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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ORTENCIA SOTO, as an individual and on behalf of all others similarly situated, Plaintiff, vs. PURETEK CORPORATION, a California corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: 21STCV28904 *[Assigned for All Purposes to Hon. Samantha P. Jessner, SSC-7]* **PLAINTIFF'S SUPPLEMENTAL BRIEF IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Date: November 18, 2026 Time: 10:00 a.m. Dept.: SSC-7

TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

Plaintiff Ortencia Soto ("Plaintiff"), individually and on behalf of a class of similarly situated individuals, hereby submits this Supplemental Brief in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement (the "Motion").

I. PROCEDURAL HISTORY

Plaintiff filed her Motion for Preliminary Approval of Class Action Settlement on April 30, 2026, setting it for hearing on August 17, 2026.

On August 4, 2026, the Court held issued its tentative ruling identifying issues for the Parties to address in supplemental briefing. Consistent therewith, Plaintiff hereby submits the instant supplemental brief (and accompanying declaration and legend) to address the issues identified by the Court in the same order identified in the tentative ruling.

A true and correct copy of the Amended Class Action and PAGA Settlement Agreement and Class Notice with changes in redline is attached to the second supplemental declaration of Scott M. Lidman ("Second Supp. Lidman Decl."), as **Exhibit A**.

A true and correct copy of the Amended Class Action and PAGA Settlement Agreement and Class Notices with all redlines accepted and executed by Plaintiff and her counsel is attached to Second Supp. Lidman Decl., as **Exhibit B**.

A true and correct copy of the revised Class Notice with opt out provision with changes in redline is attached to Second Supp. Lidman Decl., as **Exhibit C**.

A true and correct copy of the revised Class Notice with opt out provision with all redlines accepts is attached to Second Supp. Lidman Decl., as **Exhibit D**.

A true and correct copy of the proposed Class Notice with no opt out provision is attached to the Second Supp. Lidman Decl., as **Exhibit E**.

II. ISSUE IDENTIFIED IN THE COURT'S TENTATIVE RULING

1. Defendant's Payment Plan

Defendant will provide a declaration in support of the proposed payment plan and will file before the November 18, 2026 hearing.[1]

[1] Plaintiff has continuously requested and Defendant has informed Plaintiff that the declaration was forthcoming. However, at the time of this timely filing, Plaintiff had not yet received it.

2. Plaintiff's Enhancement

Courts routinely approve enhancement awards to compensate named plaintiffs for the services they provide and the risks they incur during class and representative litigation. *Cellphone Termination Fee Cases*, 186 Cal. App. 5th 1380, 1393-94 (2010) ("These awards 'are discretionary, [citation], and are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to ***recognize their willingness to act as a private attorney general***.'") Indeed, California courts routinely award enhancement payments in PAGA-only, non-class actions. *See Canul v. Basmat, Inc*., LA County Case No. BC674940, Judge Beaudet (Dept. 50) (approved a PAGA-only settlement including a $5,000 enhancement award to the named plaintiff); *Pickett v. 99 Cents Only Stores, et al*, LA County Case No. BC473038 (Judge Hiroshige (Dept. 54) approved a $12,500 enhancement payment to each of two named plaintiffs in a PAGA only settlement); *Vargas v. JTS Modular, Inc*., Kern County Case No. BCV-20-100645-JEB (Judge Bradshaw approved a $7,500 enhancement in a PAGA only settlement); *Johnson v. DCH*, Ventura County Case No. 56-2018-00510579-Cu-OE-VTA (Judge Kellegrew approved $12,000 enhancements to each of three named plaintiffs in a PAGA only settlement).

Here, Plaintiff's Enhancement request of $10,000.00 is reasonable because of the efforts and actions of Plaintiff in her capacity as a class representative and in her capacity as a private attorney general. As will be fully briefed at the time of final approval, Plaintiff provided substantial factual information and documents to Class Counsel, attended multiple meetings with Class Counsel to discuss the claims and theories at issue in the litigation, completed formal written discovery, was deposed by Defendant, and participated in two separate mediations. Additionally, Plaintiff has agreed to a general release of all claims subject to a waiver of Civil Code § 1542. *See* Lidman Decl., ¶ 31; Soto Decl., ¶¶ 2-13; Settlement ¶ 3.2.1.

3. Class Release

The Participating Class Member Release has been limited to claims that were alleged in the Operative Complaint or reasonably could have been alleged in the Operative Complaint. The Release now reads as follows:

Release by Participating Class Members: All Participating Class Members release and discharge Released Parties from all claims that were alleged in the Operative Complaint, or reasonably could have

been alleged in the Operative Complaint. The claims released include, without limitation: (i) failure to pay all overtime wages owed; (ii) failure to pay all minimum wages owed; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to provide accurate, itemized wage statements; (vi) failure to indemnify all necessary business expenditures; (vii) failure to pay all wages owed upon termination; and (viii) unfair competition. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

Please see **Exhibits A -E**.

