

LAUREL EMPLOYMENT LAW

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Attorneys for Plaintiff,

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 ~~Chad Firetag~~ Harold Hopp

~~Department 3~~ Department 1

REPRESENTATIVE ACTION

**DECLARATION OF MARTA MANUS IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF SETTLEMENT**

Date: January 22, 2025

Time: 8:30 a.m.

~~Dept. 3~~ Dept. 1

Complaint filed: May 23, 2024

TO THE COURT AND THE PARTIES:

I, Marta Manus, declare and state as follows:

1. I am an associate with the law firm of Laurel Employment Law, counsel of record for Plaintiff. I submit this Declaration in Support of Plaintiffs' Motion for Order Approval PAGA Action Settlement. The following facts are within my personal knowledge and if called to testify I could and would competently testify to them.

2. I am a 2008 California Western School of Law graduate and was admitted to the California State Bar in December 2008. I am admitted to practice in all state courts in California and in all federal

1 courts in California. Since my admission to the California State Bar, I have primarily been litigating
2 employment class and Private Attorneys General Act (“PAGA”) representative actions.

3 3. Plaintiff Irwin Suriano (“Plaintiff”) seeks approval of a \$300,000 non-reversionary PAGA
4 settlement for 66 Aggrieved Employees who were employed by Defendant True PWR LLC from July 5,
5 2023, to October 21, 2024 (“PAGA Period”). Aggrieved Employees means “all non-exempt employees
6 employed by TRUE PWR in California who worked for TRUE PWR during the PAGA Period. Attached
7 hereto as **Exhibit 1** is the fully executed PAGA Settlement Agreement.

8 4. The Total Settlement Amount of \$325,000 includes an Individual Settlement Payment of
9 \$25,000.00 for Plaintiff’s general release of his individual claims, not subject to Court approval and not
10 included in the Gross Settlement Amount.

11 5. Subject to Court approval, the Gross Settlement Amount of \$300,000 will be used to pay
12 the following: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment,
13 PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment. Of the Gross
14 Settlement Amount, \$187,694.00 will be disbursed pursuant to PAGA i.e., \$122,001.10 (65%) will be
15 paid to the LWDA, and \$65,692.90 (35%) will be paid to Aggrieved Employees based on the number of
16 pay periods worked during the PAGA period. Labor Code §2699(i). The Parties agreed to distribute the
17 PAGA penalties on a pro-rata basis based on the number of pay periods worked by each Aggrieved
18 Employee during the PAGA Period. Manus Decl. Based on the 35% allocation, with an aggregate 1,561
19 Pay Periods worked by all Aggrieved Employees, each will receive an estimated \$42.08 per pay period.

20 6. Plaintiff worked for Defendant as a Solar Installer from approximately April 2023 until
21 February 2024. Defendant is a solar energy company providing solar services to residential and
22 commercial customers in California.

23 7. On May 2, 2024, Plaintiff filed an individual complaint alleging various violations of the
24 Labor Code. On July 5, 2024, Plaintiff gave written notice to the Labor Workforce and Development
25 Agency (“LWDA”) and to Defendant notifying them of his intent to pursue PAGA civil penalties

pursuant to Labor Code §2698, *et seq.*, for the same violations of the Labor Code. Attached hereto as **Exhibit 2** is Plaintiff's PAGA notice letter dated July 5, 2024.

8. Shortly thereafter, the Parties agreed to attend mediation to resolve Plaintiff's individual claims as well as the PAGA civil penalty claims on behalf of all allegedly Aggrieved Employees. The Parties engaged in extensive informal discovery with Defendant providing payroll and timekeeping data for all aggrieved employees, which allowed them to prepare for a meaningful and informed session at mediation. In this way, each side would be able to understand the nature of the allegations, the scope of potential liability, and the extent of civil penalties claimed. Plaintiff's counsel reviewed and analyzed the data and calculated civil penalties owed to the aggrieved employees for the PAGA period.

9. The Parties agreed that Plaintiff would not file an amended complaint adding claims under the PAGA until after the mediation was concluded. On October 21, 2024, the parties participated in a full-day mediation with mediator Barbara A. Reeves, which resulted in the parties executing a Memorandum of Understanding. Thereafter, the parties worked together to memorize the terms of their agreement in a fully executed Settlement Agreement. On October 29, 2024, Plaintiff filed a First Amended Complaint ("Operative Complaint") adding claims under the PAGA for civil penalties.

10. The Settlement was reached through extensive, arms'-length, informed negotiations, with the help of an experienced mediator following an informal exchange of information and data.

11. Pursuant to the terms of the PAGA Settlement, Defendant will pay a Total Settlement Amount of \$325,000.00. The Total Settlement Amount means the total amount Defendant agrees to pay, including the Gross Settlement Amount of \$300,000.00 and Plaintiff's Individual Settlement Payment Amount of \$25,000.00.

