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Attorneys for Plaintiff
Rafael Rivas, Jr., on behalf of other similarly aggrieved
employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER

RAFAEL RIVAS, JR., individually and on
behalf of other persons similarly situated,

Plaintiffs,

v.

PIPE RESTORATION, INC. d/b/a ACE
DURAFLO PIPE RESTORATION, an active
California Corporation; and DOES 1 through
10,

Defendants.

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

ASSIGNED FOR ALL PURPOSES TO:
HON. WILLIAM D. CLASTER, DEPT. CX104

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

Date Action Filed: March 15, 2021
Trial Date: None Set

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

NOTICE IS HEREBY GIVEN that on June 28, 2022, the Court entered an Order Granting Approval of PAGA Settlement and Entering Judgment. A true and correct copy of the order and judgment entered by the Court is attached hereto as **Exhibit "1"**.

Dated: June 28, 2022

MOORADIAN LAW, APC

By: /s/Haik Hacopian

Haik Hacopian, Esq.
Attorneys for Plaintiff
Rafael Rivas, Jr., on behalf of other similarly
aggrieved employees

EXHIBIT “1”

JUN 28 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: CTH, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

RAFAEL RIVAS, JR., individually and on
behalf of other persons similarly situated,

Plaintiffs,

v.

PIPE RESTORATION, INC. d/b/a ACE
DURAFLO PIPE RESTORATION, an active
California Corporation; and DOES 1 through
10,

Defendants.

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

ASSIGNED FOR ALL PURPOSES TO:
HON. WILLIAM D. CLASTER, DEPT. CX104

**[REVISED PROPOSED] ORDER
GRANTING APPROVAL OF PAGA
SETTLEMENT AND ENTERING
JUDGMENT**

Date Action Filed: March 15, 2021
Trial Date: TBD

1 **PROPOSED ORDER AND JUDGMENT**

2 This matter came on for hearing on June 17, 2022 at 9:00 a.m., in Department CX104 of the
3 above-captioned Court on Plaintiff's unopposed motion for approval of a stipulation and agreement
4 for a California Labor Code Private Attorneys General Act ("PAGA") representative action
5 settlement (the "Settlement").

6 Having received and considered the Settlement Agreement, the supporting papers filed by
7 Plaintiffs, and the evidence and argument received by the Court, the Court grants approval of the
8 PAGA Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
9 DETERMINATIONS:

10 1. Except as otherwise defined in this Order and Judgment ("Order"), all capitalized
11 terms have the same meaning as defined in the Settlement Agreement that is attached as Exhibit 1
12 to this Order.

13 2. The California Labor Workforce and Development Agency ("LWDA") has been
14 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2),
15 (1)(4). In particular, on the date Plaintiff filed the motion seeking approval of the Settlement with
16 the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
17 Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice
18 requirements of PAGA.

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

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

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

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

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

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

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

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

7 11. The Court awards Plaintiff's Counsel attorneys' fees in the amount of \$64,500 and
8 actual litigation costs not to exceed \$9,179, both of which the Court finds to be fair and reasonable.
9 The Court authorizes the Settlement Administrator to make these payments, in accordance with the
10 terms of the Settlement Agreement.

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

13 13. The Court finds that LWDA payment of 75% of the PAGA Payment, or \$102,615.75,
14 as its share of the settlement of civil penalties is fair and reasonable. The Court authorizes the
15 Settlement Administrator to pay the LWDA \$102,615.75, in accordance with the terms of the
16 Settlement Agreement.

17 14. The Court finds the Representative is not entitled to an Incentive Award.

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

22 16. Upon completion of the Settlement, the Settlement Administrator will provide
23 written certification of the completion to the Court and counsel for the Parties which shall be filed
24 with the Court on or before February 17, 2023.

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

28 18. Nothing in this Order or the Settlement shall be construed as an admission or

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

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

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

7 **IT IS SO ORDERED:**

8
9 DATED: 6-29-22


HONORABLE WILLIAM D. CLASTER
Judge of the Superior Court

EXHIBIT “1”

1 RUTAN & TUCKER, LLP
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6 Attorneys for Defendant
PIPE RESTORATION, INC. d/b/a
7 ACE DURAFL0 PIPE RESTORATION

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER
10

11 RAFAEL RIVAS, JR., individually and on
behalf of other persons similarly situated,

12 Plaintiffs,

13 v.

