

DAVID G. SPIVAK (SBN 179684)  
david@spivaklaw.com  
MARALLE MESSRELIAN (SBN 316974)  
maralle@spivaklaw.com  
THE SPIVAK LAW FIRM  
16530 Ventura Blvd., Ste 203  
Encino, CA 91436  
Telephone: (213) 725-9094  
Facsimile: (213) 634-2485

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

OCT 20 2021

BY   
JESSICA MORALES, DEPUTY

WALTER HAINES (SBN 71075)  
whaines@uelglaw.com  
UNITED EMPLOYEES LAW GROUP  
4276 Katella Ave., #301  
Los Alamitos, CA 90720  
Telephone: (562) 256-1047  
Facsimile: (562) 256-1006

Attorneys for Plaintiff,  
KRYSTAL THOMAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO  
(UNLIMITED JURISDICTION)

KRYSTAL THOMAS, on behalf of herself, and  
as an "aggrieved employee" on behalf of other  
similarly situated "aggrieved employees" under  
the Labor Code Private Attorney General Act of  
2004,

Case No.: CIVDS2013964

**[PROPOSED] ORDER AND  
JUDGMENT APPROVING PAGA  
SETTLEMENT**

*Plaintiff(s),*

Action filed: June 25, 2020

vs.

Hearing Date: October 20, 2021

Hearing Time: 10:00 a.m.

Dept.: S-26, Hon. David Cohn

CHOICE PHYSICIANS NETWORK, INC., a  
California corporation; DESERT  
PHYSICIANS MANAGEMENT, LLC, a  
California corporation, and DOES 1 through  
50, inclusive,

*Defendants.*



1 Having considered the parties' PAGA Settlement Agreement and Release (the "PAGA  
2 Settlement") and Plaintiff Krystal Thomas's Motion for Approval of PAGA Settlement, IT IS  
3 HEREBY ORDERED THAT:

4 1. To the extent required by Labor Code § 2699(l), the PAGA Settlement and its  
5 terms represent a reasonable and adequate settlement of highly disputed claims to Plaintiff, the  
6 "PAGA Members" (as the term is defined in the PAGA Settlement), the State of California,  
7 Plaintiff's counsel, and Defendants Desert Physicians Management, LLC and Choice Physicians  
8 Network, Inc., and is approved.

9 2. The allocation of the settlement funds among the Plaintiff, the PAGA Members,  
10 the State of California, and Plaintiff's counsel is fair, just, reasonable, adequate, and equitable to  
11 all concerned, and is approved to the extent required under Labor Code § 2699(l).

12 3. The settlement is approved on the terms stated in the PAGA Settlement.

13 4. Judgment in this matter is entered in accordance with, and incorporates by  
14 reference, the terms and conditions of the PAGA Settlement. Instead of filing a request for  
15 dismissal to terminate this action, this judgment will terminate the action.

16 5. The PAGA Settlement is not an admission of liability, wrongdoing, or damages  
17 by Defendants or the "Released Parties" (as the term is defined in the PAGA Settlement), nor is  
18 this judgment a finding of the validity of any allegations in the operative complaint as to  
19 Defendants or the Released Parties. Neither this judgment, the PAGA Settlement, nor any  
20 document referred to therein, nor any action taken to carry out the PAGA Settlement, may be  
21 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or  
22 liability whatsoever by or against Defendants or the Releasees.

23 6. The PAGA Settlement shall be binding on Plaintiff, all PAGA Members, and the  
24 State of California, who are hereby barred from re-litigating any of the claims released by the  
25 PAGA Settlement.

26 ///

27 ///

28 ///

///

///

///



1           7. Pursuant to Code of Civil Procedure section 664.6 the Court shall retain exclusive  
2 and continuing jurisdiction over the above-captioned action and the parties for purposes of  
3 enforcing the terms of the PAGA Settlement.

4           **IT IS SO ORDERED, ADJUDGED AND DECREED.**

5 DATED: 10/20/21

6   
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
**HON. DAVID COHN**  
**JUDGE OF THE SUPERIOR COURT**

