

MAY 16 2025

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JUL 25 2025
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 13 on behalf of themselves and others similarly situated

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 15 FOR THE COUNTY OF SAN JOAQUIN

16 JORGE LEYVA, and LUCKY SYSAVATH,
 17 individuals on behalf of himself and all others
 similarly situated,
 18 Plaintiff,

19 vs.

20 UNIVERSAL SERVICE RECYCLING,
 INC., a California Corporation;
 21 UNIVERSAL SERVICE RECYCLING
 MERCED, INC., a California Corporation;
 22 UNIVERSAL SERVICE RECYCLING
 NEVADA, LLC., a business entity of
 23 unknown form; and DOES 1 through 50,
 inclusive,

24 Defendants.

Case No.: STK-CV-UOE-2023-7875

CLASS ACTION

Assigned for All Purposes To:
 Hon. Barbara Kronlund

~~PROPOSED~~ ORDER GRANTING (1)
 PRELIMINARY APPROVAL OF THE
 CLASS ACTION SETTLEMENT; (2)
 APPROVING NOTICE OF SETTLEMENT;
 AND (3) SETTING HEARING FOR FINAL
 APPROVAL

Hearing

Date: ~~June 10, 2025; June 11, 2025; June 12,~~
~~2025; June 13, 2025; June 18, 2025; Next~~
 available JUL 25 2025
 Time: 9:00 am
 Dept: 10D

BY FAX

1 **RECITALS**

2 On November 25, 2024, Plaintiffs JORGE LEYVA and LUCKY SYSAVATH (the “Named
3 Plaintiffs”), individually and on behalf of the Class, and Defendants Universal Service Recycling,
4 Inc., Universal Service Recycling Merced, Inc., Universal Service Recycling Nevada, LLC., and
5 William Mendonca (collectively “Defendants”) entered into a class action and PAGA settlement,
6 the terms and conditions of which are set forth in the parties’ Class Action and PAGA Settlement
7 Agreement (hereafter collectively, the “Settlement” or “Settlement Agreement”). Unless otherwise
8 provided in this Order, all capitalized terms shall have the same meaning as set forth in the
9 Settlement Agreement.

10 The motion of the Named Plaintiffs for an order preliminarily approving the settlement of
11 this action, approving the form notice of settlement, and setting a final approval hearing came on
12 for a hearing in Department 10D of this Court on _____, 2025.

13 This Court, having fully considered Plaintiffs’ Motion, the Memorandum of Points and
14 Authorities in support, the Declaration 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 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 this action based upon the Settlement Agreement and (2) the PAGA Settlement Payment is fair
20 and adequate and the PAGA Settlement Payment should be approved.

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

22 **ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND**
23 **APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL**

24 1. The Court finds that certification of the following class, for settlement purposes only,
25 is appropriate:

26 “all persons employed by Defendants in California and classified as a non-exempt,
27 hourly employee who worked for Defendants at any time between July 26, 2019, to
28

1 January 7, 2025.”

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

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

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

21 5. For settlement purposes only, the Court finds that the Named Plaintiffs, Jorge Leyva
22 and Lucky Sysavath, are adequate representatives and appoints them as such. The Court further
23 finds that Emil Davtyan, David Yeremian, and Natalie Haritounian of D.Law, Inc., and Adam
24 Corren and Spencer Sinclair of Law Offices of Corren & Corren have adequately represented the
25 Named Plaintiffs and the Class in this litigation, and the Court appoints them as Class Counsel.

26 6. The Court appoints Apex Class Action, LLC to perform the duties of a Settlement
27 Administrator for the purpose of issuing the Class Notice and administering the Settlement.
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1 7. 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 Defendants, that this action is appropriate for class treatment for litigation purposes. Entry of this
4 Order is without prejudice to the rights of Defendants to oppose class certification in the actions,
5 should the proposed Settlement Agreement not be granted final approval.

6 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

7 8. The Court has reviewed the Settlement Agreement and the proposed Class Notice to
8 the Settlement Agreement. The Court finds, on a preliminary basis, that the Settlement Agreement
9 appears to be within the range of reasonableness of a settlement that could ultimately be given final
10 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 when
12 balanced against the probable outcome of further litigation relating to liability and damages issues;

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

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

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

20 9. The Court further approves the following representative group of employees as
21 governed by the Settlement Agreement with respect to the PAGA Claim:

22 "a person employed by Defendants in California and classified as a non-exempt,
23 hourly employee who worked for Defendants at any time between December 15,
24 2020, to January 7, 2025."

25 10. The Court grants approval of the PAGA Settlement Payment pursuant to the terms
26 and conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
27 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code
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1 § 2699(1)(2).

2 11. Because a PAGA action is not a class action, Class Members may not opt out of, or
3 object to, the PAGA Settlement Payment.

4 12. If the Court does not grant final approval of the Settlement Agreement, approval of
5 the PAGA settlement will be vacated.

6 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

7 **AND TIMELINE FOR SENDING CLASS NOTICE**

8 13. This Court finds that the Class Notice fairly and adequately advises the potential
9 Class Members of the terms of the Settlement and the process for the Class Members to obtain the
10 benefits available under the Settlement Agreement, as well as the right of Class Members to opt out
11 of the class, to file documentation in opposition to the proposed settlement, and to appear at the
12 settlement hearing to be conducted on the date set by the Court. The Court further finds that the
13 Class Notice and proposed distribution of such Class Notice by first-class mail to each identified
14 Class Member at their last known address comports with all constitutional requirements, including
15 those of due process under the United States and California constitutions, and meets the
16 requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766.
17 Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

18 14. The Settlement Administrator shall, as soon as practicable, but no later than
19 _____, 2025 cause the Class Notice to be mailed by first class mail to all known members
20 of the Class certified by this Court in this action to the most recent address in Defendants' business
21 records for each known member of the Class. The mailing of the Class Notices directed in this Order
22 constitutes the best notice practicable under the circumstances and sufficient notice to all members
23 of the Class.

