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Attorneys for Plaintiffs
MARIA VENTURA and CLAUDIA GONZALEZ

[Additional counsel on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

vs.

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

Defendants.

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

Plaintiff,

vs.

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

Defendants.

Case Nos.: 24STCV23275 (Lead Case)
25STCV10755

CLASS ACTION

*[Assigned for all purposes to the Hon.
Samantha P. Jessner, Dept. SSC-7]*

**DECLARATION OF SCOTT M.
LIDMAN IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE SERVICE
AWARDS, AND ATTORNEYS' FEES
AND COSTS**

Date: June 22, 2026

Time: 10:00 a.m.

Dept.: SSC-7

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22 MARIA VENTURA and CLAUDIA GONZALEZ

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

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

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

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

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

24 5. During my employment at Littler Mendelson, I played a significant role in the class
25 actions that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In
26 particular, I received a wide-array of wage and hour class action experience performing the following
27 types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court
28

1 to federal court; drafting and responding to written discovery; drafting and opposing discovery related
2 motions; arguing discovery related motions; drafting motions to consolidate related matters;
3 interviewing putative class members and obtaining declarations in connection with class certification;
4 drafting oppositions to motions for class certification; drafting motions for decertification following
5 class certification; conducting exposure analyses to assess the strengths and weaknesses of asserted
6 claims, the likelihood of prevailing at class certification and potential damages resulting from such
7 claims; drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named
8 plaintiffs and putative class members; deposing retained expert witnesses; and defending the depositions
9 of corporate witnesses. I also was involved in the negotiations and settlements of many large wage and
10 hour class actions. In short, I played an integral role in all aspects of litigation from the inception of a
11 matter through and beyond class certification. I also supervised the work of several junior attorneys
12 who were staffed on the same wage and hour class actions.

13 6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA
14 actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- 15 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
16 States District Court, Central District of California, Honorable Gary Klausner,
17 presiding¹.
- 18 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California
19 Superior Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 20 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
21 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 22 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California
23 Superior Court, County of Alameda, Honorable Winifred Smith, presiding.
- 24 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
25 United States District Court, Central District of California, Honorable Percy
26 Anderson, presiding.

27
28 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States Court of Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
2 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 3 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
4 States District Court, Central District of California, Honorable Percy Anderson,
5 presiding.
- 6 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
10 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 11 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
12 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 13 ► *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-
14 KSC, United States District Court, Southern District of California.⁴
- 15 ► *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County
16 of Solano, Honorable Paul Berman, presiding.
- 17 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
20 Superior Court, County of Orange, Honorable William Claster, presiding.
- 21 ► *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
22 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 23
- 24
- 25

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

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

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

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

- 1 ► *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
2 States District Court, Central District of California, Honorable Margaret Morrow,
3 presiding.
- 4 ► *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
5 States District Court, Central District of California, Honorable Margaret Morrow,
6 presiding.
- 7 ► *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United
8 States District Court, Southern District of California, Honorable John A.
9 Houston, presiding.
- 10 ► *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States
11 District Court, Central District of California, Honorable Margaret Morrow,
12 presiding.
- 13 ► *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
14 District Court, Central District of California, Honorable Margaret Morrow,
15 presiding.
- 16 ► *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
17 States District Court, Northern District of California.
- 18 ► *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
19 California Superior Court, County of San Diego, Honorable Jeffrey B. Barton,
20 presiding.
- 21 ► *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
22 Court, County of Santa Clara.
- 23 ► *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior
24 Court, County of Los Angeles, Honorable Terry Green, presiding.
- 25 ► *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
26 Court, County of San Francisco.

1 ► *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
2 Court, Northern District of California, Honorable Richard Seeborg, presiding.

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

18 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
19 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
20 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
21 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-
22 2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
23 William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412,
24 California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina*
25 *v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los Angeles,
26 Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case
27 No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F.

Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

9. As co-lead counsel for Plaintiff Gonzalez and the proposed Settlement Class, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

1 10. On April 9, 2025, Plaintiff Gonzalez filed a putative class action complaint. Plaintiff
2 Gonzalez also submitted a PAGA notice letter to the LWDA and Defendant advising of her intention
3 of filing a claim under the Private Attorneys General Act of 2004 (“PAGA”) based on the Labor Code
4 violations as alleged in her operative complaint. On June 26, 2025, after exhausting her administrative
5 remedies, Plaintiff Gonzalez filed a First Amended Class and Representative Action Complaint adding
6 a cause of action for civil penalties under the PAGA.

