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MARIA VENTURA and CLAUDIA GONZALEZ

[Additional counsel on next page]

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 Jessner, Dept. SSC-7]*

**DECLARATION OF SCOTT M.
LIDMAN IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: February 9, 2026
Time: 10:00 a.m.
Dept.: SSC-7

Action Filed: September 9, 2024
Trial Date: None Set

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22 MARIA VENTURA and CLAUDIA GONZALEZ

1 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel
3 for the named Plaintiffs Maria Ventura and Claudia Gonzalez (collectively, "Plaintiffs") and the
4 proposed Settlement Class in the above-captioned matter. I am a member in good standing of the
5 bar of the State of California and am admitted to practice in this Court. I have personal knowledge
6 of the facts stated in this declaration and could testify competently to them if called upon to do
7 so.

8 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated
9 *summa cum laude*. During law school, I worked as a summer associate for the international
10 employment law firm of Littler Mendelson, P.C., located in Los Angeles, California.

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

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

25 5. During my employment at Littler Mendelson, I played a significant role in the
26 class actions that I was staffed on, and ran many on my own both as an Of Counsel and as a
27 Shareholder. In particular, I received a wide-array of wage and hour class action experience
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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, presiding¹.
- ▶ *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California Superior Court, County of San Bernardino, Honorable Michael Sachs, presiding.

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.

- 1 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California
2 Superior Court, County of Los Angeles, Honorable Mel Red Recana,
3 presiding.
- 4 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California
5 Superior Court, County of Alameda, Honorable Winifred Smith, presiding.
- 6 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-
7 MAN, United States District Court, Central District of California,
8 Honorable Percy Anderson, presiding.
- 9 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612,
10 California Superior Court, County of Los Angeles, Honorable Elihu Berle,
11 presiding.²
- 12 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx,
13 United States District Court, Central District of California, Honorable Percy
14 Anderson, presiding.
- 15 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx,
16 United States District Court, Central District of California, Honorable Percy
17 Anderson, presiding.
- 18 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932,
19 California Superior Court, County of Los Angeles, Honorable Jane
20 Johnson, presiding.³
- 21 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346,
22 California Superior Court, County of Orange, Honorable Thierry Patrick
23 Colaw, presiding.
- 24
- 25

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

28 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

- 1 ▶ *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-
2 GPC-KSC, United States District Court, Southern District of California.⁴
- 3 ▶ *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court,
4 County of Solano, Honorable Paul Berman, presiding.
- 5 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC
6 California Superior Court, County of Orange, Honorable William Claster,
7 presiding.
- 8 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC,
9 California Superior Court, County of Orange, Honorable William Claster,
10 presiding.
- 11 ▶ *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States
12 District Court, Central District of California, Honorable Andrew Guilford,
13 presiding.⁵
- 14 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx,
15 United States District Court, Central District of California, Honorable
16 Margaret Morrow, presiding.
- 17 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx,
18 United States District Court, Central District of California, Honorable
19 Margaret Morrow, presiding.
- 20 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx,
21 United States District Court, Southern District of California, Honorable
22 John A. Houston, presiding.
- 23 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United
24 States District Court, Central District of California, Honorable Margaret
25 Morrow, presiding.

27 ⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

28 ⁵ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- 1 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United
2 States District Court, Central District of California, Honorable Margaret
3 Morrow, presiding.
- 4 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx,
5 United States District Court, Northern District of California.
- 6 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-
7 CTL, California Superior Court, County of San Diego, Honorable Jeffrey
8 B. Barton, presiding.
- 9 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California
10 Superior Court, County of Santa Clara.
- 11 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California
12 Superior Court, County of Los Angeles, Honorable Terry Green, presiding.
- 13 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California
14 Superior Court, County of San Francisco.
- 15 ▶ *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States
16 District Court, Northern District of California, Honorable Richard
17 Seeborg, presiding.

18 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open
19 my own law firm, Lidman Law, APC, to represent employees with work-related claims, including
20 primarily wage and hour claims and almost exclusively on a class-action basis. I am the President
21 and Shareholder of Lidman Law. Currently, over ninety percent (90%) of my practice is
22 dedicated exclusively to the prosecution of wage and hour class actions, and I am currently
23 responsible for prosecuting over sixty-five (65) wage and hour class actions filed in State courts
24 throughout California, with several of them having been removed to Federal courts. I believe that
25 my professional experience renders me more than qualified to serve as class counsel in this
26 lawsuit involving claims of underpaid overtime and minimum wages, meal and rest period
27 violations, and derivative penalty claims. Not only have I litigated dozens of wage and hour cases
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1 throughout my career involving similar claims, including the wage and hour class actions
2 identified above, I have litigated similar claims from both plaintiff and defense perspectives. As
3 a result, I am able to realistically assess and evaluate the facts and legal arguments that can be
4 made in pursuit and defense of similar wage and hour claims, as well as those facts and arguments
5 in support and in opposition to class certification. Consequently, I am able to appreciate the
6 significant risks, uncertainties, and delay involved in wage and hour class action litigation.

7 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case
8 No. BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B.
9 Kuhl presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court,
10 County of Los Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances,*
11 *Inc.*, Case No. 30-2017-00964213-CU-OE-CXC, California Superior Court, County of Orange,
12 Honorable Judge William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No.
13 CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David
14 Cohn presiding; *Molina v. Mader News, Inc.*, Case No. BC685960, California Superior Court,
15 County of Los Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v.*
16 *Salamander Fire Protection, Inc.*, Case No. BC688326, California Superior Court, County of
17 Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*,
18 Case No. BC653164, California Superior Court, County of Los Angeles, Honorable Judge
19 Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
20 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran*
21 *v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
22 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*,
23 Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge
24 Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872,
25 California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko
26 presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County
27 of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing,*
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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 Plaintiffs 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. Defendant Braun Linen Service, Inc. (“Defendant”) is a leading commercial linen supplier based in Southern California. Plaintiff Gonzalez is a current employee of Defendant and works as a non-exempt Laundromat Worker. On April 9, 2025, Plaintiff Gonzalez filed a putative class action complaint against Defendant in Los Angeles County Superior Court. On April 9, 2025, Plaintiff Gonzalez submitted a letter to the California Labor & Workforce Development Agency (“LWDA”) and Defendant advising of her intention of filing a PAGA claim based on the Labor Code violations alleged in her operative complaint. On April 21, 2025, Plaintiff amended her letter to the LWDA and Defendant to reflect an updated address for service. After exhausting

her administrative requirements under the PAGA, on June 26, 2025, Plaintiff Gonzalez filed a First Amended Class Action and Representative Complaint alleging causes of action for: (1) failure to pay all minimum wages owed; (2) failure to pay all overtime wages owed; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide accurate, itemized wage statements; (6) unfair competition; and (7) liability for civil penalties under the Private Attorneys General Act of 2004 (“PAGA”). True and correct copies of Plaintiff’s LWDA letters are attached hereto as **Exhibit 1**.

11. Class Counsel will also apply for an attorneys’ fees award of thirty-five percent of the GSA, which is currently estimated to be \$1,750,000.00, and up to \$40,000.00 in verified costs reimbursement. Plaintiffs submit the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel has incurred substantial attorney fees conducting pre-filing investigation, analyzing Plaintiffs’ claims, conducting legal research, reviewing pages of 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. Class Counsel expect to expend additional attorney time in attending the hearing on this Motion, overseeing the Notice process and fielding questions from Settlement Class members, preparing the final approval papers, and attending the Final Approval hearing.

12. Plaintiffs have provided written approval of the split of attorneys’ fees in this action.

13. Plaintiffs will seek a service award of \$10,000.00 each at the time of seeking final approval, and I believe this is reasonable. As will be fully briefed at the time of final approval, Plaintiffs’ requested service award is intended to recognize the time and effort Plaintiffs 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, reviewing the settlement agreement and other

1 documents, as well as the significant risks Plaintiffs undertook by agreeing to serve as the named
2 plaintiffs in this case, and the fact that Plaintiffs have agreed to a general release of all claims
3 subject to a waiver of Civil Code § 1542.

