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Attorneys for Defendant
Braun Linen Service, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

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

Plaintiff,

v.

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

Defendants.

Case No. 24STCV23275 (Lead Case)
25STCV10755

Judge: Hon. Samantha Jessner, Dept. 7

CLASS ACTION

**DECLARATION OF SCOTT
CORNWELL IN RELATION TO
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

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

Date Action Filed: September 9, 2024
Trial Date: No Date Set

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

Plaintiff,

v.

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

Defendants.

1 I, Scott Cornwell, declare as follows:

2 1. I am an individual over the age of 18. Unless otherwise indicated, I state the
3 following of my own personal knowledge, and if necessary, I could and would testify
4 competently thereto.

5 2. I am the President of Braun Linen Service, Inc. ("Braun"). I submit this
6 declaration pursuant to the Court's tentative ruling issued January 27, 2026 regarding Plaintiff's
7 Motion for Preliminary Approval of Class Action Settlement.

8 3. Under the Settlement Agreement in this case, Braun has agreed to pay a settlement
9 of \$5,000,000 in three installment payments over a period of 360 days. The first installment
10 payment of one-third of the settlement amount is due within 30 days after the date on which the
11 Court grants final approval of the settlement. The second installment payment of one-third of the
12 settlement amount is due within 180 days of the first installment payment's due date. The third
13 installment payment of one-third of the settlement amount is due within 180 days of the second
14 installment payment's due date.

15 4. Due to the financial condition of Braun, the company is currently unable to pay the
16 full settlement in one lump-sum payment and will need the full 360 days to fully fund the
17 settlement amount. Braun operates with tight margins due to high overhead, including labor costs.
18 In addition, when COVID hit and operations across the state were such down for periods of times,
19 Braun's business took a big hit because many companies no longer needed laundry services due
20 to location shut downs. Our cash flow is such that we will need to make the settlement payment in
21 installments over the 360 day period.

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

24
25 Dated: 1/28/2026

DocuSigned by:

Scott Cornwell

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26 Scott Cornwell