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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 SCOTT M. LIDMAN IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE'S SERVICE AWARD, AND ATTORNEYS' FEES AND COSTS

Date: December 2, 2026
Time: 9:00 a.m.
Dept.: R12

I, SCOTT M. LIDMAN, declare as follows:

1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the named Plaintiff Lisa Hernandez ("Plaintiff"), and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. 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 am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa cum laude*. During law school, I worked as a summer associate for the international employment law firm of Littler Mendelson, P.C., located in Los Angeles, California.

3. Since graduating from law school, my practice has focused exclusively on employment litigation. In September 1998, I began working as an associate attorney at the international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm in the world exclusively devoted to representing management in employment, employee benefits and labor law matters.

4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which was at the time one of the largest international firms in the world. During my employment at Jones Day, I worked exclusively in the labor and employment department. In or around 2003, I went to work at the law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In 2008, I returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the end of 2017, I practiced exclusively labor and employment law, with a strong emphasis and most of my time working on wage and hour class actions venued in both state and federal courts. During that time and my legal career in general, I also worked on a number of single and multi-plaintiff wage and hour matters as well.

5. During my employment at Littler Mendelson, I played a significant role in the class actions that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In particular, I received a wide-array of wage and hour class action experience performing the following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court to federal court; drafting and responding to written discovery; drafting and opposing discovery related motions; arguing discovery related motions; drafting motions to consolidate related matters; interviewing putative class members and obtaining declarations in connection with class certification; drafting oppositions to motions

for class certification; drafting motions for decertification following class certification; conducting exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification and potential damages resulting from such claims; drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named plaintiffs and putative class members; deposing retained expert witnesses; and defending the depositions of corporate witnesses. I also was involved in the negotiations and settlements of many large wage and hour class actions. In short, I played an integral role in all aspects of litigation from the inception of a matter through and beyond class certification. I also supervised the work of several junior attorneys who were staffed on the same wage and hour class actions.

6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United States District Court, Central District of California, Honorable Gary Klausner, presiding[1].
- *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California Superior Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California Superior Court, County of Alameda, Honorable Winifred Smith, presiding.
- *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN, United States District Court, Central District of California, Honorable Percy Anderson, presiding.
- *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.[2]

[1] My work on this matter including proceedings not only in District Court, but also work before the United States Court of Appeals for the Ninth Circuit as well as the United States Supreme Court.

[2] My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal and the California Supreme Court.

- *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United States Distrct Court, Central District of California, Honorable Percy Anderson, presiding.
- *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United States Distrct Court, Central District of California, Honorable Percy Anderson, presiding.
- *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.[3]
- *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-KSC, United States District Court, Southern District of California.[4]
- *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County of Solano, Honorable Paul Berman, presiding.
- *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California Superior Court, County of Orange, Honorable William Claster, presiding.
- *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California Superior Court, County of Orange, Honorable William Claster, presiding.
- *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District Court, Central District of California, Honorable Andrew Guilford, presiding.[5]
- *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.

[3] This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.
[4] The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.
[5] The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United States District Court, Southern District of California, Honorable John A. Houston, presiding.
- *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States District Court, Central District of California, Honorable Margaret Morrow, presiding.
- *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United States District Court, Northern District of California.
- *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Jeffrey B. Barton, presiding.
- *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior Court, County of Santa Clara.
- *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court, County of Los Angeles, Honorable Terry Green, presiding.
- *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior Court, County of San Francisco.
- *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District Court, Northern District of California, Honorable Richard Seeborg, presiding.

7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily wage and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder of Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-five (65) wage and hour class actions filed in State courts throughout California, with several of them having been removed to Federal courts. I believe that my professional experience renders me more than qualified

to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum wages, meal and rest period violations, and derivative penalty claims. Not only have I litigated dozens of wage and hour cases throughout my career involving similar claims, including the wage and hour class actions identified above, I have litigated similar claims from both plaintiff and defense perspectives. As a result, I am able to realistically assess and evaluate the facts and legal arguments that can be made in pursuit and defense of similar wage and hour claims, as well as those facts and arguments in support and in opposition to class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay involved in wage and hour class action litigation.

