

**LIDMAN LAW, APC**  
Scott M. Lidman (SBN 199433)  
slidman@lidmanlaw.com  
Milan Moore (SBN 308095)  
mmoore@lidmanlaw.com  
Tiara Gose-Hardy (SBN 323823)  
tgose@lidmanlaw.com  
2155 Campus Drive, Suite 150  
El Segundo, California 90245  
Tel: (424) 322-4772  
Fax: (424) 322-4775

Attorneys for Plaintiff  
CLAUDIA GONZALEZ

**HAINES LAW GROUP, APC**  
Paul K. Haines (SBN 248226)  
phaines@haineslawgroup.com  
2155 Campus Drive, Suite 180  
El Segundo, California 90245  
Tel: (424) 292-2350  
Fax: (424) 292-2355

Attorneys for Plaintiff  
CLAUDIA GONZALEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

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 No.: 25STCV10755

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

- (1) FAILURE TO PAY ALL MINIMUM  
WAGES OWED (LABOR CODE §§  
1182.12, 1194, 1194.2, 1197);**
- (2) FAILURE TO PAY ALL OVERTIME  
WAGES OWED (LABOR CODE §§  
204, 510, 558, 1194, 1198);**
- (3) FAILURE TO PROVIDE MEAL  
PERIODS (LABOR CODE §§ 226.7,  
512, 558);**
- (4) FAILURE TO AUTHORIZE AND  
PERMIT REST PERIODS (LABOR  
CODE §§ 226.7, 516);**
- (5) FAILURE TO PROVIDE  
ACCURATE, ITEMIZED WAGE  
STATEMENTS (LABOR CODE § 226  
*et seq.*);**

**(6) UNFAIR COMPETITION (BUS &  
PROF CODE § 17200 *et seq.*);**

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

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

1 Plaintiff Claudia Gonzalez (“Plaintiff”), on behalf of herself and all others similarly  
2 situated, hereby brings this First Amended Class and Representative Action Complaint (“FAC”)  
3 against Braun Linen Service, Inc., a California corporation; and DOES 1 to 100, inclusive  
4 (collectively “Defendants”), and on information and belief alleges as follows:

### 5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this  
7 Complaint for recovery of unpaid wages, interest, and penalties under California Business &  
8 Professions Code § 17200 *et seq.*, Labor Code §§ 204, 226 *et seq.*, 226.7, 510, 512, 516, 558,  
9 1182.12, 1194, 1194.2, 1197, 1198, and 2698 *et seq.*, and Industrial Welfare Commission Wage  
10 Order 6 (“Wage Order 6”), in addition to seeking declaratory relief and restitution. This FAC is  
11 brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over  
12 Defendants’ violations of the California Labor Code because the amount in controversy exceeds  
13 this Court’s jurisdictional minimum.

### 14 **VENUE**

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

### 20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,  
22 Plaintiff was and currently is, a California resident. During the four years immediately preceding  
23 the filing of the lawsuit in this action and within the statute of limitations periods applicable to  
24 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt  
25 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of  
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code  
27 §§ 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*;  
28 California Business & Professions Code § 17200 *et seq.* (“Unfair Competition Law”); and Wage

Order 6, which sets employment standards for the Laundry, Linen Supply, Dry Clearing and Dyeing industry, which includes the industry in which Plaintiff worked for Defendants.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the lawsuit and continuing to the present, Defendants did (and continue to do) business as a linen supply company. Defendants employed Plaintiff and other, similarly-situated non-exempt employees within, among other counties, Los Angeles County and the state of California and, therefore, were (and are) doing business in Los Angeles County and the State of California.

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

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

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

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all  
2 members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff, a current non-exempt employee, has been employed by Defendants since  
5 approximately June 2021. Plaintiff's job title is Laundromat Worker, and her primary duty is  
6 folding towels.

7 10. Plaintiff was generally scheduled to work Monday through Friday from 3:00 a.m.  
8 to 11:30 a.m.

9 11. Defendants required Plaintiff to clock in and out by entering an employee code  
10 into a timeclock to keep track and record of her time worked.

