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Attorneys for Plaintiff

ORTENCIA SOTO

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]*

**DECLARATION OF PLAINTIFF ORTENCIA
SOTO IN SUPPORT OF APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: August 17, 2026

Time: 11:00 a.m.

Dept.: SSC-7

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I, ORTENCIA SOTO, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was employed by Defendant Puretek Corporation (“Defendant”) as a non-exempt employee and began working there in approximately 2011. During my employment with Defendant, I was employed as a janitor and my job duties included routine cleaning of premises. I was subject to Defendant’s wage and hour policies and practices at all times during my employment.

3. It is my understanding that I was not compensated for all of my hours worked. Specifically, I had to gather my equipment and be ready to work prior to my schedule start time but Defendant failed to pay me for this time.

4. I do not believe I received all of my lunch and rest breaks that I was entitled to. Specifically, because of the work demands imposed by Defendant I often did not take a lunch and when I did it was sometimes either late and/or short. Further, I was not permitted to take a third rest break when I worked over 10.0 hours in a shift and Defendant never informed me that I was entitled to a third rest break. I also did not receive any meal and/or rest period premiums.

5. I do not believe I was reimbursed for the use of my personal cellular phone for business purposes. Defendant required me to use my cellular phone to regularly communicate with it, but I was not reimbursed for the use.

6. As a result of these violations, I also do not believe I received accurate and complete wage statements.

7. I retained Haines Law Group, APC and Lidman Law, APC to represent me in my wage claims against Defendant. Even before this lawsuit was filed, I worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available whenever

1 I was needed. Prior to filing the lawsuit, I would speak with the attorneys to go over whatever topics
2 they wished to discuss, including my responsibilities as a class representative.

3 8. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
4 my former co-workers and current employees of Defendant by helping them recover their unpaid
5 overtime wages and penalties. I knew that there was a risk that I could be liable for Defendant's costs
6 if we lost the case. I accepted this risk because I wanted Defendant to compensate their current and
7 former employees for all unpaid overtime wages and reimbursement for use of their personal cellular
8 phone for business purposes. Even though I understood that joining a lawsuit is a public record and
9 could stigmatize me and may affect my future employability in this industry or any other industry
10 because there is a risk that future employers would not want to interview and/or hire someone who has
11 sued an employer, I accepted that burden for the benefit of other employees of Defendant.

12 9. Without counsel and the assistance of myself, I do not believe we would have gotten
13 the proposed settlement which will benefit the other employees. Indeed, if I had not sought legal
14 representation to enforce California's labor laws, I do not believe my former co-workers and current
15 employees of Defendant and California's Labor and Workforce Development Agency ("LWDA"),
16 which I understand will receive a portion of the proposed settlement, would have received any of the
17 settlement funds.

18 10. I have been actively involved in this case since initiating this lawsuit back in 2021.
19 Among other things, I gathered various employment related documents for use in the lawsuit. Without
20 revealing and/or waiving attorney-client privileged communications, I also communicated with my
21 attorneys on numerous occasions throughout the litigation to make sure they had my most current
22 information and any additional information to help move the case forward. I also prepared for and sat
23 for my deposition.

24 11. Additionally, I worked with my lawyers to prepare for the mediation and was available
25 that day for any questions that arose.

26 12. When my attorneys told me that we reached a settlement in this case, I spent time
27 discussing the settlement agreement with my attorneys. I wanted to understand everything before I
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1 signed the settlement agreement. I believe I represented the Settlement Class members and the LWDA
2 to the best of my ability and put the interests of the Settlement Class ahead of my own. I believe that I
3 have spent approximately 20-25 hours in total on activities related to this case.

4 13. I am not involved in any other lawsuits. As far as I am aware, I have no conflicts with
5 any of the other Settlement Class members.

6 14. As part of the proposed Settlement, I have also agreed to a general release of claims
7 related to my employment with Defendant that extends beyond the release applicable to members of
8 the Settlement Class up through the date I signed the settlement agreement. I understand that this
9 includes all claims, whether known or unknown, under federal, state, or local law against Defendant.

10 15. I understand that my attorneys will request that the Court award me a Service Award of
11 \$10,000.00 for my service and efforts on the case. This proposed \$10,000.00 Service Award is not
12 contingent upon me supporting the proposed Settlement.

13 I have reviewed this written statement and fully understand all of its contents. I declare under
14 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

15 Executed on April 13, 2026 at Los Angeles, California.

16 *Ortencia Soto*
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