practices, and policies/practices of reimbursing employees for necessary business expenditures. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

24. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the lawsuit. As alleged herein, Plaintiff, like the members of the Classes, was not provided all legally required minimum wages, overtime wages, and prevailing wages, was not provided with all required meal periods,

was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages when she was not provided compliant meal periods or not authorized or permitted to take compliant rest periods, was not reimbursed for necessary business expenditures, was not provided accurate, itemized wage statements, and was not provided with all wages due.

25. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

26. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal

determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 19 are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL MINIMUM WAGES OWED

(AGAINST ALL DEFENDANTS)

27. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

28. This cause of action is brought pursuant to Labor Code §§ 204, 558, 1194, 1197 and 1198 which provide that all non-exempt employees are entitled to all minimum wages for all hours worked, and provide a private right of action for the failure to pay all minimum wage compensation for all work performed.

29. At all times relevant herein, Defendants were required to properly compensate Plaintiff and the members of the Minimum Wage Class for all hours worked pursuant to California Labor Code §§ 1194, 1197 and 1198, and the Wage Order 5. The Wage Order 5, Section 4 requires an employer to pay to every employee on the established payday for the period involved not less than the applicable minimum wage for all hours worked in the payroll period. Defendants caused Plaintiff and the members of the Minimum Wage Class to work hours in a workweek but did not properly compensate Plaintiff and the members of the Minimum Wage Class at least minimum wages for such hours.

30. At all times relevant herein, Defendants lacked good faith and had no reasonable grounds for believing that their practices in failing to pay all minimum wages owed at the applicable rate was not a violation of any provision of the Labor Code relating to minimum wage, or an order of the Industrial Welfare Commission. Defendants, therefore, in addition to owing minimum wages to Plaintiff and the members of the Minimum Wage Class, also owe liquidated

1 damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to
2 Labor Code § 1194.2.

3 31. The foregoing practices and policies are unlawful and create entitlement to
4 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
5 amount of minimum wages owing, including interest thereon, as well as statutory penalties,
6 liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code
7 §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, the Wage Order 5, California
8 Code of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code
9 §§ 3287(b) and 3289.

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PAY ALL OVERTIME WAGES OWED**

12 **(AGAINST ALL DEFENDANTS)**

13 32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 33. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194
15 and 1198 which provide that all non-exempt employees are entitled to all overtime wages for all
16 overtime worked (hours in excess of 8 in one day and/or 40 in one week), and provide a private
17 right of action for the failure to pay all overtime compensation for overtime work performed.

18 34. At all times relevant herein, Defendants were required to properly compensate
19 Plaintiff and the members of the Overtime Class for all overtime hours worked pursuant to
20 California Labor Code §§ 510 and 1194, and the Wage Order 5. Labor Code § 510 and the Wage
21 Order 5, Section 3 require an employer to pay an employee "one and one-half (1½) times the
22 regular rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours per
23 workweek. Labor Code § 510 and the Wage Order 5, Section 3 also require an employer to pay
24 an employee double the employee's regular rate for work in excess of 12 hours each workday
25 and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants
26 caused Plaintiff and the members of the Overtime Class to work in excess of 8 hours in a workday
27 and/or 40 hours in a workweek but did not properly compensate Plaintiff and the members of the
28 Overtime Class at one and one-half their regular rate of pay for such hours.

1 35. The foregoing practices and policies are unlawful and create entitlement to
2 recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid
3 amount of overtime premium owing, including interest thereon, as well as statutory penalties,
4 civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 210, 216,
5 218.5, 218.6, 510, 558, 1194 and 1198, the Wage Order 5, California Code of Civil Procedure §
6 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PROVIDE MEAL PERIODS**

9 **(AGAINST ALL DEFENDANTS)**

10 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 failed in their affirmative obligation to provide all of their non-exempt employees in California,
13 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
14 in accordance with the mandates of the California Labor Code and the Wage Order 5, § 11.
15 Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and
16 members of the Meal Period Class at their respective regular rates of pay, in accordance with
17 California Labor Code §§ 204, 210, 226.7, and 512.

18 38. As a result, Defendants are responsible for paying premium compensation for meal
19 period violations pursuant to Labor Code §§ 226.7, 512, and 558, and the Wage Order 5, including
20 interest thereon, statutory penalties, civil penalties, and costs of suit.

21 **FOURTH CAUSE OF ACTION**

22 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

23 **(AGAINST ALL DEFENDANTS)**

24 39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 40. The Wage Order 5, § 12 and California Labor Code §§ 226.7, 516 and 558
26 establish the right of employees to be authorized and permitted to take a paid rest period of at
27 least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

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41. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required rest periods.

42. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

**FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS
(AGAINST ALL DEFENDANTS)**

43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

44. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with complete and accurate wage statements with respect to their rates of pay, hours worked at each rate of pay, total gross wages earned, and total net wages earned in violation of Labor Code § 226 *et seq.*

45. Defendants' failures in furnishing Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all earned overtime and/or minimum wages as well as meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

46. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq.*

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES**

3 **(AGAINST ALL DEFENDANTS)**

4 47. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 48. This cause of action is brought pursuant to Labor Code § 2802, which requires an
6 employer to “indemnify his or her employees for all necessary expenditures or losses incurred by
7 the employee in direct consequence of the discharge of his or her duties, or of his or her obedience
8 to the directions of the employer.”

9 49. As alleged herein, and due to their unlawful reimbursement policies and/or
10 practices, Defendants failed to indemnify Plaintiff and the members of the Reimbursement Class
11 all of their necessary business expenses, including, among other things, expenses related to their
12 purchase of nursing scrubs and use of their personal cellular phones.

13 50. As a proximate result of Defendants’ failure to indemnify Plaintiff and the
14 members of the Reimbursement Class for their necessary business expenses incurred, Plaintiff
15 and members of the Reimbursement Class are entitled to damages, attorneys’ fees and costs of
16 suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code
17 § 2802.

18 **SEVENTH CAUSE OF ACTION**

19 **WAITING TIME PENALTIES**

20 **(AGAINST ALL DEFENDANTS)**

21 51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 52. This cause of action is brought pursuant to Labor Code §§ 201-203 which require
23 an employer to pay all wages twice during each calendar month, immediately at the time of
24 termination of employment in the event the employer discharges the employee, or the employee
25 provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides
26 less than 72 hours of notice of his/her intent to quit, said employee’s wages become due and
27 payable not later than 72 hours upon said employee’s last date of employment.

28 //

53. Defendants failed to timely pay Plaintiff all of her wages twice during each calendar month, which include, among other things, underpaid minimum and overtime wages and meal period and rest period premium wages. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Penalty Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all wages was willful within the meaning of Labor Code § 203.

54. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Penalty Class their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and members of the Waiting Time Penalty Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

55. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

56. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to pay all overtime and/or minimum wages owed, failing to provide all required meal periods and failing to authorize and permit all required rest periods, failing to pay meal and rest period premium wage payments, and failing to reimburse all necessary business expenditures.

57. Defendants' utilization of these unfair and/or unlawful business practices continue to deprive Plaintiff and members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

58. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of

monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

59. The acts complained of herein occurred within the last four years immediately preceding the filing of the lawsuit in this action.

60. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

61. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

62. Defendants have committed several Labor Code violations against Plaintiff and other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor Code § 2698 et seq., acting on behalf of himself and other Aggrieved Employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (2) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a. Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked;

b. Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiff and other aggrieved employees all overtime compensation earned;

- c. Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees;
- d. Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees;
- e. Defendant violated Labor Code § 226 by failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Defendant violated Labor Code § 2802, by failing to reimburse Plaintiff and other aggrieved employees for all necessary business expenditures incurred in the discharge of their duties;
- g. Defendants violated Labor Code § 203-204 by failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month and/or at the time of separation of employment; and
- h. Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees.

63. On August 6, 2024, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 62 (a)-(h). Attached hereto as **Exhibit 1** is a true and correct copy of the August 6, 2024, correspondence. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

64. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which

1 she is entitled to recover under California Labor Code § 2699(g).

2 **PRAYER**

3 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
4 this suit is brought against Defendants, as follows:

- 5 1. For an order certifying the proposed Classes;
- 6 2. For an order appointing Plaintiff as representative of the Classes;
- 7 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 8 4. Upon the First Cause of Action, for compensatory, consequential, general and
9 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198.
- 10 5. Upon the Second Cause of Action, for compensatory, consequential, general and
11 special damages according to proof pursuant to Labor Code §§ 204, 558, 1194, 1197, 1197.1 and
12 1198;
- 13 6. Upon the Third Cause of Action, for compensatory, consequential, general and
14 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 15 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
16 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 17 8. Upon the Fifth Cause of Action, for statutory wage statement penalties pursuant
18 to Labor Code § 226 *et seq.*;
- 19 9. Upon the Sixth Cause of Action, for compensatory and special damages according
20 to proof pursuant to Labor Code § 2802;
- 21 10. Upon the Seventh Cause of Action, for waiting time penalties pursuant to Labor §
22 203;
- 23 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
24 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
25 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
26 *seq.*;
- 27 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other
28 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§

558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (4) no less than \$5,000.00 and up to \$25,000.00 for each violation pursuant to Labor Code § 226.8(b) and (c); and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 62 (a)-(h) above.