8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc*., Case No. BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Rodriguez v. Satco, Inc*., Case No. BC682137, California Superior Court, County of Los Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc*., Case No. 30-2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster presiding; *Hanke v. C&W Facility Services, Inc*., Case No. CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc*., Case No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc*., Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez v. H.F. Cox, Inc*., Case No. BC653164, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc*., Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc*., Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc*., Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc*., Case No. BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds,* Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing,* Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers*

Transportation Energy, LLC, Case No. 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding*; Romero v. Fillmore Hospitality, LLC,* Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding*; Wennerstrom, et al. v. Giant Inland Empire R.V. Center,* Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC,* Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc*., Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

9. As co-lead counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

10. On August 6, 2024, Plaintiff filed a class action Complaint against Defendant in San Bernardino County Superior Court, in the matter entitled *Lisa Hernandez v. PPH Franchise Holdings, LLC*, Case No. CIVRS2400494 (the "Action") alleging the following class action claims: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to provide accurate, itemized wage statements; (6) failed to reimburse business expenses; (7) engaged in unfair competition; and (8) is liable for civil penalties under the PAGA. On October 31, 2024, Plaintiff filed a First Amended Complaint. Subsequently, on January 8, 2026, pursuant to the Parties' settlement, Plaintiff filed a Second Amended Complaint.

11. As explained in detail in the Motion for Preliminary Approval, Plaintiff's primary theories of liability are related to Defendant's alleged failure to pay for all time worked and failure to provide Settlement Class Members all legally compliant duty-free meal and rest periods. Plaintiff alleges that Defendant failed to compensate its non-exempt employees for all time worked. Specifically, Plaintiff alleges that Defendant required Plaintiff to complete pre-shift duties, including without limitation,

turning on/off lights and unlocking/locking the facilities, but Plaintiff and the other employees were not permitted to record the time as time worked. As a result, Plaintiff contends that Defendant failed to pay her and other non-exempt employees all minimum and overtime wages owed.

12. Defendant contends that it compensated Settlement Class Members for all of their time worked. Defendant also contends that its timekeeping practices were lawful, and any unpaid time was *de minimis* and therefore non-compensable. Defendant further asserts that Plaintiff would be unable to certify an unpaid wages class given the individualized inquiries that would be required.

13. Plaintiff alleges that she and Settlement Class Members were not provided with all legally-required meal periods in compliance with California law due to Defendant's unlawful meal period policies/practices. Specifically, Plaintiff alleges that Defendant failed to provide 30-minute meal periods before the end of the fifth hour of work and/or or failed to provide a meal period at all.

14. Defendant contends that it has always maintained a lawful meal period policy and provided non-exempt employees with an opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in employee timekeeping records were solely the result of employee choice, rather than any policy or practice of Defendant. Defendant points out that under it is only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and that they have always done soFinally, Defendant contends Plaintiff's meal period claim is not suited for class certification, since individual inquiries would be required to assess which employees took non-compliant meal periods, how many meal periods were non-compliant or missed, and the reasons why a particular employee took a non-compliant meal period or missed a meal period during a particular shift.

15. Plaintiff alleges that she and other Settlement Class Members were not authorized and permitted to take all required rest periods due to Defendant's rest period policies/practices which fail to authorize and permit all rest periods for every four hours worked, *or major fraction thereof*. Specifically, Plaintiff worked shifts in excess of 3.5 hours, but was not authorized or permitted to take a ten-minute paid rest period for every four (4) hour period worked, or *major fraction thereof* as a result of the work demands imposed by Defendant and understaffing.

16. Defendant contends that its policies and procedures authorized and permitted Settlement Class Members to take all off-duty rest periods in compliance with California lawDefendant argues that Plaintiff's rest period claims are inherently unsuited for class treatment as it requires an individualized

inquiry into whether each Settlement Class member was in fact authorized and permitted to take a compliant rest period, which would devolve into an unmanageable series of mini-trials.

