

D.LAW, INC.

Emil Davtyan (SBN 299363)

Emil@d.law

David Yeremian (SBN 226337)

d.yeremian@d.law

David Keledjian (SBN 309135)

d.keledjian@d.law

Svetlana Hovhannisyan (SBN 357330)

l.hovhannisyan@d.law

450 N Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Fax: (818) 962-6469

Attorneys for Plaintiff RAYMOND GOMES,
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

RAYMOND GOMES, on behalf of himself
and all others similarly situated, and the
general public,

Plaintiff,

v.

TURLOCK SCAVENGER COMPANY, a
California corporation; TURLOCK
RECYCLING, a California corporation;
TURLOCK TRANSFER, INC., a
California corporation and DOES 1
through 50, inclusive,

Defendants.

Case No. CV-24-000513

*[Assigned for all purposes to the Hon. John R.
Mayne, Dept. 21]*

**NOTICE OF MOTION AND PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

*[Filed concurrently with Memorandum of
Points and Authorities; Declaration of David
Keledjian; Declaration of Raymond Gomes;
and [Proposed] Order]*

Date: December 17, 2025

Time: 8:30 a.m.

Dept.: 21

1 **TO THE COURT AND DEFENDANT AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on December 17, 2025, at 8:30 a.m. in Department 21 of
3 the Courthouse of the Stanislaus Superior Court located at 801 10th Street, Modesto, CA 95354,
4 Plaintiff RAYMOND GOMES (“Plaintiff”), on behalf of himself and other similarly situated
5 employees of Defendants TURLOCK SCAVENGER COMPANY, TURLOCK RECYCLING,
6 and TURLOCK TRANSFER, INC. (“Defendants”) (collectively, “the Parties”), will and hereby
7 do move this Court pursuant to California Code of Civil Procedure § 382 and California Rule of
8 Court 3.769 for an order as proposed:

- 9 (1) Preliminarily approving the class action settlement reached between Plaintiff and
10 Defendants, including granting preliminary approval of the following class: “all
11 current and former employees within the State of California who, at any time from
12 January 23, 2020, through April 19, 2025, are or were employed as non-exempt hourly
13 employees by Defendant.”
14 (2) Approving the form of Notice of Class Action Settlement and procedure for notice to
15 the class; and
16 (3) Setting the final approval hearing.

17 Pursuant to Labor Code § 2699.3(b)(4), the Parties also seek approval of the proposed
18 settlement’s allocation of funds to claims made under the Labor Code Private Attorneys General
19 Act of 2004 (“PAGA”).

20 Pursuant to the proposed Class Action and PAGA Settlement Agreement (“Settlement” or
21 “Settlement Agreement”), filed concurrently herewith, Defendants do not oppose the preliminary
22 approval of the class action settlement.

23 Under the terms of the Settlement, the Parties have agreed that all claims brought on
24 behalf of the Class Members shall be fully and finally resolved for the total sum of Seven
25 Hundred and Fifty Thousand Dollars and Zero Cents (\$750,000.00) (“Gross Settlement Amount”)
26 to be paid on a non-reversionary basis. The amount remaining of the Gross Settlement Amount
27 after the following deductions have been made (“Net Settlement Amount”) shall be available for
28 distribution to Class Members who do not opt out of the settlement:

- not more than Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00) to Class Counsel for attorneys' fees, and not more than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel for litigation costs;
- not more than Six Thousand and Five Hundred Dollars and Zero Cents (\$6,500.00) for the Settlement Administration Costs;
- not more than Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff as a Class Representative Service Payment; and
- Twenty Thousand Dollars and Zero Cents (\$20,000) for civil penalties under the PAGA, where 75% (15,000.00) will be paid to the LWDA and 25% (\$5,000.00) will be paid to Class Members for their Individual PAGA Payments.

This Notice of Motion and Motion is based on the fact that this is a fair and reasonable settlement that benefits the class and was the product of informed, non-collusive negotiations by the parties who were represented by experienced and able counsel. *See Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1802; Manual for Complex Litigation (Second) (1985) § 30.44. The proposed settlement meets the legal standard for preliminary approval and is in the best interests of the class; the proposed form of notice explains the settlement terms in a clear and straightforward manner; the proposed procedures for notice provide the best practical notice to the class; and that Class Members will have an opportunity to participate in and/or object to the settlement and/or opt-out of the settlement.

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1 This Notice of Motion and Motion is based on this Notice, and the exhibits thereto
2 (including the Notice to Class Members), the accompanying Memorandum of Points and
3 Authorities, Declaration of David Keledjian, Declaration of Raymond Gomes, the pleadings,
4 records and files in the case, and such other further oral and documentary evidence which may be
5 submitted at or before the hearing on this Motion.

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7 Dated: November 13, 2025

Respectfully submitted,

8 D.LAW, INC.

9
10 By 

Emil Davtyan
David Yeremian
David Keledjian
Svetlana Hovhannisyan
Attorneys for Plaintiff and Settlement Class