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22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

23 **FOR THE COUNTY OF LOS ANGELES**

24 **Brenda Ceja**, on behalf of all similarly
25 situated individuals,

26 Plaintiff,

27 v.

28 **Western Veterinary Center, Inc.**, a
California Corporation; **Ricardo Garcia**, an
individual; and Does 1-10, inclusive;

Defendants.

CASE NO. 25STCV11879

[Assigned for all purposes to the Hon. Daniel S.
Murphy; Dept. 32]

**JOINT SETTLEMENT OF PAGA
REPRESENTATIVE ACTION**

Case Filed: April 23, 2025

Trial Date: Not Set

SETTLEMENT AND RELEASE OF PAGA REPRESENTATIVE ACTION

This Settlement and Release of PAGA Representative Action (“Agreement” or “Settlement Agreement”) is made and entered into by and between Brenda Ceja (“Plaintiff” or “Ms. Ceja”), individually and as the authorized proxy for the State of California and the Labor and Workforce Development Agency, and Western Veterinary Center, Inc. (“Western”), and Ricardo Garcia (“Garcia” with Western, “Defendants”) (collectively with Plaintiff, the “Parties”).

This Agreement is subject to the approval of the Court pursuant to Cal. Lab. Code § 2699(l)(2) and is made for the sole purpose of attempting to consummate settlement of the lawsuit entitled *Ceja v. Western Veterinary Center, Inc., et al.*, Los Angeles Superior Court Case No. 25STCV11879 (the “Lawsuit”) on the following terms and conditions:

RECITALS

1. On January 20, 2025, Plaintiff Brenda Ceja submitted a letter to the Labor and Workforce Development Agency (“LWDA”) pursuant to the Private Attorneys General Act (“PAGA”), alleging violations of Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1401, 1174, 1194, 1198, and 2802, as well as the applicable Wage Orders.

2. On April 30, 2025, Plaintiff filed her Complaint in the Los Angeles County Superior Court, seeking civil penalties under PAGA and asserting the same statutory and Wage Order violations against Defendants. (“Action”)

3. Defendants conducted an investigation into the allegations in the Action prior to attending private mediation on July 30, 2025. The Parties participate in a full day mediation before an experienced mediator, Hon. Steven Denton (ret). During this mediation, the Parties engaged in good faith arm's length negotiations. At the conclusion, the Parties resolved the Action, subject to the comprehensive Settlement and entry of Preliminary Approval by the Court.

4. Defendants deny any liability and wrongdoing of any kind associates with the claims alleged in the Action, and further denies that the Action is appropriate for PAGA representative action treatment for any purpose other than this Settlement. Defendants do not admit any of the violations of the law or liability whatsoever to Plaintiff or PAGA employees, individually or collectively; all such liability being expressly denied.

5. Defendants contend that they complied with all applicable California laws including but not limited to the Labor Code and IWC Wage Orders.

6. This Settlement shall not be admissible or used for any purpose in any other action or proceeding to establish or infer liability or wrongdoing on the part of Defendants. Whether or not the Effective Date occurs, neither this Settlement nor any of its terms nor the Settlement itself will be (a) construed as, offered, or admitted in evidence as received as, or deemed to be evidence for any purpose adverse to Defendants or any of the other Release Parties, but not limited to, evidence of a presumption, concession, indication or admission of any of the Released Parties of any liability, fault, wrongdoing, omission, concession, joint employment or damage; or (b) disclosed, referred to, or offered into evidence against any of the Released Parties in any further proceeding in this Action, except for the purposes of effectuating the Settlement pursuant to this Settlement or for Defendants that a PAGA employee has resolved any of his or her claims released through this Settlement.

7. In the interest of avoiding further litigation, the Parties desire to fully and finally settle all actual or potential PAGA claims as pleaded in the operative Complaint or that could have been pleaded in the operative Complaint and this Action.

8. This Settlement Agreement is made and entered into by and between Plaintiff individually and on behalf of all other allegedly similarly situated Aggrieved Employees, the State of California through Plaintiff as a proxy, and Defendants on the other hand. This Settlement Agreement is subject to the terms and conditions hereof, as well as the Court's approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising disputed claims and that nothing herein is an admission of any liability or wrongdoing by Defendant. If, for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

9. Because this is not a settlement of a class action but a PAGA settlement on behalf of the State of California, no person can (a) object to the settlement after the Court's Approval Order is made, or (b) opt out from being covered by the release of PAGA claims at any time before or after the Approval Order is made.

10. The Parties agree to abide by the terms of the Settlement Agreement in good faith and to support the Settlement Agreement fully and to use their best efforts to defend this Settlement Agreement from any legal challenge, whether by appeal or collateral attack.

