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MARIA VENTURA and CLAUDIA GONZALEZ

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

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

Defendants.

CLAUDIA 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]*

**DECLARATION OF TUVIA
KOROBKIN IN SUPPORT OF
PLAINTIFFS' 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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MARIA VENTURA and CLAUDIA GONZALEZ

1 I, TUVIA KOROBKIN, declare as follows:

2 1. I am an attorney at Marquee Law Group, A Professional Corporation, attorneys of
3 record (along with our co-counsel) for Plaintiffs Maria Ventura and Claudia Gonzalez
4 (“Plaintiffs”) and the proposed Settlement Class in the above-captioned matter. I am a member in
5 good standing of the bar of the State of California and am admitted to practice in this Court. I
6 have personal knowledge of the facts stated in this declaration and could testify competently to
7 them if called upon to do so.

8 2. I am a 2009 graduate of the UCLA School of Law. I was admitted to the California
9 State Bar in December 2009 after passing the bar exam on my first attempt. Since that time, I
10 have practiced almost exclusively in the area of employment litigation. From May 2010 to May
11 2014, I worked as an associate at the employment law firm of Eisenberg & Associates in Los
12 Angeles. From May 2014 to January 2016, I worked as an associate at the employment law firm
13 of Setareh Law Group in Beverly Hills. The vast majority of my work at both Eisenberg &
14 Associates and Setareh Law Group focused on representing employees in wage and hour and
15 wrongful termination actions, including wage and hour class actions. Although non-exhaustive,
16 the types of work I performed at those firms included: conducting client intakes; performing pre-
17 filing research and analysis; drafting complaints; attending court hearings; corresponding with
18 opposing counsel; drafting and responding to written discovery; taking and defending
19 depositions; analyzing payroll and timekeeping records and employee handbooks; drafting and
20 opposing a variety of motions including motions for summary judgment, motions for remand,
21 demurrers and motions to dismiss, motions to compel, motions to quash, and motions for class
22 certification; drafting mediation briefs and attending mediations; drafting long-form settlement
23 agreements; drafting motions for preliminary and final settlement approval; and overseeing the
24 claims and/or opt-out processes. I also drafted appellate briefs for the California Court of Appeal
25 and the Ninth Circuit Court of Appeals, and argued before the California Court of Appeal, all in
26 connection with employment matters.

27 3. In February 2016 I joined Haines Law Group, APC (HLG) in El Segundo,
28 California, as an associate attorney. In December 2019 I was promoted to Partner, a position I

1 held until I resigned from HLG in July 2022. While at HLG, I performed many of the same duties
2 identified in the preceding paragraph, and I also managed junior and mid-level associates. During
3 my tenure with HLG I handled over 100 wage and hour class actions and Private Attorneys
4 General Act (“PAGA”) actions, resulting in more than \$100 million in total settlements on behalf
5 of California workers.

6 4. In July 2022 I joined Abramson Labor Group (ALG) as Senior Counsel in the
7 firm’s Class Action Department, where I grew the Class Action Department to approximately 80
8 active wage and hour class and PAGA actions throughout California. In addition to managing the
9 caseload and day-to-day operations of the Class Action Department, I supervised associate
10 attorneys and performed many of the same duties described in the two prior paragraphs.

11 5. In March 2024 I joined Marquee Law Group as Senior Counsel and Chair of the
12 Class Action Department. I currently manage and play an active role in approximately 55 active
13 wage and hour class actions and PAGA actions throughout California, and I perform many of the
14 same job duties as I performed in my prior roles, in addition to supervising other attorneys’ work
15 on those cases.

16 6. The following is a non-exhaustive list of wage and hour class action settlements
17 in which I was appointed as class counsel and that have received final approval: *Bellinghausen v.*
18 *Tractor Supply Company*, Case No. 3:13-cv-02377-JSC, U.S. District Court, Northern District of
19 California, Judge Jacqueline Scott Corley presiding (granted final approval of settlement on
20 behalf of retail employees involving claims for failure to provide meal and rest periods, failure to
21 pay overtime, and other claims); *Montgomery v. Del Monte Corp.*, et al, Case No. 13C0204, Kings
22 County Superior Court, Judge James LaPorte presiding (granted final approval of settlement on
23 behalf of manufacturing employees involving claims for failure to provide meal and rest periods,
24 failure to pay overtime, and other claims); *Tesla Motors Wage and Hour Litigation*, JCCP 4792,
25 Santa Clara County Superior Court, Judge Peter H. Kirwan presiding (granted final approval of
26 settlement on behalf of automotive factory workers involving claims for failure to pay overtime,
27 failure to provide meal and rest periods, and other claims); *Nable v. TransFirst, LLC*, Case No.
28 8:15-cv-00891-DOC-JCG, U.S. District Court, Central District of California, District Judge

David O. Carter presiding (granted final approval of settlement of hybrid nationwide FLSA/California Rule 23 class action involving claims for failure to pay overtime, failure to provide meal periods, off-the-clock work, and other claims); *Kostyuk, et al v. Golden State Overnight Delivery Service, Inc.*, Case No. RG14727191, Alameda County Superior Court, Honorable Winifred Y. Smith presiding (granted final approval of settlement on behalf of courier drivers involving claims for failure to provide meal periods, failure to pay wages, and other claims); *Leverage, et al v. Traeger Pellet Grills, LLC, et al*, Case No. 4: 16-cv-00784-KAW, U.S. District Court for the Northern District of California, Judge Kandis A. Westmore presiding (granted final approval of settlement on behalf of grill demonstrators involving claims for independent contractor misclassification, unpaid minimum wages, unpaid overtime, failure to provide meal periods, failure to authorize and permit rest periods, unlawful deductions from wages, and other claims); *Rendon v. AEP Industries, Inc.*, Case No. CIVDS1621981, San Bernardino County Superior Court, Judge David S. Cohn presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Orozco v. CashCall, Inc.*, Case No. 30-2017-00902026-CU-OE-CXC, Orange County Superior Court, Judge Glenda Sanders presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Barrios v. Providence Hospitality Partners, LLC*, Case No. 56-2016-00484750-CU-OT-VTA, Ventura County Superior Court, Judge Vincent J. O'Neill presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Rojas v. Shultz Steel Company*, Case No. BC635967, Los Angeles County Superior Court, Judge Kenneth R. Freeman presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Gooding v. Vita-Mix Corp., et al*, Case No. 2:16-cv-03898-ODW, U.S. District Court for the Central District of California, Judge Otis D. Wright presiding (granted final approval of settlement on behalf of blender demonstrators involving claims for independent contractor misclassification, unpaid wages, failure to provide meal and rest periods,

1 and other claims); *Salas v. AlSCO, Inc. dba Steiner Corporation, et al*, Case No. 34-2019-
2 00266950-CU-OE-GDS, Sacramento County Superior Court, Judge Christopher E. Kreuger
3 presiding (granted final approval of settlement on behalf of linen distribution employees involving
4 claims for failure to pay wages, meal and rest period violations, and other claims).

5 7. I have also moved to certify and have received an order certifying a class action
6 in multiple cases, including *Ontiveros v. Safelite Fulfillment, Inc.*, Case No. CV 15-7118-DMG
7 (RAOx), U.S. District Court, Central District of California, Honorable Dolly M. Gee presiding
8 (certifying six classes of employees for claims including rest period violations, wage statement
9 violations, meal period violations, and overtime and double-time violations); *Caudle, et al. v.*
10 *Sprint/United Management Company, et al.* Case No. C 17-06874-WHA, U.S. District Court,
11 Northern District of California, Honorable William H. Alsup presiding (certifying three classes
12 of employees for unlawful wage deduction violations, wage statement violations, and waiting
13 time violations); and *Perez, et al v. Sunbelt Rentals*, Case No. 37-2018-00026405-CU-OE-CTL,
14 San Diego County Superior Court, Hon. Eddie C. Sturgeon (certifying wage statement class).

15 8. In 2018, 2019, 2020, 2021, 2022, 2023, 2024, and 2025, Thomson Reuters
16 recognized me as a “Rising Star” in Southern California in the area of employment law in the
17 annual Super Lawyers magazine. This is an honor awarded to no more than two-and-a-half
18 percent (2.5%) of attorneys under the age of forty in Southern California each year. I was recently
19 selected as a “Super Lawyer” by the same magazine for the year 2026, again in the field of
20 employment litigation.

