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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SANTA CLARA**

12 VALERY DO on behalf of herself and all
13 others similarly situated, and the general
public,

14 *Plaintiffs,*

15 v.

16 RECOR MEDICAL, INC., a Delaware
17 Corporation; and DOES 1 through 50,
18 inclusive,

19 *Defendants.*

Case No.: 23CV421926

CLASS ACTION

[Assigned for all purposes to the Hon. Theodore
C. Zayner, Dept. 19]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
APPROVING FORM OF NOTICE TO
THE CLASS, PROVISIONALLY
CERTIFYING THE SETTLEMENT
CLASS, AND SETTING FINAL
APPROVAL HEARING**

Hearing

Date: July 9, 2025
Time: 1:30 p.m.
Dept: 19

1 **RECITALS**

2 On May 23, 2025, Plaintiff Valery Do (the “Named Plaintiff”), individually and on behalf
3 of the Class, and Defendant Record Medical, Inc. (collectively “Defendant”) entered into a class
4 action and PAGA settlement, the terms and conditions of which are set forth in the parties’ Class
5 Action and PAGA Settlement Agreement (hereafter collectively, the “Settlement” or “Settlement
6 Agreement”). Unless otherwise provided in this Order, all capitalized terms shall have the same
7 meaning as set forth in the parties’ Settlement Agreement, filed concurrently with this motion.

8 The motion of Named Plaintiff for an order preliminarily approving the settlement of this
9 action, approving the form of notice to the class, certifying the settlement class for settlement
10 purposes, approving the proposed settlement’s allocation of funds to claims under the Private
11 Attorneys General Act (“PAGA”) and setting a final approval hearing came on for hearing in
12 Department 19 of this Court on July 9, 2025.

13 This Court, having fully considered Plaintiff’s Motion, the Memorandum of Points and
14 Authorities in support, the Declarations in support, the Settlement Agreement, the proposed form of
15 Class Notice, and the oral argument presented to the Court, finds that: (1) the proposed settlement
16 appears fair, reasonable and adequate, and (2) that a final hearing should be held after notice to the
17 Class (defined below) of the proposed settlement to determine if the Settlement Agreement and
18 settlement are fair, reasonable, and adequate such that a Final Order and Judgment should be entered
19 in these actions based upon the Settlement Agreement.

20 **THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:**

21 **ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND**
22 **APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL**

23 1. The Court finds that certification of the following Settlement Class, for settlement
24 purposes only, is appropriate:

25 “All persons employed by Defendant as hourly non-exempt employees in the State of
26 California at any time from June 21, 2020, through January 21, 2025.”

27 2. The Court finds that the following definition of Aggrieved Employees, for settlement
28 purposes only, is appropriate:

1 “All persons employed by Defendant as hourly non-exempt employees in the State
2 of California at any time from June 21, 2023, through January 21, 2025.”

3 3. The Court grants preliminary approval of the terms and conditions contained in the
4 Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the
5 range of possible approval at the final approval hearing.

6 4. The Court preliminarily finds, for settlement purposes only, that the Settlement Class
7 meets (i) the ascertainability and numerosity requirements; (ii) the commonality requirement
8 because, in the absence of class certification and settlement, each individual Class Member would
9 have to litigate core common issues of law and fact, all relating to Defendant’s alleged wage-and-
10 hour violations asserted in the action; (iii) the typicality requirement because the Named Plaintiff
11 and the Class Members’ claims all arise from the same alleged events and course of conduct, and
12 are based on the same legal theories; and (iv) the adequacy of representation requirement because
13 the Named Plaintiff has the same interests as all members of the Class, and they are represented by
14 experienced and competent counsel.

15 5. The Court further finds, preliminarily and for settlement purposes only, that common
16 issues predominate over individual issues in this litigation and that class treatment is superior to the
17 other means of resolving this dispute. Employing the class device here will not only achieve
18 economies of scale for Class Members with individual claims, but also conserve the resources of
19 the judicial system and preserve public confidence in the integrity of the system by avoiding the
20 waste and delay of repetitive proceedings. In addition, certifying the class will prevent inconsistent
21 adjudications of similar issues and claims.

22 6. For settlement purposes only, the Court finds that the named Plaintiff, Valrey Do, is
23 an adequate representative and appoints her as such. Emil Davtyan, David Yeremian, David
24 Keledjian, and David Arakelyan of D.Law, Inc. are appointed as Class Counsel for the Settlement
25 Class Members.

26 7. The Court appoints Phoenix Settlement Administrators to perform the duties of a
27 Settlement Administrator for the purpose of issuing the Class Notice and administering the
28 Settlement.

1 8. The Court recognizes that certification under this Order is for *settlement purposes*
2 *only and* shall not constitute or be construed as a finding by the Court, or an admission on the part
3 of Defendant, that this action is appropriate for class treatment for litigation purposes. Entry of this
4 Order is without prejudice to the rights of Defendant to oppose class certification in the action,
5 should the proposed Settlement Agreement not be granted final approval.

6 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

7 9. The Court has reviewed the Settlement Agreement and the proposed Class Notice to
8 the Settlement Agreement (**Exhibit 1**). The Court finds, on a preliminary basis, that the Settlement
9 Agreement appears to be within the range of reasonableness of a settlement that could ultimately be
10 given final approval by this Court. It appears to the Court on a preliminary basis that:

11 a. The settlement amount is fair and reasonable to all Class Members and
12 Aggrieved Employees when balanced against the probable outcome of further litigation relating to
13 liability and damages issues;

14 b. Extensive and costly investigation and research have been conducted such
15 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

16 c. Settlement at this time will avoid additional substantial costs, such as those
17 that have already been incurred by both parties, as well as avoid the delay and risks that would be
18 presented by the further prosecution of this litigation; and

19 d. The proposed settlement has been reached as the result of intensive, serious,
20 and non-collusive arm's-length negotiations.

21 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

22 **AND TIMELINE FOR SENDING CLASS NOTICE**

23 10. This Court finds that the Class Notice fairly and adequately advises the potential
24 Class Members of the terms of the Settlement and the process for the Class Members to obtain the
25 benefits available under the Settlement Agreement, as well as the right of Class Members to opt out
26 of the class, to file documentation in opposition to the proposed settlement, and to appear at the
27 settlement hearing to be conducted on the date set by the Court. The Court further finds that the
28 Class Notice and proposed distribution of such Class Notice by first-class mail to each identified

1 Class Member at their last known address comports with all constitutional requirements, including
2 those of due process under the United States and California constitutions, and meets the
3 requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766.
4 Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

5 11. The Settlement Administrator shall, as soon as practicable, but no later than the
6 deadline provided in the Settlement Agreement, cause the Class Notice to be mailed by first class
7 mail to all known members of the Class certified by this Court in this action to the most recent
8 address in Defendant's business records for each known Class Member. The mailing of the Class
9 Notices directed in this Order constitutes the best notice practicable under the circumstances and
10 sufficient notice to all members of the Class.

11 12. The costs of settlement administration, including the cost of printing and mailing the
12 Class Notices shall be paid from the Gross Settlement Amount, pursuant to the terms of the
13 Settlement Agreement.

14 13. Each Class Member who wishes to be excluded from the Settlement must submit a
15 request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class
16 Member who does not submit a timely request to be excluded from the Settlement consistent with
17 the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement,
18 even if such Class Member has previously initiated or subsequently initiates individual litigation
19 against Defendant or other proceedings encompassed by the Released Class Claims defined in the
20 Settlement Agreement.

21 **OBJECTIONS TO SETTLEMENT**

22 14. Only Participating Class Members may object to the class action components of the
23 Settlement and/or the Settlement Agreement, including contesting the fairness of the Settlement,
24 and/or amounts requested for the Class Counsel Fees and Costs and/or Class Representative
25 Enhancement.

26 15. Participating Class Members may send written objections to the Administrator, by
27 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
28 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A

1 Participating Class Member who elects to send a written objection to the Administrator must do so
2 not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14
3 days for Class Members whose Class Notice was re-mailed). If represented by personal counsel, the
4 counsel will be hired at the Class Member's expense.

5 16. Non-Participating Class Members have no right to object to any of the class action
6 components of the Settlement.

7 17. Class Counsel and Defendants' counsel shall promptly furnish each other with copies
8 of any and all objections or written requests for exclusion that come into their possession.

9 **FINAL APPROVAL FAIRNESS HEARING**

10 18. The Court grants Plaintiff's motion to set a settlement hearing for final approval of
11 the Settlement Agreement on _____, at _____ a.m./p.m. in Department 19 of this Court
12 ("Final Hearing"), as set forth in the Class Notice, to determine whether the proposed settlement of
13 this action is fair, reasonable and adequate and should be finally approved. The Court will also
14 consider at the Final Hearing whether applications for Class Counsel Fees and Costs and Class
15 Representative Enhancement award to the Named Plaintiff should be granted and, if so, in what
16 amounts.

17 19. Class Counsel shall file Plaintiff's memorandum of points and authorities in support
18 of the final approval of the Settlement Agreement and his request for approval of Class Counsel
19 Fees and Costs, and Class Representative Enhancement award no later than 16 court days prior to
20 the Final Hearing. After the Final Hearing, the Court may enter a Final Order and Final Judgment
21 in accordance with the Settlement Agreement that will adjudicate the rights of all Class Members.

22 20. All discovery and other pretrial proceedings in this action are stayed and suspended
23 until further order of this Court, except such actions as may be necessary to implement the
24 Settlement Agreement and this Order.

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1 21. If, for any reason, the Court does not grant final approval of the Settlement, all
2 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
3 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

4 **IT IS SO ORDERED.**

5
6 Dated: _____, 2025

JUDGE OF THE SUPERIOR COURT