11. Prior to entering into Settlement, Plaintiff's Counsel conducted a significant investigation during the prosecution of the Action. This investigation included, among other things, (a) numerous telephonic calls and written communications with Plaintiff; (b) inspection and analysis of payroll and timekeeping documents of the Aggrieved PAGA Employees, and other information produced by Plaintiff and Defendants, including relevant policy documents, Plaintiff's complete personnel file, and representative wage statements for the Aggrieved Employees; (c) research of the applicable law with respect to the claims asserted in the Action and the potential defenses thereto; (d) investigation into the viability of collective treatment of the claims asserted in the Action; (e) analysis of the legal positions taken by Defendants, including information sufficient to understand Defendant's potential defenses to Plaintiff's claims; (f); assembling and analyzing of data for calculating damages; and (g) hiring an expert to prepare an analysis and accounting of Defendant's exposure for civil penalties.

12. The informal discovery and investigation conducted in this matter, as well as discussions between counsel, have been adequate to give the Named Plaintiff and Plaintiff's Counsel a sound understanding of the merits of the Parties' positions and to evaluate the risks of continued litigation and the value of the Aggrieved Employees' claims. The information exchanged by the Parties through discovery and settlement discussions were sufficient to allow Class Counsel to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

13. Plaintiff and Plaintiff's Counsel believe that the claims, causes of action, allegations, and contentions asserted in the Action have merit. However, Plaintiff and Plaintiff's Counsel recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendants through trial and appeals. Plaintiff's Counsel has taken into account: 1) the uncertain outcome of the litigation; 2) the risk of continued litigation in complex actions such as this lawsuit; 3) the difficulties and delays inherent in such litigation; and 4) the potential risk of trying the claims of the Aggrieved Employees. Plaintiff's Counsel is mindful of the potential problems of proof under, and

possible defenses to, the claims alleged in the Action and litigation of those claims on a representative basis.

14. Based on their own independent investigation and evaluation, Plaintiff's Counsel has determined that the Settlement set forth in the Stipulation is in the best interests of Plaintiff and the PAGA Settlement Members. Plaintiff's Counsel believes that the Settlement set forth in this Settlement Agreement confers substantial benefits upon Plaintiff and the PAGA Settlement Members, and that an independent review of this Settlement Agreement by the Court will confirm this conclusion.

15. Based on the data and documents produced during informal discovery and in response to Plaintiff's Labor Code sections 226 and 1198.5 records request, and Plaintiff's Counsel's own independent investigation and evaluation, and the Mediator's efforts, Plaintiff's Counsel believes that Plaintiff's settlement with Defendants for the consideration provided and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of the PAGA Settlement Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, the contested legal and factual issues involved, and potential appellate issues.

DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

16. "PAGA Settlement Member List" shall mean a complete list of all PAGA Settlement Members that Defendant Western will diligently and in good faith compile from its records and provide to the Settlement Administrator no later than 5 calendar days after the entry of a Court Order approving the Settlement. The List will be formatted in a readable Microsoft Office Excel spreadsheet and will include, to the extent in the possession of Defendant Western or its agents, PAGA Settlement Members' names; last-known addresses; last-known telephone numbers; last-known email address; social security numbers; start dates of employment; end dates of employment; and Defendant Western's best estimates of the number of weeks worked by each PAGA Settlement Member during the PAGA Period.

17. "Effective Date" means the date on which the settlement embodied in this Settlement Agreement shall become effective and is the date after all of the following events have occurred: (i) this

1 Settlement Agreement has been executed by Plaintiff and Defendants; and (ii) the Court has granted
2 approval of the Settlement.

3 18. "Approval Order" means the signed order of the Superior Court approving the
4 Settlement and entering Judgment.

5 19. "Eligible Pay Period" means any pay period from January 20, 2024, through July 30, 2025.
6 Pay periods are calculated on a weekly basis.

7 20. "Funding Date" means 30 calendar days from the Effective Date.

8 21. "LWDA" means the California Labor and Workforce Development Agency.

9 22. "PAGA Payment" means the \$107,500 Gross Settlement Amount in exchange for a PAGA
10 Release. The PAGA Payment shall be allocated 65% to the LWDA and 35% to the PAGA Employees.
11 The PAGA Payment shall be considered 100% penalties.

12 23. "PAGA Representative Claims" means Plaintiff's individual and non-individual PAGA
13 claims for civil penalties based on alleged predicate violations of California Labor Code §§ 201, 202, 203,
14 204, 226, 226.3, 226.7, 510, 512, 558, 1401, 1174, 1194, 1198, and 2802 as set forth in the operative
15 Complaint.

16 24. "PAGA Release Period" means the period from January 20, 2024 through July 30, 2025.

17 25. "PAGA Released Claims" shall mean the *limited* release being given by the State of
18 California and PAGA Settlement Members for those claims for civil penalties under PAGA that were
19 alleged, or reasonably could have been alleged, based on the facts stated in the Complaint or the PAGA
20 Notice Letter, which are claims under PAGA for civil penalties arising under Labor Code §§ 201, 202,
21 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1401, 1174, 1194, 1198, and 2802, and any other applicable
22 Labor Code section, and under the applicable Wage Orders.

23 26. "PAGA Settlement" or "Settlement" means the settlement of the Lawsuit as
24 memorialized in this Agreement.

