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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

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

*Plaintiff,*

v.

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

*Defendants.*

Case No. 23STCV23169

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

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION AND PAGA  
SETTLEMENT**

Date: TBD

Time: TBD

Dept.: 10

Complaint Filed: September 21, 2023

FAC Filed: December 15, 2023

Trial Date: None Set

1 **RECITALS**

2 On \_\_\_\_\_ 2025, Plaintiff SEAN GITTENS (“Plaintiff”), individually  
3 and on behalf of the Class, and Defendant NVA MASH CAPITAL PARTNERS, LP, a California  
4 corporation; NVA MASH VETERINARY MANAGEMENT, LP, a California corporation; NVA  
5 ABBY GP, INC., a California corporation; NATIONAL VETERINARY ASSOCIATES, INC  
6 (collectively “Defendant”) (hereinafter Plaintiff and Defendant are collectively referred to as the  
7 “Parties”) entered into a class action and PAGA settlement, the terms and conditions of which are  
8 set forth in the parties’ Class Action and PAGA Settlement Agreement (hereafter collectively, the  
9 “Settlement” or “Settlement Agreement”). Unless otherwise provided in this Order, all capitalized  
10 terms shall have the same meaning as set forth in the Settlement Agreement.

11 Plaintiff’s motion for an order preliminarily approving the settlement of this action,  
12 approving the form notice of settlement, and setting a final approval hearing (“Motion”) came on  
13 for hearing in Department 10 of this Court on \_\_\_\_\_.

14 This Court, having fully considered Plaintiff’s Motion, the Memorandum of Points and  
15 Authorities in support, the Declaration in support, the Settlement Agreement, and the proposed form  
16 of Class Notice, finds that: (1) the proposed settlement appears fair, reasonable, and adequate, and  
17 that a final hearing should be held after notice to the Class (defined below) of the proposed  
18 settlement to determine if the Settlement Agreement and settlement are fair, reasonable, and  
19 adequate, such that a Final Order and Judgment should be entered in this action based upon the  
20 Settlement Agreement, and (2) the PAGA Settlement is fair and adequate and 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 individuals employed by Defendants as non-exempt employees in California from  
27 September 21, 2019 through October 18, 2024 (“Class Period”).”

28 2. The Court grants preliminary approval of the terms and conditions contained in the

1 Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the  
2 range of possible approval at the final approval hearing.

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

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

19         5.       For settlement purposes only, the Court finds that Plaintiff is an adequate class  
20 representative and appoints him as such. The Court further finds that Emil Davtyan, David  
21 Yeremian, David Keledjian, and David Arakelyan, of D.Law, Inc., have adequately represented  
22 Plaintiff and the Class in this litigation, and the Court appoints them as Class Counsel.

23         6.       The Court appoints Apex Class Action Administration Solutions to perform the  
24 duties of a Settlement Administrator for the purpose of issuing the Class Notice and administering  
25 the Settlement.

26         7.       The Court recognizes that certification under this Order is for *settlement purposes*  
27 *only*, and shall not constitute or be construed as a finding by the Court, or an admission on the part  
28 of Defendant, that this action is appropriate for class treatment for litigation purposes. Entry of this

1 Order is without prejudice to the rights of Defendant to oppose class certification in the actions,  
2 should the proposed Settlement Agreement not be granted final approval.

3 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

4 8. The Court has reviewed the Settlement Agreement and the proposed Class Notice to  
5 the Settlement Agreement. The Court finds, on a preliminary basis, that the Settlement Agreement  
6 appears to be within the range of reasonableness of a settlement that could ultimately be given final  
7 approval by this Court. It appears to the Court on a preliminary basis that:

8 a. The settlement amount is fair and reasonable to all Class Members when  
9 balanced against the probable outcome of further litigation relating to liability and damages issues;

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

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

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

17 9. The Court further approves the following representative group of employees as  
18 governed by the Settlement Agreement with respect to the PAGA claim:

19 "all individuals employed by Defendants as non-exempt employees and who worked  
20 for Defendant in California from September 21, 2022, through October 18, 2024"  
21 ("PAGA Period") ("PAGA Members").

22 10. The Court grants approval of the PAGA Settlement pursuant to the terms and  
23 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA  
24 Settlement are fair and reasonable and approves the PAGA Settlement pursuant to Labor Code  
25 § 2699(l)(2).

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

28 12. If the Court does not grant final approval of the Settlement Agreement, approval of

1 the PAGA Settlement will be vacated.

2 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

3 **AND TIMELINE FOR SENDING CLASS NOTICE**

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

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

20 15. The costs of settlement administration, including the cost of printing and mailing the  
21 Class Notices, shall be paid from the Gross Settlement Amount. Such costs shall be withheld from  
22 the Gross Settlement Amount by the Settlement Administrator pursuant to the terms of the  
23 Settlement Agreement.

24 16. Each member of the Class who wishes to be excluded from the Class must submit a  
25 request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class  
26 Member who does not submit a timely request to be excluded from the Settlement consistent with  
27 the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement,  
28 even if such Class Member has previously initiated or subsequently initiates individual litigation

1 against Defendants or other proceedings encompassed by the Released Class Claims defined in the  
2 Settlement Agreement.

### 3 **OBJECTIONS TO SETTLEMENT**

4 17. Any member of the Class who has not timely elected to be excluded from the Class,  
5 and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement  
6 or the proposed settlement, or to the award of attorneys' fees and costs, must file a written objection  
7 and a notice of intention to appear at the final approval hearing with the Court and send copies of  
8 the written objection to the Settlement Administrator, Class Counsel, and counsel for Defendant.  
9 The written objection must state each specific reason in support of the objection and any legal  
10 support for each objection. The Settlement Administrator will promptly transmit any objections it  
11 receives to Class Counsel and Defendants' counsel.

12 18. All written objections must be signed by the Class Member or the Class Member's  
13 representative and include the information specified in the Class Notice.

14 19. A Class Member may appear either in person or through personal counsel at the Final  
15 Hearing to object to the Settlement. If represented by personal counsel, the counsel will be hired at  
16 the Class Member's expense.

17 20. Class Counsel and Defendant's counsel shall promptly furnish each other with copies  
18 of any and all objections or written requests for exclusion that come into their possession.

### 19 **FINAL APPROVAL FAIRNESS HEARING**

20 21. The Court grants Plaintiff's motion to set a settlement hearing for final approval of  
21 the Settlement Agreement on \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m. in Department 10 of this Court  
22 ("Final Hearing"), as set forth in the Class Notice, to determine whether the proposed settlement of  
23 this action is fair, reasonable and adequate and should be finally approved. The Court will also  
24 consider at the Final Hearing whether applications for Plaintiff's attorneys' fees and costs and  
25 enhancement award to Plaintiff should be granted and, if so, in what amounts.

26 22. Members of the Class who have not timely elected to be excluded from the Class and  
27 who object to the proposed Settlement may appear and present such objections at the Final Hearing  
28 in person or by counsel.

1           23.     Class Counsel shall file Plaintiff's memorandum of points and authorities in support  
2 of the final approval of the Settlement Agreement and his request for approval of the attorneys' fees,  
3 litigation costs, and service payments no later than 16 court days prior to the Final Hearing. After  
4 the Final Hearing, the Court may enter a Final Order and Final Judgment in accordance with the  
5 Settlement Agreement that will adjudicate the rights of all Class Members.

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

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

12           **IT IS SO ORDERED.**

13  
14 Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT