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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARIA VENTURA, on behalf of herself and all others similarly situated, Plaintiff, vs. BRAUN LINEN SERVICE, INC., a California corporation; and DOES 1 through 100, inclusive, Defendants. ——— CLAUDIA GONZALZEZ, 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]* **PLAINTIFFS' NOTICE OF MOTION AND 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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PLEASE TAKE NOTICE that pursuant to Rule 3.769 of the California Rules of Court, on February 9, 2026 at 10:00 a.m., or as soon thereafter as the matter may be heard in Department 7 of the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California 90012, Plaintiffs Maria Ventura and Claudia Gonzalez ("Plaintiffs") will, and hereby do, move this Court for:

1. Preliminary approval of the proposed Settlement Agreement ("Settlement") between Plaintiffs and Defendant Braun Linen Service, Inc. ("Defendant" or "Braun Linen");
2. Pursuant to Section 382 of the California Code of Civil Procedure, provisional certification, for settlement purposes only, of the following Settlement Class:

   > All individuals who worked for Braun Linen in California in a non-exempt position at any time from September 9, 2020 through the earlier of (i) September 6, 2025 or (ii) the date that the Court enters preliminary approval (the "Class Period").

3. Preliminary appointment of Plaintiffs as Class Representatives;
4. Preliminary appointment of Tuvia Korobkin and Nancy Goodes of Marquee Law Group, APC; Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC; and Paul K. Haines of Haines Law Group, APC as Class Counsel;
5. Appointment of Phoenix Settlement Administrators ("Phoenix") as Settlement Administrator;
6. Approval of the proposed Notice of Proposed Class Action Settlement and Notice of Estimated Settlement Award (the "Notice Packet"), and an order that the Notice Packet be disseminated to the Settlement Class as provided in the Settlement; and
7. The scheduling of a hearing to consider whether the Settlement should be finally approved and to award Class Representative Service Payments to Plaintiffs, and attorneys' fees and costs to Class Counsel.

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This motion is based on this notice of motion; the attached memorandum of points and authorities; the declaration of counsel and exhibits attached thereto; the declarations of Plaintiffs; the declaration of Jodey Lawrence and exhibits attached thereto; the pleadings and other papers filed in this action; and any further oral or documentary evidence or argument presented at the time of hearing.

Dated: September 25, 2025

MARQUEE LAW GROUP, APC

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Attorneys for Plaintiffs

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Maria Ventura and Claudia Gonzalez ("Plaintiffs") seek preliminary approval of a class action settlement ("Settlement") with Defendant Braun Linen Service, Inc. ("Braun Linen" or "Defendant") (together with Plaintiffs, the "Parties"). The Settlement resolves a consolidated class and representative action pending before this Court (the "Action"), in which Plaintiffs allege that Braun Linen failed to pay employees for all hours worked due to its prior rounding practice; failed to provide all meal periods; and failed to authorize and permit all rest periods. Plaintiffs further allege that as a result of these violations, Braun Linen failed to issue accurate itemized wage statements, failed to pay all wages on termination, engaged in unfair competition, and is liable for civil penalties under the Private Attorneys General act ("PAGA").

Plaintiffs now respectfully request that this Court preliminarily approve this non-reversionary class action Settlement,[1] in which Braun Linen has agreed to pay **$5,000,000.00** to the following Settlement Class, which is estimated to consist of 582 individuals:

> All individuals who worked for Braun Linen in California in a non-exempt position at any time from September 9, 2020 through September 6, 2025 (the "Class Period")

The Settlement was reached after the Parties engaged in a full-day mediation with Monique Ngo-Bonnici, Esq., an experienced and respected class action mediator. In connection with mediation, Defendants produced extensive informal discovery, including timekeeping and payroll records for the putative class members, Braun Linen's relevant written policies and collective bargaining agreements, and other documents and information.

After extensive research and investigation, including a detailed analysis of Braun Linen's potential exposure made with the assistance of an expert data analyst, the full-day mediation session was held with Ms. Ngo-Bonnici on June 6, 2025. At the conclusion of mediation, Ms. Ngo-Bonnici made a mediator's proposal to resolve the Action, which was eventually accepted by the Parties. Over the following weeks, the Parties negotiated the finer terms of their settlement, ultimately resulting in the Settlement.

[1] The Settlement is attached as Exhibit 1 to the Korobkin Declaration. The Class Notice and Notice of Estimated Settlement Payment are attached as Exhibits A and B, respectively, to the Settlement.

Notably, Settlement Class members do not need to submit a claim form to receive a payment ("Settlement Award"). After deductions for proposed administration costs, attorney fees and costs, Plaintiffs' service payments, and the Labor & Workforce Development Agency's ("LWDA") share of PAGA civil penalties, the average Settlement Award is estimated at **$5,008.59**. For the reasons discussed herein, Plaintiffs respectfully submit the Settlement is fair, reasonable, and adequate, and request that the Court grant preliminary approval of the Settlement.

II. SUMMARY OF THE LITIGATION

A. FACTUAL AND PROCEDURAL BACKGROUND

Braun Linen is a leading commercial linen supplier based in Southern California. *See* Declaration of Tuvia Korobkin ("Korobkin Decl."), ¶ 10. Braun Linen has two facilities, one in Paramount, California and the other in Pomona, California. *Id*. Plaintiff Ventura worked for Braun Linen as a non-exempt Production worker for many years until October 2022; her employment formally ended in March 2025. *Id*. Plaintiff Gonzalez is a current employee of Braun Linen and works as a non-exempt Laundromat Worker. *See* Declaration of Scott M. Lidman ("Lidman Decl."), ¶ 10.

On September 9, 2024, Plaintiff Ventura filed this Action, alleging claims for failure to pay minimum wages and overtime wages, meal and rest period violations, waiting time penalties, and unfair competition. Korobkin Decl., ¶ 11. On April 9, 2025, Plaintiff Gonzalez filed her related action, alleging claims for failure to pay minimum wages and overtime wages, meal and rest period violations, wage statement violations, and unfair competition. Lidman Decl., ¶ 10. Plaintiff Gonzalez also submitted a PAGA notice letter to the LWDA and to Braun Linen on April 9, 2025, based on the same violations. *Id*. Plaintiff Gonzalez subsequently filed a First Amended Complaint adding a cause of action for PAGA civil penalties. *Id*.

On September 19, 2025, pursuant to the Parties' stipulation, Plaintiffs filed the operative Consolidated Class and Representative Complaint ("Complaint") in this Action. Korobkin Decl., ¶ 13. The Complaint consolidated Plaintiffs' claims, including a PAGA claim based on all claims alleged by both Plaintiffs. *Id*.

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B. PLAINTIFFS' CLAIMS AND BRAUN LINEN'S DEFENSES

1. Unpaid Wages Claim

Plaintiffs allege that, until December 2024, Braun Linen failed to pay Plaintiffs and other employees for all hours worked due to its prior time-rounding practice. Specifically, Plaintiffs allege that Braun Linen would modify employees' time records to reflect their scheduled hours rather than their actual clock-in times, which resulted in employees not being paid for time spent prior to the beginning of their shifts and/or after the end of their shifts.. Korobkin Decl., ¶ 14. Braun Linen contends that it has always paid employees for all hours worked, that its policies prohibit off-the-clock work, and that employees did not – and in fact could not – perform any work before or after their scheduled shifts. *Id*. Specifically, Braun Linen's employees work on heavy machinery, and Braun Linen asserts that the machines are not turned on until the start of the shift, and therefore employees are not able to perform any work before the start of the shift. *Id*. Furthermore, Braun Linen contends that the machines are turned off 5-7 minutes before the end of the shift, which gives employees sufficient time to wind down their work and leave the work area by the scheduled end of their shift. *Id*. Braun Linen further argues that differences among employees' job duties and working conditions, as well as issues with proving whether each employee worked unpaid wages on each individual shift, would present a plethora of individualized issues that would preclude class certification. *Id*. Braun Linen also argues that, to the extent the alleged unpaid wages were overtime wages, the overtime claims would be barred for many putative class members because the relevant collective bargaining agreements satisfy the requirements of Labor Code § 514, and therefore, the California overtime statute (i.e., Labor Code § 510) would not apply to them. *Id*.; *see also Vranish v. Exxon Mobil Corp.*, 223 Cal.App.4th 103 (2014) (holding Labor Code § 510 is inapplicable where collective bargaining agreement meets requirements of Labor Code § 514).

2. Meal Period Claim

Plaintiffs allege that until approximately December 2024, they and other employees consistently had their meal periods cut short by a bell that rang at the 28-minute mark of each meal period. Korobkin Decl., ¶ 15. Plaintiffs allege that this "warning bell" caused employees to cut short their meal periods so that they were back at their work stations, ready to work, by the time the next bell rang at the 30-minute mark. *Id*. Thus, Plaintiffs allege, employees' meal periods were essentially truncated by two minutes on each shift. *Id*. Plaintiffs further allege that at the Paramount location, Braun Linen consistently provided meal periods late (i.e., commencing after the end of the fifth hour of work) until Braun Linen modified its Paramount schedules in or about January 2025. *Id*. For its part, Braun Linen argues that it has always maintained lawful meal period policies, and that employees are provided a full 30-minute meal period on each shift. *Id*. The 28-minute bell was meant as a convenient reminder to employees, simply to alert them that the meal period is ending in two minutes, and so that they wouldn't be caught off-guard when the bell rang at the 30-minute mark two minutes later; but it was not meant to encourage employees to cut their meal periods short. *Id*. Braun Linen also asserts that it discontinued the bell system at its Pomona facility in 2019. *Id*. As for the late meal periods at Paramount, Braun Linen asserts that the meal period scheduling was agreed upon by the union on behalf of the Paramount employees. *Id*. Employee shifts began at either 3:00 a.m. or 5:00 a.m. at Paramount, and employees preferred to defer their meal periods until later in the morning when they were more likely to actually be hungry. *Id*. In addition, Braun Linen argues that differences among employees as to whether they believed they needed to (or actually did) cut short their meal periods due to the bell system, and as to whether individual employees actually preferred to take late meal periods, would create individualized issues that would defeat class certification. *Id*.

3. <u>Rest Period Claim</u>

Plaintiffs allege that until approximately December 2024, Braun Linen failed to authorize and permit 10-minute rest periods, as a result of a "warning bell" system similar to the one it implemented regarding meal periods. Korobkin Decl., ¶ 16. Specifically, Braun Linen would sound a bell at the 8-minute mark of each rest period, and Plaintiffs allege this had the desired effect of causing employees to cut short their rest periods by two minutes in order to be back at their work stations, ready to work, by the time the next bell rang two minutes later, thereby causing employees' rest breaks to be consistently interrupted and cut short. *Id*. In addition, Plaintiffs allege that until late 2024, Braun Linen would unlawfully schedule the rest periods at

Paramount so that both rest periods occurred prior to the meal period, rather than the "preferred schedule" of having one rest period on either side of the meal period as described in *Brinker*. *Id.*; *see also Brinker Restaurant Corp. v. Superior Court*, 54 Cal.4th 1004, 1032 (2012) ("in the context of an eight-hour shift, as a general matter, one rest break should fall on either side of the meal break."); *Rodriguez v. E.M.E., Inc.*, 246 Cal.App.4th 1027, 1040 (2016) ("a departure from the preferred schedule is permissible only when the departure (1) will not unduly affect employee welfare and (2) is tailored to alleviate a material burden that would be imposed on the employer by implementing the preferred schedule.") For its part, Braun Linen contends that it has always maintained lawful rest periods policies and has consistently authorized and permitted legally compliant 10-minute rest periods without interruption. Korobkin Decl., ¶ 16. The 8-minute bell, like the 28-minute meal period bell, was implemented for employee convenience and was simply to alert employees that the rest period was ending in two minutes so that they could plan the rest of their rest period accordingly; it was not meant to induce employees to cut their rest periods short. *Id*. As for the Paramount rest period schedules, Braun Linen asserts that, like the meal period schedules, the rest period schedules were bargained-for by the union representing Braun Linen employees and was preferred by the employees themselves. *Id*. Finally, Braun Linen argues that differences among employees as to whether they actually believed they needed to (or actually did) cut short their rest periods due to the bell system, and as to whether individual employees actually preferred to take rest periods in the scheduled manner, would create individualized issues that would preclude class certification. *Id*.

4. <u>Claims Under Lab. Code §§ 203, 226, and the PAGA</u>

As a result of Braun Linen's alleged failure to pay all wages, as well as its failure to provide all meal and rest periods, Plaintiffs assert that Braun Linen failed to comply with its final payment and wage statement obligations, in violation of Cal. Labor Code §§ 203 and 226, respectively. Korobkin Decl., ¶ 17. Plaintiffs also seek civil penalties under the PAGA based on the aforementioned claims. *Id*.