25 27. "PAGA Settlement Members" shall mean all non-exempt employees of Defendant
26 Western from January 20, 2024 through July 30, 2025. Defendant Western represents that there are
27 approximately 113 PAGA Settlement Members who worked 2,500 pay periods from the beginning of
28 the PAGA Release Period through July 30, 2025. Plaintiff has relied upon this material representation in

entering into this Settlement. PAGA Settlement Members shall receive the pro rata share of the PAGA Payment.

28. "Plaintiff's Counsel" means Navid Barahmand of Barahmand Law Group.

29. "Released Parties" shall mean Defendants Western Veterinary Center, Inc., a California Corporation and their former, present and future owners, parents, subsidiaries, affiliated companies, and all of their current, former and future officers, directors, managers, executive-level employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives, including Defendant Ricardo Garcia, individually, and his heirs, executors, administrators, successors and assigns.

30. "Settlement Administrator" means Apex Class Action., who provided the most cost-effective quote for administration.

31. "Notice" means the Notice of PAGA Payment, substantially in the form attached as

Exhibit A.

32. "Order and Judgment" means the Court order granting approval of the Settlement in an order.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

33. Gross Settlement Amount. In consideration for the covenants, promises, waivers, and releases contained in this Agreement, and subject to Court approval, Defendants shall pay the non-revisionary sum of \$107,500 ("Gross Settlement Amount") in full and final settlement of the PAGA Representative Claims and the Lawsuit on or before the Funding Date. The Gross Settlement Amount includes all individual Settlement Payments to PAGA Settlement Members, the Class Representative Service Award, The PAGA Payment, Plaintiff's Counsel's Fees and Costs, and Settlement Administration Costs. PAGA Settlement Members will have 180 days to cash their checks. PAGA Settlement Members will be bound by the PAGA Release.

34. Escalator Clause. Defendants have represented that there are 2,500 pay periods worked by the Aggrieved Employees from the beginning of the PAGA Release Period through July 30, 2025.

1 Plaintiff has relied upon this material representation in entering into this Settlement. Should the actual
2 number of pay periods worked by the Aggrieved Employees from the beginning of the PAGA Release
3 Period through July 30, 2025 increase by more than 10% (*i.e.*, more than 2,750 pay periods), then, the
4 Gross Settlement Amount will increase by 1% for every 1% over the 10% threshold. For the avoidance
5 of doubt, if the Escalator Clause is triggered and the Gross Settlement Amount increases, Class Counsel
6 shall have the right to seek attorney's fees up to one-third of the increased Gross Settlement Amount.

7 35. Attorney's Fees and Costs. Subject to Court approval, Defendants will not oppose
8 Plaintiff's Counsel's request for fees up to one-third (1/3) of the Gross Settlement Amount, and for costs
9 not to exceed \$15,000, to be paid out of the GSA.

10 36. Plaintiff's Incentive Award. In recognition of her efforts and work in prosecuting the
11 Action on behalf of the PAGA Settlement Members and in negotiating the Settlement, Defendants agree
12 not to oppose or impede any application or motion for a PAGA Representative Enhancement Payment
13 of up to a total of \$7,500.00 to the Named Plaintiff, Brenda Ceja, subject to the Court's approval. The
14 PAGA Representative Enhancement Payment, which will be paid from the Gross Settlement Amount,
15 is in addition to the payment to which she is entitled as PAGA Settlement Member. The Named Plaintiff
16 agrees to execute a general release of all claims, including a waiver of California Civil Code § 1542, against
17 Defendants in exchange for her Enhancement Payment, which this Stipulation includes. The Settlement
18 Administrator will issue an IRS Form 1099 for the Enhancement Payment to the Named Plaintiff, and
19 the Named Plaintiff shall be solely and legally responsible for correctly characterizing this compensation
20 for tax purposes and for paying any taxes on the amount received. Should the Court reduce the Named
21 Plaintiff Enhancement Payment, any such reduction shall revert to the Net Settlement distributed to
22 PAGA Settlement Members. In the event that the Court reduces or does not approve the requested
23 Plaintiff's Counsel Fee Award and costs, Plaintiff and Plaintiff's Counsel shall not have the right to revoke
24 this settlement, and it will remain binding, and Plaintiff shall not appeal any judgment or order on that
25 basis.

26 37. Settlement Costs. The Settlement Administrator will be paid for the reasonable costs of
27 administration of the Settlement and distribution of payments from the Gross Settlement Amount, which
28 is capped at no more than \$7,500.00. Any unused amounts will revert to the Gross Settlement Amount.

38. Net Settlement Amount. “Net Settlement Amount” shall mean the Gross Settlement Amount *minus* Settlement Administration Costs, Plaintiff’s Counsel’s Fees and Costs, and the PAGA Representative Enhancement Payment. The remaining amount shall be referred to as the Net Settlement Amount and shall be allocated for payment of PAGA civil penalties as follows: (i) 65% of the Net Settlement Amount shall be distributed to the LWDA; and (ii) 35% of the Net Settlement Amount shall be distributed to the PAGA Settlement Members, as set forth in the version of Labor Code section 2699(i) effective as of the date of filing of the Lawsuit.