14 PIPE RESTORATION, INC. d/b/a ACE
15 DURAFL0 PIPE RESTORATION, an active
California Corporation; and DOES 1 through
16 10,

17 Defendants.

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

ASSIGNED FOR ALL PURPOSES TO:
HON. WILLIAM D. CLASTER, DEPT. CX104

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date Action Filed: March 15, 2021
Trial Date: TBD

18
19
20 This Agreement is entered into by and between Rafael Rivas, Jr. ("Plaintiff"), individually
21 and as authorized to sue as a private attorney general under the California Labor Code Private
22 Attorneys General Act, and Pipe Restoration, Inc. d/b/a Ace Durafl0 Pipe Restoration
23 ("Defendant").

24 **DEFINITIONS**

25 The following terms are specially defined:

26 1. "Action" means the action titled *Rafael Rivas, Jr. v. Pipe Restoration, Inc. d/b/a Ace*
27 *Durafl0 Pipe Restoration*, Orange County Superior Court Case No. 30-2021-01189254-CU-OE-
28 CXC.

2. **"Administration Costs"** means the amount the Court awards to pay the Settlement Administrator for the duties it performs in effectuating the terms of this Agreement.

3. **"Aggrieved Employees"** means all current and former employees employed by Defendant in a Covered Position (including Plaintiff) during the PAGA Period.

4. **"Agreement"** means this Settlement Agreement.

5. **"Court"** means the Superior Court of California, County of Orange, the Honorable William D. Claster presiding.

6. **"Covered Pay Period"** means any pay period during which Aggrieved Employees were employed in a Covered Position for Defendant in California during the PAGA Period. Covered Pay Periods excludes any full pay periods that an employee was on a furlough or leave of absence.

7. **"Covered Position"** means a California non-exempt, hourly paid employee of Pipe Restoration, Inc.

8. **"Effective Date"** means the date when the judgment becomes final. After the Court dismisses the Action, the judgment "becomes final" upon the latter of (a) the deadline for filing of any appeal from the judgment or (b) the final dismissal of any appeal.

9. **"Fees and Costs Award"** means the amount the Court awards to Plaintiff's Counsel for reasonable attorneys' fees and reimbursement of litigation costs incurred in the Action.

10. **"Final Order and Judgment"** means the proposed order granting approval of the Settlement and entering Judgment, in the form substantially similar to that attached to this Agreement as Exhibit A.

11. **"Individual PAGA Payment"** means the *pro rata* share of PAGA civil penalties paid to an Aggrieved Employee from the 25% share of the PAGA Payment in accordance with the Aggrieved Employee's credited number of Covered Pay Periods.

12. **"LWDA"** means the California Labor Workforce Development Agency.

13. **"Gross Settlement Amount"** means \$215,000.00, which is the total amount that Defendant is required to pay under this Agreement. This amount represents a negotiated sum between the Parties to settle the PAGA claims asserted in the Action.

14. **"PAGA"** means the California Labor Code Private Attorneys General Act,

1 California Labor Code sections 2698 *et seq.*

2 15. **"PAGA Payment"** means the Gross Settlement Amount minus (a) the Plaintiff's
3 Incentive Award, (b) the Fees and Costs Award, and (c) the Administration Costs. The entire PAGA
4 Payment shall be allocated to civil penalties payable under PAGA, with 75% going to the LWDA
5 and 25% to Individual PAGA Payments.

6 16. **"PAGA Period"** means the time period from March 15, 2020 through the date the
7 Court approves the Parties' settlement.

8 17. **"Parties"** means Plaintiff and Defendant.

9 18. **"Plaintiff's Counsel"** means Mooradian Law, APC.

10 19. **"Plaintiff's Incentive Award"** means the amount the Court awards to Plaintiff for
11 service to the LWDA and the other Aggrieved Employees.

12 20. **"Released Claims"** means all known and unknown claims for relief under PAGA
13 that arose during the PAGA Period that were or reasonably could have been asserted against
14 Defendant and the other Released Parties on behalf of the Aggrieved Employees based on or arising
15 from the facts or claims alleged in the Action and the PAGA notices submitted to the LWDA on
16 Plaintiff's behalf. Without limiting the generality of the foregoing, and in addition to the foregoing,
17 the release includes all civil penalties recoverable under PAGA for (i) Defendant's alleged failure
18 to pay for all hours worked, failure to pay the minimum wage for all hours worked, failure to pay
19 all overtime wages, failure to pay all overtime and other wages based on the proper regular rate of
20 pay, failure to pay reporting time pay, failure to provide rest breaks or an additional hour of pay at
21 the regular rate of pay, failure to provide meal periods or an additional hour of pay at the regular
22 rate of pay, failure to maintain accurate employment records, failure to issue accurate wage
23 statements, failure to timely pay wages owed during employment and upon termination, failure to
24 provide paid sick leave, failure to properly accrue and pay accrued vacation at the time of separation,
25 and failure to reimburse business expenses; (ii) violations of, or civil penalties recoverable under,
26 California Labor Code sections §§ 201, 202, 203, 204, 221, 226, 226.7, 227.3, 246, 247.5, 248.5,
27 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2802, 2699; (iii) violations of the
28 applicable Wage Order 16, including paragraphs 3, 4, 5, 7, 11, 12, and 20 of the applicable IWC

