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

IVAN LORENO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SOUTH COAST BEVERAGE LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV46865

*[Assigned for all purposes to the Hon. Stuart
M. Rice, Dept. SSC-1]*

**SUPPLEMENTAL BRIEF IN SUPPORT
OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 5, 2025
Time: 10:30 a.m.
Dept.: SSC-1

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

2 Plaintiff Ivan Loreno (“Plaintiff”), individually and on behalf of a class of similarly
3 situated individuals, hereby submits this Supplemental Brief in Support of Plaintiff’s Motion for
4 Preliminary Approval of Class Action Settlement (the “Motion”).

5 **I. PROCEDURAL HISTORY**

6 Plaintiff filed his Motion for Preliminary Approval of Class Action Settlement (the
7 “Motion”) on November 6, 2024, setting it for hearing on February 5, 2025. *See* Supplemental
8 Declaration of Scott M. Lidman (“Supp. Lidman Dec”), ¶2.

9 On January 30, 2025, the Court posted a Tentative Ruling on the Motion detailing a few
10 issues that need to be addressed in supplemental briefing. Specifically, the Court ordered Plaintiff
11 to address the following issues:

12 ► In the class release (¶5.2) and PAGA release (¶5.3), it would be overbroad for the
13 releases to extend to Class Members' and Aggrieved Employees' "spouses, domestic partners,
14 marital community, children, estates, trusts, beneficiaries, devisees, legatees, executors, trustees,
15 conservators, guardians, and representatives." Please remove.

16 ► At ¶1.43, the Response Deadline is defined as 45 days after the administrator mails
17 the notice. However, ¶¶7.4-7.7 refer to a 60 day deadline. Please revise and ensure the deadlines
18 are consistent across all documents.

19 ► At ¶1.42, remove the requirement that Class Members must use specific language
20 to request exclusion.

21 Supp. Lidman Dec., ¶3.

22 Consistent therewith, Plaintiff hereby submit the instant supplemental brief (and
23 accompanying declaration) to address the issues identified by the Court.

24 **II. CLASS AND PAGA RELEASES**

25 Consistent with the Court’s instruction, the Parties revised the Settlement Agreement and
26 prepared and executed an Amended Class Action and PAGA Settlement Agreement and Class
27 Notice (“Amended Agreement”). In the Amended Agreement, the Parties addressed and
28 corrected the Class and PAGA released as directed by the Court in its January 30, 2025 Tentative

1 Ruling. Specifically, the Parties removed the language which extended the releases to Class
2 Members' and Aggrieved Employees' "spouses, domestic partners, marital community, children,
3 estates, trusts, beneficiaries, devisees, legatees, executors, trustees, conservators, guardians, and
4 representatives." See Supp. Lidman Decl., ¶4, Exhibits A and B.

5 **III. CLASS MEMBER RESPONSE DEADLINE**

6 Consistent with the Court's instruction, the Parties revised the Settlement Agreement and
7 prepared and executed the Amended Agreement. In the Amended Agreement, the Parties
8 addressed and corrected the deadline for Class Members to respond to the Class Notice by way
9 of excluding themselves or objecting, as directed by the Court in its January 30, 2025 Tentative
10 Ruling. Specifically, the Parties revised ¶¶7.4-7.7 in the Amended Agreement to state that the
11 response deadline is 45 days, consistent with what is included at ¶1.43. The Amended
12 Agreement now has a consistent response deadline of 45 days. See Supp. Lidman Decl., ¶4,
13 Exhibits A and B.

14 **IV. REQUESTS FOR EXCLUSION LANGUAGE**

15 Consistent with the Court's instruction, the Parties revised the Settlement Agreement and
16 prepared and executed the Amended Agreement. In the Amended Agreement, the Parties
17 addressed and corrected the issue regarding the exclusion language as directed by the Court in its
18 January 30, 2025 Tentative Ruling. Specifically, the Parties removed any requirement that a
19 class member use specific language in order to exclude themselves from the Settlement See
20 Supp. Lidman Decl., ¶4, Exhibits A and B.

21 Dated: February 3, 2025

LIDMAN LAW, APC

22 By: /s/ Scott M. Lidman
23 Scott M. Lidman
24 Attorneys for Plaintiff
25 IVAN LORENO
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