39. Non-Admission of Liability, Wrongdoing, or Standing. This Agreement shall not in any way be construed as an admission by Defendants and/or any of the Released Parties that they acted wrongfully with respect to Plaintiff or any other allegedly Aggrieved Employees. Defendants specifically disclaim any liability to, or wrongful acts against Plaintiff, on the part of itself, and/or any respective parents, subsidiaries, affiliates, predecessors, successors, officers, directors, employees, or agents. Defendants deny that there is any factual evidence or legal basis to support any claims or Labor Code violations that Plaintiff alleges on behalf of alleged aggrieved employees, or by Plaintiff on her own behalf.

40. Release by PAGA Settlement Members and the LWDA. As of the date that Defendant Western fully funds the Gross Settlement Amount, for and in consideration of the mutual promises and consideration set forth in this Agreement, Plaintiff, the PAGA Settlement Members, and the LWDA are deemed to release against the Released Parties *only* claims for civil penalties, interest, fees or costs under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint or the PAGA Notice Letter, specifically claims for penalties under PAGA based on predicate violations of Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1401, 1174, 1194, 1198, and 2802, and any other applicable Labor Code section, and under the applicable Wage Orders (the “PAGA Released Claims”). The PAGA Released Claims are expressly limited to claims for PAGA penalties and not any underlying predicate claims or causes of action.

41. PAGA Settlement Administrator and Distribution Method. The PAGA Settlement Administrator shall process and distribute the Gross and Net Settlement Amounts in accordance with this Agreement.

1 42. The Parties agree that the Settlement Administrator shall establish a Qualified Settlement
2 Fund (“QSF”) that is intended to be pursuant to Section 468B of the Code and Treas. Reg. §1.468B-1, 26
3 CFR § 1.468B-1 et seq., and will be administered by the Settlement Administrator as such. With respect
4 to the QSF, the Settlement Administrator shall: (1) open and administer a settlement account in such a
5 manner as to qualify and maintain the qualification of the QSF as a “Qualified Settlement Fund” under
6 Section 468B of the Code and Treas. Reg. §1.468B-1; (2) satisfy all federal, state and local income and
7 other tax reporting, return, and filing requirements with respect to the QSF (if any is required); and (3)
8 satisfy out of the QSF all fees, expenses, and costs incurred in connection with the opening and
9 administration of the QSF and the performance of its duties and functions as described in this
10 Agreement. The aforementioned fees, costs, and expenses shall be treated as and included in the costs
11 of administering the QSF by the Settlement Administration.

12 a. The Net Settlement Amount shall be available for distribution to the PAGA Settlement
13 Members and the LWDA consistent with Labor Code section 2699(i) and shall be
14 allocated as follows: 65% to the LWDA (“LWDA Payment”) and 35% to the PAGA
15 Settlement Members (“PAGA Settlement Members Payment”). Each PAGA Settlement
16 Member will receive a pro rata share of the PAGA Settlement Members Payment based
17 on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA
18 Settlement Members (“Individual PAGA Settlement Member Payment”). The Settlement
19 Administrator will calculate each PAGA Settlement Member’s pro rata share of the
20 PAGA Settlement Members Payment.

21 b. After 5 calendar days from the entry of a Court order approving the Settlement,
22 Defendant will send to the Settlement Administrator the PAGA Settlement Member List.
23 This information shall be treated as and remain confidential by the Settlement
24 Administrator and shall be used solely to manage the notice and payment process
25 described herein, shall not be disclosed to Plaintiff’s Counsel or to anyone other than the
26 necessary staff of the Settlement Administrator, except as needed to effectuate the
27 Settlement, including to resolve any dispute over the amount of a PAGA Settlement
28 Member’s pro rata share of the PAGA Settlement Members Payment.

- 1 c. By the Funding Date, Defendant shall wire the Gross Settlement Amount using the
- 2 wiring instructions provided by the PAGA Settlement Administrator.
- 3 d. Within five days of the Funding Date, the PAGA Settlement Administrator shall
- 4 distribute the amounts for the Plaintiff's service payment and attorneys' fees and costs to
- 5 Plaintiff's counsel, and the Net Settlement Amount to the LWDA and PAGA Settlement
- 6 Members.
- 7 e. Because the Individual PAGA Settlement Member Payments are in compromise and
- 8 settlement of claims for civil penalties, the entirety of these payments will be treated as
- 9 non-wage income that is not subject to any withholdings or deductions. The service
- 10 payment to Plaintiff is not wages, will not be subject to deductions or withholdings, and
- 11 will be reported as 1099 income. The PAGA Settlement Administrator shall be
- 12 responsible, to the extent necessary based on the amount of a payment, for all tax
- 13 reporting and documentation related to the PAGA Settlement Member Payments, as well
- 14 as all other payments made under the Agreement. Plaintiff and Plaintiff's Counsel each
- 15 agree to hold Defendant and the Released Parties harmless from and against any damage
- 16 or penalty incurred by Plaintiff as a result of any taxing authority assessing any tax or
- 17 penalty upon Defendant as a consequence of any tax being due and unpaid on each of
- 18 their portions of the Settlement. Plaintiff, Plaintiff's counsel, Defendant, and Defendant's
- 19 counsel shall not bear any responsibility for errors or omissions in the calculation or
- 20 distribution of the settlement payments or development of the list of recipients of
- 21 settlement payments or any increase in the fees of the Settlement Administrator that may
- 22 result from such errors or omissions. Defendant nor their counsel shall have any liability
- 23 for any tax implications related to the receipt of settlement funds herein, including by the
- 24 settlement administrator. Any and all such liability and/or obligations shall be borne
- 25 solely by the recipients of any funds to be paid by Defendant herein, except that in no
- 26 case shall any PAGA Member be required to pay, reimburse, or indemnify Defendant for
- 27 any amounts characterized or recharacterized as employer-side tax liabilities. The Parties
- 28

acknowledge neither Defendant's nor Plaintiff's counsel have provided any tax-related advice whatsoever.

f. Because this is a PAGA settlement and not a class action settlement, and because there is no claims procedure and no ability to "opt out," there will be no prior notice to the PAGA Settlement Members advising them of the Settlement or any procedure by which the PAGA Members must submit claims in order to receive a settlement payment. However, the Individual PAGA Settlement Member Payment will be accompanied by a Notice informing PAGA Settlement Member why they are receiving payment substantially in the form of **Exhibit A**.

g. No later than five days after the Funding Date, the Settlement Administrator will mail a notice ("PAGA Notice") approved by the Court (in substantially the form attached as Exhibit A) along with the Individual PAGA Settlement Member Payment to the individuals in the PAGA Data. For any mailings returned as undeliverable or notifying the Settlement Administrator that the PAGA Settlement Member is no longer at the address provided in the PAGA Settlement Member List, the PAGA Settlement Administrator shall perform a skip-trace on that individual using the National Change of Address database and other source(s) as necessary and will have fourteen (14) calendar days to re-mail the Notice and payment to the new address found in the skip-trace.

h. PAGA Settlement Members shall have one-hundred and eighty (180) calendar days to cash their Individual PAGA Settlement Member Payment checks under this Agreement. Any checks not negotiated within the one-hundred and eighty (180) days will be voided and will not be reissued. Any funds from voided checks to PAGA Settlement Members will be sent by the Settlement Administrator to the Controller's Office, Unclaimed Property Fund in the name of the PAGA Settlement Member within thirty (30) calendar days after the check-cashing deadline prescribed herein.

i. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties

1 that shall be filed with the Court five (5) court days before the non-appearance
2 compliance hearing to be set by the Court.

3 43. Plaintiff's Release and Obligations. In exchange for the service payment referenced
4 above, and in addition to Plaintiff's release of the PAGA Released Claims, Plaintiff and her heirs, family
5 members, executors, administrators, successors, attorneys, agents, representatives, and assigns hereby
6 irrevocably and unconditionally remises, releases, and forever discharges Defendant and the Released
7 Parties from any and all claims, wages, demands, rights, liens, agreements, contracts, covenants, actions,
8 suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders,
9 liabilities, demands, charges, complaints, and promises of any nature whatsoever, in law or equity, known
10 or unknown, suspected or unsuspected, and whether or not concealed or hidden, which Plaintiff may
11 have, or have ever had, against the Released Parties, or any of them, arising out of, or in any way related
12 to Plaintiff's hire, benefits, employment, termination, or separation from employment with Defendant
13 by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other
14 matter from the beginning of time up to and including the date Plaintiff signs this Agreement including,
15 without limiting the generality of the foregoing: (a) any and all claims under Title VII of the Civil Rights
16 Act of 1964, as amended ("Title VII"), the Americans with Disabilities Act ("ADA"), the Employee
17 Retirement Income Security Act, as amended ("ERISA") (regarding unvested benefits), the Family and
18 Medical Leave Act ("FMLA") (regarding existing but not prospective claims), the Fair Labor Standards
19 Act ("FLSA"), the Equal Pay Act, the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair
20 Credit Reporting Act ("FCRA"), the Worker Adjustment and Retraining Notification Act ("WARN
21 Act"), the National Labor Relations act ("NLRA"), the Uniform Services Employment and
22 Reemployment Rights Act ("USERRA"), the Genetic Information Nondiscrimination Act ("GINA"),
23 the Immigration Reform and Control Act ("IRCA"), the Fair Employment and Housing Act ("FEHA"),
24 the California Constitution, the California Family Rights Act ("CFRA"), the California Labor Code
25 (including PAGA) and applicable Wage Order(s), the California Government Code, the Unfair
26 Competition Law, all as amended by their respective implementing regulations, and any other federal,
27 state or local law, (statutory, regulatory, or otherwise) that may be legally waived and released; however
28 the identification of specific statutes or law shall not limit the scope of this general release in any manner;