12. Following Court approval, Defendant will provide the Administrator with the Aggrieved Employee Data (the full name of each Aggrieved Employee, the last known mailing address of each Aggrieved Employee; the social security number of each Aggrieved Employee; and the number of PAGA Pay Periods that each Aggrieved Employee worked during the PAGA Period). Before mailing checks to

the Aggrieved Employees, the Administrator will search the National Change of Address database to update stale addresses and then mail the Aggrieved Employees' Individual PAGA Payment. Included with the settlement checks will be a settlement notice letter informing the Aggrieved Employees of the settlement and their respective payment. If any check remains uncashed after 180 days of mailing, it will be voided and the value of the uncashed check will be forwarded to the State of California, Controller's Office, Unclaimed Property Division for further handling on behalf of the Aggrieved Employee. Attached hereto as **Exhibit 3** is the Settlement Notice Letter.

13. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$65,692.90) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

14. Based on data produced, Plaintiff's counsel analyzed the data provided by Defendant, which included 1,561 pay periods worked by 66 employees. Plaintiff used the damage model based on the actual timekeeping and payroll data provided by Defendant for settlement purposes. Based on a review of its records, Defendant estimates there are 66 Aggrieved Employees who worked a total of approximately 1,561 PAGA Pay Periods. Based on the 35% allocation, with an aggregate 1,561 Pay Periods worked by all Aggrieved Employees, each will receive an estimated \$42.02 per pay period worked in the PAGA Period ($\$65,692.90/1,561 = \$42.08$).

15. For mediation purposes, PAGA penalties were calculated using the initial violation rate of \$100 per pay period each for each claim. In evaluating the total value of the PAGA penalties, Plaintiffs had to consider that the award of PAGA penalties is uncertain, because the actual award is within the Court's discretion. As such, maximum exposure was discounted for several reasons, i.e., the risk of not proving underlying violations, and Court's authority to reduce penalties, as long as not to "zero."

16. Aggrieved Employees could claim a maximum PAGA penalty of \$943,200.00. However,

Defendant's potential exposure for PAGA penalties was reduced by approximately 25% to account for the risk associated with the judge's discretion to reduce penalties. Then, the amount of \$707,400.00 was discounted again by 50% to account for risks associated with litigation and proving the underlying claims at trial. Accordingly, Plaintiff calculated the final realistic exposure for PAGA civil penalties as \$353,700.00. Considering the realistic maximum reasonable penalty of \$353,700.00, a Gross Settlement amount of \$300,000, with PAGA penalties of \$187,694.00 is a fair and reasonable amount warranting approval.

17. Plaintiff's claim for failure to pay minimum and overtime wages is predicated on Defendant's alleged unlawful practice to auto-deduct time for meal periods that Defendant knew were not taken. Plaintiff and other Aggrieved Employees were not able to take meal periods, including second meal periods yet was auto-deducted one (1) hour per shift (30-minutes for two meal breaks) and failed to pay any wages for hours worked during falsely recorded meal periods. Plaintiff calculated the total maximum and reasonable exposure for civil penalties would be for this violation to be \$156,100 (1,561 pay periods x \$100).

18. Plaintiff alleged that allegedly Aggrieved Employees were not provided off-duty, uninterrupted, timely meal periods before the end of their fifth hour of work and similarly were not provided timely, off-duty rest periods in violation of Labor Code §226.7 and 512. Plaintiffs also calculated the civil penalty for failure to provide rest period. The failure to provide rest periods is a violation of Labor Code §§226.7 and 512. Under Labor Code §226.7, the PAGA provides for a \$100 penalty rate for an initial violation and \$200 penalty rate for each subsequent violation per affected pay period pursuant to Labor Code §2699(f)(2). Accordingly, Plaintiff estimated Defendant's maximum exposure for civil penalties for the failure to provide meal periods in violation of Labor Code §512 to be \$156,100 (1,561 pay periods x \$100). Plaintiff estimated Defendant's maximum exposure for civil penalties for the failure to provide rest periods in violation of Labor Code §512 to be \$156,100 (1,561 pay periods x \$100).

1 19. Plaintiff alleged that Defendant failed to record the beginning and ending time of each
2 shift, including meal periods in violation of Labor Code § 1174. Again, Plaintiff used the default \$100
3 penalty per pay period. Plaintiff estimated Defendant's maximum exposure for civil penalties for
4 violation of Labor Code §1174 to be \$156,100 (1,561 pay periods x \$100).

5 20. In evaluating the amount of civil penalties potentially owed for allegedly failing to provide
6 wage statements due to purportedly failing to pay all wages and record all hours worked, Plaintiff
7 believed it would be unlikely to obtain both Labor Code §226.3 penalty for derivative wage statement
8 violations. Therefore, Plaintiff used the default \$100 penalty per pay period. Plaintiff estimated
9 Defendant's maximum exposure for civil penalties violation of Labor Code §226 to be \$156,100 (1,561
10 pay periods x \$100).

11 21. Plaintiff alleged employees were required to use personal cell phones for work purposes
12 without reimbursement, including downloading mobile applications on personal cell phones. Again,
13 Plaintiff used the default \$100 penalty per pay period. However, arguably, the reimbursement would be
14 limited to a monthly basis rather than pay period and would potentially be lower. Plaintiff estimated
15 Defendant's maximum exposure for civil penalties for the violation of Labor Code §2802 to be \$156,100
16 (1,561 pay periods x \$100).

17 22. Plaintiff's calculation for violation of Labor Code §203 was based on 66 terminated
18 employees during the PAGA Period and amounted to \$6,600.00 (\$100 x 66).

19 23. PAGA Counsel requests \$99,990.00 for their attorneys' fees, (33.33% of the Gross
20 Settlement Amount), and up to \$9,500.00 in litigation costs. As of the date of the filing of this Motion
21 and to bring this settlement to a final closure, PAGA Counsel will have incurred \$57,570.00 in attorneys'
22 fees and \$8,941.00 in litigation costs. PAGA Counsel have worked 88 hours prosecuting this Lawsuit
23 and calculate the resulting lodestar fee on those hours at \$57,570.00. The hours expended were reasonable
24 considering the complexity and duration of the litigation. PAGA Counsel's skill and experience support
25 their hourly rates and are in line with rates typically approved in wage and hour class action and

1 representative action litigation in California.

2 24. PAGA Counsel's request for 33.33% of the common fund created falls in the lower range
3 of fee percentage awards which commonly range from 20% to 50% of a common fund. The requested
4 sum constitutes fair compensation for undertaking complex, risky, expensive, and time-consuming
5 litigation, strictly on a contingent basis, and for the results achieved for the State, and the Aggrieved
6 Employees, as well as Defendant's current and future employees. Numerous state and federal courts in
7 California routinely approve fee requests equal to or more than the amount sought here.

8 25. The LWDA was provided with the Motion for Approval of PAGA Settlement and the
9 Agreement. The LWDA raised no objection. One the same date this motion and its supporting documents
10 are filed with the Court, they will be serviced upon Defendant and provided to the LWDA via the
11 LWDA's website, using the appropriate intake form.

12 I declare under penalty of perjury under the laws of California that the foregoing is true and
13 correct, and that this Declaration was executed on 4th day of December at San Diego, California.
14

15 DATED: December 16, 2024

LAUREL EMPLOYMENT LAW



Joshua White, Esq.

Marta Manus, Esq.

Attorneys for Plaintiff, IRWIN SURIANO

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Irwin Suriano (“Plaintiff”) and Defendant True PWR LLC (“True PWR”). The Agreement refers to Plaintiff and True PWR collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against TRUE PWR captioned Irwin Suriano v. True PWR LLC initiated on May 2, 2024, and pending in Superior Court of the State of California, County of Riverside, Case No: CVR12402428.
- 1.2 “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employee” means all non-exempt employees employed by TRUE PWR in California who worked for TRUE PWR during the PAGA Period (as defined below).
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in TRUE PWR’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods worked during the PAGA Period.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Court” means the Superior Court of California, County of Riverside.
- 1.8 “Defense Counsel” means Alex Richter of Rupal Law.
- 1.9 “Effective Date” means the date by when both of the 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.
- 1.10 “Gross Settlement Amount” means \$300,000.00¹ which is the amount TRUE PWR

¹ Defendant agrees to pay \$300,000.00 in settlement of the Aggrieved Employees PAGA claims and an additional \$25,000.00 to Plaintiff as an individual settlement for a general release of claims for a total settlement of \$325,000.00

agrees to pay in addition to Plaintiff's Individual Settlement Payment of \$25,000.00 for a Total Settlement Amount, as defined below, equal to \$325,000.00. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment.

- 1.11 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.13 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.14 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.15 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16 "PAGA Counsel" means Marta Manus and Joshua White of Laurel Employment Law APC, the attorneys representing the Plaintiff in the Action.
- 1.17 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for TRUE PWR for at least one day during the PAGA Period.
- 1.19 "PAGA Period" means the period from July 5, 2023, to October 21, 2024.
- 1.20 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. *et seq.*).
- 1.21 "PAGA Notice" means Plaintiff's July 5, 2024, letter to TRUE PWR and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.22 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$65,497.25) and

However, the Plaintiff's Individual Settlement Payment is not included in the Gross Settlement Amount and was negotiated by the Parties at the mediation as a separate amount payable to Plaintiff for his individual claims, not subject to Court approval.

the 65% to LWDA (\$121,637.75) in settlement of PAGA claims.

- 1.23 “Plaintiff” means Irwin Suriano, the named plaintiff in the Action.
- 1.24 “Plaintiff’s Individual Settlement Payment” means the \$25,000.00 payment to Plaintiff in exchange for Plaintiff’s general release of his individual claims, not subject to Court approval. Plaintiff’s individual Settlement is not included in the Gross Settlement Amount.
- 1.25 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.27 “Released Parties” means TRUE PWR and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, and subsidiaries.
- 1.28 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29 “Total Settlement Amount” means the \$325,000.00 total amount Defendant agrees to pay under the Settlement, including the Gross Settlement Amount of \$300,000.00 and Plaintiff’s Individual Settlement Amount of \$25,000.00.
- 1.30 “TRUE PWR” means named Defendant True PWR LLC.

2. RECITALS.

- 2.1 On May 2, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against TRUE PWR for: 1) failure to provide meal periods; 2) failure to provide rest periods; 3) failure to pay overtime; 4) failure to pay wages for all hours worked; 5) failure to indemnify employee expenses; 6) manipulation of time records (failure to maintain accurate records); 7) failure to provide accurate itemized wage statements; 8) violations of Business and Professions Code § 17200, *et seq.*; and 9) failure to pay minimum wages. On October 24, 2024, Plaintiff filed a First Amended adding a cause of action for civil penalties under the PAGA. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). TRUE PWR denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies all liability for the causes of action alleged.
- 2.2 On July 5, 2024, pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to TRUE PWR and the LWDA by sending the PAGA Notice.
- 2.3 On October 21, 2024, the Parties participated in an all-day mediation presided over by Barbara Reeves which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained informal discovery from Defendant including timekeeping, payroll and pay period data for Plaintiff and the Aggrieved Employees.

2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. The Gross Settlement Amount equals \$300,000.00. TRUE PWR promises to pay a Total Settlement Amount of \$325,000.00 (\$300,000 as the Gross Settlement Amount and \$25,000.00 as Plaintiff's Individual Settlement Payment). TRUE PWR has no obligation to pay any portion of the Total Settlement Amount payment prior to the deadline stated in Paragraph 6.1 of this Agreement. 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.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount (equal to \$99,990.00) and PAGA Counsel Litigation Expenses Payment, currently estimated to be \$8,941.00 and not to exceed \$9,500.00, subject to Court approval. TRUE PWR will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds TRUE PWR harmless, and indemnifies TRUE PWR, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To Plaintiff: An Individual Settlement Payment of not more than \$25,000.00 to named Plaintiff Irwin Suriano for settlement of his individual claims, for which Plaintiff shall execute a general release of claims.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$3,375.00 except for a showing of good cause and as approved by the Court. To the extent the

Administration Expenses are less, or the Court approves payment less than \$3,375.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of to be paid from the Gross Settlement Amount, with 65% (\$121,637.75) allocated to the LWDA PAGA Payment and 35% (\$65,497.25) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$65,497.25) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, TRUE PWR estimates there are 66 Aggrieved Employees who worked a total of approximately 1,561 PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 15 calendar days, TRUE PWR will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. TRUE PWR has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which TRUE PWR must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Total Settlement Amount. TRUE PWR shall fully fund the Total Settlement Amount by transmitting the funds to the Administrator no later than 14 calendar days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 calendar days after TRUE PWR

funds the Total Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.5 Payment of Plaintiff's Individual Settlement Amount. Within 14 calendar days after TRUE PWR funds the Total Settlement Amount, the Administrator will mail Plaintiff's Individual Settlement Payment to Plaintiff.

4.5.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.5.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 calendar days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.5.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.5.4 The payment of Individual PAGA Payments shall not obligate TRUE PWR to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when TRUE PWR fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

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

5.1.1 Plaintiff’s Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Aggrieved Employees:

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

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the

LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (1)(1)), this Agreement (Lab. Code, § 2699, subd. (1)(2)); (iv) and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 calendar days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order Granting Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES/ESCALATOR CLAUSE

