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FILED
Superior Court of California
County of Los Angeles
03/11/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

6 Attorneys for Plaintiff SEAN GITTENS on behalf of himself and others
7 similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 SEAN GITTENS, on behalf of himself and all
11 others similarly situated, and the general public,
Plaintiff,

12 v.

13 NVA MASH CAPITAL PARTNERS, LP, a
14 California corporation; NVA MASH
VETERINARY MANAGEMENT, LP, a
15 California corporation; NVA ABBY GP, INC., a
16 California corporation; NATIONAL
VETERINARY ASSOCIATES, INC., a
17 Delaware corporation; and DOES 1 through 50,
inclusive,

18 *Defendants.*

Case No. 23STCV23169

[Assigned for all purposes to the Hon. William
F. Highberger, Dept. 10]

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA SETTLEMENT AND RELEASE
OF CLAIMS**

Date: March 11, 2026
Time: 10:00 AM
Dept.: 10

Complaint Filed: September 21, 2023
FAC Filed: December 15, 2023
Trial Date: None Set

1 The above-referenced Class Action and PAGA Representative Action (“Action”) having
2 come before the Court on March 11, 2026, in Department 10 before the Honorable William F.
3 Highberger, 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 November 17, 2025, and as set forth in the
6 Joint Stipulation of Class Action and PAGA Settlement and Release (and the Addendum) between
7 Plaintiff SEAN GITTENS and Defendants NVA MASH CAPITAL PARTNERS, LP, a California
8 corporation; NVA MASH VETERINARY MANAGEMENT, LP, a California corporation; NVA
9 ABBY GP, INC., a California corporation; NATIONAL VETERINARY ASSOCIATES, INC.
10 (“Stipulation of Settlement”) in this Action, and due and adequate notice having been given to all
11 Class Members and PAGA Members as required in the Preliminary Approval Order, and the Court
12 having considered all papers filed and proceedings had herein and otherwise being fully informed,
13 and good cause appearing therefor,

14 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

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

17 2. Consistent with the definitions provided in the Stipulation of Settlement, the terms
18 “Settlement Class” and “Class Members” shall mean all persons employed by Defendants in
19 California and classified as hourly, non-exempt employees who worked for Defendants during the
20 Class Period from September 21, 2019, through October 18, 2024. The “Class Period” shall be
21 September 21, 2019, through October 18, 2024. All Class Members who worked any hours for
22 Defendants in California during any pay period from September 21, 2022 through October 18,
23 2024, are aggrieved employees with respect to the California Private Attorneys General Act
24 (“PAGA”) (“PAGA Members”). PAGA Members will be paid their PAGA Award and release the
25 Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion
26 from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of,
27 the Released PAGA Claims (defined below). For purposes of the Settlement and this Final Order,
28 “Released Parties” as referenced herein and as released in the Settlement shall collectively mean:

1 (i) Defendants NVA MASH CAPITAL PARTNERS, LP; NVA MASH VETERINARY
2 MANAGEMENT, LP; NVA ABBY GP, INC.; and NATIONAL VETERINARY ASSOCIATES,
3 INC.; (ii) each of Defendants and each of their former and present directors, officers, shareholders,
4 owners, members, attorneys, principals, insurers, predecessors, successors, assigns, subsidiaries,
5 parent companies, business units, successors, assigns, and affiliates..

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

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

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

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

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

8 7. As of the date of entry of this Final Order, each and every Released Claim
9 (as defined in the Stipulation of Settlement and set forth below) of each and every Class Member
10 is and shall be deemed to be conclusively released as against the Released Parties. As of the date
11 of this Final Order, the Class Representatives and each and every Class Member who have not
12 submitted a valid Request for Exclusion are hereby released and forever barred from prosecuting
13 the Released Claims, except as to such rights or claims as may be created by the Settlement, against
14 Defendant and the Released Parties from any and all claims under state, federal and local law
15 ultimately alleged in this Action and that reasonably could have been alleged in this Action based
16 on the factual allegations contained in the operative Complaint in this Action and any amendments
17 thereto, as to the Class Members, including without limitation, California Labor Code sections 201,
18 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 226.8, 227.3, 246, 510, 512, 515, 558, 558.1, 1174,
19 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, California
20 Industrial Welfare Commission Wage Orders, Business and Professions Code sections 17200 *et*
21 *seq.*, and including all claims for failure to pay all wages, failure provide meal and rest periods, to
22 pay overtime or pay overtime at the correct rate of pay, failure to pay for all hours worked (off-the-
23 clock work), failure to reimburse business expenses, failure to timely pay final wages and wages
24 earned during employment, failure to provide accurate, itemized wage statements, failure to pay
25 minimum wages, and includes all claims for recovery of compensation, overtime pay, minimum
26 wage, premium pay, and/or all penalties under the California Labor Code and California's Wage
27 Orders, and claims derivative and/or related to those claims, including those under the California
28 Business & Professions Code (collectively, "Released Class Claims") from September 21, 2019,

1 through October 18, 2024 (“Class Release Period”). Participating Class Members do not release
2 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
3 Employment and Housing Act, unemployment insurance, disability, social security, workers’
4 compensation, or claims based on facts occurring outside the Class Period.

