

03/10/2023

David W. Slayton, Executive Officer / Clerk of Court

By: N. Marshallian Deputy

Justin Lo (SBN 280102)
justin@caworklawyer.com
May T. To (SBN 305268)
may@caworklawyer.com
WORK LAWYERS, PC
22939 Hawthorne Blvd., #202
Torrance, CA 90505
Phone: (310) 248-2944
Fax: (949) 258-8970

Attorneys for Plaintiff CHEYANNE MALLAS, an individual, as representative of the State of California and LWDA, and on behalf of herself and all other current and former employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES- CENTRAL DISTRICT**

CHEYANNE MALLAS, on behalf of herself and all others aggrieved employees, **Case No.: 21STCV05135** (consolidated with
PAGA Action **21STCV21726**)

Plaintiff,

*Assigned for all purposes to Hon. Maurice A.
Leiter; Dept. 54*

v.

ALEXANDER RIVKIN, MD, INC., a
California corporation; and DOES 1 through
50, inclusive,
Defendant

JUDGMENT

Date: March 6, 2023
Time: 9:00 AM
Dept.: 54

RESERVATION ID: 262628061996

Complaint: February 9, 2021
Cross-Complaint: June 7, 2021
FACC: August 13, 2021
Trial: March 13, 2023

The Court had considered Plaintiff's Motion for Approval of PAGA Settlement and Entry of Judgment, including the settlement agreement, and the record in this action ("the Litigation"). The matter having been submitted and good cause appearing,

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. All defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement between the Parties ("Settlement"). The Labor Code Private Attorneys

1 General Act, codified as California Labor Code section 2698 et seq., is hereinafter referred to as
2 “PAGA”.

3 2. The Litigation consists of a representative action by Plaintiff Cheyanne Mallas
4 ("Plaintiff" or "PAGA Representative") against Alexander Rivkin, MD, Inc. (“Rivkin”) or
5 “Defendant”) under PAGA for penalties on behalf of the State of California in its California
6 locations from June 10, 2020, to the date of approval of the PAGA settlement.

7 3. The Court has jurisdiction over the subject matter of the Litigation, the PAGA
8 Representative, and Defendant. This Judgment shall be binding not only on the named parties to
9 the litigation and the State of California, who are hereby barred by the doctrine of res judicata from
10 re-litigating the Released Claims. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding
11 that a judgment in a representative action brought by an aggrieved employee under PAGA is
12 binding not only on the named employee plaintiff but also on state labor law enforcement agencies
13 and any aggrieved employee not a party to the proceeding).

14 4. The Settlement is not an admission by Defendant, nor is this Order a finding of the
15 validity of any allegation or of any liability or wrongdoing by Defendant. Neither this Judgment,
16 the Settlement, nor any document referred to herein, nor any action taken to carry out the
17 Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or
18 liability whatsoever by or against Defendant.

19 5. In accordance with the Settlement, which the Court hereby approves based on good
20 cause showing for the reasons set forth in Plaintiff’s motion, and with no objection received from
21 the LWDA: (a) The total payment under this Settlement Agreement is **Twenty-Five Thousand**
22 **Dollars and Zero Cents** (\$25,000.00) (the "Gross Settlement Fund"), which includes any and all
23 payments to the Aggrieved Employees, payment to the LWDA pursuant to PAGA, Plaintiffs
24 Counsel's fees and costs, and all third-party costs of settlement administration; (b) Phoenix
25 Settlement Administrator is hereby approved to administer this Settlement; and (c) the LWDA are
26 hereby permanently enjoined from pursuing, or seeking to reopen, any Released Claims against
27 any Released Parties.

28 6. The Gross Settlement amount will be used to pay attorney fees in the amount of

1 \$8,325.00 and litigation costs in the amount of \$9,610.41, and settlement administration costs in
2 the amount of \$4,000.00. The Net Settlement Amount Fund is approximately \$3,064.59. Seventy-
3 five percent (75%) of the Net Settlement Fund will be distributed to the California Labor and
4 Workforce Development Agency ("LWDA") as required by the PAGA and the remaining Twenty-
5 five percent (25%), shall be distributed to the employees.

6 7. The portion of the Net Settlement Amount available for distribution to PAGA
7 Settlement Group Members (25% of the Net Settlement Amount) will be divided among all PAGA
8 Settlement Group Members based on the number of pay periods worked during the Covered Period.
9 Defendant shall provide the Settlement Administrator with specific pay period information for all
10 PAGA Settlement Group Members. The Settlement Administrator will then calculate the total
11 number of pay periods worked by all PAGA Settlement Group Members during the Covered Period
12 to get the "Total Pay Periods." The Settlement Administrator will then divide the 25% of the Net
13 Settlement Amount to be paid to the PAGA Settlement Group Members by the Total Pay Periods
14 during the Covered Period. This will yield the amount to be paid to each PAGA Settlement Group
15 Member for each pay period, or the "Settlement Amount Per Pay Period." Each PAGA Settlement
16 Group Member's share of the settlement will then be calculated by multiplying the Settlement
17 Amount Per Pay Period by the number of pay periods worked by that PAGA Settlement Group
18 Member during the PAGA Period based on Defendant's records. The PAGA Settlement Group
19 Members will be paid Settlement Payments based on the number of pay periods they worked as
20 calculated by the Settlement Administrator.

21 8. The payments to PAGA Settlement Group Members will not be reduced by payroll
22 tax withholding and deductions; instead, the Settlement Administrator will issue to the PAGA
23 Settlement Group Members an IRS Form 1099 and its state and local equivalents with respect to
24 the payment.

25 9. The PAGA Settlement Group Members must cash his or her Settlement Share check
26 within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement
27 Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the
28 PAGA Settlement Group Member at his or her correct address in accordance with the procedures

1 set forth in the PAGA Settlement Agreement. If a PAGA Settlement Group Member cannot be
2 located using the procedures set forth in the PAGA Settlement Agreement, or if a PAGA Settlement
3 Group Member fails to cash the check for his or her Settlement Share within 180 days after it is
4 mailed to him or her, the Settlement Administrator will distribute the funds according to the PAGA
5 Settlement Agreement and the terms of the final judgment and the Release of Claims will
6 nevertheless be binding upon that Aggrieved Employee and the State of California with respond to
7 that Aggrieved Employee.

8 10. The Court hereby confirms Justin Lo Esq. as PAGA Counsel, Cheyenne Mallas as
9 the PAGA Representative, and Phoenix Settlement Administrator as the Settlement Administrator.

10 11. The Court has determined that the amount sought for attorneys' fees of \$8,325.00
11 and costs of \$9,610.41 are reasonable within the meaning of Labor Code section 2699 (g)(l).

12 12. The Court has determined that the payment in the amount of \$4,000.00 to the
13 Settlement Administrator, Phoenix Settlement Administrator is reasonable.

14 13. The Court further orders, adjudge and decrees that upon the Court's signing of an
15 order approving the Settlement, the LWDA and Plaintiff fully release and forever discharge the
16 Released Parties from any and all claims under PAGA against the Released Parties that were alleged
17 in the Complaint filed in the County of Los Angeles on June 10, 2021.

18 14. All of the Released Claims are deemed adjudicated and extinguished with prejudice
19 as to the PAGA Representative, the Aggrieved Employees, and the State of California.

20 15. The Settlement Administrator shall make the payments to the LWDA, the
21 Aggrieved Employees, Plaintiffs' counsel and to the Settlement Administrator as provided for in
22 the Settlement Agreement.

23 16. The Court further finds that notice of the Settlement has been provided to the LWDA
24 as required by PAGA and Labor Code section 2699, subdivision (1)(2), in particular.

25 17. Any request to intervene in the Litigation and/or Settlement that is filed after the
26 date this Judgment is entered shall be and hereby is deemed untimely.

27 18. Neither the Settlement nor any act performed or document executed pursuant to or
28 in furtherance of the Settlement (a) is or may be deemed to be or may be used as an admission of,

1 or evidence of, the validity of any Released Claims, or of any wrongdoing or liability of the
2 Releasees, or any of them; or (b) is or may be deemed to be or may be used as an admission of, or
3 evidence of, any fault or omission of the Releasees, or any of them, in any civil, criminal or
4 administrative proceeding in any court, administrative agency or other tribunal. Defendant or any
5 of the Releasees may file the Settlement and/or the Judgment from this Litigation in any other
6 action that may be brought against it or them in order to support a defense or counterclaim based
7 on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or
8 reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

9 19. This Court shall retain jurisdiction, pursuant to Code of Civil Procedure section
10 664.6, over this action and the Parties and Aggrieved Employees, to the fullest extent necessary to
11 interpret, enforce and effectuate the terms and intent of the Settlement Agreement and this Order.
12

13 **IT IS SO ORDERED.**

14 Dated: 03/10/2023
15



Maurice A. Leiter
HON. MAURICE A. LEITER
JUDGE OF THE SUPERIOR COURT
Maurice A. Leiter / Judge