1 Wage Order; and (iv) attorneys' fees, costs of litigation, and interest.

2 21. **"Released Parties"** means Pipe Restoration, Inc. d/b/a Ace Duraflo Pipe Restoration
3 and each of its officers, directors, agents, insurers, employees, members, board members, partners,
4 owners, shareholders, attorneys or representatives and all of their predecessors, successors, assigns,
5 and any individual or entity that could be jointly liable with Defendant.

6 22. **"Settlement Administrator"** means CPT Group which will administer the
7 settlement and shall be paid for Administration Costs.

8 **RECITALS**

9 23. Plaintiff worked for Pipe Restoration, Inc. in a Covered Position for at least one
10 Covered Pay Period during the PAGA Period.

11 24. On March 15, 2021, Plaintiff sent a PAGA notice to the LWDA, with a copy to
12 Defendant. On that same day, Plaintiff also filed a putative class action Complaint in the Superior
13 Court of the State of California, County of Orange, entitled *Rafael Rivas, Jr. v. Pipe Restoration,*
14 *Inc. d/b/a Ace Duraflo Pipe Restoration*, Orange County Superior Court Case No. 30-2021-
15 01189254-CU-OE-CXC (the "Action"). On March 18, 2021, Plaintiff sent a first amended PAGA
16 notice to the LWDA, with a copy to Defendant.

17 25. On January 7, 2022, Plaintiff sent a second amended PAGA notice to the LWDA,
18 with a copy to Defendant.

19 26. Following the 65-day tolling period after submission of the January 7, 2022 amended
20 PAGA notice to the LWDA, Plaintiff will promptly take all actions necessary to effectuate the
21 dismissal of all class and individual claims in the Action, and file a First Amended Complaint
22 asserting a single cause of action pursuant to the California Private Attorneys General Act consistent
23 with the claims asserted in the March 15, 2021, March 18, 2021, and January 7, 2022 PAGA notice
24 letters. The Parties will stipulate to the filing of the First Amended Complaint.

25 27. The Parties have conducted a thorough investigation into the facts of the Action.
26 This included exchanging extensive data and information, as well as documents relating to the
27 underlying alleged violations. After attending a mediation, the Parties reached the settlement, which
28 Plaintiff and his counsel believe is fair, reasonable, and adequate. The Parties understand,

1 acknowledge, and agree that this Settlement Agreement constitutes a compromise of Representative
2 Plaintiff's and the PAGA Claims asserted on behalf of the Aggrieved Employees, and that it is the
3 desire and intention of the Parties to effect a final and complete settlement of the PAGA Claims that
4 the Representative Plaintiff and the Aggrieved Employees have against Pipe Restoration, Inc. or any
5 of the other Released Parties.

6 28. The Parties enter into this Settlement Agreement on a conditional basis. In the event
7 the Court does not enter a Final Order and Judgment, this Settlement Agreement will be deemed
8 null and void and will be of no force or effect whatsoever, and will not be referred to or utilized for
9 any purpose whatsoever.

10 29. Defendant denies all of the claims in the Action, and does not waive, but rather
11 expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural
12 and factual grounds should this Agreement not become final. This Agreement reflects a compromise
13 reached to end the Action.

14 30. The Parties stipulate and agree to the following terms of this Settlement Agreement
15 with the intent that this Agreement finally disposes of the Action with prejudice.

16 **TERMS AND CONDITIONS**

17 31. **Non-Admission and Denial of Liability.** By this Agreement, no Party admits that
18 Action has merit or lacks merit, that the Action is manageable or not manageable, or that Defendant
19 is liable or is not liable. Defendant specifically disclaims and denies any liability alleged in the
20 Action. The Parties enter into this Agreement solely to avoid further litigation with its attendant
21 inconvenience, nuisance, expenses, and risks. This Agreement and any related court document
22 cannot be used as evidence of liability in this or any future action. This Agreement cannot support
23 any assertion of claim or issue preclusion against Defendant, and Defendant may use the Final Order
24 and Judgment to establish claim or issue preclusion against any plaintiff in another action.

25 32. **Deposit of Gross Settlement Amount.** Within 20 business days after the Effective
26 Date, Defendant shall deposit with the Settlement Administrator the Gross Settlement Amount.

27 33. **Components of the Gross Settlement Amount.** The Parties agree to the following
28 payments from the Gross Settlement Amount:

1 a. **PAGA Payment.** The PAGA Payment, to settle the PAGA Released Claims,
2 will be distributed as follows:

3 (1) The LWDA will receive 75% of the PAGA Payment; and

4 (2) The Aggrieved Employees will receive 25% of the PAGA Payment,
5 allocated to each Aggrieved Employee on a pro rata basis depending
6 on the number of Covered Pay Periods worked by that employee.

7 These settlement payments will be reported for each employee on IRS
8 Form 1099.

9 b. **Fees and Costs Award.** Plaintiff's Counsel will apply for an award of
10 reasonable attorneys' fees not to exceed \$71,666.67, or one-third of the Gross Settlement Amount,
11 and reimbursement of litigation costs not to exceed \$12,000.00 for prosecuting the PAGA Claims.
12 If the Court approves lower amounts, then the difference will augment the PAGA Payment. That
13 award will satisfy any obligation to pay attorneys' fees, expenses, or costs incurred by any attorney
14 on behalf of Plaintiff, Aggrieved Employees, and the State of California in connection with the
15 Action. This payment will be reported on an IRS Form 1099 issued to Plaintiff's Counsel. Except
16 as set forth in this Agreement, each Party shall bear that Party's own costs and fees.

17 c. **Administration Costs.** Administration Costs will include the cost of the
18 Settlement Administrator selected by the Parties to administer the settlement. The Parties have
19 estimated Administrative Costs not to exceed \$4,500.00. If the Court approves a lower amount,
20 then the difference will augment the PAGA Payment.

21 d. **The Incentive Award.** Plaintiff intends to apply for an Incentive Award of
22 up to \$3,000. If the Court approves a lower amount, then the difference will augment the PAGA
23 Payment.

24 **34. Released Claims.**

25 a. In exchange for the consideration recited in this Settlement Agreement,
26 including the PAGA Payment, Plaintiff, as the representative for the State of California and all
27 Aggrieved Employees, and on behalf of their current, former, and future heirs, executors,
28 administrators, attorneys, agents, and assigns forever completely release and discharge the Released

1 Parties of any and all Released Claims. The Aggrieved Employees and the State of California are
2 deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make
3 a claim against any of the Released Parties for any Released Claims.

4 b. As of the Effective Date, this Agreement releases, precludes, and bars all
5 Released Claims against Defendant and the Released Parties that arose during the PAGA Period,
6 regardless of whether Plaintiff, the LWDA, or the Aggrieved Employees cash their Individual
7 PAGA Payment checks. Accordingly, as of the date of this Final Order and Judgment, all Aggrieved
8 Employees are barred and enjoined from prosecuting or seeking to reopen the Released Claims
9 against the Released Parties.

10 c. Beyond the Gross Settlement Amount, Defendant shall not owe any further
11 monies to Plaintiff, the Aggrieved Employees, or to the State of California based upon any Released
12 Claims asserted on behalf of the Aggrieved Employees in the Action or in any complaint filed
13 therein with respect to any event that occurred during the PAGA Period.

14 d. Because this Agreement settles claims asserted under the PAGA, Aggrieved
15 Employees do not have the right to opt out the Settlement, and will be bound by the PAGA Release
16 upon the Effective Date.

17 e. Plaintiff generally releases all of his individual claims against Defendant and
18 the Released Parties, and waives all known and unknown claims under Civil Code § 1542, which
19 provides: "A general release does not extend to claims that the creditor or releasing party does not
20 know or suspect to exist in his or her favor at the time of executing the release and that, if known
21 by him or her, would have materially affected his or her settlement with the debtor or released party."

22 35. **Notice to LWDA.** Plaintiff's Counsel will timely submit notice of this Settlement
23 to the LWDA, as required by Labor Code § 2699(1)(2).

24 36. **No Assignment.** Plaintiff and Plaintiff's Counsel represent that Plaintiff has not
25 assigned or transferred any interest in any claim subject to this Agreement.

26 37. **Review of Agreement.** Plaintiff acknowledges that he has read this Agreement,
27 fully understands his rights, privileges, and duties under the Agreement, and enters into this
28 Agreement freely and voluntarily, on behalf of the State of California and all Aggrieved Employees.

1 He further acknowledges he has had the opportunity to consult legal counsel to explain the terms of
2 this Agreement and the consequences of signing this Agreement.

