

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
David Arakelyan (SBN 337076)
d.arakelyan@d.law
450 N. Brand Blvd, Suite 840
Glendale, CA 91203
Telephone: (818) 962- 6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff Valery Do,
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]*

**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 Arakelyan;
Declaration of Valery Do; and [Proposed] Order]*

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

Original Complaint Filed: June 21, 2024
First Amended Complaint Filed: August 23, 2024

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

2 PLEASE TAKE NOTICE that on July 9, 2025 at 1:30 p.m. in Department 19 of the
3 Courthouse of the Santa Clara County Superior Court located at 191 North First Street, San José,
4 California 95113, Plaintiff Valery Do (“Plaintiff”), on behalf of herself and other similarly
5 situated employees of Defendant Recor Medical, Inc. (“Defendant”)v(hereinafter, Plaintiff and
6 Defendant collectively referred to as the “Parties”), will and hereby do move this Court pursuant
7 to California Code of Civil Procedure § 382 and California Rule of Court 3.769 for an order as
8 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 persons employed by Defendant in California and classified as hourly, non-exempt
12 employees who worked for Defendant during the Class Period, which is defined as
13 June 21, 2020, through January 21, 2025.”
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 One-Hundred
25 and Fifty-Thousand Dollars and Zero Cents (\$150,000.00) (“Gross Settlement Amount” or
26 “GSA”) to be paid on a non-reversionary basis. The amount remaining of the Gross Settlement
27 Amount after the following deductions have been made (“Net Settlement Amount”) shall be

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1 available for distribution to Class Members who do not opt out of the settlement:

- 2 • Up to one-third (33% 1/3) of the GSA, or \$50,000.00, to Class Counsel for
3 Attorneys' Fees, and up to \$15,000.00 to Class Counsel for reimbursement of
4 reasonable expenses incurred to prosecute the Action;
- 5 • Up to \$5,000.00 to Plaintiff as an Enhancement Award for service as the class
6 representative;
- 7 • Up to \$6,000.00 to the Settlement Administrator for its fees and costs to
8 administer the Settlement; and
- 9 • \$6,500.00 to the LWDA of the State of California for settlement of claims for civil
10 penalties under PAGA and \$3,500.00 as the Net PAGA Settlement Amount to be
11 paid to PAGA Members.

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

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1 This Notice of Motion and Motion is based on this Notice, the accompanying
2 Memorandum of Points and Authorities, the Declaration of David Arakelyan, the Declaration of
3 Valery Do, the Declaration of Jodey Lawrence, the pleadings, records and files in the case, and
4 such other further oral and documentary evidence which may be submitted at or before the
5 hearing on this Motion.

6 Dated: June 13, 2025

Respectfully submitted,

7 D.LAW, INC.

8 By: /s/ David Arakelyan

9 David Yeremian
10 David Keledjian
11 David Arakelyan
12 Attorneys for Plaintiff Valery Do,
13 on behalf of herself and others similarly
14 situated
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