Braun Linen argues that Plaintiffs' derivative claims fail for the same reasons their underlying claims fail. Korobkin Decl., ¶ 18. Braun Linen further asserts it has strong, good-faith defenses to Plaintiffs' underlying claims, precluding imposition of penalties. *See* 8 Cal. Code Regs. § 13520 (a "good faith dispute that any wages are due will preclude imposition of waiting time penalties"); *Kao v. Joy Holiday*, 12 Cal.App.5th 947, 963 (2017) (holding "good faith dispute" precluded imposition of waiting time penalties); *Naranjo v. Spectrum Security Services, Inc.*, 15 Cal.5th 1056 (2024) (holding good faith defense precluded imposition of wage statement penalties). Braun Linen further contends its wage statements always accurately reflect amounts *paid* to employees and therefore no wage statement violations occurred. Korobkin Decl., ¶ 18; *see also Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308, 1336-37 (2018) ("The purpose of section 226 is to '*document* the *paid wages* to ensure the employee is fully informed regarding the calculation of those wages.") (citing *Soto v. Motel 6 Operating, L.P.*, 4 Cal.App.5th 385, 392 (2016)).

Braun Linen contends Plaintiffs' PAGA claim fails because the underlying claims fail. *See, e.g., Price v. Starbucks Corp.*, 192 Cal.App.4th 1136, 1147 (2011) ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail."). Braun Linen further maintains that given its good-faith defenses and honest attempts to comply with the law, and given the fact that it modified its practices as to timekeeping, meal periods, and rest periods shortly after this lawsuit was filed, the Court would substantially reduce PAGA civil penalties even if it were to find in Plaintiffs' favor on the underlying claims. Korobkin Decl., ¶ 18; *see also* Lab. Code § 2699(e)(2) (authorizing discretionary reduction in PAGA penalties); *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (affirming reduction of PAGA penalties, in part because "the evidence showed…defendants took their obligations…seriously and attempted to comply with the law"); *Fleming v. Covidien, Inc.*, No. ED-CV-10-1487-RGK (OPx), 2011 WL 7563047 at *4 (C.D. Cal. 2011) (reducing PAGA penalties by over 82% in part because employer was "not aware" of violations and "took prompt steps to correct all violations once notified"); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (affirming PAGA civil penalty of just $5 per pay period where employer made "good faith attempts" to comply with the law).

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C. DISCOVERY AND MEDIATION

The Parties engaged in extensive informal discovery. Braun Linen produced timekeeping and payroll records for all putative class members; its employee handbook; a class list with each employee's hire date, termination date, and other data; applicable collective bargaining agreements; and other relevant information. Korobkin Decl., ¶ 19. Plaintiffs' counsel hired an expert data analyst to analyze and extrapolate the data. *Id*. This discovery allowed the Parties to assess the merits and value of Plaintiffs' claims and Braun Linen's defenses. *Id*.

The Parties attended a full-day mediation with Ms. Ngo-Bonnici on June 6, 2025, during which they vigorously debated Plaintiffs' claims and Braun Linen's defenses, the Parties' respective damages models, and the chances of certification. Korobkin Decl., ¶ 21. At the conclusion of mediation, with the Parties at an impasse, Ms. Ngo-Bonnici made a Mediator's Proposal, which was eventually accepted by the Parties. Over the following weeks, the Parties negotiated the finer terms of the settlement, ultimately resulting in the Settlement. *Id*.

III. THE PROPOSED SETTLEMENT

A. ESSENTIAL TERMS OF THE SETTLEMENT

Under the Settlement, Braun Linen will pay a non-reversionary Gross Settlement Amount ("GSA") of $5,000,000.00. The monetary terms of the Settlement are summarized below:

• Gross Settlement Amount ("GSA"):	$5,000,000.00
• Minus Court-approved attorneys' fees (up to 35%):	$1,750,000.00
• Minus Court-approved costs (up to):	$40,000.00
• Minus Court-approved Service Awards:	$20,000.00
• Minus Amount Set Aside as PAGA penalties:	$400,000.00
• Minus settlement administration costs (up to):	$15,000.00
Net Settlement Amount ("NSA"):	**$2,775,000.00**
PLUS 35% of PAGA penalties ("PAGA Amount"):	$140,000.00
Total Amount Paid to Settlement Class:	**$2,915,000.00**

1. The Settlement Provides for Significant Monetary Payments

As noted above, after deducting amounts for court-approved service payments, administration costs, attorneys' fees and costs, and PAGA payment to the LWDA, Settlement Class members will receive $2,915,000.00. *See* Settlement, § 6. Braun Linen represents there are approximately 582 Settlement Class members. *Id.*, § 1. Thus, the average payment to Settlement Class members is estimated to be **$5,008.59**. Korobkin Decl., ¶ 23.