11 12. Throughout Plaintiff's employment with Defendants, Defendants would keep  
12 track of Plaintiff's time worked and would unlawfully shave Plaintiff's work time and/or round  
13 Plaintiff's work time such that Plaintiff would not be fully paid for all time worked. This time  
14 shaving/rounding practice utilized by Defendants was not even-handed over time and would  
15 round and shave in Defendants' favor such that Plaintiff was routinely underpaid for her time  
16 worked. During Plaintiff's employment with Defendants, she worked in excess of 8 hours per  
17 workday and/or 40 hours per work week, and therefore, had Plaintiff been properly paid for all of  
18 the time that she actually worked, she would have been paid additional minimum and/or overtime  
19 wages. These practices by Defendants resulted in Defendants not properly tracking the time  
20 worked by Plaintiff and also resulted in Defendants paying Plaintiff less than she was owed for  
21 the work she performed, including failing to pay her all required minimum and overtime wages.

22 13. Further, throughout Plaintiff's employment with Defendants, Defendants would  
23 unlawfully automatically deduct exactly 30 minutes from the total hours Plaintiff worked each  
24 day Plaintiff worked a shift in excess of six hours. Defendants' time keeping practices, including  
25 shaving/rounding and auto-deducting exactly 30 minutes for meal periods resulted in Defendant  
26 failing to pay Plaintiff for all time worked, including failing to pay her all required minimum and  
27 overtime wages.

1           14. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided  
2 all required meal periods due to Defendants' meal period policies and practices, which fail to  
3 provide uninterrupted, duty free 30-minute first meal periods before the end of the fifth hour of  
4 work and/or second meal periods when Plaintiff worked in excess of 10.0 hours. Specifically,  
5 Defendants had a policy/practice of notifying Plaintiff and other non-exempt employees of the  
6 time to take a meal period by ringing a bell to signal the commencement of the meal period. The  
7 lunch bell would ring at 9:00 a.m. to alert employees to the start of the meal period. Plaintiff was  
8 not permitted to start her meal period before the lunch bell rang at 9:00 a.m. Defendants had a  
9 policy of requiring Plaintiff and its other non-exempt employees to return from their meal periods  
10 and be at their workstations ready to re-commence work at 9:30 a.m. In addition, the rest/break  
11 area was a 1-2 minute walk from the work area. Because Plaintiff and other non-exempt  
12 employees were expected to be at their workstations ready to re-commence work at 9:30 a.m.,  
13 exactly 30 minutes after the lunch bell rang, they had to in fact end their meal periods before a  
14 full 30 minutes elapsed and would therefore receive short meal periods. Accordingly, Plaintiff  
15 and other non-exempt employees were not provided the opportunity to take a legally compliant  
16 meal period of at least 30 minutes, in violation of California law. Additionally, when Plaintiff  
17 worked in excess of 10.0 hours in a shift, Defendants failed to provide a second meal period in  
18 violation of California law.

19           15. Although Plaintiff was not provided with all legally-compliant meal periods to  
20 which she was entitled, Defendants failed to compensate Plaintiff with the required meal period  
21 premium for each workday in which she experienced a meal period violation as mandated by  
22 Labor Code § 226.7.

23           16. Plaintiff was also not authorized and permitted to take all legally required and  
24 compliant rest periods due to Defendants' rest period policies and practices. Specifically, due to  
25 Defendants' rest period policies/practices, Plaintiff was not permitted to take a third rest period.  
26 Despite working 10 hours or more in a shift, Defendants did not authorize and permit one rest  
27 period for every four hours worked, or *major fraction thereof*.  
28

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

18. As a result of Defendants' failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff.

## CLASS ACTION ALLEGATIONS

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

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

b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked in excess of 8 hours in a work day and/or in excess of 40 hours in a work week, and were subject to Defendants' timekeeping policies/practices, during the four years preceding the filing of the lawsuit through the present.

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

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

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

f. The UCL Class consists of members of (i) Minimum Wage Class; (ii) Overtime Class; (iii) Meal Period Class, (iv) Rest Period Class; and/or (v) Wage Statement Class during the four years immediately preceding the filing of the lawsuit through the present

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

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

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

i. Whether Defendants properly paid all minimum wages and/or overtime wages at to members of the Minimum Wage Class and Overtime Class pursuant to Labor Code §§ 204, 221, 510, 558, 1192, 1194, 1194.2, 1197, 1197.1, 1198, and 1774;

ii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

iii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;

iv. Whether Defendants furnished legally compliant wage statements to members of

the Wage Statement Class pursuant to Labor Code § 226; and

v. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution.

