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7 similarly situated

8 **SUPERIOR COURT OF CALIFORNIA**

9 **COUNTY OF SANTA CLARA**

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

12 *Plaintiff,*

13 v.

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

16 *Defendants.*

Case No. 24CV441617

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

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA SETTLEMENT AND RELEASE
OF CLAIMS AND JUDGMENT**

Date: December 17, 2025
Time: 1:30PM
Dept.: 10

Complaint Filed: June 21, 2024
FAC Filed: August 23, 2024
Trial Date: None Set

1 The above-referenced Class Action and PAGA Representative Action (“Action”) having
2 come before the Court on December 17, 2025, in Department 19 before the Honorable Theodore
3 C. Zayner, presiding for a hearing and Order Granting Final Approval of Class Action and PAGA
4 Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), filed and entered on August 4, 2025, the requirement of California
6 Rules of Court, 3.769(h), and as set forth in the Joint Stipulation of Class Action and PAGA
7 Settlement and Release Between Plaintiff VALERY DO and Defendant RECOR MEDICAL, INC.
8 (“Stipulation of Settlement”) in this Action, and due and adequate notice having been given to all
9 Class Members and PAGA Members as required in the Preliminary Approval Order, and the Court
10 having considered all papers filed and proceedings had herein and otherwise being fully informed,
11 and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, DECREED, and JUDGMENT IS HEREBY ENTERED:**

13 1. All terms used herein shall have the same meaning as defined in the Stipulation of
14 Settlement.

15 2. Consistent with the definitions provided in the Stipulation of Settlement, the terms
16 “Settlement Class” and “Class Members” shall mean all persons employed by Defendant in
17 California as hourly, non-exempt employees from June 21, 2020, through January 21, 2025. The
18 Settlement Class, however, shall not include any person who previously settled or released the
19 claims covered by this Settlement, or any person who previously was paid or received awards
20 through civil or administrative actions for the claims covered by this Settlement, or any person who
21 submitted a timely and valid Request for Exclusion as provided in this Settlement. The “Class
22 Period” shall be June 21, 2020, through January 21, 2025. All Class Members who worked any
23 hours for Defendant in California during any pay period from June 21, 2023, through January 21,
24 2025, are aggrieved employees with respect to the California Private Attorneys General Act
25 (“PAGA”) (“PAGA Members”). PAGA Members will be paid their PAGA Award and release the
26 Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion
27 from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of,
28 the Released PAGA Claims (defined below). For purposes of the Settlement and this Final Order,

1 “Released Parties” as referenced herein and as released in the Settlement shall collectively mean:
2 (i) Defendant Recor Medical, Inc.; (ii) each of Defendant’s former and present agents, directors,
3 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
4 subsidiaries, and affiliates.

5 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
6 to this Action, including all Class Members and PAGA Members.

7 4. Distribution of the Class and PAGA Notice directed to the Class Members and
8 PAGA Members as set forth in the Stipulation of Settlement and the other matters set forth therein
9 has been completed in conformity with the Preliminary Approval Order, including notice to all
10 Class Members and PAGA Members who could be identified through reasonable effort, and is the
11 best notice practicable under the circumstances. The Class and PAGA Notice provided due and
12 adequate notice of the proceedings and of the matters set forth therein, including the proposed
13 Settlement set forth in the Stipulation of Settlement, to all persons entitled to such Class and PAGA
14 Notice, and the Class and PAGA Notice fully satisfied the requirements of due process. All Class
15 Members, PAGA Members, Released Class Claims and all Released PAGA Claims, are covered
16 by and included within the Settlement and this Final Order.

17 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
18 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds
19 that the Settlement is fair, adequate and reasonable and that Plaintiffs have satisfied the standards
20 and applicable requirements for final approval of this class action Settlement under California
21 law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule
22 of Civil Procedure Rule 23, approved for use by the California state courts in *Vasquez v. Superior*
23 *Court* (1971) 4 Cal.3d 800, 821.

24 6. The Court hereby approves the Settlement set forth in the Stipulation of Settlement
25 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties
26 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
27 reached as a result of arms-length negotiations and private mediation. The Court further finds that
28 the Parties have conducted investigation and research, and counsel for the Parties are able to

1 reasonably evaluate their respective positions. The Court also finds that Settlement at this time will
2 avoid additional substantial costs, as well as avoid the delay and risks that would be presented by
3 the further prosecution of the Action. The Court has reviewed the benefits that are being granted as
4 part of the Settlement and recognizes the significant value to the Class Members and PAGA
5 Members. The Court also finds that the Class is properly certified as a class for settlement purposes
6 only.