17. Plaintiff alleges that Defendant required her and the other Settlement Class Members to use their personal cellular phone for business purposes. Despite knowing that putative class members had incurred necessary business expenses, Defendant failed to reimburse putative class members in violation of Section 2802 and *Cochran.*

18. Defendant asserts that, given the wide array of cellular phone plans, any expenses would be *de minimis*. Moreover, Defendant denies that its employees were required to use their personal cellular phones at all.

19. Plaintiff further alleges that Defendant issued inaccurate wage statements in violation of Labor Code § 226 as a result of the alleged unpaid wages and meal and rest period premium wages described above. Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a) because the wage statements issued to Settlement Class Members did not include all hours worked and the rate at which they were being paid.

20. Defendant argues that its alleged wage statement violations could not be shown to be "knowing and intentional," and that Plaintiff cannot show that she or any other employee "suffer[ed] injury" as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for imposition of penalties.

21. Plaintiff alleges that Defendant is also liable for waiting time penalties under Labor Code section 203 as a result of its failure to pay all wages upon separation of employment. Based on the data provided by Defendant, there were approximately 37 Settlement Class Members who have separated their employment with Defendant during the relevant time period who could be entitled to waiting time penalties.

22. Defendant asserts it has strong defenses to the waiting time claim because there exist good-faith disputes as to Plaintiff's underlying claims, precluding imposition of penalties.

23. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor Code violations.

24. Since Plaintiff's PAGA claim is a derivative claim based on the underlying claims, Defendant argues that Plaintiff's PAGA claim will fail for the same reasons that her underlying claims will

fail. Defendant also maintains that, given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff's claims.

25. These considerations, not only bore heavily on the negotiations leading to the Settlement, but also confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of further litigation. As detailed in the Preliminary Approval Motion, Plaintiff carefully vetted the claims at issue and conducted a detailed liability analysis of class-wide data to calculate the damages figures. Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair, adequate, and reasonable in view of them.

26. After agreeing to participate in mediation, Defendant informally produced documents and information relevant to the claims alleged in advance of mediation, including without limitation timekeeping and payroll data for 30% of the putative class, as well as written wage and hour policies. Additionally, Defendant produced information and data points needed for a productive mediation, including without limitation, the number of putative class members, workweeks at issue, pay periods at issue, and compensation policies. After a review and analysis of the documents and information produced by Defendant, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. This discovery allowed the parties to assess the merits and value of Plaintiff's claims and Defendant's defenses thereto, if a settlement could not be reached.

27. On September 17, 2025, a mediation was held with Kevin Barnes, a well-respected mediator. During mediation, the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims and the legal basis for the claims and defenses. Ultimately, the Parties agreed in principle on a class-wide resolution. In the weeks that followed, the parties finalized the terms of settlement and executed the Class Action and PAGA Settlement ("Settlement").

28. Plaintiff submitted the Stipulation of Settlement to the Court with his Motion for Preliminary Approval on January 16, 2026. On June 4, 2026, the Court signed an Order Granting Preliminary Approval of the Settlement. A true and correct copy of the Order Granting Preliminary Approval is attached hereto as **Exhibit A**.

29. The Settlement Class encompasses: The Settlement Class is defined as: individuals who are or were employed by Defendant as non-exempt hourly employees in California during the Class Period. The Class Period is August 6, 2020 through June 4, 2026.

30. After disbursement, Settlement Class Members will have 180 days to cash their checks. *See* Settlement ¶ 5.E. Funds remaining unclaimed will be distributed to the California State Controller's Office – Unclaimed Property Fund in the name of the Settlement Class Member.

31. Moreover, in my experience in wage and hour class action matters similar to this one, fee awards generally average around 35% of the gross recovery.

32. My law firm's and co-counsel's work on this case includes, but is not limited to: conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, reviewing Defendant's documents and policies, analyzing Settlement Class Members' timekeeping data and payroll records, preparing for and attending mediation, negotiating and revising the long-form Settlement, preparing this Motion, and otherwise litigating the case.

33. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over one year without receiving any compensation to date. To date, my law firm and co-counsel's firm, Haines Law Group, APC have incurred $16,562.19 in actual costs and have devoted substantial time to this litigation and expect to incur approximately $345.00 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or court costs for future court appearances for a total of $16,907.19.[6] Attached hereto as **Exhibit B** is an Expense Summary reflecting these costs, which include but are not limited to: filing fees, messenger fees, service fees, copying costs (at $.06 per page), mediation fees, and postage.

34. My experience in matters similar to this one was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. This case involved legal issues including the propriety of statutory penalties.

35. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not

[6] This includes total costs incurred by both law firms.

responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in this matter, my firm and co-counsel firm will have litigated this case for well over two years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed above, Class Counsel has advanced a total of $16,562.19 in actual costs and have devoted substantial time to this litigation and expect to incur approximately $345.00 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or court costs for future court appearances for a total of $16,907.19[7] in litigation costs on a contingency basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiff did not prevail in this lawsuit.

36. In this case, Class Counsel have a lodestar **$176,950** which is 3.9 times ***more than*** the $45,376.68 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and/or co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (27th Year Attorney)	$900	81.1	$72,990.00
Paul K. Haines (18th Year Attorney)	$800	23.7	$18,960.00
Milan Moore (9th Year Attorney)	$650	97.9	$63,635.00
Tiara Gose-Hardy (6th Year Attorney)	$525	29.4	$15,345.00
Paralegals	$200	30.1	$6,020.00
Total Lodestar			**$176,950.00**

37. My proposed hourly rate of $900, Ms. Gose-Hardy's proposed hourly rate of $525, Mr. Haines' proposed hourly rate of $800, and Ms. Moore's proposed hourly rate of $650 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit C**. Based on the *Laffey* Matrix, the hourly rate for a 25th year attorney is $997, the hourly rate for a 16th and 17th year attorney is $829, and the hourly rate for a 7th year attorney

[7] This includes total costs incurred by both law firms.

is $508.

38. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33%. *See, e.g., Ochoa v. Haralambos Beverage Co*., No. BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc*., No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc*., No. BC293134 (Super. Ct., Los Angeles County, Nov. 20, 2006) (30.7% fee award from $12.9 million settlement with no mention of lodestar crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3, 2004) (33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc*., No. GIC795732 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots Overtime Cases*, JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004) (approving a 33% fee recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award of 33-1/3%); *Davis v. The Money Store, Inc*., (San Diego County Superior Court, No. 99AS01716, December 26, 2000) (33-13% of the settlement)

39. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian, Los Angeles Sup. Ct*., Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc*., San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co*., Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

40. Plaintiff has provided written approval of the split of attorneys' fees in this action. Further, being a private law practice my firm can only properly litigate a limited number of cases at one time. The professional demands of this case were significant, including a significant number of hours of attorney and paralegal time. This litigation precluded my firm from other employment due to the time and financial commitments required by the case. Indeed, because my firm takes on cases on a purely

contingency fee, we are only compensated for our time if we successfully settle a case or prevail at trial. Accordingly, I believe the requested fees are reasonable.

41. Here, analyzing those factors weigh in favor of approving Plaintiff's requested service award of $5,000.00 because request is reasonable given Plaintiff's efforts in this case and the risks she undertook on behalf of Settlement Class Members. The requested service award is intended to recognize the time and effort that Plaintiff expended on behalf of the Settlement Class, including providing substantial factual information and documents to Class Counsel, attending multiple meetings with Class Counsel to discuss the claims and theories at issue in the litigation. Plaintiff understood that the lawsuit is a matter of public record and being part of the lawsuit could stigmatize her and/or affect future employment. Plaintiff also understood the risk that she could be liable for Defendant's costs if she lost the case. Plaintiff accepted these risks and burdens because she wanted Defendant to compensate their current and former employees for unpaid wages. Plaintiff estimates she spent between 6-9 hours on activities related to this case. Moreover, Plaintiff has agreed to release, in addition to the released claims included within the Settlement, all claims, whether known or unknown, under federal, state, or local law against Defendant and the Released Parties. Plaintiff's release includes unknown claims, and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code. *See*