5 8. As of the date of entry of this Final Order, the claims to be released by the PAGA
6 Members include all claims arising during the PAGA Period seeking civil penalties under PAGA,
7 that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent
8 permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA
9 Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or
10 the LWDA letter, including but not limited to all claims arising under the California Labor Code
11 including, but not limited to, sections 201, 202, 203, 204, 210, 212, 213, 226, 226.3, 226.7, 226.8,
12 227.3, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198,
13 1199, 2698, 2699, *et seq.*, and 2802, and based the facts alleged in the Action (collectively,
14 “Released PAGA Claims”). The Settlement shall release and bar all Released PAGA Claims by or
15 on behalf of Plaintiff and all PAGA Members from September 21, 2022 through October 18, 2024
16 (“PAGA Release Period”), and for the entire PAGA Release Period, regardless of whether Plaintiff
17 and/or a PAGA Member negotiate (cash) their/his/her settlement checks sent pursuant to the
18 Settlement. PAGA Members cannot and do not have the right to opt out of the PAGA Group and/or
19 release their PAGA claims against the Released Parties. As such, an individual opting out of the
20 Settlement Class has no impact as to their/his/her standing and/or inclusion in the PAGA Group
21 assuming they/he/she qualify(ies) as a PAGA Member.

22 9. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement
23 is an admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding
24 of the validity of any claims in this Action, or of any wrongdoing by Defendants or any of the other
25 Released Parties. Neither this Final Order, the Stipulation of Settlement, nor any document referred
26 to herein, nor any action taken to carry out the Stipulation of Settlement, may be construed as, or
27 may be used as, an admission by or against Defendants, or any of the other Released Parties, of any
28 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of

1 Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed
2 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses
3 by Defendants, or any of the other Released Parties, and shall not be offered in evidence in any
4 action or proceeding in any court, administrative agency or other tribunal for any purpose
5 whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement,
6 the Released Class Claims, the Released PAGA Claims, and any related agreement or release.
7 Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in
8 any other proceeding, the Final Order, the Stipulation of Settlement, and any other papers and
9 records on file in this Action as evidence of the Settlement to support a defense of *res judicata*,
10 collateral estoppel, release or other theory of claim or issue preclusion or similar defense as to the
11 Released Class Claims and the Released PAGA Claims.

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

17 11. 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 12. The Court hereby confirms D.Law, Inc. as Class Counsel for the Settlement Class
21 and for all PAGA Members.

22 13. The Court further finds that the common fund doctrine is applicable to this Action
23 because there is a sufficiently identifiable class of beneficiaries (“the Class”), the benefits can be
24 accurately traced to the Settlement that Plaintiffs and Class Counsel negotiated on behalf of the
25 Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,
26 lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The
27 Court finds the attorneys’ fees request of thirty-three and one-third percent (33 1/3%) of the Gross
28 Settlement Amount to be appropriate compensation for Class Counsel. The attorneys’ fees request

1 is within the range that has been approved by other courts in similar cases and reasonable in light
2 of the circumstances of this Action, the substantial and beneficial results obtained on behalf of the
3 Class, and the contingent nature of the recovery over the course of this Action, which included
4 potential loss at summary judgment, certification and/or trial proceedings. Pursuant to the terms of
5 the Settlement, and the authorities, evidence, and argument submitted by Class Counsel, the Court
6 hereby awards Class Counsel attorneys' fees in the amount of \$183,333.33 and attorneys' costs in
7 the amount of \$24,460.99, from the Gross Settlement Amount as final payment for and complete
8 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and
9 any other person or entity related to this Action. The Court further orders that the award of
10 attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of
11 the Stipulation of Settlement and made payable to and deposited into the bank account of "D.Law,
12 Inc." as Class Counsel in this Action.

13 14. The Court also hereby approves and orders payment of an Enhancement Award to
14 Plaintiff and Class Representative Sean Gittens in the amount of \$5,000.00 from the
15 GrossSettlement Amount.

16 15. The Court also hereby approves and orders payment in the amount of \$28,000.00
17 from the Gross Settlement Amount for PAGA penalties, payable to the California Labor and
18 Workforce Development Agency.

19 16. The Court also hereby approves and orders payment from the Gross Settlement
20 Amount for actual claims administration expenses incurred by the Settlement Administrator, Apex
21 Class Action LLC in the amount of \$7,750.00

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

26 18. The Court also hereby finds and orders that the Stipulation of Settlement is and
27 constitutes a fair, adequate, and reasonable compromise of the Released Claims against Defendants
28 and the Released Parties.

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