21 9. I have been intimately involved in every aspect of this case since Ms. Ventura first
22 retained my firm in May 2024. Based on my extensive experience litigating similar wage and
23 hour class actions, I believe the proposed Settlement is fair, reasonable and adequate for the
24 Settlement Class. A true and correct copy of the Settlement is attached hereto as **Exhibit 1**.
25 Attached as **Exhibits A and B** to the Settlement are the Notice Packet, comprised of the Class
26 Notice and Notice of Estimated Settlement Payment, respectively.

27 10. Braun Linen Service, Inc. (“Braun Linen”) is a leading commercial linen
28 manufacturer based in Southern California. It has two facilities, one in Paramount, California and

1 the other in Pomona, California. Ms. Ventura worked for Braun Linen as a non-exempt
2 Production worker for many years until October 2022; her employment formally ended in March
3 2025.

4 11. On September 9, 2024, Ms. Ventura, through my office, filed this Action against
5 Braun Linen, alleging claims for failure to pay wages, meal and rest period violations, waiting
6 time penalties, and unfair business practices.

7 12. On April 9, 2025, Ms. Gonzalez filed her related class action against Braun Linen,
8 alleging claims for failure to pay minimum wages and overtime wages, meal and rest period
9 violations, wage statement violations, and unfair competition. Ms. Gonzalez also submitted a
10 PAGA notice letter to the LWDA and to Braun Linen on April 9, 2025, based on the same
11 violations.

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

16 14. Plaintiffs allege that, until December 2024, Braun Linen failed to pay Plaintiffs
17 and other employees for all hours worked due to its prior time-rounding practice. Specifically,
18 Plaintiffs allege that Braun Linen would modify employees' time records to reflect their
19 scheduled hours rather than their actual clock-in times, which resulted in employees not being
20 paid for time spent prior to the beginning of their shifts and/or after the end of their shifts. Braun
21 Linen contends that it has always paid employees for all hours worked, that its policies prohibit
22 off-the-clock work, and that employees did not – and in fact could not – perform any work before
23 or after their scheduled shifts. Specifically, Braun Linen's employees work on heavy machinery,
24 and Braun Linen asserts that the machines are not turned on until the start of the shift, and
25 therefore employees are not able to perform any work before the start of the shift. Furthermore,
26 Braun Linen contends that the machines are turned off 5-7 minutes before the end of the shift,
27 which gives employees sufficient time to wind down their work and leave the work area by the
28 scheduled end of their shift. Braun Linen further argues that differences among employees' job

1 duties and working conditions, as well as issues with proving whether each employee worked
2 unpaid wages on each individual shift, would present a plethora of individualized issues that
3 would preclude class certification. Braun Linen also argues that, to the extent the alleged unpaid
4 wages were overtime wages, the overtime claims would be barred for many putative class
5 members because the relevant collective bargaining agreements satisfy the requirements of Labor
6 Code § 514, and therefore, the overtime statute (i.e., Labor Code § 510) would not apply to them.

7 15. Plaintiffs allege that until approximately December 2024, they and other
8 employees consistently had their meal periods cut short by a bell that rang at the 28-minute mark
9 of each meal period. Plaintiffs allege that this “warning bell” caused employees to cut short their
10 meal periods so that they were back at their work stations, ready to work, by the time the next bell
11 rang at the 30-minute mark. Thus, Plaintiffs allege, employees’ meal periods were essentially
12 truncated by two minutes on each shift. Plaintiffs further allege that at the Paramount location,
13 Braun Linen consistently provided meal periods late (i.e., commencing after the end of the fifth
14 hour of work) until Braun Linen modified its Paramount schedules in or about January 2025. For
15 its part, Braun Linen argues that it has always maintained lawful meal period policies, and that
16 employees are provided a full 30-minute meal period on each shift. The 28-minute bell was meant
17 as a convenient reminder to employees, Braun Linen asserts, to alert them that the meal period is
18 ending in two minutes, and so that they wouldn’t be caught off-guard when the bell rang at the
19 30-minute mark two minutes later; it was not meant to encourage employees to cut their meal
20 periods short. Braun Linen also asserts that it discontinued the bell system at its Pomona facility
21 in 2019. As for the late meal periods at Paramount, Braun Linen asserts that the meal period
22 scheduling was agreed upon by the union on behalf of the Paramount employees. Employee shifts
23 began at either 3:00 a.m. or 5:00 a.m. at Paramount, and employees preferred to defer their meal
24 periods until later in the morning when they were more likely to actually be hungry. In addition,
25 Braun Linen argues that differences among employees as to whether they believed they needed
26 to (or actually did) cut short their meal periods due to the bell system, and as to whether individual
27 employees actually preferred to take late meal periods, would create individualized issues that
28 would defeat class certification on this claim.

1 16. Plaintiffs allege that until approximately December 2024, Braun Linen failed to
2 authorize and permit 10-minute rest periods, as a result of a “warning bell” system similar to the
3 one it implemented regarding meal periods. Specifically, Braun Linen would sound a bell at the
4 8-minute mark of each rest period, and Plaintiffs allege this had the desired effect of causing
5 employees to cut short their rest periods by two minutes in order to be back at their work stations,
6 ready to work, by the time the next bell rang two minutes later, thereby causing employees’ rest
7 breaks to be consistently interrupted and cut short. In addition, Plaintiffs allege that until late
8 2024, Braun Linen would unlawfully schedule the rest periods at Paramount so that both rest
9 periods occurred prior to the meal period, rather than the “preferred schedule” of having one rest
10 period on either side of the meal period as described in *Brinker*. For its part, Braun Linen contends
11 that it has always maintained lawful rest periods policies and has consistently authorized and
12 permitted legally compliant 10-minute rest periods without interruption. The 8-minute bell, like
13 the 28-minute meal period bell, was implemented for employee convenience and was simply to
14 alert employees that the rest period was ending in two minutes so that they could plan the rest of
15 their rest period accordingly; it was not meant to induce employees to cut their rest periods short.
16 As for the Paramount rest period schedules, Braun Linen asserts that, like the meal period
17 schedules, the rest period schedules were bargained-for by the union representing Braun Linen
18 employees and was preferred by the employees themselves. Finally, Braun Linen argues that
19 differences among employees as to whether they actually believed they needed to (or actually
20 did) cut short their rest periods due to the bell system, and as to whether individual employees
21 actually preferred to take rest periods in the scheduled manner, would create individualized issues
22 that would preclude class certification.

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

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1 18. Braun Linen argues that Plaintiffs’ derivative claims fail for the same reasons their
2 underlying claims fail. Braun Linen further asserts it has strong, good-faith defenses to Plaintiffs’
3 underlying claims, precluding imposition of penalties. Braun Linen further contends that
4 employee wage statements always accurately reflect amounts *paid* to employees and therefore no
5 wage statement violations occurred. As for the PAGA claim, Braun Linen contends Plaintiffs’
6 PAGA claim fails because the underlying claims fail. Braun Linen further maintain that given its
7 good-faith defenses and honest attempts to comply with the law, and given the fact that it modified
8 its practices as to timekeeping, meal periods, and rest periods shortly after this lawsuit was filed,
9 the Court would substantially reduce PAGA civil penalties even if it were to find in Plaintiffs’
10 favor on the underlying claims.

11 19. The Parties in this case engaged in extensive informal discovery. In connection
12 with mediation, Braun Linen produced timekeeping and payroll records for all putative class
13 members; its employee handbook; a class list with each employee’s hire date, termination date,
14 and other data; applicable collective bargaining agreements; and other relevant information. My
15 office retained an expert data analyst to analyze and extrapolate the data produced by Braun
16 Linen. This discovery allowed the Parties to assess the merits and value of Plaintiffs’ claims and
17 Braun Linen’s defenses.

18 20. In addition, Braun Linen produced documentation evidencing its financial
19 condition, including tax returns, Profit & Loss Statements, Balance Sheets, and Statements of
20 Cash Flows for approximately 3 years prior to the mediation. My office hired a forensic
21 accountant to assist us in reviewing the financial documentation and to assess Braun Linen’s
22 ability to pay a class action settlement.