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

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

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

26. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to

1 take advantage of superior economic and bargaining power in setting onerous terms and  
2 conditions of employment. The nature of this action and the format of laws available to Plaintiff  
3 and members of the Classes make the class action format a particularly efficient and appropriate  
4 procedure to redress the violations alleged herein. If each employee were required to file an  
5 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they  
6 would be able to exploit and overwhelm the limited resources of each individual plaintiff with  
7 their vastly superior financial and legal resources. Moreover, requiring each member of the  
8 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by  
9 employees who would be disinclined to file an action against their former and/or current employer  
10 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent  
11 employment. Further, the prosecution of separate actions by the individual class members, even  
12 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications  
13 with respect to the individual class members against Defendants herein; and which would  
14 establish potentially incompatible standards of conduct for Defendants; and/or legal  
15 determinations with respect to individual class members which would, as a practical matter, be  
16 dispositive of the interest of the other class members not parties to adjudications or which would  
17 substantially impair or impede the ability of the class members to protect their interests. Further,  
18 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous  
19 individual prosecution considering all of the concomitant costs and expenses attending thereto.  
20 As such, the Classes identified in Paragraph 19 are maintainable as a Class under § 382 of the  
21 Code of Civil Procedure.

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY ALL MINIMUM WAGES OWED**

24 **(AGAINST ALL DEFENDANTS)**

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

26 28. This cause of action is brought pursuant to Labor Code §§ 204, 558, 1194 and  
27 1198, which provide that all non-exempt employees are entitled to all minimum wages for all  
28 hours worked and provide a private right of action for the failure to pay all minimum wage

1 compensation for all work performed.

2 29. At all times relevant herein, Defendants were required to properly compensate  
3 Plaintiff and the members of the Minimum Wage Class for all hours worked pursuant to California  
4 Labor Code §§ 1194, 1197 and 1198, and Wage Order 6. Wage Order 6, Section 4 requires an  
5 employer to pay every employee on the established payday for the period involved not less than  
6 the applicable minimum wage for all hours worked in the payroll period. Defendants caused  
7 Plaintiff and the members of the Minimum Wage Class to work hours in a workweek but did not  
8 properly compensate Plaintiff and the members of the Minimum Wage Class at least minimum  
9 wages for such hours.

10 30. At all times relevant herein, Defendants lacked good faith and had no reasonable  
11 grounds for believing that their practices in failing to pay all minimum wages owed at the  
12 applicable rate was not a violation of any provision of the Labor Code relating to minimum wage,  
13 or an order of the Industrial Welfare Commission. Defendants therefore, in addition to owing  
14 minimum wages to Plaintiff and the members of the Minimum Wage Class, also owe liquidated  
15 damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to  
16 Labor Code § 1194.2.

17 31. The foregoing practices and policies are unlawful and create entitlement to  
18 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid  
19 amount of minimum wages owing, including interest thereon, as well as statutory penalties,  
20 liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code  
21 §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, Wage Order 6, California Code  
22 of Civil Procedure § 1021.5 California Code of Civil Procedure § 1021.5, and Civil Code §§  
23 3287(b) and 3289.

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PAY ALL OVERTIME WAGES**

26 **(AGAINST ALL DEFENDANTS)**

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

28 33. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194 and

1 1198 which provide that all non-exempt employees are entitled to all overtime wages for all  
2 overtime worked (hours in excess of 8 in one day and/or 40 in one week), and provide a private  
3 right of action for the failure to pay all overtime compensation for overtime work performed.

4 34. At all times relevant herein, Defendants were required to properly compensate  
5 Plaintiff and the members of the Overtime Class for all overtime hours worked pursuant to  
6 California Labor Code §§ 510 and 1194, and Wage Order 6. Labor Code § 510 and Wage Order  
7 6, Section 3 require an employer to pay an employee “one and one-half (1½) times the regular  
8 rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours per workweek.  
9 Labor Code § 510 and Wage Order 6, Section 3 also require an employer to pay an employee  
10 double the employee’s regular rate for work in excess of 12 hours each workday and/or in excess  
11 of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff  
12 and the members of the Overtime Class to work in excess of 8 hours in a workday and/or 40 hours  
13 in a workweek but did not properly compensate Plaintiff and the members of the Overtime Class  
14 at one and one-half their regular rate of pay for such hours. Defendants also caused Plaintiff and  
15 the members of the Overtime Class to work in excess of 12 hours in a workday but did not  
16 properly compensate Plaintiff and the members of the Overtime Class at double their regular rate  
17 of pay for such hours.

18 35. The foregoing practices and policies are unlawful and create entitlement to  
19 recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid  
20 amount of overtime premium owing, including interest thereon, as well as statutory penalties,  
21 civil penalties, and attorneys’ fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6,  
22 510, 558, 1194 and 1198, Wage Order 6, California Code of Civil Procedure § 1021.5 California  
23 Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

24 **THIRD CAUSE OF ACTION**

25 **FAILURE TO PROVIDE MEAL PERIODS**

26 **(AGAINST ALL DEFENDANTS)**

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

28 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 failed in their affirmative obligation to provide all of their non-exempt employees in California,  
2 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods  
3 in accordance with the mandates of the California Labor Code and Wage Order 6, § 11. Despite  
4 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members  
5 of the Meal Period Class at their respective regular rates of compensation, in accordance with  
6 California Labor Code §§ 226.7, and 512.

7 38. As a result, Defendants are responsible for paying premium compensation for meal  
8 period violations including interest thereon, as well as statutory penalties, civil penalties, and  
9 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 6, California Code of  
10 Civil Procedure § 1021.5 and Civil Code §§ 3287(b) and 3289.

#### 11 **FOURTH CAUSE OF ACTION**

#### 12 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

#### 13 **(AGAINST ALL DEFENDANTS)**

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

15 40. The Wage Order 6, § 12 and California Labor Code §§ 226.7, 516 and 558  
16 establish the right of employees to be authorized and permitted to take a paid rest period of at  
17 least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

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

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

#### 24 **FIFTH CAUSE OF ACTION**

#### 25 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

#### 26 **(AGAINST ALL DEFENDANTS)**

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

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

6           45. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
7 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff  
8 and the members of the Wage Statement Class with compliant wage statements by not showing  
9 the name of the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

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

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

19                                   **SIXTH CAUSE OF ACTION**

20                                   **UNFAIR COMPETITION**

21                                   **(AGAINST ALL DEFENDANTS)**

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

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

27          50. Defendants' utilization of these unfair and/or unlawful business practices deprived  
28 Plaintiff and continues to deprive members of the Classes of compensation to which they are

legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

51. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

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

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

#### **SEVENTH CAUSE OF ACTION**

#### **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

#### **(AGAINST ALL DEFENDANTS)**

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

55. Defendants have committed several Labor Code violations against Plaintiff and other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor Code § 2698 et seq., acting on behalf of herself and other Aggrieved Employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (2) no less than \$25.00 and up to \$200.00 for each aggrieved employee per pay period pursuant to Labor Code § 2699(f) for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- 1 a. Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay  
2 Plaintiff and other aggrieved employees the statutory minimum wage for all  
3 hours worked;
- 4 b. Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to  
5 pay Plaintiff and other aggrieved employees all overtime compensation  
6 earned;
- 7 c. Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide  
8 all legally required meal periods and failing to pay meal period premiums to  
9 Plaintiff and other aggrieved employees;
- 10 d. Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide  
11 all legally required rest periods and failing to pay rest period premiums to  
12 Plaintiff and other aggrieved employees;
- 13 e. Defendant violated Labor Code § 226 by failing to furnish Plaintiff and other  
14 aggrieved employees with accurate and compliant itemized wage statements;
- 15 f. Defendants violated Labor Code § 204 by failing to pay Plaintiff and other  
16 aggrieved employees all earned wages at least twice during each calendar  
17 month; and
- 18 g. Defendant violated Labor Code § 1174 by failing to maintain accurate records  
19 on behalf of Plaintiff and other aggrieved employees.