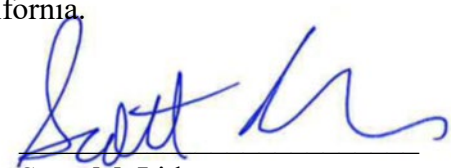
42. Plaintiff submitted the proposed Settlement Agreement on the California Labor & Workforce Development Agency ("LWDA") via its website on January 16, 2026 the same day that she filed the Motion for Preliminary Approval. A true and correct copy of the proof of service is attached hereto as **Exhibit D**. On June 10, 2026, Plaintiff submitted a copy of the Order granting preliminary approval on the LWDA via its website. A true and correct copy of the proof of service is attached hereto as **Exhibit E**.

43. Pursuant to Labor Code § 2699(1)(2), Plaintiff is submitting a copy of the Motion for Final Approval and all supporting documents via the LWDA's website on the same date that it is filing this motion and will file a supplemental proof of service after the Motion for Final Approval and all supporting documents are submitted to the LWDA.

44. As of the date of the filing of this Declaration, I am not aware of any other pending class, representative or other collective action that would be affected by the approval of this settlement.

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

Executed on October 28, 2026, at El Segundo, California.



Scott M. Lidman

EXHIBIT A

EXHIBIT A

ELECTRONICALLY RECEIVED - 1/16/2026 4:24 PM - By: Gabriela Flores, DEPUTY

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Attorneys for Plaintiff
LISA HERNANDEZ

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT

JUN 04 2026

BY _____ DEPUTY

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]~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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

The Motion of Plaintiff Lisa Hernandez ("Plaintiff") for Preliminary Approval of Class Action Settlement ("Motion") came on regularly for hearing before this Court on June 4, 2026 at 9:00 a.m. in Department R12. The Court, having considered the proposed Stipulation of Settlement (the "Settlement"), attached as **Exhibit 1** to the Declaration of Milan Moore filed concurrently with the Motion; having considered Plaintiff's Motion, Memorandum of Points and Authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement and finds it terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Fairness Hearing. For purposes of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Settlement Class:

> All individuals who are or were employed by Defendant as non-exempt hourly employees in California during the Class Period.
>
> Class Period means the period from August 6, 2020 through Preliminary Approval.

2. For purposes of the Settlement, the Court designates named Plaintiff Lisa Hernandez 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.

3. The Court designates Phoenix Settlement Administrators ("Phoenix") as the third-party Settlement Administrator for mailing notices.

4. The Court approves, as to form and content, the Notice of Pendency of Class Action and Proposed Settlement attached to the Settlement as **Exhibit A**.

5. The Court finds that the form of notice to the Settlement Class regarding the pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class

members, constitutes the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all members of the Settlement Class. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

6. The Court further approves the procedures for Settlement Class members to opt out of or object to the Settlement, as set forth in the Notice of Pendency of Class Action and Proposed Settlement.

7. The procedures and requirements for filing objections in connection with the Final Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class member's objection to the Settlement, in accordance with the due process rights of all Settlement Class members.

8. The Court directs the Settlement Administrator to mail the Notice of Pendency of Class Action and Proposed Settlement to all of the Class members in accordance with the terms of the Settlement.

9. The Class Notice shall provide at least 60 calendar days' notice for Settlement Class members to dispute, opt out of, or object to, the Settlement.

10. The Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department R12 of this Court, located at 8303 Haven Avenue Rancho Cucamonga, California 91730 on 12/2/2026, 2026 at 9:00 a.m./ p.m.

11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, and service award to Plaintiff.