1 and (b) any and all claims for backpay, regular pay, minimum wages, premium pay, overtime pay, other
2 wages, expenses, penalties, failure to provide meal and/or rest periods, failure to reimburse business
3 expenses, compensatory damages, special damages, interest, commissions, bonuses, sick leave, holiday
4 pay, vacation pay, restitution, tort claims, contract claims, equitable claims, hostile work environment
5 claims, workplace harassment claims, wrongful termination claims, discrimination claims, public policy
6 claims, retaliation claims, whistleblower retaliation claims, failure to provide reasonable accommodation
7 claims, failure to engage in the interactive process claims, failure to prevent discrimination claims, failure
8 to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion
9 of privacy claims, defamation claims, fraud claims, quantum meruit claims, and/or attorneys' fees and
10 costs either individually or as part of a class action, collective action, and/or representative action
11 (collectively, "Plaintiff's Released Claims"). Plaintiff's Released Claims do not extend to any claims or
12 actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
13 benefits, social security benefits, workers' compensation benefits that arose at any time or based on
14 occurrences outside the PAGA Period.

15 Plaintiff further agrees and expressly waives and relinquishes to the fullest extent permitted by
16 law, the rights and benefits of California Civil Code section 1542, which provides:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
18 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
19 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
20 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
21 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

22 Notwithstanding the provisions set forth herein, and for the purpose of implementing a full and
23 complete release, Plaintiff expressly acknowledges that this Agreement is intended to include and does
24 include its effect without limitation all claims which Plaintiff does not know or suspect to exist in her
25 favor against Defendants and/or the Released Parties, and that this Agreement contemplates
26 extinguishment of any such claim or claims. Plaintiff has been given at least 21 days from the date of
27 receipt of this AGREEMENT to consider the terms of this Agreement and consult with counsel before
28

1 signing it (Consideration Period). In the event Plaintiff chooses to sign this Agreement prior to the
2 expiration of the Consideration Period, Plaintiff represents that she knowingly and voluntarily is waiving
3 the remainder of the Consideration Period. Plaintiff understands that having waived some portion of the
4 Consideration Period, Defendant may expedite the processing of benefits provided to her in exchange
5 for signing this Release. Plaintiff agrees with Defendant that changes, whether material or immaterial, do
6 not restart the running of the Consideration Period. Plaintiff acknowledges that she has seven (7) days
7 after she signs this Agreement to revoke her agreement to it by sending a written revocation notice to
8 Defendants through their counsel. Notwithstanding any other provision of this Agreement, if Plaintiff
9 revokes this Agreement pursuant to this section, the Agreement will not be effective or enforceable.

10 44. Impact of Non-Approval by the Court. Should the Court deny approval of this Agreement, the
11 Parties shall work jointly to make reasonable efforts to attempt to address the Court's concerns in order
12 to obtain the Court's approval, except that Defendant will not be required under any circumstances to
13 increase the Gross Settlement Amount, other than provided under the Escalator Clause. If the Parties
14 cannot obtain court approval, the Parties shall be restored to their respective litigation positions before
15 they entered into this Agreement. If the Court ultimately denies approval of the Agreement, or if the
16 Court's approval is reversed on appellate review, this Agreement shall be deemed null and void, shall be
17 of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

18 45. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws
19 of the State of California, regardless of its conflict of laws. The Court will retain jurisdiction solely with
20 respect to the interpretation, implementation and enforcement of the terms of this Settlement and all
21 orders, judgments entered in connection therewith, and post judgment matters. After entry of the Final
22 Judgment the Court will have continuing jurisdiction of the Action and the Settlement only for the
23 purpose of enforcing the Settlement, addressing any claims administration matters that may arise, and
24 addressing such post Judgment matters as may be appropriate under Court rules or applicable laws.

25 46. Judgment in this Action. Within thirty (30) calendar days after the Parties execute this Agreement,
26 Plaintiff's Counsel shall prepare, file, and serve a motion for approval of this Agreement pursuant to
27 California Labor Code § 2699(l)(2), advocating that the terms of the Settlement are fair, adequate, and
28 reasonable, and Defendant shall not oppose such a motion provided that it is consistent with the terms

1 of this Agreement. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over
2 the Parties, Action, and the Settlement for purposes of (i) enforcing this Agreement and/or Judgment,
3 (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are
4 permitted by this Agreement or by law.

5 47. Confidentiality. Plaintiff and Plaintiff's Counsel agree that, except as may be required by the Court
6 in connection with the approval of this Agreement, she will direct PAGA Counsel not to publish or
7 publicize, or cause to be published, publicized, in the media (print or broadcast) or on the Internet the
8 circumstances, events, occurrences, and/or documents underlying Plaintiff's and Aggrieved Employees'
9 claims against Defendants or any monetary terms of this Agreement. Plaintiff and Plaintiff's Counsel
10 further agree that Plaintiff will not issue press releases, communicate with, or respond to, any media or
11 publication entities concerning the Settlement, including the fact of the Settlement, its terms or contents,
12 and the negotiations underlying the Settlement, except as required by law or as shall be contractually
13 required to effectuate the terms of the Settlement as set forth herein. Plaintiff will instruct her counsel to
14 comply with her restrictions under this Paragraph. The Parties agree that any PAGA notice to putatively
15 Aggrieved Employees will direct said Employees to contact the Settlement Administrator. Nothing stated
16 herein shall prohibit Plaintiff's Counsel from discussing the Settlement, the fact of Settlement, and its
17 terms and conditions with PAGA Members who are a part of this Settlement and/or in all necessary
18 motions and supporting memoranda related to approval of the Settlement or for other PAGA
19 settlements.

