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7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8 FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

9 RAFAEL RIVAS, JR., on behalf of other
similarly aggrieved employees,

10 Plaintiffs,

11 v.

12 PIPE RESTORATION, INC. DBA ACE
13 DURAFLO PIPE RESTORATION, an
active California Corporation; and DOES
14 1 through 10,

15 Defendants.

Case No.: 30-2021-01189254-CU-OE-CXC

REPRESENTATIVE ACTION

*[Assigned to Hon. William D. Claster
in Dept. CX-104]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT,
AND PAYMENT OF ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT
AWARD**

[FILED CONCURRENTLY WITH MOTION
FOR APPROVAL; DECLARATION OF
ZORIK MOORADIAN; AND
DECLARATION OF HAIK HACOPIAN]

Date: June 17, 2022

Time: 9:00 a.m.

Dept.: CX-104

Reservation Number: 73767131

23 This matter came on for hearing on June 17, 2022 in Department CX104 of the above-
24 captioned Court on Plaintiff's unopposed motion for approval of a stipulation and agreement
25 for a California Labor Code Private Attorneys General Act ("PAGA") representative action
26 settlement (the "Settlement").

27 Having received and considered the Settlement Agreement, the supporting papers filed
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1 by Plaintiff, and the evidence and argument received by the Court, the Court grants approval
2 of the PAGA Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
3 DETERMINATIONS:

4 1. Except as otherwise defined in this Order and Judgment (“Order”), all
5 capitalized terms have the same meaning as defined in the Settlement Agreement that is
6 attached as Exhibit 1 to this Order.

7 2. The California Labor Workforce and Development Agency (“LWDA”) has
8 been provided notice of the Settlement in accordance with PAGA, California Labor Code §
9 2699(1)(2), (1)(4). In particular, on the date Plaintiff filed the motion seeking approval of the
10 Settlement with the Court, Plaintiff submitted to the LWDA a notice of the Settlement
11 enclosing a copy of the Settlement Agreement. Plaintiff’s notice of the Settlement to the
12 LWDA complied with the notice requirements of PAGA.

13 3. The Court confirms approval of the Settlement as to the Aggrieved Employees.

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

17 5. The Settlement is approved under Labor Code § 2699(1)(2).

18 6. The PAGA Settlement Notice to Aggrieved Employees, attached as Exhibit 2
19 to this Order, fairly and adequately describes the Action, the approved Settlement, and is the
20 best notice practicable under the circumstances.

21 7. The Court finds that each Aggrieved Employee, in accordance with the
22 Settlement, releases all Released Claims against the Released Parties.

23 8. The Gross Settlement Amount, Net Settlement Amount and the methodology
24 used to calculate the Individual PAGA Payments, in accordance with the Settlement is
25 approved.

26 9. The Court approves CPT Group to act as the Settlement Administrator. The
27 Court awards the Settlement Administrator in this Action its actual fees and costs in
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1 accordance with the terms of the Settlement Agreement, not to exceed \$4,500.

2 10. The Court approves Mooradian Law, APC as Plaintiff's Counsel.

3 11. The Court awards Plaintiff's Counsel attorneys' fees in the amount of
4 \$71,666.67 and actual litigation costs of \$9,650.48, both of which the Court finds to be fair
5 and reasonable. The Court authorizes the Settlement Administrator to make these payments,
6 in accordance with the terms of the Settlement Agreement.

7 12. The Court authorizes the Settlement Administrator to calculate and pay the
8 Individual PAGA Payments, in accordance with the terms of the Settlement Agreement.

9 13. The Court finds that LWDA payment of \$94,704.64, as its share of the
10 settlement of civil penalties is fair and reasonable. The Court authorizes the Settlement
11 Administrator to pay the LWDA \$94,704.64, in accordance with the terms of the Settlement
12 Agreement.

13 14. The Court finds the Representative Plaintiff's Incentive Award in the sum of
14 \$3,000 to Plaintiff is fair and reasonable. The Court authorizes the Settlement Administrator
15 to pay Plaintiff's Incentive Award, in accordance with the terms of the Settlement Agreement.

16 15. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be
17 valid for 180 days after issuance. Funds remaining from any checks for Individual PAGA
18 Payments uncashed after 180 days will be dispersed to California Labor & Workforce
19 Development Agency, in accordance with the terms of the Settlement Agreement.

20 16. Upon completion of the Settlement, the Settlement Administrator will provide
21 written certification of the completion to the Court and counsel for the Parties which shall be
22 filed with the Court on or before _____.

23 17. Without affecting the finality of this order and entry of judgment, the Court
24 retains exclusive and continuing jurisdiction over this Action for purposes of supervising,
25 administering, implementing, and enforcement of this Order and the Settlement.

26 18. Nothing in this Order or the Settlement shall be construed as an admission or
27 concession by any party. The Settlement and this resulting Order and entry of judgement
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1 simply represent a compromise of disputed allegations.

2 19. The Court enters final judgment in accordance with the terms of the Settlement
3 Agreement and this Order.

4 20. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
5 LWDA within 10 days of the date of this Order and entry of judgment.

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7
8 Dated: _____

By: _____
Honorable William D. Claster
Judge of the Superior Court