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

22. 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 estimated settlement administration costs:	\$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

23. The Settlement provides for Braun Linen to pay a non-reversionary Gross Settlement Amount ("GSA") of \$5,000,000. After deducting attorney fees, litigation costs, Plaintiffs' service awards, PAGA penalties to the LWDA, and administration costs, the Settlement provides for distribution of approximately \$2,915,000.00 to the Settlement Class. There are approximately 582 Settlement Class members. Thus, the average payment to Settlement Class members is estimated to be \$5,008.59.

24. The GSA will be funded in three equal installments and will be funded within 360 days of final approval. This payment plan is warranted by Braun Linen's financial condition, based on my office's analysis of its financials with the aid of our retained forensic accountant.

25. 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. Braun Linen presented multiple defenses to Plaintiffs' claims, both on the merits and to class certification, rendering success uncertain.

26. With respect to Plaintiffs' claims for failure to pay wages as a result of Bruan Linen's prior rounding practice, Plaintiffs' expert analyzed the time-punch data and compared it to employees' payroll records. Based on this analysis, Plaintiffs' expert calculated approximately 11,943 net hours of under-payment during the Class Period. The weighted average minimum wage in California during the relevant time period was approximately \$14.96. Calculating the unpaid wages as unpaid minimum wages¹ plus liquidated damages under Labor Code § 1194.2,

¹ Settlement Class members' average rate of pay during the Class Period was \$18.57. Calculating damages as unpaid minimum wages (along with liquidated damages under Section 1194.2) resulted in higher damages than calculating the unpaid wages as unpaid overtime.

1 Plaintiff estimated the unpaid wages as a result of rounding as: $11,943 \text{ hrs} * \$14.96 * 2 =$
2 $\$357,335$. However, Braun Linen presented several defenses to this claim, including its assertion
3 that employees could not and did not perform any work prior to or after their scheduled shifts;
4 and its assertion that differences among employees with respect to location, job duties, and
5 whether employees were actually working while they were on the clock pre- or post- shift, would
6 preclude class certification. In light of these defenses, Plaintiffs discounted this claim by 30% for
7 risk of class certification, and an additional 35% for risk of losing on the merits or failing to
8 recover the full amount sought, for a realistic exposure of $\$162,587$.

9 27. As for Plaintiffs' meal period claim, Plaintiffs' expert's analysis and extrapolation
10 of the timekeeping records revealed approximately 168,785 shifts of more than 5 hours up until
11 Braun Linen changes its meal period practices in December 2024. Our expert's analysis further
12 revealed that Settlement Class members' average rate of pay was approximately $\$18.57$. Thus,
13 Plaintiffs calculated Braun Linen's potential meal period exposure as: $168,785 * \$18.57 =$
14 $\$3,134,337$. However, and as noted above, Braun Linen asserted several affirmative defenses,
15 including that its meal period policies have always complied with California law; that the 28-
16 minute bells were not meant to – and did not – cause employees to cut their meal periods short,
17 but were rather a simple reminder/alert to employees that the meal period would be ending shortly;
18 that the meal period timing at Paramount was preferred by employees and was a bargained-for
19 term by the union; and potential issues with class certification given differences in locations,
20 supervisors, job duties, and other circumstances surrounding each shift worked by each individual
21 employee. In light of these defenses, Plaintiffs discounted this claim by 20% for risk of class
22 certification, and an additional 25% for risk of losing on the merits or failure to recover the full
23 amount sought, for a realistic exposure of $\$1,880,602$ on the meal period claim.

24 28. With respect to the rest period claim, Plaintiffs' expert's review of the timekeeping
25 data revealed approximately 171,541 shifts of 3.5 hours or more prior to Braun Linen's modifying
26 its rest period practices. Plaintiffs therefore calculated Braun Linen's potential rest period
27 exposure as: $171,541 * \$18.57 = \$3,185,516$. But as noted above, Braun Linen presented multiple
28 defenses to this claim, including its assertion that it has always maintained lawful rest period

1 policies and authorized and permitted rest periods in accordance with those policies; that the 8-
2 minute bells were not intended to cut rest periods short, but rather to alert employees that the rest
3 periods would be over soon; that employees at Paramount preferred to rest period schedule, which
4 was a bargained-for term by the union; and that differences in the job duties, supervisors,
5 locations, personal preferences, and other specific circumstances with respect to each individual
6 shift worked by each employee, would render class certification unlikely. In light of these
7 defenses, Plaintiff discounted this claim by 25% for risk of non-certification, and an additional
8 30% for risk of losing on the merits or failure to recover the full amount sought, to arrive at a
9 realistic exposure of \$1,672,396 on the rest period claim.

10 29. Based on the above Labor Code violations, Plaintiffs allege that Braun Linen failed
11 to issue accurate itemized wage statements pursuant to Labor Code § 226. Based on a review of
12 the payroll and other records produced by Braun Linen, our expert calculated approximately 311
13 unique employees, and 8,663 aggregate pay periods worked, from the beginning of the one-year
14 liability period applicable to Section 226 until the end of 2024, when Braun Linen modified its
15 labor practices. Using the \$50 “initial” and \$100 “subsequent” penalties prescribed Labor Code
16 § 226(e), Plaintiffs calculated Braun Linen’s potential exposure on this claim as: $(311 * \$50) +$
17 $(8,352 * \$100) = \$850,750$. However, and as explained above, Braun Linen presented multiple
18 defenses to this claim, including but not limited to: the defenses to Plaintiffs’ underlying claims;
19 the fact that wage statements always accurately reported what employees were *paid*, which Braun
20 Linen contends is the purpose of Section 226; and individualized issues entailed in analyzing each
21 wage statement for each pay period for each employee to determine whether a violation occurred.
22 In light of these defenses, Plaintiff discounted the claim by 20% for risk of non-certification, and
23 an additional 30% for risk of losing on the merits or failure to recover the full amount sought, for
24 a realistic exposure of \$476,420 on the wage statement claim.

25 30. Plaintiffs further allege that, as a result of the above violations, Braun Linen is
26 liable for waiting time penalties based on its failure to pay final wages to former employees. Based
27 on the data provided by Braun Linen, there are approximately 322 employees who separated their
28 employment with Braun Linen since September 9, 2021 (i.e., three years prior to the filing of the

1 Action). Using an average waiting time penalty of \$4,457 ($\$18.57 * 8 \text{ hrs} * 30 \text{ days}$), Plaintiffs
2 estimated a maximum waiting time penalty exposure of \$1,435,154 ($322 * \$4,457$). Braun Linen,
3 however, asserts it has strong, good-faith defenses to Plaintiffs' underlying claims, and any failure
4 to pay wages was therefore not "willful" as a matter of law. Moreover, because the waiting time
5 claim is derivative of Plaintiffs' underlying wage claims, Plaintiffs would need to overcome
6 Braun Linen's defenses, both as to class certification and on the merits, to their underlying claims
7 in order to recover waiting time penalties. Based on these defenses, Plaintiffs discounted the
8 maximum exposure by 25% for risk of non-certification and by an additional 35% for risk of
9 being unsuccessful on the merits or failing to recover the full amount sought, to arrive at a realistic
10 exposure of \$699,638.

11 31. Plaintiffs also allege that Braun Linen is liable for PAGA civil penalties as a result
12 of the above violations. Plaintiffs estimated a maximum PAGA exposure of \$866,300, based on
13 the \$100 "initial" violation rate under Lab. Code § 2699(f) for each of the 8,663 pay periods
14 mentioned above during the one-year statutory period before Braun Linen changed its practices.
15 However, these penalties largely derive from Plaintiffs' underlying claims, each of which Braun
16 Linen vigorously disputes (as described above). In addition, Braun Linen argues that the PAGA
17 grants trial courts discretion to reduce PAGA civil penalties (Lab. Code § 2699(e)(2)), and that
18 the Court would reduce penalties significantly given Braun Linen's defenses and its good-faith
19 efforts to comply with the law, which is particularly evidenced by its changing of its labor
20 practices after receiving Plaintiffs' lawsuit. Thus, Plaintiffs discounted the maximum figure by
21 20% for risk of losing on the merits and/or not recovering a PAGA penalty for every pay period,
22 and by an additional 35% for risk of the Court reducing penalties, to arrive at an estimated
23 exposure of \$450,476.

24 32. Using these estimated figures, Plaintiffs estimated the realistic total classwide
25 recovery on their claims would be approximately \$5,342,119 if they had proceeded through class
26 certification and trial on the merits. The proposed settlement of \$5,000,000 therefore represents
27 over 93% of Plaintiffs' reasonably forecasted recovery.

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1 33. At final approval, Plaintiffs' counsel will request attorneys' fees of up to 35% of
2 the GSA (currently estimated at \$1,750,000), and up to \$40,000 in litigation costs. My office has
3 incurred substantial attorneys' fees in, among other things, conducting pre-filing investigation
4 and legal research; preparing and filing the initial pleadings; preparing for and attending the
5 mediation session; negotiating and preparing the Settlement; preparing this Motion; and otherwise
6 prosecuting this case. I anticipate that my office, along with our co-counsel, will incur significant
7 future attorneys' fees in overseeing the Notice process, fielding phone calls from Settlement Class
8 members, preparing the Final Approval Motion and supporting documents, and appearing at the
9 Final Approval Hearing. In addition, based on my experience in similar wage and hour class and
10 PAGA actions in California courts, fee awards in matters such as this one generally equal about
11 one-third of the gross recovery.

12 34. Plaintiffs will each request an incentive payment of \$10,000 at final approval. As
13 will be fully briefed at final approval, Plaintiffs' requested incentive payments are in recognition
14 of the time and effort they expended on behalf of the Settlement Class, including providing factual
15 information and documents to my office and my co-counsel, identifying potential witnesses,
16 attending multiple telephonic meetings with counsel to discuss the claims and theories at issue in
17 the litigation, reviewing the settlement agreement and other documents related to this case, and
18 otherwise actively participating in the litigation.

19 35. Although the parties engaged in significant informal discovery, they had not
20 completed formal written and deposition discovery, which would have required expenditure of
21 substantial time and resources. Plaintiffs also still had to file for class certification. Even if
22 Plaintiffs obtained certification, the parties would incur considerable attorneys' fees and costs
23 through a possible decertification motion, motions for summary judgment, trial, and potential
24 appeals. The proposed settlement avoids these risks, expense, and delays, and is therefore a
25 favorable outcome for the Settlement Class.

26 36. In this case, my firm entered into a Joint Prosecution Agreement ("JPA") with our
27 co-counsel at Lidman Law, APC and Haines Law Group, APC. Under the JPA, my firm will
28 receive 60% of any attorney fees recovered in this matter, and Lidman Law/Haines Law Group

1 will receive 40%. Both Plaintiffs agreed to this fee-split in writing, as evidenced by their
2 respective signatures to the “Client Consent Pursuant to California Rules of Professional Conduct
3 1.5.1,” true and correct copies of which are attached hereto as **Exhibit 2**.

4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct. Executed on September 26, 2025 at Beverly Hills, California.

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EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Settlement”) is reached by and between Plaintiffs Maria Ventura and Claudia Gonzalez (“Plaintiffs”), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendant Braun Linen Service, Inc. (“Braun Linen” or “Defendant”) on the other hand. Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by F. Shawn Azizollahi, Tuvia Korobkin, and Nancy Goodes of Marquee Law Group APC; Scott M. Lidman of Lidman Law, PC; and Paul K. Haines of Haines Law Group, APC (collectively, “Class Counsel”). Defendant is represented by Tiffany Brosnan and Erin Leach of Snell & Wilmer L.L.P. (“Defense Counsel”).

Plaintiffs filed two class and representative actions against Defendant, as follows:

- *Maria Ventura v. Braun Linen Service, Inc.*, Los Angeles County Superior Court Case No. 24STCV23275
- *Claudia Gonzalez v. Braun Linen Service, Inc.*, Los Angeles County Superior Court Case No. 25STCV10755

These actions will be collectively referred to as the “Actions” or the “Litigation.” The Actions were deemed related by the Los Angeles Superior Court (the “Court”) on June 10, 2025. As part of this Settlement Agreement, the Parties have agreed to stipulate to consolidate the Actions, and the Parties agree that they will submit such stipulation either concurrently with or prior to the filing of the Motion for Preliminary Approval.

The Actions collectively allege class and representative claims against Defendant for: (i) minimum wage violations; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to timely pay wages (including final wages); (vi) failure to issue accurate itemized wage statements; (vii) unfair competition; and (viii) civil penalties under the Labor Code Private Attorneys General Act (“PAGA”), Labor Code § 2698 *et seq.*

Given the uncertainty of litigation, the Parties wish to settle Plaintiffs’ claims on a classwide and representative basis. Accordingly, Plaintiffs and Defendant agree as follows:

1. **Settlement Class.** For purposes of this Settlement only, Plaintiffs and Defendant stipulate to the certification of a “Settlement Class,” which shall be defined as:

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 of the Settlement (the “Class Release Period”).

Defendant represents that there were approximately 582 Settlement Class members as of March 17, 2025. The Parties agree that certification for purpose of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure in a non-settlement context. If for any reason this Settlement is not approved or is terminated, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement.

2. **PAGA Group.** For purposes of this Settlement only, Plaintiffs and Defendant stipulate to a sub-set of the Settlement Class called the “PAGA Group,” which shall be defined as:

All individuals who worked for Braun Linen in California in a non-exempt position at any time from April 9, 2024 through the earlier of (i) September 6, 2025 or (ii) the date that the Court enters preliminary approval of the Settlement (the “PAGA Release Period”).

3. **Release by Settlement Class.** Upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount and employer-side payroll taxes being fully funded by Defendant, Plaintiffs and every Settlement Class member who does not opt out of the class portion of the Settlement (“Participating Class Members”) will release and discharge Defendant and each of its former, present and future owners, parents, and subsidiaries, and all of their current, former and future spouse(s), children, officers, directors, investors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, advisors, joint venturers, management companies, trustees, heirs, executors, and legal representatives (the “Released Parties”) from any and all causes of action, claims, rights, damages, and penalties under California law that were alleged in the operative Complaints in the Actions or that could have been alleged based on the facts alleged in the operative Complaints in the Actions, including but not limited to: (a) any alleged failure by Defendant (1) to pay at least the minimum wage for all hours worked, (2) to pay overtime wages, (3) to provide meal periods or pay meal period premium wages, (4) to authorize and permit rest periods or pay rest period premium wages, (5) to issue compliant wage statements, or (6) to timely pay wages during and at the end of employment; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(6) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(6) above, including, without limitation, violation of California Labor Code sections 201-204, 210, 226, 226.7, 510, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198, or any other applicable state statute, rule and/or regulation (Wage Order), arising from their employment with Defendant during the Class Release Period (“California Released Claims”).
4. **PAGA Release.** In addition, upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount and employer-side payroll taxes being fully funded by Defendant, all members of the PAGA Group (whether or not they opt out of the Settlement) shall release any right or claim for civil penalties or other relief pursuant to the PAGA arising under the California Labor Code or Wage Orders based on the allegations set forth in the PAGA notice letters submitted by Plaintiffs to the LWDA, including but not limited to civil penalties and other PAGA relief based on the alleged violations set forth in (a)(1) through (a)(6) in the immediately preceding paragraph, arising from their employment with Defendant during the PAGA Release Period (“PAGA Released Claims”). Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), all PAGA Group members shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement.
5. **Release by Plaintiffs.** Upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount and employer-side payroll taxes being fully funded by Defendant, and in exchange for their Class Representative Service Payments, Plaintiffs, as

the named Class Representatives, agree to further release the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action, of any form whatsoever, arising from their employment with Defendant, including, but not limited to, those arising under federal, state or local laws, rules, or regulations, arising at any time prior to the date that Plaintiffs sign this Agreement (“Plaintiffs’ Released Claims”). This release expressly excludes any claims that Plaintiffs may have related to Workers Compensation, any claims for unemployment insurance, or any other claims which cannot be released by law. As to the Plaintiffs’ Released Claims only, Plaintiffs expressly waive all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

6. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a “Gross Settlement Amount” or “GSA” of Five Million Dollars and Zero Cents (\$5,000,000.00) in full and complete settlement of the Litigation, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators (“Phoenix”) as the “Settlement Administrator” to administer this Settlement.
- B. Defendant shall deposit the Gross Settlement Amount in three equal installments on the following schedule:
 - (1) First Payment: Defendant shall deposit one-third of the GSA no later than 30 days after the date on which the Court grants Final Approval of the Settlement.
 - (2) Second Payment: Defendant shall deposit one-third of the GSA within 180 days of the First Payment’s due date.
 - (3) Third Payment: Defendant shall deposit the final one-third of the GSA within 180 days of the Second Payment’s due date.

All payments by Defendant shall be deposited with the Settlement Administrator and will be held in escrow by the Settlement Administrator pending disbursement. If any of the payment deadlines herein falls on a Saturday, Sunday, or bank holiday, the payment shall be due on the next date that is not a Saturday, Sunday, or bank holiday. Nothing in this paragraph shall preclude Defendant from funding all or a portion of the GSA in advance of the deadlines outlined herein if Defendant chooses to do so.

- C. This is a non-reversionary settlement. The Gross Settlement Amount includes funding for:
 - i. All payments to the Settlement Class;
 - ii. All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than \$15,000.00;
 - iii. Up to \$10,000.00 for each Plaintiff as Class Representative Service Payments, in recognition of Plaintiffs’ contributions to the Litigation and to the Settlement Class;
 - iv. Class Counsel attorney fees of up to 35% of the GSA (currently estimated to be \$1,750,000.00), plus litigation costs and expenses incurred by Class Counsel

in relation to the Actions as supported by declaration, which are currently estimated to be no greater than \$40,000.00;

- v. The Parties have set aside \$400,000.00 of the GSA as PAGA civil penalties. Pursuant to the PAGA, 65% of such penalties, or \$260,000.00, will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining 35%, or \$140,000.00, will be payable to members of the PAGA Group as the “PAGA Amount” as discussed below.
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- D. The employer’s share of payroll taxes on any wage portion of the payments to be made under this Settlement shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount. Defendant’s share of payroll taxes shall be deposited by Defendant with the Settlement Administrator at the same time Defendant deposits the Third Payment toward the GSA pursuant to paragraph 3.B. above.
 - E. **Escalator Clause.** Defendant represents that Settlement Class members worked approximately 45,234 workweeks from the beginning of the Class Release Period through June 6, 2025. This is a material representation for Plaintiffs to enter this Agreement. If the actual number of workweeks worked by Settlement Class members during the Class Release Period exceeds this number by more than 10% (i.e., if Settlement Class members worked 49,758 or more workweeks during the Class Release Period), then Defendant will have the option to either: (i) increase the Gross Settlement Amount by the increase in workweeks over 10% (e.g., if the number of workweeks worked during the Class Release Period is 11% greater than 45,234, the Gross Settlement Amount will increase by 1%); **or** (ii) truncate the end of the Class Release Period and PAGA Release Period on the date prior to the date on which the number of workweeks exceeded 10% greater than 45,234, such that the number of workweeks does not exceed 10% greater than 45,234 and this escalator provision will no longer be triggered. If Defendant elects to truncate the end of the Class Release Period and PAGA Release Period under this provision, then the Class Release Period and PAGA Release Period will end on that date and the notice to the Settlement Class will include the revised end date.
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7. **Effective Date.** The “Effective Date” of the settlement agreement shall be the day after both of the following have occurred: (i) final approval of the settlement is granted by the Court and Judgment is entered thereon, and (ii) Judgment approving the settlement becomes Final. “Final” shall mean, as applicable: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed without material modification pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.
 8. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim to receive a payment from the Settlement (“Settlement Award”). Each Settlement Award shall be comprised of the Settlement Class member’s (i) payment from the Net Settlement Amount and (ii) payment, if any, from the PAGA Amount, as described in detail below.

- A. The Settlement Administrator will deduct from the Gross Settlement Amount the Court-approved amounts for Class Counsel's attorneys' fees and litigation costs, Plaintiffs' Class Representative Service Payments, the Settlement Administrator's administration costs, and PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount" or "NSA."
- B. Payments from the Net Settlement Amount: The NSA will be distributed to all Participating Class Members based on each Participating Class Member's proportionate number of workweeks worked for Defendant as a non-exempt employee in California during the Class Release Period ("Workweeks"). The Settlement Administrator will calculate each Participating Class Member's payment from the NSA by multiplying the NSA by a fraction, the numerator of which is the Participating Class Member's number of Workweeks, and the denominator of which is the total Workweeks of all Participating Class Members.
- C. Payments from the PAGA Amount: In addition to the NSA, 35% of the amount set aside as PAGA civil penalties (i.e., \$140,000.00) has been set aside as the "PAGA Amount," as mentioned above. The PAGA Amount shall be paid to all PAGA Group members, regardless whether they opt out of the class portion of the Settlement, based on the proportional number of pay periods each PAGA Group member was employed by Defendant in California during the PAGA Release Period ("PAGA Pay Periods"). Specifically, each PAGA Group member's payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Group member's number of PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods of all PAGA Group members.
- D. Within five (5) business days following Defendant's deposit of the Gross Settlement Amount and the employer's share of payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Awards, and provide the same to Class Counsel and Defense Counsel for review and approval redacting out employee names. Within three (3) business days after receiving approval from counsel of its calculations, the Settlement Administrator shall prepare and mail Settlement Awards, less applicable taxes and withholdings, to Settlement Class members, as well as the Class Representative Service Payments to Plaintiffs, the PAGA payment to the LWDA, and Class Counsel's attorneys' fees and costs to Class Counsel. The Settlement Administrator shall simultaneously pay all applicable withholdings to the applicable authorities with the necessary reports, submitting copies to Defense Counsel.
- E. For purposes of calculating applicable taxes and withholdings for payments, each Settlement Award shall be allocated as follows: for amounts paid from the PAGA Amount, 100% penalties; for amounts paid from the Net Settlement Amount, 20% wages, and 80% as penalties and interest. The Settlement Administrator will be responsible for issuing to Settlement Class members an IRS Form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated as penalties and interest. As stated above, Defendant is responsible for the employer's share of the payroll taxes on the wage portion of the Settlement Awards, and these taxes will not be deducted from the Gross Settlement Amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement are to be treated as earnings, wages, pay, or compensation for

any purpose of any applicable bonus, benefit, or retirement plan, unless required by such plans.

- F. Each Settlement Class member who is mailed a Settlement Award must cash his/her Settlement Award check within 180 days from the date the Settlement Administrator mails it. Any funds payable to a Settlement Class member whose check is not cashed within 180 days after mailing will be deposited by the Settlement Administrator with the California Unclaimed Property Fund, in the name of the Settlement Class member whose check is not cashed.
 - G. Neither Plaintiffs nor Defendant, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
9. **Attorneys' Fees and Costs.** Class Counsel will request a total award of attorneys' fees of up to 35% of the Gross Settlement Amount (currently estimated at \$1,750,000.00), plus actual costs and expenses as supported by declaration in an amount not to exceed \$40,000.00. These amounts will cover any and all work performed and any and all costs incurred in connection with this Litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised and any appeals necessitated by those objections. As noted above, the Settlement Administrator will mail Class Counsel the attorneys' fees and cost award when it mails the Settlement Awards to Settlement Class members. The Settlement Administrator will issue Class Counsel IRS Forms 1009 when the Settlement Administrator pays the fee and cost award allowed by the Court.
 10. **Class Representative Service Payments.** Plaintiffs will request, and Defendant will not oppose, a Class Representative Service Payment of \$10,000.00 for each Plaintiff (i.e., \$20,000 total) from the Gross Settlement Amount for Plaintiffs' time and risks undertaken in prosecuting the Action, their service to the Settlement Class, and their general release of claims. These awards will be in addition to Plaintiffs' respective Settlement Awards as Settlement Class members and shall be reported on IRS Forms 1099 by the Settlement Administrator. The Settlement Administrator will mail Plaintiffs their Class Representative Service Payments, and issue Plaintiffs IRS Forms 1099, at the same time that it mails the Settlement Awards to Settlement Class members.
 11. **Settlement Administrator.** The Parties will request the appointment of Phoenix as Settlement Administrator. Defendant will not object to Plaintiffs' seeking permission to pay up to \$15,000.00 from the Gross Settlement Amount for the Settlement Administrator's services. The Settlement Administrator shall be responsible for administering the Settlement. Among other things, the Settlement Administrator will be responsible for sending notices to Settlement Class members, calculating Settlement Awards and preparing all checks and mailings, posting the Judgment to its website, and other duties as described in this Settlement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Settlement Awards have been mailed to Settlement Class members.

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12. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:
 - A. Conditionally certifying the Settlement Class for purposes of this Settlement;
 - B. Appointing F. Shawn Azizollahi, Tuvia Korobkin, and Nancy Goodes of Marquee Law Group, APC; Scott M. Lidman of Lidman Law APC; and Paul K. Haines of Haines Law Group, APC as Class Counsel;
 - C. Appointing Plaintiffs as Class Representatives for the Settlement Class;
 - D. Approving Phoenix as Settlement Administrator;
 - E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
 - F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Estimated Settlement Award, attached hereto as Exhibits A and B, respectively), in English and Spanish, and directing the mailing of same; and
 - G. Scheduling a Final Approval hearing.
13. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:
 - A. Within ten (10) Court days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the name, last known address, last known phone number, and social security number; and the number of Workweeks worked for Defendant in California in a non-exempt position during the Class Release Period and number of PAGA Pay Periods worked for Defendant in California in a non-exempt position during the PAGA Release Period, for each Settlement Class member (the “Class Data”). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
 - B. Within ten (10) Court days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member, and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to Settlement Class members; and (v) after receiving approval from all counsel, mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
 - C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the class portion of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator on or before sixty (60) calendar days after the date of the initial mailing of the Notice Packets (the “Response Deadline”). The Request for Exclusion is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member’s name, address,

telephone number, and last four digits of his/her Social Security number; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who excludes himself or herself from the Settlement Class will not be entitled to any recovery under this Settlement (except for any share from the PAGA Amount, if applicable), will not be bound by the terms of the Settlement (except for release of the PAGA Released Claims, if applicable), and will not have any right to object, appeal, or comment thereon. The Settlement Administrator will provide the Parties with weekly updates regarding the number of Requests for Exclusion received. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to request exclusion from the Settlement.

- D. Objections. Settlement Class members who do not request exclusion may object to the Settlement by: (i) mailing a written objection to the Settlement Administrator as explained in the Class Notice, and/or (ii) appearing at the Final Approval hearing and making an oral objection. The Settlement Administrator shall, within two (2) business days of receipt, serve any written objection(s) as received on Class Counsel and Defense Counsel, and Class Counsel shall then file all such objections with the Court. Defense Counsel and Class Counsel shall file and serve any responses to written objections no later than five (5) calendar days prior to the Final Approval hearing. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name, current address, telephone number, and e-mail address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than the Response Deadline. A Settlement Class member who wishes to object in writing but who fails to comply with the procedures set forth herein and/or in the Class Notice shall be deemed not to have objected in writing. However, any Settlement Class member who has not requested exclusion may appear at the Final Approval hearing and make an oral objection. Any attorney who intends to represent an objecting Settlement Class member at the Final Approval hearing must submit a Notice of Appearance to the Court and serve it on all Parties on or before the Response Deadline. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to object to the Settlement.
- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to Settlement Class members shall contain a Notice of Estimated Settlement Award, in which shall be disclosed the amount of the Settlement Class Member's estimated Settlement Award as well as the information that was gleaned from Defendant's records in order to calculate the Settlement Award, including their number of Workweeks they worked for Defendant in California in a non-exempt position during the Class Release Period and their number of PAGA Pay Periods (if any)

worked for Defendant in California in a non-exempt position during the PAGA Release Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in their Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be in writing, be mailed to the Settlement Administrator, and be postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with counsel for the Parties to determine whether an adjustment to the Settlement Class member's Settlement Award is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Award under the terms of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

- F. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall re-send the Notice Packet to the Settlement Class member within two (2) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion, Objection, or dispute, as applicable. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the Settlement.
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14. **Right to Rescind.** If 10% or more of the Settlement Class members validly exclude themselves from the Settlement, Defendant will have the right, at its election, to rescind the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendant must exercise this right in writing within 10 calendar days after the Settlement Administrator notifies the Parties of the total valid Requests for Exclusion received, which the Settlement Administrator will do within 7 calendar days after the deadline for submission of a Request for Exclusion. If Defendant elects to rescind, it will be responsible for all settlement administrator costs incurred until the date such election is made, not to exceed the amount approved by the Court in the Preliminary Approval Order. If Defendant exercises this option, the Parties shall return to their respective positions that existed before the execution of this Agreement, and no term of this Agreement or any draft thereof, or the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect or be admissible as evidence for any purpose in the Litigation, or in any other proceeding.

15. **Final Approval.** Following preliminary approval and the close of the period for submitting Requests for Exclusion, Objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:
 - A. Granting final approval of the Settlement and adjudging its terms to be fair, reasonable, and adequate;
 - B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees, costs, Class Representative Service Payments, PAGA civil penalties to the LWDA, and settlement administration costs; and
 - C. Entering judgment pursuant to California Rule of Court 3.769.
16. **Non-Admission of Liability.** Defendant denies liability as to the matters alleged in the Litigation. Nothing in this Settlement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement. If Final Approval does not occur, the Parties agree that this Settlement is void, but remains protected by California Evidence Code § 1152.
17. **Confidentiality.** Plaintiffs and Class Counsel agree that, prior to filing a Motion for Preliminary Approval, they will not disclose or publicize the Settlement contemplated herein, the fact of the Settlement, its terms or contents, or the negotiations underlying the Settlement, in any manner or form, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement as set forth herein, and except to Plaintiffs' respective spouses or to Plaintiffs' respective attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiffs.
18. **No Publicity.** Plaintiffs and Class Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about this case and/or the fact, amount or terms of the Settlement. In addition, Plaintiffs and Class Counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement, including but not limited to any postings on any websites maintained by Class Counsel; provided, however, that Class Counsel may state that it has settled a class action claim against a company and state the amount of the Settlement so long as neither Defendant, nor the Plaintiffs are identified. In addition, Plaintiffs' counsel may list the case name, number, and a brief description of the claims in their declarations in support of qualifications as class counsel in future filings. Nothing in this paragraph shall preclude Plaintiffs or Class Counsel from making any necessary disclosures to the Court, the LWDA, or to Settlement Class members as necessary to implement, administer, and obtain approval of the Settlement.
19. **Continuing Jurisdiction.** Except as otherwise specifically provided for herein, the Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise all notices, the administration of the Settlement, and to hear and adjudicate any dispute arising from or related to the Settlement. The Parties agree that the Court has jurisdiction over the Settlement pursuant to California Code of Civil Procedure, Section 664.6 and Cal. Rule of Court 3.769.

20. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement will not constitute a waiver of any other provision.
21. **Enforcement Action.** In the event any Party brings an action to enforce the terms of this Settlement, the prevailing party in such action shall be entitled to recover his/her/its reasonable attorneys' fees and costs incurred.
22. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement shall be in writing and delivered by receipted delivery and/or by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Tiffany Brosnan, Snell & Wilmer LLP, 600 Anton Blvd., Suite 1400,
Costa Mesa, CA 92626; tbrosnan@swlaw.com

if to Plaintiffs: Tuvia Korobkin, Marquee Law Group APC, 9100 Wilshire Blvd., Suite
445 East, Beverly Hills, CA 90212; tuviah@marqueelaw.com

Scott M. Lidman, Lidman Law APC, 2155 Campus Drive, Suite 150, El
Segundo, CA 90245; slidman@lidmanlaw.com
23. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.
24. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.
25. **Entire Agreement.** This Settlement contains the entire agreement among the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.
26. **Counterparts.** This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
27. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

AGREED TO AND APPROVED BY:

DATED: _____
7/8/2025

BRAUN LINEN SERVICE, INC.

By: _____
Scott Cornwell, President

DocuSigned by:
Scott Cornwell
5E93C8BF979F423...

DATED: _____

MARIA VENTURA

Plaintiff and Class Representative

DATED: 07/05/2025

CLAUDIA GONZALEZ

Claudia Gonzalez

Plaintiff and Class Representative

APPROVED AS TO FORM:

MARQUEE LAW GROUP APC

DATED: _____

By: _____

Tuvia Korobkin
Attorneys for Plaintiffs

LIDMAN LAW, APC

DATED: July 7, 2025

By:  _____

Scott M. Lidman
Attorneys for Plaintiffs

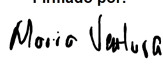
HAINES LAW GROUP, APC

DATED: July 7, 2025

By:  _____

Paul K. Haines
Attorneys for Plaintiffs

DATED: 7/9/2025

MARIA VENTURA
Firmado por:

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Plaintiff and Class Representative

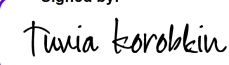
DATED:

CLAUDIA GONZALEZ

Plaintiff and Class Representative

APPROVED AS TO FORM:

DATED: 7/9/2025

By: MARQUEE LAW GROUP APC
Signed by:

A536AA1D0ED241F...
Tuvia Korobkin
Attorneys for Plaintiffs

DATED:

By: LIDMAN LAW, APC

Scott M. Lidman
Attorneys for Plaintiffs

DATED:

By: HAINES LAW GROUP, APC

Paul K. Haines
Attorneys for Plaintiffs

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MARIA VENTURA and CLAUDIA GONZALEZ,

Plaintiffs,

vs.

BRAUN LINEN SERVICE, INC.,

Defendant.

Case Nos. 24STCV23275
25STCV10755

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED
SETTLEMENT**

To: All individuals who worked for Braun Linen Service, Inc. (“Braun”) in a non-exempt position in California at any time from September 9, 2020 through <<END OF CLASS PERIOD>> (“Class Release Period”).

**PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.**

Why should you read this Notice?

The Los Angeles Superior Court (“Court”) has granted preliminary approval of a proposed class action settlement (the “Settlement”) that resolves two class and representative actions pending against Braun: *Maria Ventura v. Braun Linen Service, Inc.*, Case No. 24STCV23275; and *Claudia Gonzalez v. Braun Linen Service, Inc.*, Case No. 25STCV10755. The two cases were deemed related by the Court on June 10, 2025 and the Parties have agreed to stipulate to consolidate the two cases. These two actions will be referred to collectively as the “Litigation.”

Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

Braun’s records show that you were employed by Braun as a non-exempt employee in California at some point between September 9, 2020 and <<END OF CLASS PERIOD>>. You are therefore a member of the proposed “Settlement Class.” The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Litigation, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator’s website, <<ADMIN WEBSITE>>.

What is this case about?

Plaintiffs Maria Ventura and Claudia Gonzalez (“Plaintiffs”) have filed lawsuits alleging that Braun violated California law. Specifically, Plaintiffs allege that Braun: (i) failed to pay at least the minimum wage for all hours worked; (ii) failed to pay overtime wages; (iii) failed to provide meal periods; (iv) failed to authorize and permit rest periods; (v) failed to issue accurate itemized wage statements; (vi) failed to pay all wages at termination; and, as a result of the above, (vii) engaged

Questions? Call (XXX) XXX-XXXX

in unlawful business practices. In addition, Plaintiffs seek recovery of derivative civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”).

Plaintiffs’ attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Braun denies that it has done anything wrong and believes it has acted in compliance with all applicable laws and that Plaintiffs’ claims have no merit. Braun also denies that it owes any wages, restitution, penalties, or other damages. By agreeing to settle, Braun does not admit liability on any of the factual allegations or claims asserted in the Litigation or that the Litigation can or should proceed as a class action in a non-settlement context.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Braun has concluded that it is in its best interests to settle the Litigation on the terms summarized in this Notice. After Braun provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the parties.

Plaintiffs and Class Counsel also support the Settlement. Among the reasons for support are the defenses to liability potentially available to Braun, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you still work for Braun, your decision about whether to participate in the Settlement will not affect your employment status. California law and Braun’s company policy strictly prohibit unlawful retaliation. Braun will not take any adverse action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member’s decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiffs / the Settlement Class:	Attorneys for Braun:
MARQUEE LAW GROUP, APC F. Shawn Azizollahi shawn@marqueelaw.com Tuvia Korobkin tuvia@marqueelaw.com Nancy Goodes nancy@marqueelaw.com 9100 Wilshire Blvd., Suite 445 East Beverly Hills, California 90212 Tel: (310) 275-1844 www.marqueelaw.com LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 www.lidmanlaw.com HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 www.haineslawgroup.com	SNELL & WILMER LLP Tiffany Brosnan tbrosnan@swlaw.com Erin D. Leach eleach@swlaw.com 600 Anton Blvd., Suite 1400 Costa Mesa, California 92626 Tel.: (714) 427-7000 www.swlaw.com

What are the terms of the Settlement?

Braun has agreed to pay \$5,000,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Litigation, including claims by Settlement Class members, attorneys’ fees, costs, settlement administration costs, PAGA civil penalties, and the Class Representative Service Payments.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$15,000 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Costs. Class Counsel will ask for fees of up to 35% of the Gross Settlement Amount, currently estimated to be \$1,750,000, as reasonable compensation for the work Class Counsel performed, and will continue to perform, in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$40,000 for reimbursement of verified costs Class Counsel incurred in connection with the Lawsuit.

Class Representative Service Payments. Class Counsel will ask the Court to approve an award of \$10,000 to each of the Plaintiffs (for a total of \$20,000), also known as the “Class Representatives.” These awards are to compensate the Class Representatives for their service and extra work provided on behalf of the Settlement Class.

PAGA Civil Penalties. The parties have agreed to allocate \$400,000 of the Gross Settlement Amount as alleged civil penalties for the settlement of Plaintiffs’ PAGA claim. Pursuant to the requirements of the PAGA, sixty-five percent (65%) of that amount, or \$260,000, will be paid to the California Labor & Workforce Development Agency (“LWDA”). The remaining \$140,000 has been designated as the “PAGA Amount” and will be paid to certain Settlement Class members, known as PAGA Group members, as described below.

Calculation of Settlement Class Members’ Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated to be approximately \$2,775,000. Together with the \$140,000 PAGA Amount, the total amount to be distributed to Settlement Class members is estimated to be \$2,915,000. Payments to Settlement Class members, known as “Settlement Awards,” will be calculated as follows:

NSA Payment: All Participating Class Members (i.e., all Settlement Class members who do not opt out of the Settlement) will receive a payment from the NSA. The NSA will be distributed to all Participating Class Members based on each Participating Class Member’s proportionate number of workweeks worked for Braun as a non-exempt employee in California during the Class Release Period.

PAGA Amount Payment: In addition to the NSA, \$140,000 of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above, and will be allocated to all Settlement Class members (whether or not they opt out) who worked for Braun as a non-exempt employee in California at any time from April 9, 2024 to <<END OF CLASS PERIOD>> (the “PAGA Release Period”). This sub-group of Settlement Class members is known as the “PAGA Group.” All members in the PAGA Group will receive a payment from the PAGA Amount in proportion to the number of pay periods that they worked for Braun as a non-exempt employee in California during the PAGA Release Period.

Deposit of Gross Settlement Amount and Distribution of Payments. The Gross Settlement Amount will be funded by Braun in three installments: (i) one-third of the Gross Settlement Amount will be deposited within 30 days of final approval; (ii) one-third of the Gross Settlement Amount will be deposited within 180 days after the first payment; and (iii) the last one-third of the Gross Settlement Amount will be deposited within 180 days of the second payment. Settlement Awards will be mailed approximately 8 business days after the Gross Settlement Amount is fully funded.

Allocation and Taxes. For tax purposes, Settlement Awards shall be treated as follows: for payments from the PAGA Amount, 100% penalties; for payments from the NSA, 20% wages (with withholdings taken), and 80% penalties and interest. The Settlement Administrator will issue IRS forms W-2 for all amounts designated as “wages,” and will issue IRS forms 1099 for all amounts designated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, Braun and its counsel, and Plaintiffs and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Upon the Effective Date (as defined in the Settlement) occurring and the Settlement being fully funded, Plaintiffs and every Participating Class Member will release and discharge Braun and each of its former, present and future owners, parents, and subsidiaries, and all of their current, former and future spouse(s), children, officers, directors, investors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, advisors, joint venturers, management companies, trustees, heirs, executors, and legal representatives (the “Released Parties”) from any and all causes of action, claims, rights, damages, and penalties under California law that were alleged in the operative Complaints in the Litigation or that could have been alleged based on the facts alleged in the operative Complaints in the Litigation, including but not limited to: (a) any alleged failure by Defendant (1) to pay at least the minimum wage for all hours worked, (2) to pay overtime wages, (3) to provide meal periods or pay meal period premium wages, (4) to authorize and permit rest periods or pay rest period premium wages, (5) to issue compliant wage statements, or (6) to timely pay wages during or at the end of employment; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, et seq., based on the alleged failures set forth in (a)(1) through (a)(6) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(6) above, including, without limitation, violation of California Labor Code sections 201-204, 210, 226, 226.7, 510, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198, or any other applicable state statute, rule and/or regulation (Wage Order), arising from their employment with Defendant during the Class Release Period (“California Released Claims”).

In addition, upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded, all members of the PAGA Group (whether or not they opt out of the Settlement) shall release any right or claim for civil penalties or other relief pursuant to the PAGA arising under the California Labor Code or Wage Orders based on the allegations set forth in the PAGA notice letters submitted by Plaintiffs to the LWDA, including but not limited to civil penalties and other PAGA relief based on the alleged violations set forth in (a)(1) through (a)(6) in the immediately preceding paragraph, arising from their employment with Defendant during the PAGA Release Period (“PAGA Released Claims”). Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), all PAGA Group members shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement.

Conditional Settlement. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the number of workweeks you worked for Braun in a non-exempt position in California during the Class Release Period and the number of pay periods you worked for Braun in a non-exempt position in California during the PAGA Release Period. You also will be bound by the Settlement, including the release of claims stated herein.

Check Cashing Deadline and Uncashed Checks. You must cash or deposit your Settlement Award check within 180 days from the date that the Settlement Administrator mails the check to you. If you do not cash or deposit your check within 180 days, your check will be voided and the funds from the check will escheat to the State of California Unclaimed Property Fund in your name.

How much money will I receive from the Settlement?

Based on Braun's records, your total Settlement Award is estimated to be <<XXXXXX>>, which includes <<XXXXXX>> from the Net Settlement Amount and <<XXXXXX>> from the PAGA Amount. The enclosed "Notice of Estimated Settlement Award" contains the data from Braun's records that was relied upon in calculating your estimated payment.

What other options do I have?

Disputing Information in Notice of Estimated Settlement Award. Your estimated Settlement Award has been calculated as noted above. Your estimated Settlement Award is based on the number of workweeks you worked for Braun in a non-exempt position in California during the Class Release Period and the number of pay periods you worked for Braun in a non-exempt position in California during the PAGA Release Period. The information contained in Braun's records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Award.

If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the class portion of the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or postcard, postmarked no later than <<RESPONSE DEADLINE>>, with your full name (as well as any former names you used while you worked for Braun), your current address, telephone number, last 4 digits of your social security number, and your signature. Although there is no specific language that must be included, the Request for Exclusion must state that you wish to exclude yourself from the Settlement Class in the *Maria Ventura v. Braun Linen Service* and *Claudia Gonzalez v. Braun Linen Service, Inc.* lawsuits.

Send any Request for Exclusion directly to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member with respect to the class claims, shall be barred from participating in the class portion of the Settlement, and shall receive no benefits from the class portion of the Settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, all PAGA Group members (i.e., all Settlement Class members who worked for Braun in a non-exempt position in California during the PAGA Release Period), even those who submit a valid and timely Request for Exclusion, will be bound by the PAGA portion of the Settlement and will receive a portion of the PAGA Amount.

Objecting to the Settlement. If you do not submit a Request for Exclusion, you have the right to object to the terms of the class Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the class Settlement, or any portion of it, you may (1) mail a written Objection to the Settlement Administrator, and/or (2) appear at the Final Approval Hearing and object orally. Any written Objection must include your full name (as well as any former names used while you worked for Braun), current address, current phone number

and e-mail address, the name and contact information of any attorney representing you, each specific reason in support of your objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Any written Objections must be postmarked on or before <<RESPONSE DEADLINE>>. If you do not submit a written objection, you may still object orally at the Final Approval Hearing and discuss your objection with the judge.

If you wish to appear at the Final Approval Hearing, you have the right to appear either in person or through your own attorney. If you wish to appear at the Final Approval Hearing and/or retain an attorney to represent you at the hearing, you must do so at your own expense. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>.

If you object to the Settlement, you will remain a Settlement Class member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object. In other words, by submitting an Objection, you are not excluding yourself from the Settlement.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 7 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012. At the Final Approval Hearing, the Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of costs/expenses, the Class Representative Service Payments, and the Settlement administration costs.

The Final Approval Hearing may be postponed or moved without further notice to the Settlement Class. If you would like to confirm the date and time of the Final Approval Hearing, you may consult the Settlement website at <<website URL>>. You may also visit the Court website as described below. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may consult the Court's website, www.lacourt.org. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

EXHIBIT B

NOTICE OF ESTIMATED SETTLEMENT AWARD

MARIA VENTURA et al v. BRAUN LINEN SERVICE, INC.

Los Angeles County Superior Court Case Nos. 24STCV23275, 25STCV10755

Please complete, sign, and return this Form to **<<ADMINISTRATOR CONTACT INFO>>** **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

Phone number (if you wish to be contacted by phone)

(III) Information Used to Calculate Your Estimated Settlement Award:

According to Braun's records:

- (a) you were employed for _____ workweeks for Braun as a non-exempt employee in California between September 9, 2020 and **<<END OF CLASS PERIOD>>**;
- (b) you were employed for _____ pay periods for Braun as a non-exempt employee in California between April 9, 2024 and **<<END OF CLASS PERIOD>>**.

Based on the above, your Settlement Award is estimated at \$ _____, which includes \$ _____ from the Net Settlement Amount and \$ _____ from the PAGA Amount.

(IV) If you disagree with either of the items (a) - (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Braun's records, Braun's records will control unless you are able to provide documentation that establishes that their records are mistaken. If there is a dispute about whether Braun's information or yours is accurate, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Class Action Settlement" that accompanies this Form. The Settlement Administrator's determination will be final.

Date: _____

Signature: _____

ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN **<<RESPONSE DEADLINE>>.**

EXHIBIT 2

Client Consent Pursuant to California Rules of Professional Conduct 1.5.1

I, Claudia Gonzalez, state as follows:

1. I have read and been provided a copy of the Joint Prosecution, Fee and Cost Sharing Agreement and I have been advised in writing that my attorneys have entered into a proposed "Fee and Cost Sharing Agreement" with Marquee Law Group, A Professional Corporation. I understand that the attorneys representing the current and former employees of Braun Linen Service, Inc., and any of its related entities will divide any attorney's fees awarded by the court(s) as follows:

<u>Law Firm</u>	<u>Percentage of Fee Award</u>
Marquee Law Group, A Professional Corporation	60.0%
Haines Law Group, APC and Lidman Law, APC	40.0%

2. My attorneys have answered any and all questions that I have about the proposed fee division. I understand the proposed fee division fully.

3. I hereby consent to the proposed fee division.

Dated: 4/30/2025

Claudia Gonzalez

Claudia Gonzalez

Client Consent Pursuant to California Rules of Professional Conduct 1.5.1

I, Maria Ventura, state as follows:

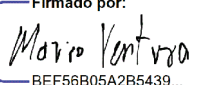
1. I have read and been provided a copy of the Joint Prosecution, Fee and Cost Sharing Agreement and I have been advised in writing that my attorneys have entered into a proposed "Fee and Cost Sharing Agreement" with Haines Law Group, APC and Lidman Law, APC. I understand that the attorneys representing the current and former employees of Braun Linen Service, Inc., and any of its related entities will divide any attorney's fees awarded by the court(s) as follows:

<u>Law Firm</u>	<u>Percentage of Fee Award</u>
Marquee Law Group, A Professional Corporation	60.0%
Haines Law Group, APC and Lidman Law, APC	40.0%

2. My attorneys have answered any and all questions that I have about the proposed fee division. I understand the proposed fee division fully.

4. I hereby consent to the proposed fee division.

Dated: 5/2/2025

Firmado por:

BEF56B05A2B5439...
Maria Ventura