13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

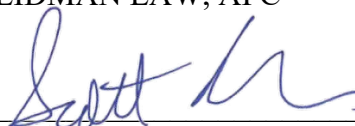
14. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

15. For such other and further relief the Court may deem just and proper.

Dated: October 31, 2024

Respectfully submitted,
LIDMAN LAW, APC

By:



Scott M. Lidman
Milan Moore
Tiara Gose-Hardy
Attorneys for Plaintiff
LISA HERNANDEZ

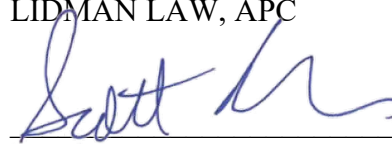
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: October 31 2024

Respectfully submitted,
LIDMAN LAW, APC

By:



Scott M. Lidman
Milan Moore
Tiara Gose-Hardy
Attorneys for Plaintiff
LISA HERNANDEZ

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

August 6, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED

PPH Franchise Holdings, LLC, doing business as Passport Health, a Nevada limited liability company

c/o Becky DeGeorge, Agent for Service of Process

CSC - Lawyers Incorporating Service

2710 Gateway Oaks Drive

Sacramento, CA 95833

Re: *Lisa Hernandez v. PPH Franchise Holdings, LLC, doing business as Passport Health, a Nevada Limited Liability Company*

To Whom It May Concern:

Please be advised that this law firm represents Lisa Hernandez in claims arising from her employment with PPH Franchise Holdings, LLC, doing business as Passport Health, a Nevada limited liability company (“Defendant”). Ms. Hernandez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly, non-exempt employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement, and/or other date approved by the Court.

Ms. Hernandez, a current non-exempt employee, has been employed by Defendant since approximately April 2023. During her employment with Defendant, Ms. Hernandez held the job title of Registered Nurse in which her duties included, without limitation, administering vaccines, consulting, inventory, and opening and closing the facilities.

During her employment with Defendant, Ms. Hernandez is generally scheduled to work Monday from 9:00 a.m. to 2:00 p.m., and Wednesday and Thursday from 8:45 a.m.

to 5:15 p.m. Defendant required Ms. Hernandez to clock in and out by logging into a website-based timekeeping system that kept track and record of her time worked. Ms. Hernandez often works 6-8.5 hour shifts.

During her employment with Defendant, Ms. Hernandez and other hourly, non-exempt employees had not been paid for all time worked. Specifically, she and other hourly, non-exempt employees are charged with opening and closing the facilities and associated duties, but Defendant only pays Ms. Hernandez and the other hourly, non-exempt employees based on the time stamp from when they are at the computer logging in or out of the timekeeping system. This policy and/or practice does not capture, at a minimum, time spent turning off lights, walking to the door, and locking the facility. As such, Ms. Hernandez and other hourly, non-exempt employees perform work duties while off-the-clock. This practice by Defendant results in Defendant not properly tracking the time worked by Ms. Hernandez and other hourly, non-exempt employees, and also results in Defendant not paying them for all wages owed for the work they performed, including failing to pay them all required minimum and overtime wages.

Throughout Ms. Hernandez's employment with Defendant, Ms. Hernandez and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices, which fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work in violation of California law. As a result of the work demands imposed by Defendant and Ms. Hernandez and other hourly, non-exempt employees being the only employee at their clinic location, Defendant often provided meal periods that were either interrupted, late, short, or failed to provide a required meal period altogether. Further, when Ms. Hernandez and other hourly, non-exempt employees are provided a meal period, they are not permitted by Defendant to leave the facility and remain under the control of Defendant.

Although Ms. Hernandez and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Ms. Hernandez and other hourly, non-exempt employees were also not authorized and permitted to take all legally required and compliant rest periods due to Defendant's rest period policies and practices. Specifically, due to Defendant's practices of understaffing and the work demands imposed by Defendant, Defendant did not authorize and permit one rest period for every four hours worked, or *major fraction thereof*. Indeed, Ms. Hernandez and other hourly, non-exempt employees have not been authorized and permitted to take any rest periods during their employment with Defendant.

On those occasions when Ms. Hernandez and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate them with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

Defendant also failed to reimburse Ms. Hernandez and other hourly, non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendant required Ms. Hernandez and other hourly, non-exempt employees to purchase nursing scrubs, but they were not reimbursed for their purchases. Defendant also required Ms. Hernandez and other hourly, non-exempt employees to use their personal cellular phone for business purposes. Accordingly, despite Ms. Hernandez and the other hourly, non-exempt employees being required to purchase nursing scrubs and use their personal cellular phones, Defendant did not reimburse them for all necessary expenditures or losses incurred by the employees in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

As a result of Defendant's failure to pay all minimum wages, overtime wages, as well as meal period premium wages and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Hernandez and other hourly, non-exempt employees.