Based on its records, TRUE PWR estimates that, as of the date of this Settlement Agreement, there are 66 Aggrieved Employees who worked 1,561 Pay Periods during the PAGA Period. If it is determined that the total number of pay periods collectively worked by the PAGA Group during the PAGA Period is more than 10% greater than 1,700 pay periods that Defendant represented there to be, then Defendant agrees to increase the Gross Settlement Amount on a proportional basis to the extent the threshold is exceeded (e.g., if the total number of pay periods during the PAGA Period is actually 11% more than 1,700 pay periods – the GSA will increase by one percent (1%)). Alternatively, Defendant may elect to shorten the PAGA Period to stay within the 10% cushion.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by TRUE PWR that any of the allegations in the Operative Complaint have merit or that TRUE PWR has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that TRUE PWR's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, TRUE PWR reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest TRUE PWR's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and TRUE PWR, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, TRUE PWR nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data

provided to PAGA Counsel by TRUE PWR in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from TRUE PWR unless, prior to the Administrator's payment of all Settlement Funds, TRUE PWR makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Marta Manus, Esq.
marta@laurelemploymentlaw.com
Joshua White, Esq.
josh@laurelemploymentlaw.com
Laurel Employment Law, APC
6309 Van Nuys Blvd., Suite 111
Van Nuys, CA 91401

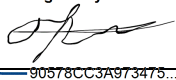
To TRUE PWR:

Mandeep S. Rupal, Esq.
mrupal@rupallaw.com
Alexander W. Richter, Esq.
alex@rupallaw.com
Law Office of Mandeep S. Rupal
4340 Green River Rd., Suite 209
Corona, CA 92878

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

DATED: 11/4/2024 _____

Signed by: 
90578CC3A973475...
PLAINTIFF IRWIN SURIANO

DATED: _____

TRUE PWR LLC
TITLE: _____

APPROVED AS TO FORM AND CONTENT:

DATED: 11/4/2024 _____

Signed by: 
595C394ED9AE4B1...
Marta Manus, Esq.
Joshua White, Esq.
LAUREL EMPLOYMENT LAW APC
Counsel for Plaintiff

DATED: _____

Alex W. Richter, Esq.
RUPAL LAW
Counsel for Defendant

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

DATED: _____

PLAINTIFF IRWIN SURIANO

DATED: 11 / 06 / 2024



TRUE PWR LLC
TITLE: _____ CEO

APPROVED AS TO FORM AND CONTENT:

DATED: _____

Marta Manus, Esq.
Joshua White, Esq.
LAUREL EMPLOYMENT LAW APC
Counsel for Plaintiff

DATED: 11/06/2024



Alex W. Richter, Esq.
RUPAL LAW
Counsel for Defendant

EXHIBIT 2



July 5, 2024

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorney General Act (PAGA) – Filing

VIA EMAIL

Alex Richter
Michelle McCollum
RUPAL LAW
4740 Green River Road, Suite 209
Corona, CA 92878
alex@rupallaw.com
michelle@rupallaw.com

Re: Irwin Suriano v. TRUE PWR, LLC, et al.
PAGA Notice

Dear Labor and Workforce Development Agency and TRUE PWR, LLC:

I represent Irwin Suriano (“Plaintiff” or “Mr. Suriano”), an employee of TRUE PWR, LLC (“Employer”). Pursuant to Cal. Labor Code §2699, et seq, my client is giving notice of the alleged Labor Code violations stated below. If the Labor and Workforce Development Agency (“LWDA”) does not have time or interest in investigating these matters, please inform me of your intent to not investigate at the following address:

LAUREL EMPLOYMENT LAW APC
6309 Van Nuys Boulevard, Suite 111
Van Nuys, California 91411
josh@laurelemploymentlaw.com

My client was employed by Employer from April 2023 to February 2024. The company’s address where my client was employed is:

TRUE PWR, LLC
15298 Madrone Ct
Lake Elsinore, CA 92530

Laurel Employment Law APC

Below are the facts regarding the various Labor Code violations committed against my client as well as all other aggrieved TRUE PWR, LLC employees in California. My client believes that all of the following Labor Code violations were committed against all employees working in a similar capacity. In addition, other hourly employees, employed by Employer in California, were also subjected to the same Labor Code violations by Employer.

This letter contains information available to Mr. Suriano at this time. Therefore, the information set forth in this Notice is subject to modification based on the information to be received during the course of future proceedings.

Identity of "Employees:"

Mr. Suriano intends to pursue PAGA claims on his own behalf and on the behalf of other current and former employees of the entities/individual referenced below who performed non-exempt work for said entities/individual and were either: 1) classified as a non-exempt employee or 2) should have been classified as a non-exempt employee. Said employees are limited to employees performing work for said entities/individuals at any time during the following time period: One (1) year prior to the date of this PAGA Notice letter and continuing until the unlawful employment practices are stopped and/or a judgment is entered.

Said employees are collectively hereinafter referred to as "Employees." The names of Employees (other than Mr. Suriano) are contained within the personnel records of Employer.