The NSA will be distributed to Participating Class Members (those Settlement Class members who do not opt out) proportionally based on the number of workweeks worked as non-exempt employees in California during the Class Period. *See* Settlement, § 8(B). Additionally, all Settlement Class members (even those who opt out) who were employed by Braun Linen as non-exempt employees in California at any time from April 9, 2024 to September 6, 2025 (the "PAGA Period") are known as the "PAGA Group," and PAGA Group members will receive a portion of the $140,000 PAGA Amount, based on their proportionate number of pay periods worked for Braun Linen as a non-exempt employee in California during the PAGA Period. *Id.*, § 8(C).

Payments from the NSA will be treated as 20% wages reported on a Form W-2, with the remaining 80% treated as interest and penalties and reported on a Form 1099. *See* Settlement, § 8(E). Payments from the PAGA Amount will be treated as 100% penalties. *Id.* Braun Linen will separately pay the employer's share of payroll taxes on the amount designated as "wages," in addition to the GSA. *Id.*, §§ 6(D), 8(E).

2. <u>Notice Period and Release of Claims</u>

Settlement Class members will have 60 days from the Notice mailing to opt out of or object to the Settlement or submit disputes, thereby providing ample time to review the Notice without unduly delaying the Settlement. *See* Settlement, § 13(C)-(E).

Participating Class Members will be bound by the Settlement and shall release all wage and hour claims that were pled in the Action, or that could have been pled based on the facts alleged in the Action, during the Class Period ("California Released Claims"). *See* Settlement, § 3. In addition, all PAGA Group members will release all claims against Braun Linen for PAGA penalties based on the facts alleged in the PAGA letters submitted by the Plaintiffs, that arose during the PAGA Period ("Released PAGA Claims"). *Id.*, § 4.

3. <u>Funding of the Settlement</u>

The Gross Settlement Amount will be funded in three (3) equal installments, with the Settlement being fully funded within 360 days of final approval. *See* Settlement, § 6(B). This payment plan was warranted due to Braun Linen's financial condition, as evidenced by its financial records produced prior to mediation. Korobkin Decl., ¶ 24.

4. Attorneys' Fees and Costs, Enhancement Award, and PAGA Payment

At final approval, Plaintiffs will apply for Service Payments of $10,000 each. *See* Settlement, §§ 6(C)(iii), 10. "[I]ncentive awards are fairly typical in class action cases…and are intended to compensate class representatives for work done on behalf of the class [and] to make up for financial or reputational risk undertaken in bringing the action." *In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380, 1393-94 (2010). As will be briefed at final approval, Plaintiffs' requested payments are in recognition of the time and effort they expended on behalf of the Settlement Class, including providing factual information and documents to counsel, discussing with counsel the claims and theories at issue in the litigation, reviewing the settlement agreement and other documents, referring potential witnesses to counsel, and otherwise actively participating in the prosecution of this case. Korobkin Decl., ¶ 34; Lidman Decl., ¶ 13. Plaintiffs respectfully submit that the requested payments are well within the range of permissible approval. *See, e.g., Alvarado v. Nederend*, No. 1:08-cv-01099-OWW-DLB, 2011 WL 1883188 at *10 (E.D. Cal. May 17, 2011) (approving $7,500 award to each of five named plaintiffs ($37,500 total) from $505,058.60 settlement); *Martinez v. Knight Transportation*, *Inc.*, No. 1:16-cv-01730-SKO, 2023 WL 5917989 (E.D. Cal. Sept. 11, 2023) (awarding $10,000 incentive award from $400,000 claims-made settlement where average settlement payment was just $127.61).

