

FILED
Superior Court of California
County of Los Angeles

10/07/2025

David W. Slayton, Executive Officer / Clerk of Court

By: S. Lopez Deputy

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

Brenda Ceja, individually and on behalf of all
similarly situated individuals,

Plaintiff,

vs.

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

Defendants.

CASE NO. 25STCV11879

[Assigned for all purposes to Honorable Daniel
S. Murphy, Department 32]

PAGA ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION
FOR APPROVAL OF SETTLEMENT
PURSUANT TO THE CALIFORNIA
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 ("PAGA") AND
ENTERING JUDGMENT**

Date: October 6, 2025

Time: 8:30 a.m.

1 [PROPOSED] ORDER AND JUDGMENT

2 The Court, having read and considered Plaintiff's Unopposed Motion for Approval of Settlement
3 Pursuant to PAGA ("Motion") and Stipulation of Settlement of PAGA Representative Action
4 ("Settlement" or "Settlement Agreement" or "Stipulation"), having heard and considered the arguments
5 of counsel, and GOOD CAUSE appearing, hereby ORDERS as follows:

6 1. The Motion is GRANTED.¹

7 2. The Court grants approval of the Parties' Settlement Agreement.²

8 3. The Court hereby enters Judgment in accordance with the terms of the Settlement
9 Agreement and this Order and Judgment. Upon entry of this Order and Judgment, the Parties shall
10 effectuate and carry out the terms of the Settlement Agreement.

11 4. The Named Plaintiff, the State of California through the Labor Workforce Development
12 Agency ("LWDA") and PAGA Settlement Members are bound by this Judgment.

13 5. The Court finds that the Settlement constitutes a fair, adequate, and reasonable
14 compromise of the State of California's and PAGA Settlement Members' claims for civil penalties under
15 PAGA. The Settlement will avoid additional and potentially substantial litigation costs, as well as the
16 delay and risks inherent in continued litigation and, after considering the monetary recovery for claimed
17 civil penalties provided as part of the Settlement in light of the challenges posed by continued litigation,
18 the Court concludes that Counsel secured significant relief for State and PAGA Settlement Members by
19 the Settlement. The Court finds that the Settlement Agreement has been reached as a result of informed
20 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
21 extensive investigation and research, and their attorneys were able to reasonably evaluate their respective
22 positions in reaching the Settlement.

23 6. The Court further finds that the Settlement is, in all respects, fair, adequate, and
24 reasonable, consistent and compliant with all applicable requirements of the California Code of Civil
25

26 ¹ The Court finds that it has Court has personal jurisdiction over the Parties to this litigation and subject
27 matter jurisdiction to approve the Settlement Agreement.

28 ² A copy of the Settlement Agreement between Plaintiff Brenda Ceja and Defendants Western Veterinary
Center, Inc. and Ricardo J. Garcia ("the Parties") is attached to the Declaration of Navid Barahmand in
Support of Plaintiff's Motion as **Exhibit 1** and is made a part of this Order. All capitalized terms used in
this order have the same meaning, force and effect as set forth in the Settlement Agreement.

1 Procedure, the California and United States Constitutions, including the Due Process clauses, the
2 California Rules of Court, and any other applicable law, and in the best interests of each of the State and
3 the PAGA Settlement Members.

4 7. The Court finds that Plaintiff's Counsel timely provided adequate notice of the Settlement
5 to the California Labor and Workforce Development Agency ("LWDA") in accordance with California
6 Labor Code § 2699(l)(2) and the LWDA did not take action in response to that submission as of the date
7 of this Order.

8 8. The Court finds and determines that the LWDA Payment is fair, reasonable, and
9 appropriate under PAGA's requirements. The Court hereby approves and orders the LWDA Payment
10 be made to the LWDA in accordance with the Settlement Agreement.

11 9. The Court finds and determines that the Individual PAGA Settlement Member Payments
12 to be paid to the PAGA Settlement Members as provided for by the Settlement as their share of civil
13 penalties in this case are fair and reasonable and consistent with PAGA's requirements for allocation of
14 penalties. The Court hereby approves and orders the payment of those amounts to be made to the PAGA
15 Settlement Members in accordance with the Settlement Agreement, including as to providing Notice as
16 set forth in the Settlement.

