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on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

DUSTIN DEBRUYN, on behalf of himself
and on behalf of all other aggrieved
employees,

Plaintiff,

vs.

EVERGREEN, an entity of unknown
form; EVERGREEN RECYCLING, LLC,
a Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. CVRI2401103

Judge: Hon. Harold W. Hopp

Department: 1

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR AN ORDER (1)
PRELIMINARILY APPROVING THE
CLASS ACTION SETTLEMENT; (2)
APPROVING NOTICE OF CLASS ACTION
SETTLEMENT; AND (3) SETTING
HEARING FOR FINAL APPROVAL**

*[filed concurrently with Plaintiff's Memorandum
of Points and Authorities; Declaration of Enoch
J. Kim; Declaration of Lonnie Giamela;
Declaration of Sean Hartranft; and [Proposed]
Order]*

Date: October 14, 2025

Time: 8:30 a.m.

Dept.: 1

Reservation Conf #: 536603035648

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

2 PLEASE TAKE NOTICE that on October 14, at 8:30 a.m., or as soon thereafter as this
3 matter may be heard, at Department 1, located at Riverside Historic Courthouse, 4050 Main
4 Street, Riverside, California, 92501, Plaintiff Dustin Debruyne (“Plaintiff”), on behalf of himself
5 and all persons similarly situated, will and hereby moves this Court pursuant to California Code
6 of Civil Procedure § 382 and California Rule of Court 3.769 for an order:

- 7 (1) Preliminarily approving the class action settlement reached between Plaintiff and
8 Defendant Evergreen Recycling, LLC (“Defendant” collectively with Plaintiff, “the
9 Parties”), including granting preliminary approval of the following class: all persons
10 employed by Defendant in California and classified as a non-exempt hourly employee
11 who worked for Defendant during the Class Period. The Class Period is the period
12 from June 9, 2021 to October 15, 2024;
- 13 (2) Approving the form of Notice of Class Action Settlement and procedure for notice to
14 the class; and
- 15 (3) Setting the final approval hearing.

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

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

22 Under the terms of the Settlement, the Parties have agreed that all claims brought on
23 behalf of the Class Members shall be fully and finally resolved for the total sum of \$225,000.00
24 (“Gross Settlement Amount”) to be paid on a non-reversionary basis. The amount remaining of
25 the Gross Settlement Amount after the following deductions have been made (“Net Settlement
26 Amount”) shall be available for distribution to Class Members who do not opt out of the
27 settlement:

- 28 • not more than Five Thousand Dollars (\$5,000.00) to the Class Representative for a

1 Service Enhancement Payment;

- 2 • not more than Seventy-Five Thousand Dollars (\$75,000.00) to Class Counsel for
3 attorneys' fees, and no more than Twenty Thousand Dollars (\$20,000.000) for
4 litigation costs;
- 5 • up to \$7,990.00 for the Class Action Administration Costs; and,
- 6 • \$20,000 for civil penalties under the PAGA, where 75% (\$15,000.00) will be paid
7 to the LWDA and 25% (\$5,000.00) will be allocated to the Individual PAGA
8 Payments and distributed to those Settlement Class Members who qualify as
9 Aggrieved Employees.

10 This Notice of Motion and Motion is based on the fact that this is a fair and reasonable
11 settlement that benefits the class and was the product of informed, non-collusive negotiations by
12 the parties who were represented by experienced and able counsel. *See Dunk v. Ford Motor Co.*
13 (1996) 48 Cal. App. 4th 1794, 1802; Manual for Complex Litigation (Second) (1985) § 30.44.
14 The proposed settlement meets the legal standard for preliminary approval and is in the best
15 interests of the class; the proposed form of notice explains the settlement terms in a clear and
16 straightforward manner; the proposed procedures for notice provide the best practical notice to
17 the class; and that Class Members will have an opportunity to participate in and/or object to the
18 settlement and/or opt-out of the settlement.

19 This Notice of Motion and Motion is based on this Notice, and the exhibits thereto
20 (including the Notice to Class Members), the accompanying Memorandum of Points and
21 Authorities, the Declaration of Enoch J. Kim, the Declaration of Sean Hartranft, the Declaration
22 of Lonnie Giamela, the pleadings, records and files in the case, and such other further oral and
23 documentary evidence which may be submitted at or before the hearing on this Motion.

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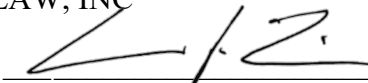
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1 Dated: August 28, 2025

D.LAW, INC

2 By



3 David Yeremian

4 Roman Shkodnik

5 Enoch J. Kim

6 Emma Geesaman

7 Norayr Zakaryan

8 Attorneys for Plaintiff, Dustin Debruyn, on
9 behalf of himself and others similarly situated