20 48. No Admission of Wrongdoing. Except for the purposes of effectuating and enforcing the terms
21 of this Agreement which include barring claims that are released pursuant to this Agreement, neither this
22 Agreement nor any of its terms nor the settlement itself shall be: (a) construed as, offered, or admitted
23 in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants and/or any
24 of the Released Parties, including but not limited to, evidence of any violation of the Labor Code,
25 presumption, concession, indication, or admission by any of the Released Parties of any liability, fault,
26 wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against
27 Defendants and/or any of the Released Parties in any other civil, criminal, or administrative action or
28 proceeding.

49. Knowing and Voluntary Agreement. Each Party has carefully read, knows, and understands the full contents of this Agreement and is voluntarily entering into this Agreement after having received independent legal advice from her or its attorneys with respect to the advisability of making the settlement provided for herein and the advisability of executing this Agreement.

50. Joint Drafting. Each of the Parties has participated in the drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider the effect of the language of this Agreement, and has agreed to its terms.

51. Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions, except that if the Court severs a provision that either of the Parties reasonably considers to be a material term of this Agreement, that Party shall have the option to send a written notice to the other Party no later than fourteen (14) calendar days after the Court severs the provision that it wishes to void the entire Agreement and to restore the Parties to their litigation positions as of before this Agreement was reached. If the Parties are thereafter unable to resolve the issue by reasonable efforts, this Agreement in its entirety shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. In such case, the Party seeking to void the agreement shall be liable for any costs incurred by the Administrator through that date.

52. Counterparts. This Agreement may be signed in counterparts. Fax, scan, and/or electronic copies of signatures shall be deemed effective as originals.

53. Entire Agreement. This Agreement and exhibits hereto sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by Plaintiff and Plaintiff's Counsel and Defendants and Defendants' counsel.

54. Waiver of right to appeal. Any Party may terminate this Settlement or appeal any Court order which is not in substantially the form submitted by the Parties, except as follows: (i) in the event that the Court reduces or does not approve the requested PAGA Representative Enhancement Payment, Plaintiff

1 shall not terminate this Settlement or appeal any judgment or order on that basis; and/or (ii) in the event
2 that the Court reduces or does not approve Plaintiff's Counsel's requested fee award and costs, Plaintiff
3 and Plaintiff's counsel shall not terminate this Settlement and shall not appeal any judgment or order on
4 that basis.

5 55. Cooperation. All Parties will cooperate in good faith and apply their best efforts to implement
6 this Settlement by, among other things, executing all documents to the extent reasonably necessary to
7 effectuate the terms of this Settlement Agreement, submitting supplemental evidence and/or
8 supplemental points and authorities if requested by the Court, or making changes to the Settlement if
9 requested by the Court that do not materially affect the essential settlement terms.

10 56. Enforcement Actions. In the event that one or more of the Parties institute any legal action,
11 motion, petition, or other proceeding against any other Party or Parties to enforce the provisions of this
12 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties
13 will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
14 including expert witness fees incurred.

15 57. No Prior Assignments. The Parties separately represent and warrant that they have not directly
16 or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any
17 person or entity and portion of any liability, claim, demand, action, cause of action or right released and
18 discharged by the Party in this Settlement.

19 58. Notice. All notices, demands or other communications between the Parties in connection with
20 this Agreement will be in writing and deemed to have been duly given as of the third business day after
21 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

22 To Plaintiff:

23 NAVID BARAHMAND
24 navid@barahmandlaw.com
25 BARAHMAND LAW GROUP
26 23801 Calabasas Road, Suite 2034
27 Calabasas, California 91302
28 Tel: (818) 574-3355

To Defendants:

Thomas E. Daugherty, Esq. (SBN 269063)
TDaugherty@klinedinstlaw.com
KLINEDINST SAN DIEGO



1 501 W Broadway, Suite 1100
2 San Diego, CA 92101
3 Telephone: (619) 400-8000

4 Imbar Sagi-Lebowitz, Esq. (SBN 232728)
5 isagi-lebowitz@klinedinstlaw.com
6 **KLINEDINST LOS ANGELES**
7 777 South Figueroa Street, Suite 4000
8 Los Angeles, California 90017
9 Phone: (213) 442-7000
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1 IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Settlement of PAGA
2 Representative Action as of the date set forth below.