3 **38. No Unnecessary Publicity.** Plaintiff and his counsel agree that the terms of this
4 Settlement Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations
5 leading to the execution of this Settlement Agreement, and the Settlement Agreement itself, shall
6 not be discussed with or publicized or promoted to the media (including, without limitation, legal
7 periodicals and publications such as "Jury Verdicts," or disclosure of the Settlement Agreement on
8 any web site of Plaintiff's counsel), or the public at large, without the advance written consent of
9 Defendant. The Parties intend this Paragraph 38 to prohibit Plaintiff or his counsel from discussing,
10 answering questions about, promoting or publicizing the Settlement Agreement, its terms, or the
11 negotiations leading to the Settlement Agreement with anyone other than the Court, the LWDA, and
12 those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the
13 foregoing, Plaintiff and his counsel (1) may tell the public in general only that certain claims "have
14 been resolved by the Parties;" and (2) may disclose the terms of the Settlement Agreement (a) in
15 appropriate filings with the Court in this case; (b) where required by law (e.g., income tax returns);
16 (c) to accountants or other tax professionals for the purpose of preparing tax returns; and (d) as
17 necessary to effectuate this Settlement Agreement.

18 **39. Court Approval.** Plaintiff's Counsel shall be responsible for preparing and filing a
19 motion for approval of the Agreement and taking any steps necessary for the Court to enter the Final
20 Order and Judgment. The motion will be served on the LWDA upon the motion's filing with the
21 Court.

22 **40. Non-Approval of Agreement.** Because settlement of the Action requires court
23 approval pursuant to Labor Code section 2699(1)(2), the Agreement depends on approval and entry
24 of judgment, and affirmance of any appeal from the judgment, except as stated below. If the Court
25 does not approve the Gross Settlement Amount or materially alters any language in Paragraphs 20
26 and 34, either Party may, with 10 days' written notice, terminate the Agreement, reverting the Parties
27 to their respective status immediately prior to the execution of this Agreement. Any judicial
28

1 reduction of attorneys' fees and costs or the amount of the Incentive Award does not provide a basis
2 to terminate this Agreement.

3 **41. Motion for Approval of Agreement.** After signing this Agreement and the filing
4 of the First Amended Complaint asserting a single claim pursuant to the California Private Attorneys
5 General Act as set forth above, Plaintiff shall promptly file a motion for approval of the Agreement,
6 and serve the motion and this Agreement on the LWDA consistent with Labor Code
7 section 2699(1)(2). As part of this, Plaintiff agrees to undertake any efforts necessary for the Court
8 to enter judgment. Within ten days of the judgment, Plaintiff shall submit a copy of the judgment to
9 the LWDA consistent with Labor Code section 2699(1)(3).

10 **42. Settlement Administration.** The Settlement Administrator's duties shall include
11 the following: update addresses for Aggrieved Employees via the USPS National Change of Address
12 database and perform a skip tracing process to determine the best address prior to distribution of the
13 Gross Settlement Amount; determine Individual PAGA Payment amounts for each Aggrieved
14 Employee; distribute Individual PAGA Payments to Aggrieved Employees; re-mail undeliverable
15 Individual PAGA Payment checks; distribute payments for attorneys' fees and costs to Plaintiff's
16 Counsel; distribute Plaintiff's Incentive Award to Plaintiff; make payment to the LWDA for its 75%
17 share of the PAGA Payment; redistribute uncashed checks for Individual PAGA Payments; and
18 perform related tax, accounting, and administration services. Any unused Administrative Costs will
19 revert to the LWDA or to another entity approved by the Court.

20 **43. Aggrieved Employee Information.** Defendant will provide the necessary
21 information about the Aggrieved Employees (i.e., full name, social security number, last known
22 address, last known telephone number, and number of Covered Pay Periods worked during the
23 PAGA Period) to the Settlement Administrator within 10 business days of notice of entry of the
24 Final Order and Judgment.

25 **44. Calculation of Individual PAGA Payments.** The Settlement Administrator will
26 calculate how much each individual Aggrieved Employee will receive from the 25% portion of the
27 PAGA Payment. Each such employee will participate on a *pro rata* basis on the basis of the number
28 of Covered Pay Periods that employee is credited with during the PAGA Period.

1 **45. Distribution of Gross Settlement Amount.**

2 a. Within 10 business days of receiving the Gross Settlement Amount, the
3 Settlement Administrator will issue to each Aggrieved Employee at the last known address a check
4 for the Individual PAGA Payment, along with an explanatory letter (attached as Exhibit B). Checks
5 will remain negotiable for 180 days. Any checks returned as non-deliverable on or before the check-
6 cashing deadline will be sent promptly via regular First Class U.S. Mail to the forwarding address
7 affixed thereto. If no forwarding address is provided, then the Settlement Administrator will
8 promptly attempt to determine the correct address using a skip-trace, or other search using the name,
9 address or Social Security number of the Aggrieved Employee involved, and will then perform a
10 single re-mailing. The Settlement Administrator shall mail a check-cashing reminder postcard to
11 Aggrieved Employees who have not negotiated Individual PAGA Payment checks within 90 days
12 of mailing. Funds represented by settlement checks returned as undeliverable and those settlement
13 checks remaining uncashed for more than 180 days after issuance shall be paid to the LWDA.