7 7. As of the date of entry of this Final Order, each and every Released Claim
8 (as defined in the Stipulation of Settlement and set forth below) of each and every Class Member
9 is and shall be deemed to be conclusively released as against the Released Parties. As of the date
10 of this Final Order, the Class Representatives and each and every Class Member who have not
11 submitted a valid Request for Exclusion are hereby released and forever barred and enjoined from
12 prosecuting the Released Claims, except as to such rights or claims as may be created by the
13 Settlement, against Defendants and the Released Parties from any and all claims under state, federal
14 and local law ultimately alleged in this Action and that reasonably could have been alleged in this
15 Action based on the factual allegations contained in the operative Complaint in this Action and any
16 amendments thereto, as to the Class Members, including without limitation, California Labor Code
17 sections 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 227.3, 510, 512, 515, 558, 558.1, 1174,
18 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, *et seq.*, California
19 Industrial Welfare Commission Wage Orders, Business and Professions Code sections 17200 *et*
20 *seq.*, and including all claims for failure to pay all wages, failure to pay overtime or pay overtime
21 at the correct rate of pay, failure to pay for all hours worked (off-the-clock work), failure to provide
22 meal periods, failure to provide rest periods, failure to timely pay final wages and wages earned
23 during employment, failure to provide accurate, itemized wage statements, failure to pay minimum
24 wages, statutory wage violations, failure to pay vested time off or vacation, failure to provide final
25 pay at place of discharge, and failure to maintain accurate and complete records, and includes all
26 claims for recovery of compensation, overtime pay, minimum wage, premium pay, and/or all
27 penalties under the California Labor Code and California's Wage Orders, and claims derivative
28 and/or related to those claims, including those under the California Business & Professions Code

1 (collectively, “Released Class Claims”) from June 21, 2020, through January 21, 2025 (“Class
2 Release Period”). Participating Class Members do not release any other claims, including claims
3 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
4 unemployment insurance, disability, social security, workers’ compensation, or claims based on
5 facts occurring outside the Class Period. Additionally, this release does not extend to any of the
6 claims brought by Plaintiff Valery, which were filed on April 17, 2024, and are currently pending
7 with the Workers’ Compensation Appeals Board, San Jose (SJO – ADJ), Case No. ADJ19141657,
8 or any other claims by Plaintiff Do under the Fair Employment and Housing Act (“FEHA”) or any
9 other derivative claims, and respective relief.

10 8. As of the date of entry of this Final Order, the claims to be released by the PAGA
11 Members include all claims arising during the PAGA Period seeking civil penalties under PAGA,
12 that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent
13 permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA
14 Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or
15 the LWDA letter, including but not limited to all claims arising under the California Labor Code
16 including, but not limited to, sections 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 227.3, 510,
17 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698,
18 2699, and based the facts alleged in the Action (collectively, “Released PAGA Claims”). The
19 Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all
20 PAGA Members from June 21, 2023, through January 21, 2025 (“PAGA Release Period”), and
21 for the entire PAGA Release Period, regardless of whether Plaintiff and/or a PAGA Member
22 negotiates (cashes) their/his/her settlement checks sent pursuant to the Settlement. PAGA Members
23 cannot and do not have the right to opt out of the PAGA Group and/or release their PAGA claims
24 against the Released Parties. As such, an individual opting out of the Settlement Class has no impact
25 as to their/his/her standing and/or inclusion in the PAGA Group assuming they/he/she qualify(ies)
26 as a PAGA Member.

27 9. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement
28 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding

1 of the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other
2 Released Parties. Neither this Final Order, the Stipulation of Settlement, nor any document referred
3 to herein, nor any action taken to carry out the Stipulation of Settlement, may be construed as, or
4 may be used as, an admission by or against Defendant, or any of the other Released Parties, of any
5 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of
6 Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed
7 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses
8 by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any
9 action or proceeding in any court, administrative agency or other tribunal for any purpose
10 whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement,
11 the Released Class Claims, the Released PAGA Claims, and any related agreement or release.
12 Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in
13 any other proceeding, the Final Order, the Stipulation of Settlement, and any other papers and
14 records on file in this Action as evidence of the Settlement to support a defense of *res judicata*,
15 collateral estoppel, release or other theory of claim or issue preclusion or similar defense as to the
16 Released Class Claims and the Released PAGA Claims.