The parties have also designated $400,000.00 of the GSA as PAGA penalties, of which $260,000 (65%) will be paid to the LWDA, with the remaining $140,000 (35%) distributed to PAGA Group members as described above, consistent with the PAGA's requirement that 65% of penalties be allocated to the LWDA with the remaining 35% allocated to aggrieved employees (Labor Code § 2699(m)). Plaintiffs submit this allocation to the LWDA is reasonable. *See, e.g., Chu v. Wells Fargo Inv., LLC*, No. C-05-4526-MHP, 2011 WL 672645 (N.D. Cal. Feb. 16, 2011) (approving $10,000 PAGA payment from $6.9 million settlement); *Lagunas v. Young Adult Institute, Inc.,* No. 23-cv-00654-RS, 2024 WL 1025121 (N.D. Cal. Mar. 8, 2024) (preliminarily approving PAGA allocation of $20,000 from $850,000 settlement).

At final approval, Plaintiffs' counsel will request attorneys' fees of 35% of the GSA (currently estimated at $1,750,000), and up to $40,000 in litigation costs. (Settlement, § 6(C)(iv).)

The requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis. Plaintiffs' counsel have incurred substantial attorneys' fees, in, among other things, conducting pre-filing investigation and legal research; analyzing timekeeping, payroll, and other data with Plaintiffs' data expert to create a comprehensive damages model; preparing for and attending mediation; negotiating and preparing the Settlement; preparing this Motion; and otherwise prosecuting this case. Korobkin Decl., ¶ 33; Lidman Decl., ¶ 11. Counsel will also incur future attorney fees in overseeing the Notice process, fielding phone calls from Settlement Class members, preparing the Final Approval Motion and supporting documents, and appearing at the Final Approval Hearing. *Id*.

It is appropriate to award attorney fees as a percentage of the "common fund" created by the settlement. *Laffitte v. Robert Half Int'l, Inc.,* 1 Cal.5th 480 (2016) (holding "the percentage of fund method survives in California class action cases"). Counsel's fee request is well within the range of reasonableness and is typical for common fund settlements. *See*, *e.g.*, *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, n.11 (2008) ("regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery"). As will be briefed at final approval, the fee request is reasonable in light of the substantial risks and significant work undertaken, the results obtained, and the efficiency with which counsel litigated.

IV. ARGUMENT

A. PRELIMINARY APPROVAL IS WARRANTED

California Rule of Court 3.769 conditions class action settlements on court approval, which is generally evaluated under the same standards as Fed. R. Civ. Proc. 23. *See Reed v. United Teachers Los Angeles*, 208 Cal.App.4th 322, 337 (2012) (Rule 3.769 requires court to determine "that the settlement is fair, reasonable and adequate to all concerned"); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998) (Rule 23(e) requires court to determine "whether a proposed settlement is fundamentally fair, adequate, and reasonable"). Settlement is the preferred means of dispute resolution, particularly in complex class action litigation. /*See In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008). The Court's role is to ensure the settlement agreement taken as a whole is fair and within the range of reasonableness. *Hanlon*, 150 F.3d at 1027. There is a presumption of fairness when a settlement is negotiated at arm's length by counsel. *See, e.g.*, *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 130 (2008).

1. <u>Standard for Preliminary Approval</u>

To make a fairness determination, the Court should consider several factors, including: "the strength of Plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, [and] the experience and views of counsel." *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). "The list of factors is not exclusive and the Court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 245 (2001). As discussed below, the proposed Settlement is fair, adequate, and reasonable in light of the overall balance of factors in this case.

a. <u>The Strength of Plaintiffs' Case</u>

While Plaintiffs are confident in the merits of their claims, Plaintiffs acknowledge there were substantial risks and uncertainty in proceeding with class certification and eventual trial on the merits. As described in section II.B., *supra*, Braun Linen presented multiple defenses to Plaintiffs' claims, both on the merits and to class certification, rendering success uncertain.

b. <u>Risk, Expense, Complexity, and Duration of Further Litigation</u>

Although the Parties engaged in significant informal discovery, they had not completed formal written and deposition discovery, which would have required expenditure of substantial time and resources. Korobkin Decl., ¶ 35. Plaintiffs also still had to file for class certification. *Id*. Even if Plaintiffs obtained certification, the Parties would incur considerable attorneys' fees and costs through a possible decertification motion, motions for summary judgment, trial, and potential appeals. *Id*. The Settlement avoids those risks and the accompanying delay and expense. *Id.* Thus, this factor supports preliminary approval.