As a further result of Defendant's failure to pay all overtime and/or minimum wages owed, and failure to pay all meal and rest period premium wages, Defendant failed to provide pay Ms. Hernandez and other hourly, non-exempt employees all wages owed twice a month and/or upon their separation of employment with Defendant.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

Minimum Wage Violations

Defendant was required to pay Ms. Hernandez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 5, § 4. Ms. Hernandez and other aggrieved employees were not paid for all hours worked due to Defendant's timekeeping and compensation practices.

Overtime Violations

Defendant was required to pay Ms. Hernandez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 5, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked." As explained above, Ms. Hernandez and other hourly, non-exempt employees worked overtime hours

but were not properly compensated due to Defendant's policy and practice of rounding and/or shaving its non-exempt employees' time.

Meal Period Violations

As alleged above, Defendant failed to provide Ms. Hernandez and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. Specifically, due to the work demands imposed by Defendant, Ms. Hernandez and other Aggrieved Employees were often unable to take a duty-free 30-minute meal period before the end of the fifth hour of work. As a result, their meal periods were often late, short, interrupted, missed, or otherwise unlawful. As a result, Ms. Hernandez and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Ms. Hernandez and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Hernandez and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Ms. Hernandez and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As alleged above, Defendant's rest period policies/practices fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. Specifically, as a result of the work demands imposed by Defendant, Defendant did not authorize and permit any rest periods. As a result, Ms. Hernandez and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Failure to Reimburse Necessary Expenditures

As described above, Defendant required Ms. Hernandez and other hourly, non-exempt employees to purchase nursing scrubs. Further, Defendant required Ms. Hernandez and other hourly, non-exempt employees to use their personal cellular phone to discharge their duties. Accordingly, despite the non-exempt employees being required to purchase

nursing scrubs and use their personal cellular phone, Defendant did not reimburse Ms. Hernandez or other hourly, non-exempt employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 5, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees 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 obedience to the directions of the employer."). Ms. Hernandez and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Ms. Hernandez and other Aggrieved Employees all of their wages and/or final wages twice a month or at the time of separation of employment, respectively. This included, among other things, underpaid minimum and overtime wages, and meal and rest period premium wages. Pursuant to Labor Code § 203, Defendant's failure to pay all final wages due to Aggrieved Employees was willful and, consequently, entitles Aggrieved Employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendant failed to pay their final wages after their separation, up to a maximum of thirty days.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Hernandez and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, meal and rest period premiums, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Ms. Hernandez and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

As an "aggrieved employee," Ms. Hernandez will initiate a civil action on behalf of herself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Hernandez's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Ms. Hernandez and other aggrieved employees the statutory minimum wage for all hours worked;

- b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Hernandez and other aggrieved employees all overtime compensation earned;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Hernandez and other aggrieved employees;
- d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Hernandez and other aggrieved employees;
- e) Defendant violated Labor Code § 226 by failing to furnish Ms. Hernandez and other aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendant violated Labor Code § 2802, by failing to reimburse Ms. Hernandez and other aggrieved employees for all necessary business expenditures incurred in the discharge of their duties;
- g) Defendants violated Labor Code § 203-204 by failing to pay Ms. Hernandez and other aggrieved employees all earned wages at least twice during each calendar month and/or at the time of separation of employment; and
- h) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Hernandez and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC



Scott M. Lidman

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On October 31, 2024, I served the foregoing document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested party(ies) in this action as follows:

**OGLETREE, DEAKINS, NASH, SMOAK
& STEWART**

Mitchell A. Wrosch (SBN 262230)
Email: mitchell.wrosch@ogletree.com
695 Town Center Drive, 15th Floor
Costa Mesa, California 92626

**OGLETREE, DEAKINS, NASH, SMOAK
& STEWART**

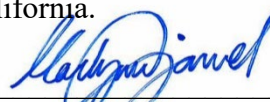
Andrew B. Levin (SBN 307199)
Email: Andy.levin@ogletree.com
Catherine N. Van Farowe (SBN 355981)
Email: Catherine.vanfarowe@ogletree.com
2415 East Camelback Road, Suite 800
Phoenix, Arizona 85016

Attorneys for Defendant
PPH FRANCHISE HOLDINGS, LLC

[X] (BY MAIL) I am "readily familiar" with Lidman Law, APC's practice of collection and processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address(es) listed above. Under the practice the correspondence would be deposited with the U.S. postal service on the same day with postage thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 31, 2024, at El Segundo, California.



Marlyn Ajanel