7 11. On June 10, 2025, Plaintiff Ventura’s action and Plaintiff Gonzalez’s action were related
8 and were later consolidated on September 3, 2025. On September 19, 2025, pursuant to a stipulation
9 between Plaintiff Ventura, Plaintiff Gonzalez, and Defendant (hereafter collectively, the “Parties”),
10 Plaintiffs filed the operative Consolidated Class and Representative Complaint (“Complaint”) in this
11 action. The Complaint consolidated Plaintiffs’ claims, including a PAGA claim based on all claims
12 alleged by both Plaintiffs. Plaintiffs’ primary claims are that Defendant: (1) committed minimum wage
13 violations; (2) failed to pay overtime wages; (3) committed meal period violations; (4) committed rest
14 period violations; (5) is subject to waiting time penalties; (6) failed to provide accurate, itemized wage
15 statements; (7) engaged in unfair competition; and (8) is liable for civil penalties under the PAGA.

16 12. Prior to mediation, the Parties engaged in informal discovery. Defendant produced
17 timekeeping and payroll records for all putative class members; its employee handbook; a class list
18 with each employee’s hire date, termination date, and other data; applicable collective bargaining
19 agreements; and other relevant information. Plaintiffs’ counsel hired an expert data analyst to analyze
20 and extrapolate the data. This discovery allowed the Parties to assess the merits and value of Plaintiffs’
21 claims and Defendant’s defenses.

22 13. On June 6, 2025, a mediation was held with Monique Ngo-Bonnici, Esq., an
23 experienced and well-respected wage and hour class action mediator. During mediation, the parties
24 vigorously debated their opposing legal positions, the likelihood of certification of Plaintiffs’ claims,
25 and the legal basis for the claims and defenses. At the conclusion of mediation, Ms. Ngo-Bonnici made
26 a mediator’s proposal which was eventually accepted by the Parties, and which ultimately led to the
27 Settlement.
28

1 14. Plaintiffs filed with the Court their Motion for Preliminary Approval, along with the
2 Settlement, on or about September 29, 2025. On January 27, 2026, the Court ordered Plaintiffs to
3 address issues the Court took with the Motion for Preliminary Approval and Settlement Agreement.
4 On January 29, 2026, Plaintiffs provided the court with a Supplemental Brief In Support of Preliminary
5 Approval.

6 Subsequently on February 9, 2026, the Court granted preliminary approval of the class action
7 settlement, preliminarily approving the Settlement. Attached hereto as **Exhibit A** is a true and correct
8 copy of the Order Granting Preliminary Approval.

9 15. There are 620 total Settlement Class members defined as: “All individuals who worked
10 for Braun Linen in California in a non-exempt position at any time from September 9, 2020 through
11 September 6, 2025.”

12 16. Aggrieved Employee is defined as “All individuals who worked for Braun Linen in
13 California in a non-exempt position at any time from April 9, 2024 through September 6, 2025.”

14 17. One of Plaintiffs’ primary theories of liability is related to Defendant’s alleged time-
15 rounding practice. Specifically, Plaintiffs allege that Defendant would modify employees’ time
16 records to reflect their scheduled hours rather than their actual clock-in times, which resulted in
17 employees not being paid for time spent prior to the beginning of their shifts and/or after the end of
18 their shifts.

19 18. Defendant contends that it has always paid employees for all hours worked, that its
20 policies prohibit off-the-clock work, and that employees did not – and in fact could not – perform any
21 work before or after their scheduled shifts. Specifically, Defendant’s employees work on heavy
22 machinery, and Defendant asserts that the machines are not turned on until the start of the shift, and
23 therefore employees are not able to perform any work before the start of the shift. Furthermore,
24 Defendant contends that the machines are turned off 5-7 minutes before the end of the shift, which
25 gives employees sufficient time to wind down their work and leave the work area by the scheduled end
26 of their shift. Defendant further argues that differences among employees’ job duties and working
27 conditions, as well as issues with proving whether each employee worked unpaid wages on each
28

1 individual shift, would present a plethora of individualized issues that would preclude class
2 certification. Defendant also argues that, to the extent the alleged unpaid wages were overtime wages,
3 the overtime claims would be barred for many putative class members because the relevant collective
4 bargaining agreements satisfy the requirements of Labor Code § 514, and therefore, the California
5 overtime statute (i.e., Labor Code § 510) would not apply to them.

