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MARIA VENTURA and CLAUDIA GONZALEZ

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARIA VENTURA, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

BRAUN LINEN SERVICE, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CLAUDIA GONZALEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

BRAUN LINEN SERVICE, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case Nos.: 24STCV23275 (Lead Case)
25STCV10755

CLASS ACTION

*[Assigned for all purposes to the Hon.
Samantha P. Jessner, Dept. SSC-7]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: June 22, 2026

Time: 10:00 a.m.

Dept.: SSC-7

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1 This matter came on regularly for hearing before this Court on June 22, 2026, pursuant to
2 California Rule of Court 3.769 and this Court’s February 9, 2026 Order Granting Preliminary Approval
3 of Class Action Settlement (“Preliminary Approval Order”). Having considered the parties’ Settlement
4 Agreement (herein “Settlement”)¹ and the documents and evidence presented in support thereof, and
5 recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution
6 and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the Court
7 hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the
8 product of good faith, arm’s-length negotiations between the parties. Good cause appearing therefor,
9 the Court hereby GRANTS Plaintiffs’ Motion for Final Approval of Class Action Settlement and
10 ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

14 All individuals who worked for Braun Linen in California in a non-exempt position
15 at any time from September 9, 2020 through September 6, 2025.

16 This includes the PAGA Group, defined as:

17 All individuals who worked for Braun Lined in California in a non-exempt position
18 at any time from April 9, 2024 through September 6, 2025.

19 2. Plaintiff Maria Ventura and Plaintiff Claudia Gonzalez are hereby confirmed as Class
20 Representatives, and Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC; Paul
21 K. Haines of Haines Law Group, APC; and Tuvia Korobkin, F. Shawn Azizollahi, and Nancy Goodes
22 of Marquee Law Group APC are hereby confirmed as Class Counsel.

23 3. Notice was provided to the Settlement Class of 620 as set forth in the Settlement. The
24 form and manner of notice were approved by the Court on February 9, 2026, and the notice process has
25 been completed in conformity with the Court’s Order. The Court finds that said notice was the best
26 notice practicable under the circumstances. The Notice of Pendency of Class Action and Proposed
27 Settlement provided due and adequate notice of the proceedings and matters set forth therein, informed

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

1 Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil
2 Procedure § 1781(e), California Rule of Court 3.769, and due process.

3 4. The Court finds that no Settlement Class member objected to the Settlement, that zero
4 (0) of the 620 Settlement Class Members have requested to be excluded/opted out of the Settlement, and
5 that the 100 percent participation rate in the Settlement supports final approval.

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

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

18 7. The Court finds that given the absence of objections to the Settlement, and objections
19 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

20 8. The Court orders Defendant to deliver the Settlement Amount of Five Million Dollars
21 and Zero Cents (\$5,000,000.00) to Phoenix Settlement Administrators, the Settlement Administrator, as
22 provided for in the Settlement. Specifically, Defendant shall fully fund the Gross Settlement Amount,
23 including all amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting such
24 funds to the Administrator in three separate payments: (1) \$1,666,666.67 by no later than thirty days
25 after the date on which Final Approval of the Settlement is granted; (2) \$1,666,666.67 within 180 days
26 of the First Payment's due date; and (3) the remaining \$1,666,666.66 (plus all amounts necessary to
27 fully pay its share of payroll taxes) by within 180 days of the Second Payment's due date.
28

1 9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
2 shall be delivered to the California State Controller’s Office – Unclaimed Property Fund in the name of
3 the Settlement Class member.

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

7 11. The Court finds that an incentive payment in the amount of \$10,000.00 for Plaintiff Maria
8 Ventura is appropriate for her risks undertaken and service to the Settlement Class. The Court finds that
9 this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
10 payment in conformity with the terms of the Settlement.

11 12. The Court finds that an incentive payment in the amount of \$10,000.00 for Plaintiff
12 Claudia Gonzalez is appropriate for her risks undertaken and service to the Settlement Class. The Court
13 finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make
14 this payment in conformity with the terms of the Settlement.

15 13. The Court finds that attorneys’ fees in the amount of \$1,750,000.00 and actual litigation
16 costs of \$30,603.29 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
17 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

18 14. The Court orders that the Settlement Administrator shall be paid \$15,000.00 from the
19 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
20 finds that sum appropriate.

21 15. The Court finds that the payment of \$400,000.00 in PAGA civil penalties to the
22 California Labor & Workforce Development Agency (“LWDA”) and the PAGA Group as settlement of
23 Plaintiffs’ representative action under the California Labor Code Private Attorneys General Act
24 (“PAGA”) is fair, reasonable, and adequate. The Court orders the Settlement Administrator to distribute
25 \$260,000.00 (or 65 percent of the PAGA civil penalties) to the LWDA in conformity with the terms of
26 the Settlement. The remaining 35 percent, or \$140,000.00 of the PAGA civil penalties, is to be
27 distributed to the 342 members of the PAGA Group in conformity with the terms of the Settlement. The
28

1 highest individual payment from the PAGA Amount is approximately \$691.08, the average individual
2 payment from the PAGA Amount is approximately \$409.36, and the lowest individual payment from
3 the PAGA Amount is approximately \$11.15.

4 16. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
5 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately from,
6 and in addition to, the Gross Settlement Amount.

7 17. After the above deductions, attorneys' fees (\$1,750,000.00), attorneys' litigation costs
8 (\$30,603.29), incentive payments to Plaintiffs (\$10,000.00 each, totaling \$20,000.00), Settlement
9 Administrator costs (\$15,000.00), and PAGA civil penalties (\$400,000.00), the Net Settlement Amount
10 of \$2,788,396.71 is to be distributed to 620 Settlement Class members, that worked a total of 45,886
11 workweeks during the Class Period, in conformity with the terms of the Settlement. The lowest
12 individual Settlement Award to be paid to a Settlement Class member is approximately \$60.77, the
13 highest individual Settlement Award is approximately \$15,313.52, and the average individual
14 Settlement Award to be paid is approximately \$4,497.41.

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

19 Upon the (i) Effective Date² occurring and (ii) the Gross Settlement Amount and employer-side
20 payroll taxes being fully funded by Defendant, Plaintiffs and every Settlement Class member
21 who does not opt out of the class portion of the Settlement ("Participating Class Members") will
22 release and discharge Defendant and each of its former, present and future owners, parents, and
23 subsidiaries, and all of their current, former and future spouse(s), children, officers, directors,
24 investors, members, managers, employees, consultants, partners, shareholders, joint venturers,
25 agents, predecessors, successors, assigns, accountants, insurers, reinsurers, advisors, joint
26

27 ² The Effective Date of the settlement agreement shall be the day after both of the following have occurred: (i) final approval
28 of the settlement is granted by the Court and Judgment is entered thereon, and (ii) Judgment approving the settlement
becomes Final.

1 venturers, management companies, trustees, heirs, executors, and legal representatives (the
2 “Released Parties”) from any and all causes of action, claims, rights, damages, and penalties
3 under California law that were alleged in the operative Complaints in the Actions or that could
4 have been alleged based on the facts alleged in the operative Complaints in the Actions, including
5 but not limited to: (a) any alleged failure by Defendant (1) to pay at least the minimum wage for
6 all hours worked, (2) to pay overtime wages, (3) to provide meal periods or pay meal period
7 premium wages, (4) to authorize and permit rest periods or pay rest period premium wages, (5)
8 to issue compliant wage statements, or (6) to timely pay wages during and at the end of
9 employment; (b) any right or claim for unfair business practices in violation of California
10 Business & Professions Code section 17200, *et seq.*, based on the alleged failure set forth in
11 (a)(1) through (a)(6) above; and (c) any violation of the California Labor Code arising from or
12 related to the conduct alleged in (a)(1) through (a)(6) above, including, without limitation,
13 violation of California Labor Code sections 201-204, 210, 226, 226.7, 510, 512, 516, 1182.12,
14 1194, 1194.2, 1197, 1198, or any other applicable state statute, rule and/or regulation (Wage
15 Order), arising from their employment with Defendant during the Class Release Period
16 (“California Released Claims”).

17
18 In addition, upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount and
19 employer-side payroll taxes being fully funded by Defendant, all members of the PAGA Group
20 (whether or not they opt out of the Settlement) shall release any right or claim for civil penalties
21 or other relief pursuant to the PAGA arising under the California Labor Code or Wage Orders
22 based on the allegations set forth in the PAGA notice letters submitted by Plaintiffs to the
23 LWDA, including but not limited to civil penalties and other PAGA relief based on the alleged
24 violation set forth in (a)(1) through (a)(6) in the immediately preceding paragraph, arising from
25 their employment with Defendant during the PAGA Release Period (“PAGA Released Claims”).

26 19. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
27 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
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document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

20. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order, and the Judgment entered in connection with the Settlement.

20. The Settlement Administrator shall file a declaration regarding the disbursement of Settlement funds on or before October 14, 2027.

IT IS SO ORDERED.

Dated: _____, 2026

Honorable Samantha P. Jessner
Judge of the Superior Court