14 b. Within 10 business days of receiving the Gross Settlement Amount, the
15 Settlement Administrator will pay Plaintiff the Incentive Award.

16 c. Within 10 business days of receiving the Gross Settlement Amount, the
17 Settlement Administrator will pay the LWDA the amount allocated to the LWDA, and will pay
18 Plaintiff's Counsel the amount of the Fees and Costs Award. The Settlement Administrator shall
19 use the Administration Costs to pay for any fees and costs associated with the administration of the
20 settlement called for by this Agreement.

21 **46. Accounting.** The Settlement Administrator will provide an accounting under oath
22 to the parties of all amounts paid out under this Agreement.

23 **47. No Tax Representations.** The Parties agree that all tax obligations, if any, arising
24 from the payments set forth above shall be the sole obligation of individuals receiving the money:
25 the Plaintiff, Plaintiff's Counsel, and the Aggrieved Employees. Defendant makes no
26 representations or warranties with respect to any tax consequences or characterization of the nature
27 of any payment under this Agreement.

28 **48. Drafting.** The Parties agree that the terms and conditions of this Agreement are the

1 result of lengthy, intensive, arms'-length negotiations and that neither Party shall be considered the
2 "drafter" of this Agreement for purposes of construing the Agreement.

3 49. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, and
4 other fees incurred in connection with this Action, except as otherwise specified herein.

5 50. **Authority.** Plaintiff represents that he, as a private attorney general and as an
6 individual, has the capacity to bind himself and all who might claim through him (including the
7 LWDA and all Aggrieved Employees and their heirs and successors-in-interest) to the terms of this
8 Agreement.

9 51. **Governing Law.** California law will govern all questions of validity, interpretation,
10 or performance of this Agreement. Any action needed to enforce this Agreement shall be brought
11 in the Court.

12 52. **Complete Agreement.** The Parties represent that no promise not contained in this
13 Agreement has been made and represent that this Agreement contains their entire understanding
14 regarding all terms and conditions pertaining to the settlement of the Action. This Agreement cannot
15 be modified except by a writing signed by both Parties.

16 53. **Nullification of Agreement.** If the Court does not approve the Agreement and enter
17 judgment accordingly or the Agreement does not become final for any other reason, then this
18 Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties
19 will revert to their original respective positions.

20 54. **Judgment and Continued Jurisdiction.** Following entry of the Final Order and
21 Judgment, the Court will retain jurisdiction solely for purposes of implementing, interpreting, and
22 enforcing the Agreement.

23 55. **Authorization to Enter Into Agreement.** Counsel for all Parties represent they are
24 expressly authorized by their clients to negotiate this Agreement and to take all appropriate action
25 required or permitted under this Agreement to effectuate its terms.

26 56. **Execution and Counterparts.** This Agreement is subject only to the execution of
27 all Parties. But the Agreement may be executed in one or more counterparts. All executed
28 counterparts—including electronic, facsimile, DocuSign or other electronic signature, and scanned

1 copies of the signature page—will be deemed to be one and the same instrument.

2 **57. Acknowledgement That the Settlement is Fair, Adequate, and Reasonable.** The
3 Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action,
4 acknowledging that the Court “may award a lesser amount than the maximum civil penalty amount
5 specified by” PAGA “if, based on the facts and circumstances of the particular case, to do otherwise
6 would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Labor Code §
7 2699(e)(2).

8 **58. Invalidity of Any Provision.** Before declaring any term of this Agreement invalid,
9 the Court will construe the provision as valid to the fullest extent possible, so as to find all terms
10 valid and enforceable.

11 **59. Waiver.** No waiver of any term contained in this Agreement, and no failure to
12 exercise a right or remedy under this Agreement, will imply or constitute a further waiver of the
13 same or any other condition, covenant, right, or remedy.

14 **60. Severability.** If any term of this Agreement is held to be invalid or unenforceable,
15 the remaining terms will continue to apply to the fullest extent permitted by law, and the invalid or
16 unenforceable term will be deemed amended and limited in accordance with the intent of the Parties,
17 as determined from the face of the Agreement, to the extent necessary to maximize enforceability
18 of the term.

19 **61. Representation by Counsel.** The Parties arrived at this Agreement after arms’-
20 length negotiations by competent counsel, who have advised their clients regarding the fairness and
21 reasonableness of this Agreement and its consequences.