6 19. Plaintiffs also allege that that until approximately December 2024, they and other
7 employees consistently had their meal periods cut short by a bell that rang at the 28-minute mark of
8 each meal period. Plaintiffs allege that this “warning bell” caused employees to cut short their meal
9 periods so that they were back at their work stations, ready to work, by the time the next bell rang at
10 the 30-minute mark. Thus, Plaintiffs allege employees’ meal periods were essentially truncated by two
11 minutes on each shift. Plaintiffs further allege that at the Paramount location, Defendant consistently
12 provided meal periods late (i.e., commencing after the end of the fifth hour of work) until Defendant
13 modified its Paramount schedules in or about January 2025.

14 20. Defendant counters that it has always maintained lawful meal period policies, and that
15 employees are provided a full 30-minute meal period on each shift. The 28-minute bell was meant as
16 a convenient reminder to employees, simply to alert them that the meal period is ending in two minutes,
17 and so that they wouldn’t be caught off-guard when the bell rang at the 30-minute mark two minutes
18 later; but it was not meant to encourage employees to cut their meal periods short. Defendant also
19 asserts that it discontinued the bell system at its Pomona facility in 2019. As for the late meal periods
20 at Paramount, Defendant asserts that the meal period scheduling was agreed upon by the union on
21 behalf of the Paramount employees. Employee shifts began at either 3:00 a.m. or 5:00 a.m. at
22 Paramount, and employees preferred to defer their meal periods until later in the morning when they
23 were more likely to actually be hungry. In addition, Defendant argues that differences among
24 employees as to whether they believed they needed to (or actually did) cut short their meal periods due
25 to the bell system, and as to whether individual employees actually preferred to take late meal periods,
26 would create individualized issues that would defeat class certification.

1 21. Plaintiffs also allege that until approximately December 2024, Defendant failed to
2 authorize and permit 10-minute rest periods, as a result of a “warning bell” system similar to the one
3 it implemented regarding meal periods. Specifically, Defendant would sound a bell at the 8-minute
4 mark of each rest period, and Plaintiffs allege this had the desired effect of causing employees to cut
5 short their rest periods by two minutes in order to be back at their work stations, ready to work, by the
6 time the next bell rang two minutes later, thereby causing employees’ rest breaks to be consistently
7 interrupted and cut short. In addition, Plaintiffs allege that until late 2024, Defendant would unlawfully
8 schedule the rest periods at Paramount so that both rest periods occurred prior to the meal period, rather
9 than the “preferred schedule” of having one rest period on either side of the meal period as described
10 in *Brinker*.

11 22. Defendant contends that it has always maintained lawful rest periods policies and has
12 consistently authorized and permitted legally compliant 10-minute rest periods without interruption.
13 The 8-minute bell, like the 28-minute meal period bell, was implemented for employee convenience
14 and was simply to alert employees that the rest period was ending in two minutes so that they could
15 plan the rest of their rest period accordingly; it was not meant to induce employees to cut their rest
16 periods short. As for the Paramount rest period schedules, Defendant asserts that, like the meal period
17 schedules, the rest period schedules were bargained-for by the union representing Defendant
18 employees and was preferred by the employees themselves. Finally, Defendant argues that differences
19 among employees as to whether they actually believed they needed to (or actually did) cut short their
20 rest periods due to the bell system, and as to whether individual employees actually preferred to take
21 rest periods in the scheduled manner, would create individualized issues that would preclude class
22 certification.

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

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

9 25. In my experience in wage and hour class action matters similar to this one, fee awards
10 generally average around one-third of the gross recovery.

11 26. My law firm's and co-counsel's work on this case includes, but is not limited to:
12 conducting pre-filing investigation and legal research; analyzing timekeeping, payroll, and other data
13 with Plaintiffs' data expert to create a comprehensive damages model; preparing for and attending
14 mediation; negotiating and preparing the Settlement; preparing the Motions for Preliminary and Final
15 Approval; overseeing the settlement administration process; and otherwise litigating this case.

16 27. Since undertaking representation of Plaintiffs, my firm and/or co-counsel's firms
17 dedicated substantial resources to this litigation. Lidman Law, APC and Haines Law Group, APC have
18 expended a total of \$3,113.65 in actual costs, have devoted substantial time to this litigation and
19 Plaintiffs' counsel, together, expect to incur approximately \$450.00 in future costs for filing the instant
20 motion, filing the final declaration regarding distribution of settlement, Case Anywhere fees, service
21 and messenger fees, postage fees, and costs for future appearances. A true and correct copy of my
22 firm's and Haines Law Group's costs summary in this matter is attached hereto as **Exhibit B**.

23 28. My experience in matters similar to this one was integral in evaluating the strengths
24 and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of
25 wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive
26 state and federal law, as well as the procedural law of class action litigation. This case involved
27 nuanced legal issues including questions surrounding Defendants' obligation to "provide" meal
28

periods and “authorize and permit” rest periods, the propriety of Defendant’s rounding practice, and the availability of statutory and civil penalties, to name just a few.

29. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other practical challenges. There was a real risk that my firm and co-counsel’s firms would not be compensated for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiffs were not responsible for paying attorneys’ fees and all plaintiff’s firms involved could only recover attorneys’ fees if Plaintiffs were successful. By the time Plaintiffs’ attorneys attend the final approval hearing in this matter, the lawsuits will have been litigated for almost two (2) years with no payment, all while bearing the risk of non-payment if Plaintiffs were unsuccessful. Moreover, as discussed above, Class Counsel will have advanced \$30,063.29 in litigation costs on a contingency basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiffs did not prevail in this lawsuit.

In this case, Class Counsel have a lodestar of \$298,394.00 which results in a multiplier of approximately 5.86 compared to the \$1,750,000.00 fee request. The following is a general summary showing the number of hours of work performed by each attorney in the Lidman Law, APC and Haines Law Group, APC firms on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (27th Year Attorney)	\$950	45.2	\$42,940.00
Paul K. Haines (19th Year Attorney)	\$975	18.5	\$18,037.50
Milan Moore (10th Year Attorney)	\$725	18.8	\$13,360.00
Tiara Gose-Hardy (7th Year Attorney)	\$625	20.2	\$12,625.00
Total Lodestar			\$172,830.00

30. My proposed hourly rate of \$950, Mr. Haines’ proposed hourly rate of \$975, Ms. Moore’s proposed hourly rate of \$725, and Ms. Gose-Hardy’s proposed hourly rate of \$625 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation,

1 and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly
2 rates are in line with the *Laffey Matrix*, a true and correct copy of which is attached hereto as **Exhibit**
3 **C**.

4 31. The attorneys' fee award requested is consistent with those routinely awarded by
5 California superior courts. California superior courts frequently grant common fund awards of 33%.
6 *See, e.g., Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Super. Ct., Los Angeles County, Feb.
7 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc.*,
8 No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of
9 lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc.*, No. BC293134 (Super. Ct., Los Angeles
10 County, Nov. 20, 2006) (30.7% fee award from \$12.9 million settlement with no mention of lodestar
11 crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3,
12 2004) (33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*,
13 No. GIC795732 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots*
14 *Overtime Cases*, JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004)
15 (approving a 33% fee recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July
16 9, 2004) (approving award of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior
17 Court, No. 99AS01716, December 26, 2000) (33-13% of the settlement).

18 32. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of
19 the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct.,
20 Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film*
21 *Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, Los Angeles Sup. Ct.,
22 Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August
23 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008,
24 Case No. CGC-01-409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct.,
25 January 15, 2014, Case No. 26-56886 (40%).

26 33. Being a private law practice my firm can only properly litigate a limited number of
27 cases at one time. The professional demands of this case were significant, including a significant
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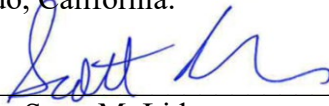
1 number of hours of attorney and paralegal time. This litigation precluded my firm from other
2 employment due to the time and financial commitments required by the case. Indeed, because my
3 firm takes on cases on a purely contingency fee, we are only compensated for our time if we
4 successfully settle a case or prevail at trial. Accordingly, I believe the requested fees are reasonable.