12. Counsel for the parties shall file memoranda, declarations, or other statements and

materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's service award, settlement administration costs, and payment to the LWDA for PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	**Date**
Defendant to provide Class Data to Settlement Administrator	30 calendar days after the Court enters an order granting preliminary approval.
Settlement Administrator to mail Notice Packets to Class Members	15 calendar days after receiving Class Data from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement (and to respond to any objections):	16 Court days before the Final Fairness Hearing
Final Fairness Hearing:	12/2, 2026, 9AM, PR2

15. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

16. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: 6/4, 2026

Honorable Kory Mathewson
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

Expense Summary
Lisa Hernandez v. PPH Franchise Holdings, LLC

EXPENSE	**AMOUNT**
Mediation Costs (including Plaintiff's portion of mediator expenses)	$8,000.00
Expert Expenses for Analysis for Mediation	$5,890.00
Filing Fees	$2,344.85
Copying Costs (at 06. Cents/page)	$3.06
Postage Costs	$59.84
Service Fees (One Legal)	$264.44
Anticipated Costs for filing the Final Approval motion, filing final distribution declaration, service fees, copying and postage	$345.00
TOTAL:	**$16,907.19**

EXHIBIT C

EXHIBIT C

LAFFEY MATRIX

History
Case Law
See the Matrix
Contact us
Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424

6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406
6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT D

EXHIBIT D

Electronically Filed
Superior Court of California
County of San Bernardino
Rancho Cucamonga District
1/16/2026 4:24 PM
By: Gabriela Flores, DEPUTY

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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, inclusive,

Defendants.

Case No. CIVRS2400494

[*Assigned for all purposes to the Hon. Kory Mathewson, Dept. R12*]

PROOF OF SERVICE ON LWDA RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Complaint Filed: August 6, 2024
Trial Date: Not Set

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 January 16, 2026, I served the foregoing document(s) described as:

1. **Class Action and PAGA Settlement Agreement**
2. **Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof**
3. **Declaration of Milan Moore in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement**
4. **Declaration of Scott M. Lidman in Support of Motion for Preliminary Approval of Class Action Settlement**
5. **Declaration of Tiara Gose-Hardy in Support of Motion for Preliminary Approval of Class Action Settlement**
6. **Declaration of Paul K. Haines in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement**
7. **Declaration of Plaintiff Lisa Hernandez in Support of Motion for Approval of Class Action Settlement**
8. **Declaration of Jodey Lawrence of Phoenix Class Action Administration Solutions in Support of Plaintiff's Motion for Preliminary Approval**
9. **[Proposed] Order Granting Preliminary Approval of Class Action Settlement**

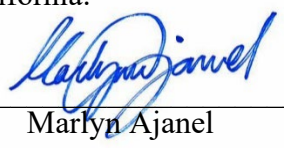
on the interested party(ies) in this action as follows:

California Labor & Workforce Development Agency (LWDA)
800 Capitol Mall, MIC-55
Sacramento, CA 95814
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

[X] (VIA ELECTRONIC SUBMISSION) I submitted a true and correct copy of the document(s) described above to the LWDA's website in accordance with the policies and procedures of the LWDA for submission of such documents.

[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 January 16, 2026, at El Segundo, California.



Marlyn Ajanel

EXHIBIT E

EXHIBIT E

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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, inclusive,

Defendants.

Case No. CIVRS2400494

[*Assigned for all purposes to the Hon. Kory Mathewson, Dept. R12*]

PROOF OF SERVICE

Complaint Filed: August 6, 2024
Trial Date: Not Set

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 June 10, 2026, I served the foregoing document(s) described as:

1. **Order Granting Preliminary Approval of Class Action Settlement**

on the interested party(ies) in this action as follows:

California Labor & Workforce Development Agency (LWDA)
800 Capitol Mall, MIC-55
Sacramento, CA 95814
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

[X] (VIA ELECTRONIC SUBMISSION) I submitted a true and correct copy of the document(s) described above to the LWDA's website in accordance with the policies and procedures of the LWDA for submission of such documents.

[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 June 10, 2026, at El Segundo, California.



Marlyn Ajanel