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

6 Executed on September 22, 2025 at El Segundo, California.

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Scott M. Lidman

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

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

OFFICE: (424) 322-4772

FAX: (424) 322-4775

April 21, 2025

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

Braun Linen Service, Inc., a California corporation

16530 Garfield Ave

Paramount, Ca 90723

Re: *Claudia Gonzalez v. Braun Linen Service, Inc., a California corporation*

To Whom It May Concern:

This letter amends the letter sent by my office on April 9, 2025, on behalf of Claudia Gonzalez regarding Labor Code violations committed by Braun Linen Service, Inc., and DOES 1 through 100 against Ms. Gonzalez and other aggrieved employees (defined below). The initial PAGA Letter, dated April 9, 2025, was returned as undeliverable due to Defendant's Agent for Service of Process address no longer being current. This amended letter revises the address for service to reflect Defendant's principal place of business, as set forth above. Aside from this update, Ms. Gonzalez has not made any substantive changes to the initial letter. A copy of the initial letter is attached hereto as **Exhibit 1** and incorporated herein by reference.

Please be advised that this law firm represents Claudia Gonzalez in claims arising from her employment with Braun Linen Service, Inc., a California corporation ("Defendant"). Ms. Gonzalez 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. Gonzalez, a current non-exempt employee, has been employed by Defendant since approximately June 2021. During her employment with Defendant, Ms. Gonzalez has held the job title of Laundromat Worker in which her primary duty is folding towels.

During her employment with Defendant, Ms. Gonzalez is generally scheduled to work Monday through Friday from 3:00 a.m. to 11:30 a.m. Defendant required Ms. Gonzalez to clock in and out by entering an employee code into a timeclock to keep track and record of her time worked. Ms. Gonzalez often works 8.5 hour shifts.

During her employment with Defendant, Ms. Gonzalez and other hourly, non-exempt employees had not been paid for all time worked. Specifically, Defendant would keep track of Ms. Gonzalez's and other hourly, non-exempt employees' time worked and would unlawfully shave their work time and/or round their work time such that Ms. Gonzalez and other hourly, non-exempt employees would not be fully paid for all time worked. This time shaving/rounding practice utilized by Defendant was not even-handed over time and would round and shave in Defendant's favor such that Ms. Gonzalez and other hourly, non-exempt employees were routinely underpaid for their time worked. During Plaintiff's employment with Defendants, she and other hourly, non-exempt employees worked in excess of 8 hours per workday and/or 40 hours per work week, and therefore, had Ms. Gonzalez and other hourly, non-exempt employees been properly paid for all of the time that they actually worked, they would have been paid additional minimum and/or overtime wages. These practices by Defendant resulted in Defendant not properly tracking the time worked by Ms. Gonzalez and other hourly, non-exempt employees and also resulted in Defendant paying Ms. Gonzalez and other hourly, non-exempt employees less than they were owed for the work they performed, including failing to pay them all required minimum and overtime wages.

Further, throughout Ms. Gonzalez's employment with Defendant, Defendant would unlawfully automatically deduct exactly 30 minutes from the total hours Ms. Gonzalez and other hourly, non-exempt employees worked each day they worked a shift in excess of six hours. Defendant's time keeping practices, including shaving/rounding and auto-deducting exactly 30 minutes for meal periods resulted in Defendant failing to pay Ms. Gonzalez and other hourly, non-exempt employees for all time worked, including failing to pay them all required minimum and overtime wages.

Throughout Ms. Gonzalez's employment with Defendant, Ms. Gonzalez 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 uninterrupted, duty free 30-minute duty free first meal periods before the end of the fifth hour of work and/or second meal periods when working in excess of 10.0 hours, in violation of California law. Specifically, Defendant had a policy/practice of notifying Ms. Gonzalez and other non-exempt employees of the time to take a meal period by ringing a bell to signal the commencement of the meal period. The lunch bell would ring at 9:00 a.m. to alert employees to the start of the meal period. Ms. Gonzalez and other hourly, non-exempt employees were not permitted to start their meal period before the lunch bell rang at 9:00 a.m. Defendant had a policy of requiring Ms. Gonzalez and other hourly, non-exempt