22 **62. Cooperation, Execution of Necessary Documents and Disputes.** The Parties and
23 their counsel will cooperate with each other in good faith and use their best efforts to effect the
24 implementation of the Agreement and receive approval from the Court.

25 **63. Binding Agreement.** The Parties have authority to enter into this Agreement, and
26 intend it to bind all Parties and be admissible in any proceeding to enforce its terms.

27 **64. Right to Appeal.** Upon approval of the settlement pursuant to this Agreement,
28 Plaintiff, Aggrieved Employees, the LWDA, and Defendant all hereby waive all rights to appeal in

1 connection with the judgment.

2 a. If the Court does not grant approval of this settlement, this Agreement will
3 not be admissible for any purpose.

4 b. Upon approval of the settlement pursuant to this Agreement, Plaintiff agrees
5 to not to pursue any appeal. Without limiting the foregoing, Plaintiff agrees that as a condition of
6 court approval of the settlement, he is waiving any right that he may have to (i) appeal the dismissal
7 of the class allegations in the Action; or (iii) seek to continue to act as a class representative in the
8 Action.

9 c. Plaintiff further agrees that other than as a Aggrieved Employee and other
10 than recovery of Plaintiff's Incentive Award, he is waiving entitlement to any individualized relief
11 in the Action including, without limitation, any allegedly unpaid wages, unpaid meal periods
12 penalties, unpaid rest break penalties, waiting-time penalties, itemized wage statement penalties or
13 any other damages or statutory penalties. Plaintiff acknowledges that, pursuant to his prior
14 individual settlement, he has released all of his individual wage-and-hour claims.

15 d. Plaintiff agrees, based on settlement memorialized by this Agreement, and
16 subject to the court's approval of this Agreement, he waives any claim of standing or an economic
17 interest to recover a class representative enhancement fee or attorneys' fees and costs relating to the
18 class claims in the Action and the prior order of the Court related to the class claims will be final.

19 65. **Entire Agreement.** This Agreement constitutes the entire integrated agreement
20 between the Parties relating to the Action, and no oral representations, warranties, or inducements
21 have been made to any party concerning this Settlement Agreement other than the representations,
22 warranties, and covenants contained and memorialized in this Settlement Agreement.

23 66. **Retention of Jurisdiction.** The Court will retain jurisdiction with respect to
24 implementation and enforcement of the terms of this Agreement, and all parties hereto submit to the
25 jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in
26 the Stipulation, in conformity with California Rules of Court, rule 3.769 and California Civil
27 Procedure Code section 664.6.

28 **IN WITNESS THEREOF**, the Parties acknowledge that they have read the Agreement,

1 agree to all its terms, and execute it voluntarily, fully understanding its consequences.

2

3 **PLAINTIFF:**

4 Dated: March 25, 2022

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8 **DEFENDANT:**

9 Dated: March __, 2022

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APPROVED AS TO FORM:

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Dated: March 25, 2022

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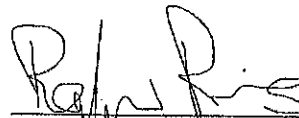
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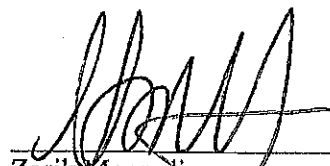
RAFAEL RIVAS, JR.

PIPE RESTORATION, INC.

By: _____

Print Name: _____

Title: _____



Zorik Mooradian
Mooradian Law, APC
Attorney for Plaintiff and the Aggrieved Employees

1 agree to all its terms, and execute it voluntarily, fully understanding its consequences.

2

3 **PLAINTIFF:**

4 Dated: March __, 2022

RAFAEL RIVAS, JR.

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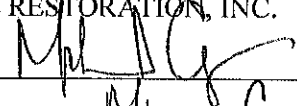
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8 **DEFENDANT:**

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Dated: March 17, 2022

PIPE RESTORATION, INC.

By: 

Print Name: Michael Carper

Title: V.P.

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APPROVED AS TO FORM:

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Dated: March __, 2022

17

Zorik Mooradian

Mooradian Law, APC

Attorney for Plaintiff and the Aggrieved Employees

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Exhibit “A”

Exhibit “A”

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

RAFAEL RIVAS, JR., individually and on
behalf of other persons similarly situated,

Plaintiffs,

v.

PIPE RESTORATION, INC. d/b/a ACE
DURAFLO PIPE RESTORATION, an active
California Corporation; and DOES 1 through
10,

Defendants.