4. PAGA Release

The Aggrieved Employee Release should be limited to claims that were alleged in the Operative Complaint and PAGA Notice or reasonably could have been alleged in the Operative Complaint or PAGA Notice. The Release now reads as follows:

Release by Aggrieved Employees: All Aggrieved Employees release the Released Parties from all claims for PAGA penalties that were alleged in the Operative Complaint and PAGA Notice, or reasonably could have been alleged in the Operative Complaint or PAGA Notice. The claims released include, without limitation: (i) failure to pay all overtime wages owed; (ii) failure to pay all minimum wages owed; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to provide accurate, itemized wage statements; (vi) failure to indemnify all necessary business expenditures; (vii) failure to pay all wages owed upon termination; (viii) failure to pay all earned wages at least twice during each calendar month; and (ix) failure to maintain accurate records.

Please see **Exhibits A -E**.

5. Attorneys Fees Allocation

The Attorneys Fee split is as follow:

- Lidman Law, APC – 31.0%
- Haines Law Group, APC – 46.5%
- Michael Burgis & Associates, PC – 22.5%

Michael Burgis & Associates, PC is the referring attorney.

6. Class List to The Administrator

Within 15 calendar days of the Court granting Preliminary Approval, Defendant is to provide the settlement administrator, Phoenix Settlement Administrators, the Class Data in the form of a Microsoft Excel spreadsheet.

Revised Class Notice

7. Class and Aggrieved Employee Definition

The Parties have made sure Class and Aggrieved Employee refers to non-exempt employees of Defendant. This is to be consistent with the Settlement Agreement. Please see **Exhibits C-E.**

8. *Blank Space on Page 29 of the Notice?*

The Parties have corrected the formatting issue, which takes away the blank space on what is now page 28 of the Notice. Please see **Exhibits C -E**.

9. *Incorporation of Release Parties Definition*

The definition of Release Parties, meaning Defendant and all of its present and former parent companies, subsidiaries, affiliates and joint ventures, and all of their owners, officers, managers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any persons acting by through, under or in concert with any of them, has been incorporated to Page 29 of the Notice. Please see **Exhibits C-E**.

10. *Requests for Exclusion and Written Objections by Fax, Email or Mail*

The Parties have revised the Class Notice to make clear that requests for exclusions and written objections may be submitted to the administrator by fax, email or mail. Please see **Exhibits C-E**.

11. *Court Contact Information*

The incorrect website and phone number for the Court have been removed from the Class Notice and replaced with the following information: https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access and https://mycourtservices.lacourt.org/Appointment/Schedule.

Miscellaneous

12. *Settlement Agreement and Class Notice are Consistent*

The Parties made sure that all changes made to the settlement agreement were mirrored in the Class Notice. Therefore, both documents are consistent. **See Exhibits A-E.**

13. *Typographical Error at ¶11.1 of Settlement Agreement*

Paragraph 11.1 of the Settlement Agreement has been revised to state in relevant part, "[i]f for any reason the Court does not grant Preliminary Approval…" **See Exhibits A & B.**

14. *Typographical Error at Page 25 of Class Notice*

The Parties have corrected page 25 of the Class Notice to state "[t]he number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated below." See **Exhibits C-E.**

ADDITIONAL CHANGES

Modification of Opt-Out Provision

After the Court issued its tentative ruling, the Parties met and conferred as Defendant proposed a modification of the opt-out provision. Specifically, Defendant wanted to modify the opt out provision of the agreement, in which only proposed Settlement Class Members employed after March 24, 2025 would have the opportunity to request exclusion, whereas proposed Settlement Class Members employed from August 4, 2017 through March 24, 2025 already had the opportunity to opt out during the class certification process.

The Court held an IDC to discuss this matter and instructed the Parties to confer and if they wanted to propose such modification to do so in the amended agreement. Therefore, the Parties respectfully request that Settlement Class Members employed from August 4, 2017 through March 24, 2025 receive Exhibit A and will not have the opportunity to request exclusion and the Settlement Class employed after March 24, 2025 through December 31, 2025 (end of Class Period) will receive Exhibit B, which includes the opportunity to request exclusion.

Slight Increase of Requested Class Counsel Costs

Given the delay in the approval process, the Parties have agreed to slightly increase the cap for Class Counsel costs from $100,000 to $105,000. Indeed, to date the costs are $96,842.11, which includes the additional months of fees associated with CaseAnywhere. This slight increase will be a

buffer to ensure class counsel costs do not exceed the maximum cap requested. Then at final approval, Plaintiff will only request reimbursement of the costs incurred to date, which Plaintiff anticipates will be lower than the increased cost cap of $105,000.00. Second Supp. Lidman Decl., ¶ 10.

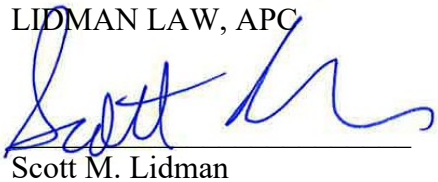
CONCLUSION

For the foregoing reasons and the reasons discussed in Plaintiff's Motion, Plaintiff respectfully requests that the Court preliminarily approve the proposed Amended Class Action and PAGA Settlement Agreement and Class Notice, provisionally certify the Settlement Class, and enter the Amended Proposed Order Granting Preliminary Approval of Class Action Settlement.

Respectfully submitted,

Dated: October 27, 2026

LIDMAN LAW, APC

By: 

Scott M. Lidman
Attorneys for Plaintiff
ORTENCIA SOTO