5 34. The requested enhancement payment to Plaintiffs of \$10,000.00 each is also reasonable
6 given Plaintiffs' efforts in this case and the risks they undertook on behalf of Settlement Class
7 members. Plaintiffs both gathered documents for use in the lawsuit and attended several meetings
8 with Class Counsel discussing the case, the merits, the defenses, and the overall fairness of the
9 settlement reached. The enhancement payment to Plaintiffs is appropriate and justified as part of the
10 Settlement and should be finally approved.

11 35. Plaintiffs submitted to the LWDA their Motion for Preliminary Approval and the
12 Settlement Agreement on September 29, 2025. Plaintiffs submitted to the LWDA the Order Granting
13 Preliminary Approval on February 11, 2026. True and correct copies of proof of service/confirmation
14 of submission are attached hereto as **Exhibits D-E, respectively**.

15 36. Plaintiffs have provided written approval of the split of attorneys' fees in this action.

16 I declare under penalty of perjury under the laws of the State of California that the foregoing is
17 true and correct. Executed on May 28, 2026, at El Segundo, California.

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19 Scott M. Lidman
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EXHIBIT A

EXHIBIT A

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FILED
Superior Court of California
County of Los Angeles
02/09/2026

David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

Attorneys for Plaintiffs
MARIA VENTURA and CLAUDIA GONZALEZ

[Additional counsel on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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

Plaintiff,

vs.

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

Defendants.

CLAUDIA 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 No.: 24STCV23275 (Lead Case)
25STCV10755

CLASS ACTION

*[Assigned for all purposes to the Hon.
Samantha Jessner, Dept. SSC-7]*

**[PROPOSED] ORDER GRANTING
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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Attorneys for Plaintiffs
MARIA VENTURA and CLAUDIA GONZALEZ

1 The Motion of Plaintiffs Maria Ventura and Claudia Gonzalez (“Plaintiffs”) for
2 Preliminary Approval of Class Action Settlement (the “Motion”) came on regularly for hearing
3 before this Court on February 9, 2026 at 10:00 a.m. This Court has considered the proposed
4 Settlement Agreement (the “Settlement”) between Plaintiffs and Defendant Braun Linen Service,
5 Inc. (“Defendant” or “Braun Linen”) (together with Plaintiffs, the “Parties”) attached as Exhibit
6 1 to the Declaration of Tuvia Korobkin filed concurrently with the Motion. The Court has also
7 considered the Motion, Memorandum of Points and Authorities in support thereof, and supporting
8 declarations filed therewith.

9 In light of the foregoing, and GOOD CAUSE appearing, the Court HEREBY ORDERS
10 AS FOLLOWS:

11 1. The Court GRANTS preliminary approval of the class action settlement as set
12 forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement
13 that ultimately could be granted approval by the Court at a Final Approval Hearing. For purposes
14 of the Settlement, the Court finds that the proposed Settlement Class is ascertainable, and that
15 there is a sufficiently well-defined community of interest among the members of the Settlement
16 Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
17 conditional certification of the following Settlement Class:

18 All individuals who worked for Braun Linen in California in a non-exempt position
19 at any time from September 9, 2020 through September 6, 2025 (the “Class Release
Period”).

20 2. For purposes of the Settlement, the Court designates Plaintiffs as Class
21 Representatives, and the Court designates Tuvia Korobkin and Nancy Goodes of Marquee Law
22 Group, APC; Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC; and
23 Paul K. Haines of Haines Law Group, APC as Class Counsel.

24 3. The Court designates Phoenix Settlement Administrators as the third-party
25 Settlement Administrator for mailing notices.

26 4. The Court approves, as to form and content, the Notice of Pendency of Class
27 Action and Proposed Settlement (“Class Notice”) and Notice of Estimated Settlement Payment
28 attached as Exhibits A and B, respectively, to the Settlement (together, the “Notice Packet”).

1 5. The Court finds that the form of notice to the Settlement Class regarding the
2 pendency of the action and of the Settlement, and the methods of giving notice to members of the
3 Settlement Class, constitute the best notice practicable under the circumstances, and constitute
4 valid, due, and sufficient notice to all of the Settlement Class members. The form and method of
5 giving notice complies fully with the requirements of California Code of Civil Procedure section
6 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California
7 and United States Constitutions, and other applicable law.

8 6. The Court further approves the procedures to opt out of or object to the Settlement,
9 as set forth in the Class Notice.

10 7. The procedures and requirements for filing objections in connection with the Final
11 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
12 presentation of any valid objection to the Settlement in accordance with due process.