24 15. The costs of settlement administration, including the cost of printing and mailing the
25 Class Notices shall be paid from the Settlement Amount. Such costs shall be withheld from the
26 Settlement Amount by the Settlement Administrator pursuant to the terms of the Settlement
27 Agreement.

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1 and enhancement awards to the Named Plaintiffs should be granted and, if so, in what amounts.

2 22. Members of the Class who have not timely elected to be excluded from the Class and
3 who object to the proposed Settlement may appear and present such objections at the Settlement
4 Hearing in person or by counsel, provided that the objecting Class Member complied with the
5 requirements to object to the Settlement. No person shall be heard, and no briefs or papers shall be
6 received or considered, unless the requirements to object to the Settlement have been satisfied,
7 except as this Court may permit for good cause shown.

8 23. Class Counsel shall file Plaintiffs' memorandum of points and authorities in support
9 of the final approval of the Settlement Agreement and their request for approval of the attorneys'
10 fees, litigation costs, and enhancement awards no later than 16 court days prior to the Final Hearing.
11 After the Final Hearing, the Court may enter a Final Order and Final Judgment in accordance with
12 the Settlement Agreement that will adjudicate the rights of all Class Members.

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

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

19 **IT IS SO ORDERED.**

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21 Dated: 7/25, 2025


JUDGE OF THE SUPERIOR COURT

1 D.LAW, INC.
2 Emil Davtyan (SBN 299363)
3 Emil@d.law
4 David Yeremian (SBN 226337)
5 d.yeremian@d.law
6 Natalie Haritounian (SBN 324318)
7 n.haritounian@d.law
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14 Stockton, CA 95219
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16 Attorneys for Plaintiffs JORGE LEYVA and LUCKY SYSAVATH,
17 on behalf of themselves and others similarly situated

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF SAN JOAQUIN**

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17 individuals on behalf of himself and all others
18 similarly situated,

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21 INC., a California Corporation;
22 UNIVERSAL SERVICE RECYCLING
23 MERCED, INC., a California Corporation;
24 UNIVERSAL SERVICE RECYCLING
25 NEVADA, LLC., a business entity of
26 unknown form; and DOES 1 through 50,
27 inclusive,

28 Defendants.

Case No.: STK-CV-UOE-2023-7875

CLASS ACTION

Assigned for All Purposes To:
Hon. Barbara Kronlund

PROOF OF SERVICE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

On May 15, 2025, I served the foregoing:

1. **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR AN ORDER (1) PRELIMINARILY APPROVING THE CLASS ACTION SETTLEMENT; (2) APPROVING NOTICE OF SETTLEMENT; (3) SETTING HEARING FOR FINAL APPROVAL; AND (4) GRANTING LEAVE TO FILE A SECOND AMENDED COMPLAINT**
2. **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR AN ORDER (1) PRELIMINARILY APPROVING THE CLASS ACTION SETTLEMENT; (2) APPROVING NOTICE OF SETTLEMENT; (3) SETTING HEARING FOR FINAL APPROVAL; AND (4) GRANTING LEAVE TO FILE A SECOND AMENDED COMPLAINT**
3. **DECLARATION OF NATALIE HARITONIAN IN SUPPORT OF PLAINTIFFS' MOTION FOR AN ORDER (1) PRELIMINARILY APPROVING THE CLASS ACTION SETTLEMENT; (2) APPROVING NOTICE OF SETTLEMENT; (3) SETTING HEARING FOR FINAL APPROVAL; AND (4) GRANTING LEAVE TO FILE A SECOND AMENDED COMPLAINT**
4. **DECLARATION OF SPENCER D. SINCLAIR IN SUPPORT OF PLAINTIFFS' MOTION FOR FOR AN ORDER (1) PRELIMINARILY APPROVING THE CLASS ACTION SETTLEMENT; (2) APPROVING NOTICE OF SETTLEMENT; (3) SETTING HEARING FOR FINAL APPROVAL; (4) GRANTING LEAVE TO FILE SECOND AMENDED COMPLAINT**
5. **[PROPOSED] ORDER GRANTING (1) PRELIMINARY APPROVAL OF THE CLASS ACTION SETTLEMENT; (2) APPROVING NOTICE OF SETTLEMENT; (3) SETTING HEARING FOR FINAL APPROVAL; AND (4) GRANTING LEAVE TO FILE A SECOND AMENDED COMPLAINT**

19 on Interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope,
20 addressed as follows:

21 Roberts, Kate
kate.roberts@sidley.com
22 Kwan, Nicole
nkwan@sidley.com
23 **SIDLEY AUSTIN LLP**
350 South Grand Avenue
24 Los Angeles, CA 90071

25 (BY MAIL) I placed such envelope with postage thereon fully paid in the United States
26 mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and
27 processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day
28 in the ordinary course of business. I am aware that on motion of party served, service is
presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of
deposit for mailing in affidavit.

1 [X] **COURTESY COPY BY ELECTRONIC TRANSMISSION**) by use of email by
scanning the documents, and any and all documents, and emailing them to email addresses above.

2 [] **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package
3 provided by an overnight delivery carrier and addressed to the persons at the address above. I
4 placed the envelope or package for collection and overnight delivery at an office or a regularly
utilized drop box of the overnight delivery carrier.

5 [X] **(STATE)** I certify (or declare) under penalty of perjury under the laws of the State of
California that the foregoing is true and correct.

6 Executed on May 15, 2025, at Glendale, California.

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9 _____
10 Silvia Pimentel
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