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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF RIVERSIDE**

13 IRWIN SURIANO, an individual,

14 Plaintiff,

15 vs.

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

19 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: April 4, 2025  
Time: 8:30 a.m.  
Dept: 1  
Judge: Hon. Harold Hopp

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

APR 04 2025

E. Escobedo

CA1

APR 07 2025

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

2 The Motion for Approval of PAGA Settlement came before the Court, the Honorable Harold  
3 Hopp presiding, on March 11, 2025. The Court having considered the papers and arguments submitted  
4 in support of the Motion, HEREBY ORDERS THE FOLLOWING:

5 1. All terms herein shall have the same meaning as defined in the Settlement Agreement and  
6 Release (the "Settlement"), a copy of which is attached hereto as Exhibit 1, and the Addendum to the  
7 PAGA Settlement Agreement, a copy of which is attached hereto as Exhibit 2.

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

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

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

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

20 6. The Notice of PAGA Settlement and Release of Claims, attached hereto as Exhibit 3 fairly  
21 and adequately describes the Action, the approved Settlement, and is the best notice practicable under  
22 the circumstances.

23 7. The Court approves the following release of claims:

24 Plaintiff and his, her or their respective former and present spouses, representatives,  
25 agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns  
26 generally, release and discharge Released Parties from all claims, transactions or  
27 occurrences [that occurred during the PAGA Period], including, but not limited to: all  
28 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.

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.

Release by Aggrieved Employees: Plaintiff releases all claims for statutory penalties that could have been sought by the Labor Commissioner for violations identified in plaintiff's pre-filing letter to the LWDA. Plaintiff does not release any other aggrieved employee's claim for wages and damages.

8. The Gross Settlement Amount equals \$300,000.00. TRUE PWR shall 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 shall fund the Total Settlement Amount no later than 14 calendar days after the Effective Date. The 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.

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

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

1           12.     The Court awards Apex Class Action, the Settlement Administrator in this Action its fees  
2 and costs in the amount of \$2,720.00, in accordance with the terms of the Settlement.

3           13.     Under the terms of the Settlement, 65% of the Net Settlement Amount (\$122,063.50) will  
4 be paid to the State of California Labor Workforce and Development Agency ("LWDA Payment"); the  
5 remaining amount of the Net Settlement Amount (\$65,726.50) shall be distributed to the Aggrieved  
6 Employees in accordance with the terms of the Settlement.

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

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

16           16.     The Court approves reasonable costs in the amount of \$9,500.00 to Plaintiff's counsel in  
17 the Action.

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

21           18.     Nothing in this Judgment or the Settlement shall be construed as an admission or  
22 concession by any party. The Settlement and this resulting Judgment simply represent a compromise of  
23 disputed allegations.

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

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

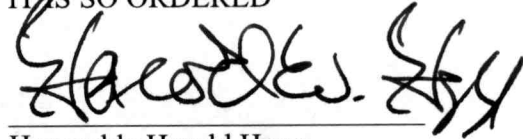
1 law.

2 21. The Court shall set a hearing Final Accounting (Nonappearance) on May 30, 2025, at 8:15  
3 a.m. No later than five (5) court days prior to the Final Accounting hearing, Plaintiff shall file a report of  
4 the Settlement Administrator regarding the status of distribution of funds.

5  
6  
7 DATED:

April 1, 2025

IT IS SO ORDERED



Honorable Harold Hopp,  
Riverside County Superior Court Judge

# 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 \$300,000.00<sup>1</sup> which is the amount TRUE PWR

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<sup>1</sup> 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

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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. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(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@lauremploymentlaw.com  
Joshua White, Esq.  
josh@lauremploymentlaw.com  
Laurel Employment Law, APC  
6309 Van Nuys Blvd., Suite 111  
Van Nuys, CA 91401

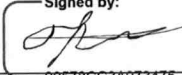
To TRUE PWR:

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

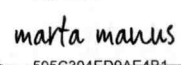
Signed by:  
  
90578CC3A973475...  
PLAINTIFF IRWIN SURIANO

DATED:

TRUE PWR LLC  
TITLE:

**APPROVED AS TO FORM AND CONTENT:**

DATED: 11/4/2024

Signed by:  
  
595G394ED9AE4B1...  
Marta Manus, Esq.  
Joshua White, Esq.  
LAUREL EMPLOYMENT LAW APC  
Counsel for Plaintiff

DATED:

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

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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

\_\_\_\_\_  
*Alexander W. Richter*  
Alex W. Richter, Esq.  
RUPAL LAW  
Counsel for Defendant

## EXHIBIT 2

**LAUREL EMPLOYMENT LAW**  
Joshua White (State Bar No. 278166)  
[josh@laurelemploymentlaw.com](mailto:josh@laurelemploymentlaw.com)  
Marta Manus (State Bar No. 260132)  
[marta@laurelemploymentlaw.com](mailto:marta@laurelemploymentlaw.com)  
808 Wilshire Blvd., Suite 200  
Santa Monica, CA 90401  
Telephone: (310) 929 - 6371

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

**ADDENDUM TO PAGA SETTLEMENT  
AGREEMENT**

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This Addendum incorporates by reference all terms and conditions of the PAGA Settlement Agreement. But for those specific terms and conditions that this Addendum modifies, all Settlement terms and conditions will remain effective and enforceable. Any inconsistencies or differences between this Addendum and the Settlement will be interpreted and construed in favor of this Addendum.

1.22 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to Aggrieved Employees (\$65,726.50) and 65% to the LWDA (\$122,063.50) in settlement of PAGA claims.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$2,720.00 except for a showing of good cause and approved by the Court. To the extent the Administrator Expenses are less, or the Court approves payment less than \$2,720.00 the Administrator will retain the remainder in the Net Settlement Amount.

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 (\$65,726.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the results 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.

5.2 Release by Aggrieved Employees: Plaintiff releases all claims for statutory penalties that could have been sought by the Labor Commissioner for violations identified in plaintiff's pre-filing letter to the LWDA; Plaintiff does not release any other aggrieved employee's claim for wages and damages.

DATED: March 19, 2025

**LAUREL EMPLOYMENT LAW**

Marta Manus

Joshua White, Esq.

Marta Manus, Esq.

Attorneys for Plaintiff, IRWIN SURIANO

DATED: March 19, 2025

**LAW OFFICE OF MANDEEP S. RUPAL**

Alexander W. Richter

Mandéep S. Rupal, Esq.

Alexander W. Richter, Esq.

Attorneys for Defendant, TRUE PWR, LLC

# EXHIBIT 3

[DATE]

**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 [DATE] 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 Gross Settlement amount of \$300,000 for attorney's fees and costs, administration of the settlement, the remainder is \$187,726.50. 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 \$122,063.50 (65% of the penalties) and the eligible employees will each receive a pro rata share of the remaining \$65,726.50 (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 PAGA civil 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.

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 [PHONE].

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*Iwrin Suriano v. TRUE PWR, LLC, et al; Case No: CVRI2402428*

On March 20, 2025, I served the foregoing document(s) described as: **[PROPOSED] ORDER GRANTING MOTION FOR APPROVAL OF PRIVATE ATTORNEY GENERAL ACT (“PAGA”) SETTLEMENT AND JUDGMENT** on all interested parties in this action as set forth on the attached service list in the following manner:

*Counsel for Defendant TRUE PWR, LLC*

**BY ELECTRONIC SERVICE:** Only by emailing the document(s) listed above to the parties in this action using the email addresses identified on the attached Service List. During the period of National Emergency declared pursuant to the COVID-19 pandemic, as well as the Orders of the Governor of California and Mayor of Los Angeles, physical work in this office will cease, and electronic mail will be the preferred method of communication. No electronic message or other indication that the transmission was unsuccessful was received within a reasonable time after the transmission. We will provide a physical copy, on request only, upon a return to the office and the conclusion of the National Emergency and the above referenced Orders.

☐ **FEDERAL:** I declare that I am employed in the office of the member of the bar of this court at whose direction the service was made.

/s/Rolando Castellanos  
Rolando Castellanos