c. <u>Risk of Maintaining Class Action Status</u>

Plaintiffs had not yet filed their class certification motion, and as such, the extent to which Plaintiffs' proposed classes were certifiable is somewhat speculative. Absent settlement, there was a risk there would not be a certified class at trial, or if there were, that it would consist of a significantly smaller group of employees than the proposed Settlement Class, and the expected recovery would be significantly reduced. Thus, this factor supports preliminary approval.

d. Amount Offered in Settlement Given Realistic Value of Claims

The Settlement provides a fair and reasonable monetary recovery for the Settlement Class for disputed claims. As detailed in the Korobkin Declaration, and with the assistance of a data expert, Plaintiffs conducted an analysis of potential damages due to Braun Linen's allegedly unlawful policies and practices. After applying reasonable discounts for risks of not obtaining class certification and risks of losing on the merits, Plaintiffs estimated their claims had a realistic potential value of $5,342,119. Korobkin Decl., ¶¶ 26-32. The proposed settlement of $5,000,000 thus represents over 93% of Plaintiffs' reasonably forecasted classwide recovery. *Id*., ¶ 32. This lawsuit was also apparently the catalyst for Braun Linen to change its practices to bring them into compliance, including stopping its rounding practice and scheduling meal and rest periods in compliance with California law. Preliminary approval is appropriate, as the Settlement and this litigation provide significant relief to the Settlement Class and to Braun Linen's future employees.

e. The Experience and Views of Counsel

"Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation." *In re Pac. Enter. Securities Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Here, counsel have extensive experience litigating wage and hour class actions, and have been appointed class counsel in numerous cases alleging similar claims. *See* Korobkin Decl., ¶¶ 2-8; Lidman Decl., ¶¶ 3-8; Declaration of Paul K. Haines, ¶¶ 3-8; Declaration of Milan Moore, ¶¶ 2-5; Declaration of Tiara Gose-Hardy, ¶¶ 2-4; Declaration of Nancy Goodes, ¶¶ 2-4. Counsel conducted an in-depth review of Defendants' policies, timekeeping and payroll records, and other relevant data, and drew on their extensive experience to assess Plaintiffs' claims. The Settlement was also reached after a mediation session with mediator Monique Ngo-Bonnici, Esq., an experienced wage and hour class action mediator. Korobkin Decl., ¶ 21. This strongly supports preliminary approval. *Kullar*, 168 Cal.App.4th at 130.

2. The Preliminary Approval Standard Is Met

The Court can grant preliminary approval of a proposed settlement and direct that notice be given if the settlement: (1) falls within the range of possible approval; (2) appears to be the product of serious, informed negotiations; and (3) has no obvious deficiencies. *See Manual for Complex Litig.*, § 30.41 (3rd Ed. 1995); *Newberg on Class Actions*, §§ 11:24-25 (4th Ed. 2013).

a. The Settlement Is Within the Range of Possible Approval

As noted, the Settlement reflects over 93% of the realistic estimated recovery on Plaintiffs' claims, and will provide tangible, monetary compensation for hotly disputed wage claims. Accordingly, Plaintiffs submit the Settlement is within the range of possible approval.

b. The Settlement Resulted from Serious, Informed Negotiations

The Settlement resulted from an exchange of substantial information, arm's-length negotiations, a mediation session with an experienced mediator, and months of additional negotiations. Plaintiffs carefully vetted the claims at issue and conducted a detailed analysis of the relevant data and information with the help of a retained expert. Korobkin Decl., ¶¶ 26-32. The Settlement is thus entitled to a presumption of fairness. *Kullar*, 168 Cal.App.4th at 130.

c. The Settlement Is Devoid of Obvious Deficiencies

The Settlement provides tangible monetary relief to the Settlement Class, and the amounts proposed for attorneys' fees, costs, Plaintiffs' incentive awards, and PAGA penalties are all reasonable and appropriate based on the facts of this case. Because the Settlement is devoid of obvious deficiencies, this supports preliminary approval.

B. THE COURT SHOULD CERTIFY THE PROPOSED CLASS

The proposed Settlement Class satisfies the criteria for certification because: 1) the Settlement Class is ascertainable and numerous; 2) common questions of law and fact predominate; 3) Plaintiffs' claims are typical of the Settlement Class; and 4) Plaintiffs and their counsel will fairly and adequately represent the Settlement Class. Cal. Code Civ. Proc. § 382.

1. The Proposed Class Is Ascertainable and Numerous

A class is "ascertainable" where members "may be readily identified without unreasonable expense or time by reference to official [or business] records." *Sevidal v. Target Corp.*, 189

Cal.App.4th 905, 919 (2010). The Settlement Class includes non-exempt employees who worked for Braun Linen in California during the Class Period, and it thus can be readily identified from Braun Linen's records. Braun Linen represents there are approximately 582 Settlement Class members, rendering it impracticable to bring them all before the Court. Numerosity is satisfied.

2. <u>Common Issues of Law and Fact Predominate</u>

The focus on certification is not on the merits, but rather on what types of questions, "common or individual," are likely to arise in the action. *Sav-On Drug Store, Inc. v. Sup. Ct.*, 34 Cal.4th 319, 327 (2004). Plaintiffs' claims are predicated primarily on Defendants' time-rounding practice and meal and rest period policies/practices. Such claims are commonly held proper for class certification. *See, e.g., Benton v. Telecom Network Specialists, Inc.* 220 Cal.App.4th 701, 726 (2013) (certifying meal and rest period claims); *Tapia v. Zale Delaware Inc.*, No. 13-CV-1565-BAS, WL 1385181 at **3-4 (S.D. Cal. Apr. 6, 2016) (certifying rounding claim).

3. <u>The Named Plaintiffs' Claims Are Typical</u>

Typicality is satisfied where class representatives have claims typical of the class. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.,* 191 Cal.App.3d 1341, 1347 (1987). Here, Plaintiffs' claims are typical of those held by Settlement Class members. Plaintiffs were employed by Defendants as non-exempt employees in California during the Class Period, and Plaintiffs contend they were injured by the same challenged policies that allegedly injured the Settlement Class as a whole. *See* Declaration of Maria Ventura, ¶ 3; Declaration of Claudia Gonzalez, ¶¶ 3-6.

4. <u>Plaintiffs and Class Counsel Will Adequately Represent the Class</u>

The adequacy requirement examines conflicts of interest between named parties and the class(es) they seek to represent. *Capital People First v. State Dept. of Developmental Svcs.,* 155 Cal.App.4th 676, 697 (2007). Plaintiffs and their counsel will adequately represent the Settlement Class, as there are no known conflicts between Plaintiffs or their counsel and the Settlement Class. *See McGhee v. Bank of Am.,* 60 Cal.App.3d 442, 450 (1976) (finding adequacy satisfied where there was no indication that plaintiff's counsel was not qualified and the named plaintiff had no interests antagonistic to those of the proposed class). Class Counsel also have extensive experience in wage and hour class action litigation, as noted above.

C. THE COURT SHOULD ORDER DISTRIBUTION OF THE NOTICE

The Court should order distribution of the proposed Notice by U.S. Mail, using last known mailing addresses provided by Braun Linen. This is the "best notice practicable" under the circumstances as it provides "individual notice to all members who can be identified through reasonable effort." *Eisen v. Carlisle & Jacquelin,* 417 U.S. 156, 173 (1974). Plaintiffs propose the Settlement be administered by Phoenix Settlement Administrators, an experienced administrator. *See* Jodey Lawrence Declaration and exhibits. Phoenix will run all addresses through the USPS National Change of Address database and will perform "skip traces" to obtain current addresses for Notices returned as undeliverable. *See* Settlement, § 13(B) & (F).

The proposed Notice satisfies Rule of Court 3.766(d) because it advises the Settlement Class of the nature of the claims; the parties' basic contentions; the key Settlement terms; the 60-day deadline to opt out, object, or submit a dispute and how to do so; the payment formula and expected payment amount for each Settlement Class member; and explains the releases of claims. *See* Settlement, Exh. A. The Notice also includes the final approval hearing date and time and provides contact information for Class Counsel and the administrator. *Id.* The Notice will also be translated into Spanish. *See* Settlement, § 12(F). The Notice satisfies Rule of Court 3.766(e) as the most reliable and cost-effective method of reaching the Settlement Class.

D. THE COURT SHOULD SET A FINAL APPROVAL HEARING

The Court should set a hearing for final approval on a date appropriately scheduled to follow Settlement Class members' response deadline. *See* Cal. Rule of Court 3.769.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court preliminarily approve the proposed Settlement, provisionally certify the Settlement Class, and enter the Proposed Order submitted concurrently herewith.

Dated: September 25, 2025

Respectfully submitted,
MARQUEE LAW GROUP, APC

By: ______________________
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