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IRWIN SURIANO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

IRWIN SURIANO, an individual,

Plaintiff,

vs.

TRUE PWR, LLC, a Delaware limited
liability company; and DOES 1 – 10,
inclusive,

Defendants.

Case No.: CVRI2402428

ASSIGNED FOR ALL PURPOSES TO:
The Honorable Harold Hopp
Department 1

REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING MOTION
FOR APPROVAL OF PRIVATE ATTORNEY
GENERAL ACT (“PAGA”) SETTLEMENT AND
JUDGMENT**

Complaint filed: May 23, 2024
FAC filed: October 29, 2024

Date: January 22, 2025
Time: 8:30 a.m.
Dept: 1
Judge: Hon. Harold Hopp

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

The Motion for Approval of PAGA Settlement came before the Court, the Honorable Harold Hopp presiding, on January 22, 2025. The Court having considered the papers and arguments submitted in support of the Motion, HEREBY ORDERS THE FOLLOWING:

1. All terms herein shall have the same meaning as defined in the Settlement Agreement and Release (the “Settlement”), a copy of which is attached hereto as Exhibit 1.

2. Pursuant to California Labor Code Private Attorney General Act (“PAGA”), Cal. Lab. Code §2699(1)(2), (1)(4), the Labor Workforce and Development Agency (“LWDA”) has been given notice of the Settlement. On the date Plaintiff filed the motion seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a Notice of Settlement enclosing a copy of the Settlement. Plaintiff’s Notice of Settlement to the LWDA complied with the requirements of PAGA.

3. The Court confirms approval of the Settlement as to the following group of individuals, collectively referred to as the “Aggrieved Employees”: All persons employed by TRUE PWR, LLC (“TRUE PWR” or “Defendant”) in the State of California in non-exempt positions from July 5, 2023, through October 21, 2024.

4. The Court has jurisdiction over the subject matter of this litigation, over all Aggrieved Employees, and over those persons and entities undertaking affirmative obligations under the Settlement.

5. The Settlement is approved under Cal. Lab. Code §2699(1)(2).

6. The Notice of PAGA Settlement and Release of Claims, attached hereto as Exhibit 2 fairly and adequately describes the Action, the approved Settlement, and is the best notice practicable under the circumstances.

7. The Court approves the following release of claims:

Plaintiff and his, her or their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences [that occurred during the PAGA Period], including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in

1 the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release
2 does not extend to any claims or actions to enforce this Agreement, or to any claims for
3 vested benefits, unemployment benefits, disability benefits, social security benefits,
4 workers' compensation benefits that arose at any time or based on occurrences outside the
5 PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different
6 from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but
7 agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
8 notwithstanding such different or additional facts or Plaintiff's discovery of them.

9 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
10 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which
11 reads:

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

16 All Aggrieved Employees are deemed to release, on behalf of themselves and their
17 respective former and present representatives, agents, attorneys, heirs, administrators,
18 successors and assigns, the Released Parties from all claims for PAGA penalties that were
19 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in
20 the Operative Complaint and the PAGA Notice.

21 8. The Gross Settlement Amount equals \$300,000.00. TRUE PWR shall pay a Total
22 Settlement Amount of \$325,000.00 (\$300,000 as the Gross Settlement Amount and \$25,000.00 as
23 Plaintiff's Individual Settlement Payment). TRUE PWR shall fund the Total Settlement Amount no later
24 than 14 calendar days after the Effective Date. The Effective Date means the date by when both of the
25 following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement
and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the
day the Court enters Judgment.

9. The Administrator will disburse the entire Gross Settlement Amount without asking or
requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross
Settlement Amount will revert to TRUE PWR. The Administrator will disburse Plaintiff's Individual
Settlement Payment at the same time as the Individual PAGA Payment to the PAGA Group.

10. The Gross Settlement Amount, Net Settlement Amount, and the methodology used to
calculate each Aggrieved Employee Settlement Award, in accordance with the Settlement Agreement is

1 approved under Cal. Lab. Code §2699(1)(2).

2 11. The Court authorizes the Settlement Administrator to calculate and pay the Aggrieved
3 Employee Settlement Awards, in accordance with the terms of the Settlement Agreement laid out in the
4 above paragraphs of this Order.

5 12. The Court awards Apex Class Action, the Settlement Administrator in this Action its fees
6 and costs in the amount of \$3,375.00, in accordance with the terms of the Settlement.

7 13. Under the terms of the Settlement, 65% of the Net Settlement Amount will be paid to the
8 State of California Labor Workforce and Development Agency ("LWDA Payment"); the remaining
9 amount of the Net Settlement Amount shall be distributed to the Aggrieved Employees in accordance
10 with the terms of the Settlement.

11 14. Within 14 calendar days after TRUE PWR funds the Total Settlement Amount, the
12 Administrator will mail Plaintiff's Individual Settlement Payment to Plaintiff. The Administrator will
13 issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First
14 Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than
15 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all
16 checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update
17 the recipients' mailing addresses using the National Change of Address Database.

18 15. The Court approves reasonable attorneys' fees in the amount of \$99,990.00 to Plaintiff's
19 counsel in the Action.

20 16. The Court approves reasonable costs in the amount of \$8,941.00 and not to exceed
21 \$9,500.00 to Plaintiff's counsel in the Action.

22 17. The Court retains exclusive and continuing jurisdiction over this Action for the purposes
23 of supervising, administering, implementing, interpreting, and enforcing this Order, as well as the
24 Settlement.

25 18. Nothing in this Judgment or the Settlement shall be construed as an admission or

1 concession by any party. The Settlement and this resulting Judgment simply represent a compromise of
2 disputed allegations.

3 19. Plaintiff is directed to submit a copy of this Judgment to the LWDA within 10 days of the
4 date of this Order.

5 20. After entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the
6 Settlement solely for purposes of (i) enforcing the Settlement Agreement and/or Judgment, (ii) addressing
7 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by
8 law.

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10 DATED: _____

IT IS SO ORDERED

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13 Honorable Harold Hopp,
14 Riverside County Superior Court Judge
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