20 56. On April 9, 2025, Plaintiff notified Defendants via certified mail, and the  
21 California Labor and Workforce Development Agency (“LWDA”) via electronic transmission to  
22 the LWDA’s online system of Defendants’ violations of the California Labor Code and Plaintiff’s  
23 intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect  
24 to violations of the California Labor Code identified in Paragraph 55 (a)-(g). Attached hereto as  
25 **Exhibit A** is a true and correct copy of the April 9, 2025 correspondence. The initial PAGA  
26 Letter, dated April 9, 2025, was returned as undeliverable due to Defendant’s Agent for Service  
27 of Process address no longer being current. Therefore, on April 21, 2025, Plaintiff submitted an  
28 amended PAGA letter by electronic transmission via the LWDA’s online system, revising

1 Defendant's address for service to reflect Defendant's principal place of business, and by  
2 delivering a copy to Defendants via certified mail. Attached hereto as **Exhibit B** is a true and  
3 correct copy of the April 21, 2025 correspondence. Now that sixty-five days have passed since  
4 Plaintiff notified Defendants of these violations, Plaintiff has exhausted her administrative  
5 requirements for bringing a claim under the Labor Code Private Attorneys General Act with  
6 respect to these violations.

7 57. Plaintiff was compelled to retain the services of counsel to file this court action to  
8 protect her interests and the interests of other aggrieved employees, and to assess and collect the  
9 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which  
10 she is entitled to recover under California Labor Code § 2699(g).

### 11 **PRAYER**

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

- 14 1. For an order certifying the proposed Classes;
- 15 2. For an order appointing Plaintiff as representative of the Classes;
- 16 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 17 4. Upon the First Cause of Action, for compensatory, consequential, general and  
18 special damages according to proof pursuant to Labor Code §§ 204, 558, 1194, 1197, 1197.1 and  
19 1198;
- 20 5. Upon the Second Cause of Action, for compensatory, consequential, general and  
21 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198.
- 22 6. Upon the Third Cause of Action, for compensatory, consequential, general and  
23 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 24 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and  
25 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 26 8. Upon the Fifth Cause of Action, for statutory wage statement penalties pursuant  
27 to Labor Code § 226 *et seq.*;
- 28

1           9.       Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the  
2 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or  
3 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*  
4 *seq.*;

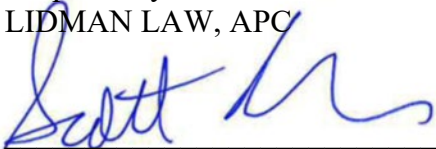
5           10.      Upon the Seventh Cause of Action , for civil penalties due to Plaintiff, other  
6 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§  
7 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for  
8 each failure to pay each employee and \$200.00 for each subsequent violation or willful or  
9 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus  
10 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for  
11 each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3)  
12 \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor  
13 Code § 558 per employee per pay period; (4) no less than \$5,000.00 and up to \$25,000.00 for  
14 each violation pursuant to Labor Code § 226.8(b) and (c); and/or (5) no less than \$25.00 and up  
15 to \$200.00 for each aggrieved employee per pay period for those violations of the Labor Code for  
16 which no civil penalty is specifically provided, based on the Labor Code violations cited in  
17 Paragraph 55 (a)-(g) above.

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

20           12.      On all causes of action, for attorneys' fees and costs as provided by Labor Code §  
21 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

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

23  
24 Dated: June 26, 2025

25  
26 By:   
27 Scott M. Lidman

28 Attorneys for Plaintiff  
CLAUDIA GONZALEZ

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Dated: June 26, 2025

By:

Attorneys for Plaintiff  
CLAUDIA GONZALEZ

EXHIBIT A

EXHIBIT A

# 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;
- 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 B

EXHIBIT B

# 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

EXHIBIT 1

# 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;
- 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

**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 26, 2025, I served the foregoing document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested parties in this action as follows:

**SNELL & WILMER LLP**  
Tiffany Brosnan (#184810)  
[tbrosnan@swlaw.com](mailto:tbrosnan@swlaw.com)  
Erin D. Leach (SBN 247785)  
[eleach@swlaw.com](mailto:eleach@swlaw.com)  
600 Anton Blvd, Suite 1400  
Costa Mesa, CA 92626-7689  
Telephone: 714.427.7000  
Facsimile: 714.427.7799

Attorneys for Defendant  
BRAUN LINEN SERVICES, INC.

☒ **(BY ELECTRONIC SERVICE)** Electronic Filing through First Legal, an electronic filing system of the Los Angeles County Superior Court, pursuant to Local Rules, which will send notification of such filing to the e-mail addresses denoted on the case's Electronic Service List.

☐ **(BY ELECTRONIC SERVICE)** I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by electronic transmission via Case Anywhere.

☒ **(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 26, 2025, at El Segundo, California.

  
\_\_\_\_\_  
Marlyn Ajanel