employees to return from their meal periods and be at their workstations ready to re-commence work at 9:30 a.m. In addition, the rest/break area was a 1-2 minute walk from the work area. Because Ms. Gonzalez and other non-exempt employees were expected to be at their workstations ready to re-commence work at 9:30 a.m., exactly 30 minutes after the lunch bell rang, they had to in fact end their meal periods before a full 30 minutes elapsed and would therefore receive short meal periods. Accordingly, Ms. Gonzalez and other non-exempt employees were not provided the opportunity to take a legally compliant meal period of at least 30 minutes, in violation of California law. Additionally, when Ms. Gonzalez and other hourly, non-exempt employees worked in excess of 10.0 hours in a shift, Defendant failed to provide a second meal period.

Although Ms. Gonzalez 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. Gonzalez 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 rest period policies/practices, Defendant did not authorize and permit one rest period for every four hours worked, or *major fraction thereof*. Indeed, Ms. Gonzalez and other hourly, non-exempt employees have not been authorized and permitted to take a third rest period when they worked shifts of more than 10.0 hours.

On those occasions when Ms. Gonzalez 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.

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. Gonzalez 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. Gonzalez and other hourly, non-exempt employees all wages owed twice a month.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 6 ("Wage Order 6"):

Minimum Wage Violations

Defendant was required to pay Ms. Gonzalez 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 6, § 4. Ms. Gonzalez 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. Gonzalez 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 6, § 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. Gonzalez 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. Gonzalez and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 6, § 11. Specifically, due to the bell system utilized by Defendant, Ms. Gonzalez and other Aggrieved Employees were often unable to take an uninterrupted, 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. Gonzalez 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. Gonzalez and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Gonzalez 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. Gonzalez and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage

Order 6, § 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 Defendant's rest period policies/practices, Defendant did not authorize and permit third rest periods when its non-exempt employees worked shifts in excess of 10.0 hours. As a result, Ms. Gonzalez 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.")

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Gonzalez 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. Gonzalez 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. Gonzalez 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. Gonzalez'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. Gonzalez 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. Gonzalez 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. Gonzalez 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. Gonzalez and other aggrieved employees;

- e) Defendant violated Labor Code § 226 by failing to furnish Ms. Gonzalez and other aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendants violated Labor Code § 204 by failing to pay Ms. Gonzalez and other aggrieved employees all earned wages at least twice during each calendar month; and
- g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Gonzalez 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

EXHIBIT 1

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LIDMAN LAW

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

OFFICE: (424) 322-4772

FAX: (424) 322-4775

April 9, 2025

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

Braun Linen Service, Inc., a California corporation
c/o Robert L. Farmer, Agent for Service of Process
900 Wilshire Blvd., Suite 1400
Los Angeles, CA 90017

Re: *Claudia Gonzalez v. Braun Linen Service, Inc., a California corporation*

To Whom It May Concern:

Please be advised that this law firm represents Claudia Gonzalez in claims arising from her employment with Braun Linen Service, Inc., a California corporation (“Defendant”). Ms. Gonzalez 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. Gonzalez, a current non-exempt employee, has been employed by Defendant since approximately June 2021. During her employment with Defendant, Ms. Gonzalez has held the job title of Laundromat Worker in which her primary duty is folding towels.

During her employment with Defendant, Ms. Gonzalez is generally scheduled to work Monday through Friday from 3:00 a.m. to 11:30 a.m. Defendant required Ms. Gonzalez to clock in and out by entering an employee code into a timeclock to keep track and record of her time worked. Ms. Gonzalez often works 8.5 hour shifts.

During her employment with Defendant, Ms. Gonzalez and other hourly, non-exempt employees had not been paid for all time worked. Specifically, Defendant would keep track of Ms. Gonzalez's and other hourly, non-exempt employees' time worked and would unlawfully shave their work time and/or round their work time such that Ms. Gonzalez and other hourly, non-exempt employees would not be fully paid for all time worked. This time shaving/rounding practice utilized by Defendant was not even-handed over time and would round and shave in Defendant's favor such that Ms. Gonzalez and other hourly, non-exempt employees were routinely underpaid for their time worked. During Plaintiff's employment with Defendants, she and other hourly, non-exempt employees worked in excess of 8 hours per workday and/or 40 hours per work week, and therefore, had Ms. Gonzalez and other hourly, non-exempt employees been properly paid for all of the time that they actually worked, they would have been paid additional minimum and/or overtime wages. These practices by Defendant resulted in Defendant not properly tracking the time worked by Ms. Gonzalez and other hourly, non-exempt employees and also resulted in Defendant paying Ms. Gonzalez and other hourly, non-exempt employees less than they were owed for the work they performed, including failing to pay them all required minimum and overtime wages.

Further, throughout Ms. Gonzalez's employment with Defendant, Defendant would unlawfully automatically deduct exactly 30 minutes from the total hours Ms. Gonzalez and other hourly, non-exempt employees worked each day they worked a shift in excess of six hours. Defendant's time keeping practices, including shaving/rounding and auto-deducting exactly 30 minutes for meal periods resulted in Defendant failing to pay Ms. Gonzalez and other hourly, non-exempt employees for all time worked, including failing to pay them all required minimum and overtime wages.

Throughout Ms. Gonzalez's employment with Defendant, Ms. Gonzalez 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 uninterrupted, duty free 30-minute duty free first meal periods before the end of the fifth hour of work and/or second meal periods when working in excess of 10.0 hours, in violation of California law. Specifically, Defendant had a policy/practice of notifying Ms. Gonzalez and other non-exempt employees of the time to take a meal period by ringing a bell to signal the commencement of the meal period. The lunch bell would ring at 9:00 a.m. to alert employees to the start of the meal period. Ms. Gonzalez and other hourly, non-exempt employees were not permitted to start their meal period before the lunch bell rang at 9:00 a.m. Defendant had a policy of requiring Ms. Gonzalez and other hourly, non-exempt employees to return from their meal periods and be at their workstations ready to re-commence work at 9:30 a.m. In addition, the rest/break area was a 1-2 minute walk from the work area. Because Ms. Gonzalez and other non-exempt employees were expected to be at their workstations ready to re-commence work at 9:30 a.m., exactly 30 minutes after the lunch bell rang, they had to in fact end their meal periods before a full 30 minutes elapsed and would therefore receive short meal periods. Accordingly, Ms. Gonzalez and other non-exempt employees were not provided the opportunity to take a legally compliant meal period of at least 30 minutes, in violation of California law. Additionally, when Ms.

Gonzalez and other hourly, non-exempt employees worked in excess of 10.0 hours in a shift, Defendant failed to provide a second meal period.

Although Ms. Gonzalez 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. Gonzalez 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 rest period policies/practices, Defendant did not authorize and permit one rest period for every four hours worked, or *major fraction thereof*. Indeed, Ms. Gonzalez and other hourly, non-exempt employees have not been authorized and permitted to take a third rest period when they worked shifts of more than 10.0 hours.

On those occasions when Ms. Gonzalez 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.

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. Gonzalez 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. Gonzalez and other hourly, non-exempt employees all wages owed twice a month.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 6 ("Wage Order 6"):

Minimum Wage Violations

Defendant was required to pay Ms. Gonzalez 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 6, § 4. Ms. Gonzalez 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. Gonzalez 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 6, § 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. Gonzalez 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. Gonzalez and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 6, § 11. Specifically, due to the bell system utilized by Defendant, Ms. Gonzalez and other Aggrieved Employees were often unable to take an uninterrupted, 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. Gonzalez 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. Gonzalez and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Gonzalez 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. Gonzalez and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 6, § 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 Defendant’s rest period policies/practices, Defendant did not authorize and permit third rest periods when its non-exempt employees worked shifts in excess of 10.0 hours. As a result, Ms. Gonzalez 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.”)

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Gonzalez 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. Gonzalez 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. Gonzalez 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. Gonzalez'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. Gonzalez and other aggrieved employees the statutory minimum wage for all hours worked;
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- e) Defendant violated Labor Code § 226 by failing to furnish Ms. Gonzalez and other aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendants violated Labor Code § 204 by failing to pay Ms. Gonzalez and other aggrieved employees all earned wages at least twice during each calendar month; and

- g) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Gonzalez 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,

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Scott M. Lidman