17 10. The Court finds and determines that the capped fees and expenses in administrating the
18 Settlement by Apex Class Action in the amount up to \$7,500.00, currently quoted at \$3,500.00 are fair
19 and reasonable. The Court hereby approves and orders that the payment of that amount to Apex Class
20 Action from the Gross Settlement Amount in accordance with the Settlement Agreement.

21 11. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
22 submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request for attorneys' fees in
23 the amount of one-third of the Gross Settlement Amount as fair, reasonable and appropriate.³ The Court
24 hereby orders the Settlement Administrator to make this payment to Plaintiff's Counsel from the Gross
25 Settlement Amount in accordance with the terms of the Settlement Agreement.

26 12. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
27 submitted by Plaintiffs' Counsel, the Court approves Plaintiffs' Counsel's request for reimbursement of
28

³ The Court further finds that the hours worked and hourly rates charged by Plaintiff's Counsel in the lodestar cross-check to be fair and reasonable in light of their background, experience, and quality of representation.

1 actual and incurred litigation costs in the amount of \$12,198.93. The Court finds this amount to be fair
2 and reasonable. The Court hereby orders the Settlement Administrator to make this payment to Plaintiff's
3 Counsel from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

4 13. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
5 submitted by Plaintiff's Counsel, the Court approves a service payment of \$7,500.00 to the Named
6 Plaintiff and PAGA Representative, Brenda Ceja paid from the Gross Settlement Amount and in
7 exchange for a general release of claims including a Civil Code Section 1542 waiver. The Court finds this
8 amount to be fair and reasonable. The Court hereby orders the Settlement Administrator to make this
9 payment to Plaintiff from the Gross Settlement Amount in accordance with the terms of the Settlement
10 Agreement.

11 14. Upon completion of administration of the Settlement as set forth below, the PAGA
12 Settlement Members and the State release Defendant Western Veterinary Center, Inc. and its former and
13 present officers, directors, employees, shareholders, members, attorneys, insurers, predecessors,
14 successors, assigns, subsidiaries, affiliates, and agents, including Defendant Ricardo Garcia from claims
15 for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the
16 facts stated in the operative Complaint or PAGA Notice during the period from January 20, 2024 through
17 July 30, 2025. This release is expressly limited to PAGA civil-penalty claims and does not release or affect
18 any individual claims for damages or other remedies.

19 15. The Settlement Agreement is not an admission by Defendants, nor is this Order and
20 Judgment a finding of validity as to any allegations by Plaintiff or of any Labor Code violations or other
21 wrongdoing by Defendants or any other Releasees. Neither this Order and Judgment, the Settlement
22 Agreement, or any other documents referred to herein, nor any action taken to carry out the Settlement
23 Agreement, may be construed as, or may be used as, an admission of any violations, fault, wrongdoing,
24 omission, or liability whatsoever by or against Defendants or other Releasees.

25 16. Without affecting the finality of this Order or the Entry of Judgment in any way, the
26 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
27 effectuation, and enforcement of this Order and the Settlement. The Court retains jurisdiction pursuant
28 to Code of Civil Procedure § 664.6.

1 17. Nothing in this order shall preclude any action to enforce the Parties' obligations under
2 the Settlement or under this Order, including the requirement that Defendant fund the Gross Settlement
3 Amount in accordance with the Settlement Agreement. The Parties will bear their own costs and
4 attorneys' fees except as otherwise provided by this Court's Order and as provided for in the Settlement
5 Agreement.

6 18. Plaintiff's Counsel is ordered to provide the LWDA with an electronic copy of this order
7 within ten (10) calendar days after the Court's entry of this Order pursuant to Labor Code § 2699(l)(3).

8 19. Upon completion of administration of the Settlement, the Settlement Administrator will
9 provide written certification of such completion to the Court and counsel for the Parties that shall be
10 filed with the Court five (5) court days before the non-appearance compliance hearing set for January 21,
11 2026 at 8:30 a.m., in Department 32.

12
13 IT IS SO ORDERED, ADJUDGED, AND DECREED.

14
15 DATED: 10/07/2025



A handwritten signature in black ink, appearing to read "Daniel S. Murphy", is written over a horizontal line.

The Honorable Daniel S. Murphy
Daniel S. Murphy / Judge