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 on behalf of herself and others similarly situated

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

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

Plaintiffs,

v.

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

Defendants.

Case No.: 23CV421926

CLASS ACTION

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

**DECLARATION OF VALERY DO IN SUPPORT
 OF PLAINTIFF'S UNOPPOSED MOTION FOR
 PRELIMINARY APPROVAL OF CLASS AND
 PAGA SETTLEMENT**

*[Filed concurrently with Notice of Motion and Motion;
 Memorandum of Points and Authorities; Declaration of
 David Arakelyan; and [Proposed] Order Granting
 Plaintiff's Motion for Preliminary Approval]*

Date: July 9, 2025

Time: 1:30 p.m.

Dept: 19

Original Complaint Filed: June 21, 2024

First Amended Complaint Filed: August 23, 2024

DECLARATION OF VALERY DO

I, Valery Do, declare:

1. I am over the age of eighteen and submit this Declaration in support of the Motion for Preliminary Approval of the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) entered into between me, on behalf of myself and other similarly situated, the general public, and aggrieved employees, and Defendant Recor Medical, Inc. (“Defendant.”) I understand that I am submitting this Declaration in support of preliminary and final Settlement approval in this action and my requested Enhancement Award of up to \$5,000.00. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them.

2. I am currently a resident of Santa Clara County, California and I was employed by Defendant during the relevant period as an hourly employee from March of 2023 to March of 2024. During my employment with Defendants, I was employed as a Senior Assembler, where my duties consisted of assembling parts for various devices under a microscope.

3. From my experience, and the documents and information I have reviewed from this action, I believe Defendant’s policies are or were uniformly applied to all employees of Defendant in California. I believe I have been similarly situated with the other Class Members as they have been defined in the Settlement Agreement.

4. I understand that I am asking to be approved to serve as the Class Representative for the Settlement Class in this action, which I understand is defined as all persons employed by Defendants in California as non-exempt hourly employees from June 21, 2020, through January 21, 2025. I also understand that I am serving as the representative plaintiff on behalf of other similarly situated and aggrieved employees in California in connection with the class action and representative claims.

5. I retained the law firm of D.Law, Inc. to represent me in this class action lawsuit against Defendants for the alleged practices and violations as now stated in the operative First Amended Complaint. The operative complaint presently asserts eight causes of action for 1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); 2) Failure to

1 Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); 3) Failure to Pay Hourly Wages
2 and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198); 4) Failure to Pay
3 Proper Vacation Wages (Lab. Code § 227.3); 5) Failure to Provide Accurate Written Wage
4 Statements (Lab. Code §§ 226(a)); 6) Failure to Timely Pay All Final Wages (Lab. Code §§ 201,
5 202 and 203); 7) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.) and 8) Civil Penalties
6 pursuant to the Private Attorneys General Act (“PAGA”), Labor Code § 2698.

7 6. The operative Complaint resulted from multiple conversations I had with my
8 attorneys and their staff regarding Defendant’s policies and practices. I also understand that the
9 operative Complaint has alleged, among other things, that Class Members were consistently
10 required to perform work, off-the-clock, for which they were not paid wages. I further understand
11 the operative Complaint has alleged that Defendants failed to provide us with meal periods and
12 rest breaks as required under California law. Specifically, the Complaint alleges that Defendant
13 required me and Class Members to arrive to work earlier than the time they were regularly
14 scheduled to work to prepare their work stations and get ready for the day, prior to clocking in.
15 Additionally, the Complaint alleges that the Class Members and I were required to perform work
16 related tasks after clocking out for the day, including attending mandatory work meetings which
17 were held by the Human Resources Department. The complaint further alleges that Defendant
18 implemented an unlawful time-rounding policy and practice which rounded down and reduced the
19 actual working hours recorded by me and Class Members. Defendant’s practice led to Class
20 Members and I not being compensated for all hours worked, resulting in unpaid regular and
21 overtime wages.

22 7. The complaint also alleges that the start of my and Class Members’ meal periods
23 were frequently delayed past the fifth hour of their work due to the off-the-clock work and
24 Defendant’s failure to schedule them at the proper times. Accordingly, Defendants’ practice
25 denied me and Class Members the opportunity to take duty free meal periods, to which we were
26 entitled, and they suffered from short, late, and interrupted meal periods. The complaint also
27 alleges that Defendants failed to pay the legally required premiums at their regular rate of pay
28 whenever meal periods were missed, interrupted, or late.

1 8. The complaint further alleges that Defendants maintained a policy or practice of not
2 providing me and Class Members of with net rest period of at least ten uninterrupted minutes for
3 each four hour work period. The complaint also alleges that Defendants failed to pay the legally
4 required premium at their regular rate of pay whenever rest periods were missed, interrupted, or
5 late. Moreover, the complaint alleges that Defendant implemented a common policy and practice
6 of failing to pay me and Class Members proper vacation wages at the proper rates of pay.
7 Specifically, Defendant did not pay me and Class Members the entirety of their unused vacation
8 time at the end of my and Class Members' employment with Defendant, and the amount it did pay
9 was not paid at my and Class Members' regular rate as it failed to incorporate any of the bonuses
10 earned by us.

11 9. I believe that I am similarly situated to all other Class Members and aggrieved
12 employees who worked for Defendant during the Class Period and who were similarly affected by
13 Defendant's policies and practices. I believe my claims against Defendant are typical of the other
14 Class Members, as the claims asserted in the operative Complaint and are also shared by the other
15 Class Members.

16 10. From the beginning of my involvement in this case and prior to filing the initial
17 Complaint, my attorneys informed me about what it meant to be a Class Representative. I
18 understood that I was expected to represent the other employees' interests, placing them ahead of
19 my own. I signed an acknowledgment of my duties as a Class Representative at the outset of this
20 action. I understood and believed the way that Defendant failed to pay me for my hours worked
21 was the same as the way it failed to pay all other employees who worked for Defendants. I am
22 happy that I was able to bring a lawsuit as a class representative to try and obtain the unpaid wages
23 and other compensation for myself, but also for my fellow employees like me who had not been
24 paid for all their hours worked or provided all their required breaks. I believe that my interests
25 have been and continue to be aligned with all Class Members, and I have been and am willing to
26 continue to pursue the Class Members' claims vigorously on our collective behalf. As a result, I
27 believe I do not have any interests that are adverse to the interests of the Class Members.

28 11. I understood it was my responsibility to actively participate in the lawsuit to

1 safeguard the interests of other Class Members and to ensure that my interests were not in conflict
2 with those of the other employees. I did so to the best of my ability, and I believe I have
3 maintained the best interests of the Class Members. I have actively participated in this litigation
4 and have been updated on the progress of the case. I have provided documents to Class Counsel in
5 support of the class claims and spent many hours discussing my claims and information regarding
6 my employment by Defendants. I have also invested significant time and efforts in performing my
7 duties on behalf of the Class, including during the initial complaint drafting process, in response to
8 informal discovery before mediation, speaking with Class Counsel about other witnesses and
9 answering questions in connection with the mediation and ongoing settlement negotiations, and
10 now throughout the preliminary and final Settlement approval process.

11 12. I have spent time communicating with Class Counsel to receive answers to my
12 questions or updates on the case progression. I estimate I have devoted approximately at least **20**
13 **hours** of my time to this action and vigorously representing the interests of the Settlement Class,
14 including by performing the following:

- 15 a. Researching the issues and claims I could bring against Defendants and
16 talking to my attorneys about initiating this action;
- 17 b. Being interviewed in detail by my counsel regarding the working conditions
18 we operated under for Defendants, and particularly my experiences and the policies and practices
19 that applied to my employment and the employment of the other similarly situated employees;
- 20 c. Searching for and gathering relevant documents in my possession and
21 providing them to my attorneys, and reviewing all documents produced by Defendants;
- 22 d. Speaking with and informing my attorneys of the identities of potential
23 witnesses and Class Members and responding to questions from Class Members and counsel and
24 from Defendants in discovery in preparation for mediation;
- 25 e. Preparing for the mediation session and reviewing settlement-related
26 documents and working with counsel to execute the mediator's proposal and the final versions of
27 the Settlement Agreement. I have also worked with counsel in connection with the motion for
28

preliminary approval of the Settlement Agreement in drafting this Declaration and will also do so as necessary in connection with final approval; and

f. Regularly receiving and responding to correspondence and phone calls from my attorneys regarding the claims and case status and then the Settlement and other related documents.

13. I have chosen to serve as a class representative despite my concerns about how my role in this class action may adversely affect my prospects for future employment given that this class action and the settlement is public information accessible by prospective employers. I expect that wherever I work in the future, my employer and immediate supervisors will have heard of my involvement with this case. For example, if you just Google search the case name there is a high possibility my name will come up after clicking on the appropriate links. I expect the publicity surrounding this case to increase even further once final approval of the Settlement is announced publicly. This guarantees that any prospective employer doing a simple Internet search on me will learn of my role as an instigator of this lawsuit. Although they are not supposed to retaliate against me, I think the reality is that I will experience a certain stigma for years to come. I fear retaliation or other adverse consequences will arise in my future employment due to my decision to serve as a Plaintiff and Class Representative in a class action against my employer.

14. I took a huge risk by coming forward to help with this class action. If I had lost the case and also been ordered to pay Defendant's litigation costs, it would have been financially devastating to me. . However, I also believe the Settlement obtained on behalf of the Settlement Class is fair and reasonable in view of the facts, claims and the risk of going through further litigation in this case. I reviewed the settlement agreement with Class Counsel in order to understand the benefits and risks and ultimately agreed to them, and I therefore followed Class Counsels' recommendation to settle the claims under the terms in the Settlement Agreement.

15. I have reviewed with my counsel the Settlement Agreement we have negotiated with Defendants in this action on behalf of the Class Members. I agreed to the terms because I believe the Settlement is fair and reasonable. I understand that once the Court grants preliminary approval

of the Settlement and to me serving as the Class Representative, the action will proceed with Settlement administration and then the final approval process.

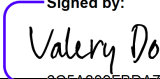
16. My opinion about the fairness and adequacy of the settlement in the case is not based on any potential payment. I also believe this amount is fair and justified because it is in consideration for a full general release, one that is much broader than the limited claims release for all Class Members. I was willing to agree to my broader release because it helped the parties agree to the Settlement, which I believe is an excellent result for the Class I have committed to represent.

17. I have not yet received any consideration or promises that are different than any of the other Class Members. In my opinion, the requested Enhancement Award of \$5,000.00 is fair and reasonable given the risks I have taken, the tasks I have performed, the time I have invested, and the real benefit which the Class Members will receive from this class action. In fact, I believe the Settlement has resulted in a good benefit for the Class Members.

18. I understand my requested \$5,000.00 Enhancement Award is subject to the Court's final approval and discretion, and I respectfully request that the Court approve awarding it and approve me to serve as the Class Representative for Settlement purposes.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 11 day of June 2025, at San Jose, California.

Signed by:

 Valery Do