Identity and Capacity of Employers/Joint Employers

Mr. Suriano intends to pursue a PAGA action against his Employer (i.e. TRUE PWR, LLC) and its parent companies, subsidiaries, successors, owners, officers, directors, and managing agents (collectively referred to as "Employer"). Mr. Suriano will seek to hold all owners, directors, officers and managing agents of his Employer, personally liable for said violations to the extent permitted under Labor Code §558 and/or Labor Code §558.1.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein and there exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Further, each of the business entities are, and at all times mentioned herein were, mere shells, instrumentalities, and conduits through which the other above-referenced entities/individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist. Therefore, in the PAGA action, Mr. Suriano will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

It should further be noted that Employer and its parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint employers of Employees for the following reasons:

Suriano v. TRUE PWR, LLC

PAGA Notice

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1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Employees.

Supporting Facts

Irwin Suriano experienced multiple wage and hour violations during his employment with TRUE PWR LLC, where he was paid an hourly wage of \$26.00. These violations include the failure to provide legally mandated meal and rest periods, with Mr. Suriano being coerced into signing a waiver for his second meal break upon hiring, which was subsequently used to deny him these breaks. His time records were altered by his supervisor, Kenneth Roy, to indicate meal breaks that were not taken, thereby reducing his compensable hours and resulting in unpaid wages. Additionally, Mr. Suriano regularly worked over 40 hours per week, often exceeding 50 hours, but was not compensated for all overtime hours due to the manipulation of his time records. He was also required to use his personal vehicle for work-related travel without reimbursement for these expenses or for travel time back to the office, further contributing to the financial harm he suffered. These actions represent a systematic effort by True PWR LLC to undermine labor standards and exploit their workforce, leading to significant financial and personal distress for Mr. Suriano.

These violations and the lack of clarity in employer transition necessitate legal scrutiny to rectify the situation and provide Mr. Suriano with the compensation and working conditions he is legally entitled to.

These persistent violations form the basis of the claims under the Private Attorneys General Act (PAGA), where Mr. Suriano seeks to address and rectify the systemic disregard for labor laws at TRUE PWR LLC, advocating not only for himself but also for his fellow employees who experienced similar unlawful working conditions.

Therefore, as supported by the allegations above, Employer has engaged in the following employment practices known to date to be in violation of California employment laws:

Overtime Violations

Employer has violated and continues to violate Labor Code §§500, 510, 1198, and Industrial Welfare Commission Wage Orders, including IWO 2 and 3 (or other applicable law, wage order and/or regulation) by failing to pay Employees overtime compensation as required under California law as follows:

Employees working more than 8 hours in a workday have not been paid time and one-half. Instead, they either were not paid for the time they worked over 8 hours, or they were only paid regular wages rather than overtime wages.

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Employees working more than 40 hours in a workweek have not been paid time and one-half. Instead, they either were not paid for the time they worked over 40 hours in a week, or they were only paid regular wages rather than overtime wages.

The Employer's failure to pay Employees overtime wages in accordance with the Labor Code has been, in part, accomplished by wrongfully failing to include all of the times that Employees worked in calculating Employees' wages during each pay-period that Employees were employed.

Minimum Wage Violations

The Employer has violated and continues to violate Labor Code §§1182.12, 1194, 1198, and Industrial Welfare Commission Wage Orders, including IWO 2 and 3 (or other applicable law, wage order, regulation and/or local law/ordinance regulating the minimum wage owed to employees who work in the County of Los Angeles and its incorporated cities) by failing to pay Employees at least the minimum wage required under the law.

Specifically, because not all of the time worked by Employees has been/is being reported on the Employees' time records and/or paychecks, Employees have not been paid at least the minimum wage for all the time they actually worked for the Employer.

Meal Period Violations

If not on a daily basis, then on multiple times during each pay period, Employer has engaged, and continues to engage, in the business-wide practice of not providing Employees with legally compliant meal periods as mandated under California law as follows:

a) In violation of Labor Code §512 and the above-referenced IWOS, Employer has failed, and continues to fail, to provide Employees working 5.1 to 10 hours in their workday with at least one 30-minute unrestricted and uninterrupted meal period within the first 5 hours of their workday. Instead, Employees are provided their meal periods more than 5 hours after beginning their workday. Additionally, in violation of Labor Code §226.7, Employer failed to pay said Employees one hour of pay (aka premium pay) for each day a legally compliant meal break was not provided.

b) In violation of Labor Code §512 and the above-referenced IWOS, Employer has failed, and continues to fail, to provide Employees working 10.1 to 14 hours in their workday with a second 30-minute, unrestricted and uninterrupted meal period within the first ten hours of their workday. Instead, Employees are either not provided with a meal period or, when they are provided a meal period, the meal period is not timely, it is interrupted, and/or the Employees are required to remain on duty. Additionally, in violation of Labor Code §226.7, Employer failed to pay said Employees one hour of pay (aka premium pay) for each day the required second meal period was not provided.