3
4 DATED: 08/19/2025

By: 
Brenda Ceja (Aug 19, 2025 15:30:48 PDT)

5 BRENDACEJA
6 Individually and on behalf of the PAGA Settlement
7 Members and State of California

8
9 DATED: _____

By: _____

Name: _____

10 Title: _____

11 On behalf of Defendant Western Veterinary Center, Inc.

12 DATED: _____

By: _____

Ricardo Garcia

13 DRAFT PAGA Settlement Agreement (Ceja) ISL REDLINE(26852564.1).docx
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1 IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Settlement of PAGA
2 Representative Action as of the date set forth below.

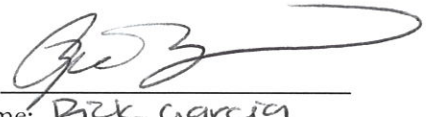
4 DATED: _____

By: _____

BRENDA CEJA

Individually and on behalf of the PAGA Settlement
Members and State of California

8
9 DATED: 8/25/2025

By: 

Name: Rick Garcia

Title: Hospital Director

On behalf of Defendant Western Veterinary Center, Inc.

12 DATED: 8/25/2025

By: 

Ricardo Garcia

14 DRAFT PAGA Settlement Agreement (Ceja) ISL REDLINE(26852564.1).docx

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Brenda Ceja. v. Western Veterinary Center, Inc. and Ricardo Garcia
Los Angeles Superior Court, Case No. 25STCV11879

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE RECEIVING A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

NOTICE OF PAGA SETTLEMENT

On , the Honorable Daniel S. Murphy of the Superior Court of California for the County of Los Angeles granted approval of the Settlement and ordered that all Aggrieved Employees (also known as PAGA Settlement Members) be notified of the Settlement and mailed their share of the PAGA Settlement Members Payment.

The Aggrieved Employees (otherwise referred to herein as PAGA Settlement Members) are all non-exempt employees of Defendants who worked from January 20, 2024 through July 30, 2025.

**You are receiving this Notice because you are a PAGA Settlement Member
who is to be paid under the Settlement.**

In this lawsuit, Plaintiff claimed that Western Veterinary Center, Inc. (“Western”) and Ricardo Garcia (collectively, the “Defendants”) failed to comply with the requirements of the California Labor Code relating to payment of all minimum and overtime wages due, provision of meal and rest periods, provision of reimbursement of necessary business expenses, and provision of accurate wages statements. Plaintiff sought civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees under the Private Attorneys General Act (“PAGA”) arising out of these alleged violations.

The Court has not made a determination about Plaintiff’s allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

CALCULATION OF INDIVIDUAL PAGA PAYMENTS

By law, under the Private Attorney Generals Act, the amount recovered in settlement, after paying for attorneys’ fees and costs, costs of administration of settlement, and the PAGA Representative Enhancement Payment (“Net Settlement Amount”), is to be split between the State of California and the PAGA Settlement Members. The State receives 65% of the Net Settlement Amount and the PAGA Settlement Members receive 35% of the Net Settlement Amount (to be allocated on a pro rata basis).

Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members (“Individual PAGA Settlement Member Payment”).

You worked <<IndividualPayPeriods>> pay periods during the PAGA Period. The total number of pay periods worked by all Aggrieved Employees during the PAGA Period is 2,500. Therefore, your Individual PAGA Settlement Member Payment is <<CheckAmount>>.

RELEASE

The Court has approved the Parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, all Aggrieved Employees will release the Released Parties from any and all claims under the PAGA which arose during the PAGA Period and (i) were asserted in the LWDA Letter and Plaintiff’s Complaint or (ii) reasonably could have been asserted in the Action based upon the facts alleged in the LWDA Letter and Plaintiff’s Complaint (“PAGA Released Claims”), specifically claims for civil penalties under PAGA arising out of predicate violations of Labor Code §§ 201, 202, 203, 204, 206.5, 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1199, and 2802 and the applicable Wage Orders. The PAGA Released Claims are expressly limited to claims for PAGA penalties and not any underlying predicate claims or causes of action.

“Released Parties” shall mean Defendant Western Veterinary Center, Inc. and its former and present officers, directors, employees shareholders, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and agents, including Defendant Ricardo Garcia.

Upon entry of the Order approving the Settlement and full payment of the Settlement by Defendants, any Aggrieved Employee covered by this Agreement will be deemed to have released all Released Claims and will be barred from proceeding with any claim released by this Settlement.

ADDITIONAL INFORMATION

This Notice is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Los Angeles, during regular business hours of each court day.

All questions by PAGA Settlement Members regarding this Notice of Representative Action Settlement and/or the Settlement should be directed to the Settlement Administrator. You may call the Settlement Administrator, [REDACTED], toll free at [REDACTED] with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such an event, the Settlement Administrator shall direct all unclaimed funds to the State of California’s Unclaimed Property Fund in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,

THE PARTIES OR THE PARTIES' ATTORNEYS WITH QUESTIONS.

Ex. A_ PAGA Payment Notice (Ceja) ISL REDLINES(26852585.1).docx