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

ASSIGNED FOR ALL PURPOSES TO:
HON. WILLIAM D. CLASTER, DEPT. CX104

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

Date Action Filed: March 15, 2021
Trial Date: TBD

1 **[PROPOSED] ORDER AND JUDGMENT**

2 This matter came on for hearing on INSERT, 2022 at _____, in Department CX104
3 of the above-captioned Court on Plaintiff's unopposed motion for approval of a stipulation and
4 agreement for a California Labor Code Private Attorneys General Act ("PAGA") representative
5 action settlement (the "Settlement").

6 Having received and considered the Settlement Agreement, the supporting papers filed by
7 Plaintiffs, and the evidence and argument received by the Court, the Court grants approval of the
8 PAGA Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
9 DETERMINATIONS:

10 1. Except as otherwise defined in this Order and Judgment ("Order"), all capitalized
11 terms have the same meaning as defined in the Settlement Agreement that is attached as Exhibit 1
12 to this Order.

13 2. The California Labor Workforce and Development Agency ("LWDA") has been
14 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2),
15 (1)(4). In particular, on the date Plaintiff filed the motion seeking approval of the Settlement with
16 the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
17 Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice
18 requirements of PAGA.

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

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

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

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

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

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

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

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

7 11. The Court awards Plaintiff's Counsel attorneys' fees in the amount of \$\$71,666.67
8 and actual litigation costs not to exceed \$12,000, both of which the Court finds to be fair and
9 reasonable. The Court authorizes the Settlement Administrator to make these payments, in
10 accordance with the terms of the Settlement Agreement.

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

13 13. The Court finds that LWDA payment of 75% of the \$215,000 PAGA Payment, or
14 \$161,250, as its share of the settlement of civil penalties is fair and reasonable. The Court authorizes
15 the Settlement Administrator to pay the LWDA \$161,250, in accordance with the terms of the
16 Settlement Agreement.

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

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

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

27 17. Without affecting the finality of this order and entry of judgment, the Court retains
28 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,

1 implementing, and enforcement of this Order and the Settlement.

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

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

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

9 **IT IS SO ORDERED:**

10
11 DATED: _____

HONORABLE WILLIAM D. CLASTER
Judge of the Superior Court

Exhibit “B”

Exhibit “B”

Exhibit B

[Date], 2022

CPT Group
50 Corporate Park
Irvine, CA 92606

[Employee Name]
[Employee Street Address]
[City, State Zip]

Re: PAGA Settlement Payment

Dear Current or Former Pipe Restoration, Inc. Employee:

You have received this notice because Pipe Restoration, Inc.'s records indicate that you have worked for Pipe Restoration in California at some time between March 15, 2020 through [the Approval Date]. This notice relates to the settlement of a lawsuit styled *Rivas v. Pipe Restoration, Inc.*, Orange County Superior Court Case No. 30-2021-01189254-CU-OE-CXC (the "Lawsuit").

In the Lawsuit, Plaintiff Rafael Rivas, Jr. ("Plaintiff") seeks civil penalties pursuant to the California Private Attorneys General Act ("PAGA"), a law which allows Plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who Plaintiff claims were "aggrieved" by alleged wage and hour violations on the part of Pipe Restoration based upon alleged violations of California Labor Code sections 201, 202, 203, 204, 221, 226, 226.7, 227.3, 246, 247.5, 248.5, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2802, 2699 and alleged violations of the applicable Wage Order 16, including paragraphs 3, 4, 5, 7, 11, 12, and 20.

Pipe Restoration strongly disputes Plaintiff's allegations and maintains that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Lawsuit. Nonetheless, to avoid the cost and distraction of litigation, Pipe Restoration has made a business decision to settle the Lawsuit, which settlement has been approved by the Court.

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be voided and the funds will be distributed to the California Labor Workforce & Development Agency.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit. If you have any questions about this notice, please contact the Settlement Administrator, CPT Group at [Insert Phone Number].

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.

EXHIBIT “2”

Exhibit B

[Date], 2022

CPT Group
50 Corporate Park
Irvine, CA 92606

[Employee Name]
[Employee Street Address]
[City, State Zip]

Re: PAGA Settlement Payment

Dear Current or Former Pipe Restoration, Inc. Employee:

You have received this notice because Pipe Restoration, Inc.'s records indicate that you have worked for Pipe Restoration in California at some time between March 15, 2020 through [the Approval Date]. This notice relates to the settlement of a lawsuit styled *Rivas v. Pipe Restoration, Inc.*, Orange County Superior Court Case No. 30-2021-01189254-CU-OE-CXC (the "Lawsuit").

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Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit. If you have any questions about this notice, please contact the Settlement Administrator, CPT Group at [Insert Phone Number].

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.

21STCV07914

On **JUNE 29, 2022**, I served on the parties of record in this action the foregoing document(s) described as:

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Attorneys for Defendants and Cross-Complainants

☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Haik Hacopian