Based on the information known to date, it is believed that every Employee was denied at least one legally compliant meal period every pay period that they worked for Employer. The total number of pay periods that each Employee was denied one or more meal periods can be determined

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via the time records of the Employees during the statutory time period Mr. Suriano and others were denied a legally compliant meal period multiple times every pay period.

Rest Break Violations

If not on a daily basis, then on multiple times during each pay period, Employer has engaged, and continues to engage, in the business-wide practice of not authorizing and/or permitting Employees to take the paid rest breaks they are entitled to under California law as follows:

a) In violation of Labor Code §512 and the above-referenced IWOS, Employer has failed, and continues to fail, to authorize and/or permit Employees working 3.5 to 6 hours in a workday to take at least one paid unrestricted and uninterrupted 10-minute net rest break in the middle of their daily work periods even though it was practical for Employees to take such rest breaks. Instead, rest breaks were not paid and/or were not provided in the middle of the work period. Additionally, in violation of Labor Code §226.7, The Employer failed to pay said Employees one hour of pay (aka premium wages) for each day that required rest breaks were not authorized and/or permitted.

b) In violation of Labor Code §512 and the above-referenced IWO, The Employer has failed, and continues to fail, to authorize and/or permit Employees working 6.1 to 10 hours in a workday to take at least two paid unrestricted and uninterrupted 10-minute rest breaks in the middle of each of their daily work periods even though it was practical for Employees take such rest breaks. Instead, Employees were either not given such rest breaks; or, when they were given rest breaks, the breaks were interrupted and/or Employees were required to remain on- duty during their rest breaks. Additionally, in violation of Labor Code § 226.7, The Employer failed to pay said Employees one hour of pay (aka premium pay) for each day the required rest breaks were not authorized and/or permitted.

Based on the information known to date, it is believed that every Employee was denied one legally compliant rest break every pay period that they worked for Employer. The total number of pay period violations that each Employee suffered from one or more rest break violations can be determined via the time records of the Employees during the statutory time period. Mr. Suriano and others were denied a legally compliant rest break multiple times per pay period.

Timely Wage Payment Violations

Employer has violated and continues to violate Labor Code §§204-204b and the applicable wage order by failing to pay Employees the wages they were due within the timeframes set forth in Labor Code §§204-204b. Such failures occurred in at least the following ways:

- a) Employer has not paid Employees overtime pay;
- b) Employees have not been paid the premium pay wages owed by Employer for missed, untimely, restricted, interrupted and/or short rest breaks;

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- c) Employees have not been paid the premium pay wages owed by Employer for missed, untimely, restricted, interrupted and/or short meal periods;
- d) Employees have not been paid minimum, regular and/or overtime wages for time worked but not included in the calculations of Employees' wages included in the Employees' paychecks and/or wage statements;
- e) Employees have not been paid minimum, regular and/or overtime wages owed for on-duty meal periods;
- f) Employees who have worked more than 8 hours to 12 hours in a workday have not been paid time and one-half; and
- g) Employees who have worked more than 40 hours in a workweek have not been paid time and one-half.

Because Employees were not compensated for the above-referenced wages, Employees were not paid such wages within the timeframes set forth in Labor Code §§204-204b and Employees have not been paid the penalties set forth in §210.

Wage Statement Violations

Employer has adopted, and continues to adopt, a custom and practice of failing to provide wage statements to Employees that comply with Labor Code §226 in the following ways:

Employer does not provide wage statements that accurately report net wages earned and total hours worked. Employer's wage statements do not accurately record the total hours worked or the gross/net wages earned by Employees or:

- Premium pay wages for missed, untimely, restricted, interrupted and/or short rest breaks as referenced above.
- Premium pay wages for missed, untimely, restricted, interrupted and/or short meal periods as referenced above.
- Regular and/or overtime wages for time worked but not reported on Employer's time records.
- Regular and/or overtime wages for on-duty meal periods.
- Earned overtime wages.
- Owed wages due to Employer's failure to comply with minimum wages laws.

Employer's wage statements have not always accurately recorded all the deductions deducted from Employees' wages.

Employer's wage statements do not accurately set forth all the hourly rates in effect to the pay period and/or the accurate corresponding number of hours worked at each hourly rate by Employees.

