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KRYSTAL THOMAS
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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN BERNARDINO**
(UNLIMITED JURISDICTION)

16 KRYSTAL THOMAS, on behalf of herself, and
17 as an “aggrieved employee” on behalf of other
18 similarly situated “aggrieved employees” under
the Labor Code Private Attorney General Act of
19 2004,

20 *Plaintiff(s),*

21 vs.

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

26 *Defendants.*
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Case No.: CIVDS2013964

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

Action filed: June 25, 2020

Hearing Date: October 20, 2021

Hearing Time: 10:00 a.m.

Dept.: S-26, Hon. David Cohn



28 **SPIVAK LAW**

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.

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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: _____

6 **HON. DAVID COHN**
7 **JUDGE OF THE SUPERIOR COURT**
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