17 10. The Court finds the settlement payments provided for under the Settlement to be fair
18 and reasonable in light of all of the circumstances. The Court orders the calculations and the
19 payments to be made and administered in accordance with the terms of the Settlement.

20 11. The Court hereby confirms D.Law, Inc. as Class Counsel for the Settlement Class
21 and for all PAGA Members.

22 12. The Court finds the \$150,000.00 Gross Settlement Amount provided for under the
23 Settlement to be fair and reasonable. Defendants are required to make all payments necessary to
24 fund the Settlement in accordance with the terms of the Settlement Agreement.

25 13. The Court further finds that the common fund doctrine is applicable to this Action
26 because there is a sufficiently identifiable class of beneficiaries (“the Class”), the benefits can be
27 accurately traced to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the
28 Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,

1 lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The
2 Court finds the attorneys' fees request of thirty-three and one-third percent (33 1/3%) of the Gross
3 Settlement Amount to be appropriate compensation for Class Counsel. The attorneys' fees request
4 is within the range that has been approved by other courts in similar cases and reasonable in light
5 of the circumstances of this Action, the substantial and beneficial results obtained on behalf of the
6 Class, and the contingent nature of the recovery over the course of this Action, which included
7 potential loss at summary judgment, certification and/or trial proceedings.

8 14. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
9 set forth in Class Counsel's application, an award of attorneys' fees in the amount of \$ _____
10 and for costs and expenses in the amount of \$ _____ as final payment for and complete
11 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel is
12 hereby granted. The Court finds that Class Counsel's request falls within the range of
13 reasonableness and that the result achieved justifies the award and that the requested expenses were
14 reasonably incurred. The payment of fees and costs to Class Counsel shall be made from the Gross
15 Settlement Amount in accordance with the terms of the Settlement Agreement. The Court shall
16 examine the final accounting at a Compliance Hearing set on _____, 2026. (Note:
17 This will be no sooner than 150 days after the settlement becomes final, as the checks will be valid
18 at least 120 days, plus a reasonable number of days for administration of the mailings by the
19 administrator.)

20 15. The Court further orders that the award of attorneys' fees and costs set forth in this
21 Paragraph shall be administered pursuant to the terms of the Stipulation of Settlement and made
22 payable to and deposited into the bank account of "D.Law, Inc." as Class Counsel in this Action.

23 16. The Court also hereby approves and orders payment of an Enhancement Award to
24 Plaintiff and Class Representative Valery Do in the amount of \$5,000.00 from the Gross Settlement
25 Amount.

26 17. The Court also approves a payment of \$10,000.00 for claims asserted under
27 California's Private Attorneys General Act ("PAGA Payment"), with 65% of the PAGA Payment
28 (\$6,500.00) paid to the California Labor and Workforce Development Agency and the other 35%

1 (\$3,500.00) added to the Net Settlement Amount to be paid to the Aggrieved Employees (as defined
2 in the Settlement Agreement). The PAGA Payment is included in, and shall come from, the Gross
3 Settlement Amount. The PAGA Payment shall be made from the Gross Settlement Amount in
4 accordance with the terms of the Settlement Agreement.

5 18. The Court also hereby approves and orders payment from the Gross Settlement
6 Amount for actual claims administration expenses incurred by the Settlement Administrator,
7 Phoenix Class Action Administration Solutions in the amount of \$6,000.00

8 19. The Court also hereby approves and orders that any residue from uncashed
9 settlement award checks after the expiration date will be paid out to the California Unclaimed
10 Property Fund in the individual's name pursuant to California Code of Civil Procedure
11 section 384(b).

12 20. The Court also hereby finds and orders that the Stipulation of Settlement is and
13 constitutes a fair, adequate, and reasonable compromise of the Released Claims against Defendants
14 and the Released Parties.

15 21. The Court hereby enters judgment in the entire Action as of the filing date of this
16 Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the
17 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
18 interpretation, implementation and enforcement of the Settlement and all orders entered in
19 connection therewith pursuant to California Code of Civil Procedure section 664.6.

20 22. Provided the Settlement becomes effective under the terms of the Stipulation of
21 Settlement, the Court also hereby orders that the deadline for mailing the Court-approved
22 Settlement Awards, attorneys' fees and costs, and Enhancement Award is as set forth in the
23 Implementation Schedule within the Preliminary Approval Order.

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1 23. This Judgment is intended to be a final disposition of the above-captioned action in
2 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
3 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.
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5 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

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7 Dated: _____

By: _____
The Honorable Theodore C. Zayner
Superior Court Judge

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