Waiting Time Violations at Time of Separation

Employer has violated and continues to violate Labor Code §§201-202 by failing to pay Employees who have become separated from Employer the complete and correct amount of all wages owed to such Employees at the time of their separation within the timeframes mandated by Labor Code §§201-202 in the following ways:

1. For Employees who have been terminated, Employer has failed, and continues to fail, to pay said employees all wages due and payable immediately at the time of their termination;
2. For Employees who have given at least 72-hours-notice of resigning or otherwise separating from Employer, Employer has failed (and continues to fail) to pay said Employees all wages due and payable on their last day of work;
3. For Employees who have resigned or otherwise separated from Employer and have not given at least 72 hours' notice, the Employer has failed (and continues to fail) to pay said Employees all wages due and payable within 72-hours;
4. Employees who have become separated from Employer (whether by termination, resignation or otherwise) have not been paid the premium pay wages owed at the time of separation for missed, untimely, restricted, interrupted and/or short rest breaks;
5. Employees who have become separated from Employer (whether by termination, resignation or otherwise) have not been paid the premium pay wages owed at the time of separation for missed, untimely, restricted, interrupted and/or short meal periods. Employees who have become separated from Employer (whether by termination, resignation or otherwise) have not been paid regular and/or overtime wages owed at the time of separation for time worked but not reported on Employer's time sheets and/or wage statements;
6. Employees who have become separated from Employer (whether by termination, resignation or otherwise) have not been paid regular and/or overtime wages owed at the time of separation for on-duty meal periods;
7. Employees who have become separated from Employer (whether by termination, resignation or otherwise) have not been paid the overtime wages owed at the time of separation;
8. Employees who have become separated from Employer (whether by termination, resignation or otherwise) have not been paid wages owed due to Employer failure to pay at least the minimum wage mandated by law; and

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9. Employees who have become separated from Employer (whether by termination, resignation or otherwise) have not been paid the wages they are owed for unpaid rest breaks.

Since none of the separated employees have been paid the entirety of the wages they were owed at the time of their separation, each such Employee is entitled to continuing wages for the 30-day maximum set forth in Labor Code §203 (see below). The number of pay period violations of Labor Code §§201-202 can be determined from information contained in Employer's employment records including records which show when Employees became separated from employment with Employer, when said Employees were paid their final wages from Employer and what wages were paid as well as records regarding the total number of Employees who have become separated from employment during the statutory period (the number will continue to grow until the illegal practice is stopped).

Conclusion

If the State of California intends to investigate the matters set forth herein, please inform our offices as soon as possible as prompt administrative action will permit the identified unlawful practices to be rectified in prompt fashion. If the State of California does not send notification of its intent to investigate the alleged violations set forth herein, then pursuant to Labor Code §2698 *et seq.* (PAGA), Mr. Suriano reserves the right to file a PAGA cause of action seeking all available damages, penalties, and remedies as well as attorneys' fees, interest, and costs against Employer, as permitted under the PAGA. Should the State of California require any additional information, please do not hesitate to contact the undersigned.

Sincerely,



Joshua White, Esq.

EXHIBIT 3

DATED:

NOTICE OF REPRESENTATIVE ACTION SETTLEMENT

Re: *Irwin Suriano v. True PWR, LLC*, Superior Court, County of Riverside, Case No. CVRI2402428

Apex Class Action Administration
18 Technology Drive, Suite 154
Irvine, CA 92618
(949) 878-3676

Dear True PWR, LLC Current or Former Employee:

A settlement was reached between Plaintiff Irwin Suriano and Defendant True PWR, LLC. On October 21, 2024, the Court issued an Order approving settlement of the claim Plaintiff brought against Defendant pursuant to the Private Attorneys General Act of 2004 (“PAGA”) for alleged failure to provide meal and rest periods, failure to pay minimum and overtime wages, failure to indemnify employee expenses, failure to maintain accurate records, failure to provide accurate itemized wage statements, violation of Business and Professions Code section 17200, *et seq.*, and violation of the PAGA. Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

After accounting for Court approved deductions from the Settlement amount for attorney’s fees and costs, administration of the settlement, the remainder is \$187,694.00. Of the remainder, the law requires that 65% is allocated to the State of California and 35% is allocated to the eligible employees (described below). Therefore, the State of California will receive \$122,001.10 (65% of the penalties) and the eligible employees will each receive a pro rata share of the remaining \$65,692.90 (35% of the penalties).

The employees eligible to receive a payment under this Settlement are defined as All non-exempt employees who worked for True PWR, LLC at any time during the period July 5, 2023, through October 21, 2024 (“Aggrieved Employees”).

The enclosed check represents your pro-rata share of the penalties and is based on a formula that considered the total number of pay periods you worked during the time from July 5, 2023, through October 21, 2024.

By way of this Settlement, you True PWR, LLC from all claims for PAGA civil penalties pursuant to Labor Code Section 2699 for violation of Labor Code sections 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 2802, and 2698, *et seq.*)

Your check is valid for 180 days from the date of issuance. Funds attributable to any uncashed checks will be sent to the California Controller’s Unclaimed Property Fund in the name of the Aggrieved Employee.

If you have any questions concerning this Settlement, please contact Sean Hartranft at (949) 878-3676.

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On December 16, 2024, I served the foregoing document(s) described as:

on all interested parties in this action as set forth on the attached service list in the following manner:


Lorrie Davila