13 8. The Court directs the Settlement Administrator to mail the Notice Packet to the
14 members of the Settlement Class in accordance with the terms of the Settlement.

15 9. The Final Approval Hearing on the question of whether the Settlement should be
16 finally approved as fair, reasonable, and adequate is scheduled in Department SSC-7 of this Court,
17 located at 312 N. Spring Street, Los Angeles, California 90012 on June 22 , 2026 at
18 10:00 a.m./~~p.m.~~.

19 10. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
20 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether
21 a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs'
22 application for reasonable attorneys' fees, reimbursement of litigation expenses, enhancement
23 awards to Plaintiffs, settlement administration costs, and payment to the Labor & Workforce
24 Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General
25 Act ("PAGA") should be granted.

26 11. Counsel for the parties shall file memoranda, declarations, or other statements and
27 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
28

expenses, Plaintiffs' enhancement awards, payment to the LWDA, and settlement administration costs, prior to the Final Approval Hearing according to the schedule set forth below.

12. An implementation schedule is below:

Event	Date
Defendants to provide Class Data to Settlement Administrator no later than [10 Court days after preliminary approval]:	February 25, 2026
Settlement Administrator to mail Notice Packets to Settlement Class members no later than [10 Court days after receiving Class Data]:	March 11, 2026
Deadline for Settlement Class members to submit requests for exclusion, objections, or disputes [60 days after mailing]:	May 11, 2026
Deadline for Plaintiffs to file Motion for Final Approval:	June 1, 2026
Final Approval Hearing:	June 22, 2026

13. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

14. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: 02/09/2026, 2026



Samantha Jessner / Judge

Hon. Samantha Jessner
Judge of the Superior Court

EXHIBIT B

EXHIBIT B

Lidman Law, APC and Haines Law Group, APC Expense Summary
Maria Ventura, et al. v. Braun Linen Service, Inc.

EXPENSE	AMOUNT
Filing, Service and Messenger Fees	\$2,876.93
Jury Fees	\$174.70
Document Purchase Costs	\$16.00
Copying Costs	\$11.75
Postage and Mailing Costs	\$34.27
Anticipated Costs (filing the Final Approval motion, court appearances, current Case Anywhere fees for Class Counsel, filing the final distribution declaration, service fees, copying and postage)	\$350.00
TOTAL:	\$3,463.65

EXHIBIT C

EXHIBIT C

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424

6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT D

EXHIBIT D

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Attorneys for Plaintiffs
MARIA VENTURA and CLAUDIA GONZALEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
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 GONZALZEEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

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

Defendants.

Case No.: 24STCV23275 (Lead Case)
25STCV10755

**PROOF OF SERVICE ON CALIFORNIA
LABOR & WORKFORCE
DEVELOPMENT AGENCY PURSUANT
TO LABOR CODE § 2699(l)(2)**

Action filed: December 22, 2023
Trial Date: None Set

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PROOF OF SERVICE

I declare that I am over the age of eighteen (18) and not a party to this action. My business address is 9100 Wilshire Boulevard, Suite 445, East Tower, Beverly Hills, California 90212.

On September 29, 2025 I served the foregoing document(s) described as:

1. **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION**
2. **DECLARATION OF TUVIA KOROBKIN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
3. **SETTLEMENT AGREEMENT**

on the following entity, using the method of service describe below:

California Labor & Workforce Development Agency

(X) **BY ELECTRONIC TRANSMISSION:** Pursuant to the requirements of the California Labor Code Private Attorneys General Act, I served the above documents on the Labor & Workforce Development Agency (LWDA) by submitting them via the LWDA's website.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 29, 2025 at Beverly Hills, California.



Tuvia Korobkin

EXHIBIT E

EXHIBIT E

From: [Tuvia Korobkin](#)
To: [Marlyn Aianel](#); [Scott Lidman](#)
Subject: Fwd: Thank you for your Other Response or Document Submission
Date: Wednesday, February 11, 2026 6:30:28 PM

Tuvia Korobkin | MARQUEE LAW GROUP, A.P.C.

Attorney

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----- Forwarded message -----

From: DIR PAGA Unit <no-reply@formassembly.com>
Date: Wed, Feb 11, 2026 at 6:28 PM
Subject: Thank you for your Other Response or Document Submission
To: <tuvia@marqueelaw.com>

02/11/2026 06:28:45 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm