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Attorneys for Plaintiff, *Dameta O'Brien*, on the following page.

Attorneys for Defendants on the following pages.

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

KERI GALLOWAY and LISA GEORGES,  
individually and on behalf of all other aggrieved  
employees of DEFENDANTS in the State of  
California,

*Plaintiffs,*

vs.

MEDIX STAFFING SOLUTIONS, INC., an  
Illinois Corporation; THE ILLUMINATION  
FOUNDATION, a California Nonprofit Public  
Benefit Corporation; LOGISTICS HEALTH INC.,  
a Wisconsin Corporation; DOES 1 through 20,  
inclusive,

*Defendants.*

Case No.: 20STCV44053  
Related Case No.: CGC-22-599848

[Honorable Christopher Lui,  
Department 76]

**PRIVATE ATTORNEYS GENERAL ACT  
SETTLEMENT AGREEMENT**

Complaint Filed: November 17, 2020

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Attorneys for Defendant, *Medix Staffing Solutions, Inc.*

1                   **PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT**

2                   This Private Attorneys General Act Settlement Agreement (“Settlement” or “Agreement”) is made  
3 by and between Plaintiffs Keri Galloway, Lisa Georges, and Dameta O’Brien (“Plaintiffs”) and Defendant  
4 Medix Staffing Solutions, Inc. (“Medix”) (Plaintiffs with Medix, the “Parties”).

5                   **1. DEFINITIONS**

6                   1.1. “Actions” means the related actions, *Keri Galloway, et al. v. Medix Staffing Solutions, Inc., et*  
7 *al.*, Superior Court of the State of California, County of Los Angeles, Case Number 20STCV44053  
8 (“Galloway”), and *Dameta O’Brien v. OptumServe Health Services, Inc., et al.*, Superior Court of the State  
9 of California, County of San Francisco, Case Number CGC-22-599848 (“O’Brien”).

10                  1.2. “Administrator” means Phoenix Class Action Administration, the neutral entity the Parties  
11 have agreed to appoint to administer the Settlement.

12                  1.3. “Administration Expenses Payment” means \$35,000.00, the amount allocated to the  
13 Administrator from the Gross Settlement Amount for reimbursement of its reasonable fees and expenses,  
14 in accordance with its “not to exceed” bid submitted to the Court in connection with the approval of this  
15 Settlement.

16                  1.4. “Aggrieved Employees” or “Aggrieved Employee Group” means all persons who worked for  
17 Defendant Medix Staffing Solutions, Inc. in California as hourly paid or non-exempt employees placed at  
18 a customer, partnership, firm, corporation, limited liability company, association, or other entity that was  
19 or is a client of Defendant Medix Staffing Solutions, Inc., including, but not limited to, The Illumination  
20 Foundation, Logistics Health, Inc., OptumServe Health Services, Inc., OptumCare Management, LLC,  
21 OptumCare Services, Inc., OptumServe, Inc., Optum Services, Inc., OptumInsight, Inc., Optum360  
22 Services, Inc., OptumRx, Inc., and PATH, during the PAGA Period of July 31, 2019, to the date the Court  
23 issues the Approval Order.

24                  1.5. “Aggrieved Employee Data” means the Aggrieved Employee identifying information in  
25 Medix’s possession, including the name, last-known mailing address, and Social Security number of the  
26 Aggrieved Employee, dates of employment, and the number of eligible PAGA Pay Periods the Aggrieved  
27 Employee worked during the PAGA Period, or data that will allow the Administrator to reasonably  
28 determine the eligible PAGA Pay Periods.

1 1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search  
2 for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and  
3 means, including, but not limited to, the National Change of Address database, skip traces, and direct  
4 contact with Aggrieved Employees.

5 1.7. "Approval Order" means the Court's Order Granting Approval of the Settlement.

6 1.8. "Court" means the Superior Court of the State of California, County of Los Angeles.

7 1.9. "Defense Counsel" means David Ongaro and Cara Sherman of Ongaro PC.

8 1.10. "Defendants" means the named defendants in the Actions, Medix Staffing Solutions, Inc.,  
9 The Illumination Foundation, Logistics Health, Inc., and OptumServe Health Services, Inc.

10 1.11. "Effective Date" means the date the Approval Order and judgment thereon ("Judgment")  
11 become final. For purposes of this Agreement, the Judgment "becomes final" upon the later of the  
12 following: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal  
13 from, or other challenge to, the Judgment (i.e., 61 calendar days after notice of entry of the Judgment); (ii)  
14 if an appeal is filed, the date the Judgment is affirmed after all appeals are exhausted.

15 1.12. "Gross Settlement Amount" means \$1,670,000.00, the total amount Medix agrees to pay  
16 under the Settlement, except as provided in Section 7 herein. The Gross Settlement Amount will be used to  
17 pay the Individual PAGA Payments, LWDA PAGA Payment, PAGA Counsel Expenses Payment, PAGA  
18 Counsel Fees Payment, and Administration Expenses Payment.

19 1.13. "Individual PAGA Payment" means an Aggrieved Employee's *pro rata* share of 25% of the  
20 PAGA Penalties, calculated according to the number of PAGA Pay Periods worked by the Aggrieved  
21 Employee during the PAGA Period.

22 1.14. "Judgment" means the Judgment entered by the Court based on its Approval Order.

23 1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency  
24 entitled under Labor Code section 2699(a).

25 1.16. "LWDA PAGA Payment" means the LWDA's 75% share of the PAGA Penalties.

26 1.17. "Net Settlement Amount" means the Gross Settlement Amount less the following payments  
27 in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Expenses Payment,  
28

PAGA Counsel Fees Payment, and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18. "PAGA Counsel" means Arin Norijanian and James H. Demerjian of Arin James, APC; Ashkan Y. Shakouri of Shakouri Law Firm, Inc.; and Kane Moon, Allen Feghali, and Jacquelyne VanEmmerik of Moon Law Group, P.C.

1.19. "PAGA Counsel Expenses Payment" means \$38,000.00, the amount allocated to PAGA Counsel for reimbursement of their reasonable expenses incurred to prosecute the Actions.

1.20. "PAGA Counsel Fees Payment" means one third of the Gross Settlement Amount, or as approved by the Court, the amount allocated to PAGA Counsel for their reasonable fees incurred to prosecute the Actions.

1.21. "PAGA Pay Period" means any Pay Period in which an Aggrieved Employee engaged in any productive work activity for which they were paid as an hourly paid or non-exempt employee, not including paid time off or leaves of absence.

1.22. "PAGA Period" means the period that starts on July 31, 2019, and ends on the date the Court issues the Approval Order.

1.23. "PAGA Notices" means all original and amended written notices Plaintiffs have submitted to the LWDA, and sent via certified mail to Defendants, pursuant to with Labor Code section 2699.3, including their original notices submitted and sent on July 31, 2020, August 26, 2020, and May 21, 2022, and amended notices submitted and sent on August 27, 2020, and November 16, 2020.

1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount. The PAGA Penalties will be allocated 25% to the Aggrieved Employees and 75% to the LWDA.

1.25. "PAGA Representatives" or "Plaintiffs" means Keri Galloway, Lisa Georges, and Dameta O'Brien, the named Plaintiffs in the Actions.

1.26. "Released Claims" means the claims being released by the Aggrieved Employees, as described in Paragraph 5.2 herein.

1.27. "Released Parties" means Defendants, OptumCare Management, LLC, OptumCare Services, Inc., OptumServe, Inc., Optum Services, Inc., OptumInsight, Inc., Optum360 Services, Inc., OptumRx,

Inc., and PATH, and each of their former and present parents, affiliates, owners, donors, directors, officers, shareholders, owners, customers, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

## **2. RECITALS**

2.1. On July 31, 2020, Plaintiff Keri Galloway submitted to the LWDA, and sent via certified mail to Defendants Medix Staffing Solutions, Inc. and The Illumination Foundation, a written notice pursuant to Labor Code section 2699.3.

2.2. On August 26, 2020, Plaintiff Lisa Georges submitted to the LWDA, and sent via certified mail to Defendants Medix Staffing Solutions, Inc. and Logistics Health, Inc., a written notice pursuant to Labor Code section 2699.3.

2.3. On November 17, 2020, Plaintiffs Keri Galloway and Lisa Georges filed a Complaint against Defendants Medix Staffing Solutions, Inc., The Illumination Foundation, and Logistics Health, Inc., which alleged eleven causes of action for civil penalties under the Private Attorneys General Act of 2004 (“PAGA”); and on November 9, 2021, Plaintiffs Keri Galloway and Lisa Georges filed a First Amended Complaint against Defendants Medix Staffing Solutions, Inc., The Illumination Foundation, and Logistics Health, Inc., which alleged additional facts in support of their eleven causes of action for civil penalties under PAGA (“Galloway Complaint”).

2.4. On May 21, 2022, Plaintiff Dameta O’Brien submitted to the LWDA, and sent via certified mail to Defendants Medix Staffing Solutions, Inc. and OptumServe Health Services, Inc., a written notice pursuant to Labor Code section 2699.3.

2.5. On May 27, 2022, Plaintiff Dameta O’Brien filed a Class Action Complaint against Defendants Medix Staffing Solutions, Inc. and OptumServe Health Services, Inc., which alleged eight individual and eight class causes of action under the California Labor Code (“Labor Code”) and California Business and Professions Code; and on July 29, 2022, Plaintiff Dameta O’Brien filed a First Amended Class and Representative Action Complaint against Defendants Medix Staffing Solutions, Inc. and OptumServe Health Services, Inc., which alleged an additional cause of action for civil penalties under PAGA (“O’Brien Complaint”).

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1           2.6. On October 4, 2022, Defendants Medix Staffing Solutions, Inc. and The Illumination  
2 Foundation filed a Motion to Compel Plaintiffs Keri Galloway and Lisa Georges' individual PAGA causes  
3 of action to arbitration and a Motion to Dismiss Keri Galloway and Lisa Georges' representative PAGA  
4 causes of action; and on December 6, 2022, the Court stayed the Action in its entirety pending the  
5 California Supreme Court decision in *Adolph v. Uber Technologies, Inc.*, (2023) 14 Cal.5th 1104.

6           2.7. On September 16, 2022, Defendant Medix Staffing Solutions, Inc. filed a Motion to Compel  
7 Plaintiff Dameta O'Brien's individual causes of action to arbitration and a Motion to Strike Plaintiff  
8 Dameta O'Brien's representative PAGA cause of action; and on November 29, 2022, the Court granted  
9 the former and denied the latter, resulting in a stay of Plaintiff Dameta O'Brien's representative PAGA  
10 cause of action.

11           2.8. On October 13, 2022, Plaintiff Dameta O'Brien filed a Motion to Dismiss All Class  
12 Allegations Without Prejudice, and on November 1, 2022, the Court granted an Order thereon.

13           2.9. On or around February 29, 2024, Counsel for Defendant Medix Staffing Solutions, Inc. and  
14 Counsel for Plaintiffs Keri Galloway and Lisa Georges met and conferred, and agreed to attempt to resolve  
15 their Action through private mediation.

16           2.10. On or around December 1, 2023, Counsel for Defendant Medix Staffing Solutions, Inc. and  
17 Counsel for Plaintiff Dameta O'Brien met and conferred, and agreed to attempt to resolve their Action  
18 through private mediation.

19           2.11. On September 24, 2024, the Parties participated in a global, private mediation with an  
20 experienced wage-and-hour mediator, the Honorable Carl West (Ret.). The mediation session resulted in a  
21 settlement of the Actions, the terms of which are incorporated herein.

22           2.12. Prior to mediation, Plaintiffs obtained from Medix, through an informal exchange of  
23 documents and information, a sample of time and corresponding payroll records of hourly paid and non-  
24 exempt employees of Defendant Medix Staffing Solutions, Inc., employee handbooks in effect during the  
25 relevant time period, and other policy documents and pertinent data for the allegedly Aggrieved  
26 Employees, which enabled the Parties to fully investigate the claims at issue and understand their strengths  
27 and weaknesses.  
28

1           2.13. In April 2025, Plaintiffs Georges and Galloway filed an amended Complaint in *Galloway*,  
2 naming Plaintiff O'Brien as an additional representative (the "operative Complaint").

3           2.14. The Parties, PAGA Counsel, and Defense Counsel represent that they are aware of two  
4 matters which bring PAGA claims against Medix which will be released as part of this Agreement. Those  
5 matters are *Rodriguez v. PATH, et al.*, Los Angeles County Superior Court, Case Number 23STCV26935  
6 (filed November 1, 2023 and amended July 25, 2024 to name Medix) and *Keenya Walker v. Medix*  
7 *Staffing Solutions, LLC, et al.*, Los Angeles County Superior Court, Case Number 24STCV22065 (filed  
8 August 28, 2024 and amended October 15, 2024 to add PAGA claims).

9           2.15. Should, for whatever reason, the Settlement not become effective, the fact that the Parties  
10 were willing to stipulate to the existence of an Aggrieved Employee Group as part of the Settlement shall  
11 have no bearing on, and shall not be admissible in connection with, the issue of whether any employees  
12 were aggrieved in a non-settlement context in the Actions or in any other lawsuit. Further, should, for  
13 whatever reason, the Court deny approval or this Settlement not become effective, the Parties' stipulation  
14 regarding the Aggrieved Employees shall become null and void *ab initio* and shall have no bearing on, and  
15 shall not be admissible in connection with, the issue of whether or not the Actions are manageable and/or  
16 whether there are any Aggrieved Employees in a non-settlement context. Defendants expressly reserve  
17 their right to assert the absence of Aggrieved Employees and that the Actions, or any other action, are not  
18 manageable should this Settlement not become effective.

19           2.16. Defendants deny the allegations in the operative Complaint, deny any failure to comply  
20 with the laws identified in the operative Complaint, and deny any and all liability for the causes of action  
21 alleged in the operative Complaint.

### 22   **3.    MONETARY TERMS**

23           3.1. *Gross Settlement Amount.* The Gross Settlement of \$1,670,000.00 is the total amount Medix  
24 agrees to pay under the Settlement, except as provided in Section 7 herein. Medix has no obligation to pay  
25 the Gross Settlement Amount before the deadline stated in Paragraph 4.2 of this Agreement. The  
26 Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved  
27 Employees to submit a claim as a condition of payment. None of the Gross Settlement Amount will revert  
28 to Medix or any of the Defendants. The Administrator will make and deduct the following payments from

the Gross Settlement Amount in the amounts specified by the Court in its Approval Order:

3.1.1. *To PAGA Counsel:* A PAGA Counsel Expenses Payment of not more than \$38,000.00 for reimbursement of their reasonable expenses incurred to prosecute the Actions; and a PAGA Counsel Fees Payment of not more than 33.9% of the Gross Settlement Amount, or \$566,666.67, for their reasonable fees incurred to prosecute the Actions, which shall be divided between PAGA Counsel as follows: 40% to Moon Law Group, P.C.; 30% to Shakouri Law Firm, Inc.; and 30% to Arin James, APC. Defendants will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file a Motion for Court approval of the PAGA Counsel Expenses Payment and PAGA Counsel Fees Payment. If the Court approves a PAGA Counsel Expenses Payment and/or a PAGA Counsel Fees Payment less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel arising from any claim to any portion of any PAGA Counsel Expenses Payment or PAGA Counsel Fees Payment. The Administrator will pay the PAGA Counsel Expenses Payment and PAGA Counsel Fees Payment using one or more IRS 1099 Forms. PAGA Counsel assume full responsibility and liability for taxes owed on the PAGA Counsel Expenses Payment and PAGA Counsel Fees Payment, and hold Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any division of any of these Payments. The amount awarded by the Court is not a material term of the Settlement and cannot serve as a basis for repudiating the Settlement.

3.1.2. *To the Administrator:* An Administration Expenses Payment of not more than \$35,000.00 for reimbursement of the Administrator's reasonable fees and expenses. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$35,000.00, the Administrator will retain the remainder in the Net Settlement Amount. Phoenix Class Action Administration has been mutually selected as the Administrator. The amount awarded by the Court is not a material term of the Settlement and cannot serve as a basis for repudiating the Settlement.

3.1.3. *To the LWDA and Aggrieved Employees:* PAGA Penalties to be paid from the Gross Settlement Amount equal to the Gross Settlement Amount less the PAGA Counsel Expenses Payment, PAGA Counsel Fees Payment, and Administration Expenses Payment. PAGA Penalties will be allocated

75% to the LWDA (“LWDA PAGA Payment”) and 25% to the Aggrieved Employees (“Individual PAGA Payments”), pursuant to Labor Code section 2699(i).

3.1.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (i.e., the Net Settlement Amount) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. The Individual PAGA Payments shall be allocated 100% as penalties and interest.

3.2 The Administrator will calculate the Net Settlement Amount by subtracting the PAGA Counsel Expenses Payment, PAGA Counsel Fees Payment, the LWDA PAGA Payment, and the Administration Expenses Payment. The anticipated Net Settlement Amount is \$257,583.34. The Parties estimate the Net Settlement Amount as follows, subject to the Court’s approval:

|                                  |           |                               |
|----------------------------------|-----------|-------------------------------|
| Gross Settlement Amount:         | \$        | 1,670,000.00                  |
| PAGA Counsel Expenses Payment:   | \$        | 38,000.00                     |
| PAGA Counsel Fees Payment:       | \$        | 566,666.67                    |
| Administration Expenses Payment: | \$        | 35,000.00                     |
| LWDA PAGA Payment:               | \$        | 772,749.99                    |
|                                  |           | (75% of the remaining amount) |
| <b>Net Settlement Amount</b>     | <b>\$</b> | <b>257,583.34</b>             |

#### 4. SETTLEMENT FUNDING AND PAYMENTS

4.1. *Aggrieved Employee Data.* No later than seven (7) calendar days after the Effective Date, Medix shall deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees’ privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of the Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator

employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Administrator agrees that they are solely responsible for any data breach and agrees to defend and indemnify defendants for any data breach. Medix has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Medix must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2. *Funding of Gross Settlement Amount.* No later than thirty (30) calendar days after the Effective Date, Medix shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator.

4.3. *Payments from the Gross Settlement Amount.* No later than seven (7) calendar days after Medix fully funds the Gross Settlement Amount, the Administrator shall mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Expenses Payment, the PAGA Counsel Fees Payment, and the Administration Expenses Payment. Disbursement of the PAGA Counsel Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid, along with the Notice of PAGA Action Settlement attached hereto as **Exhibit A**. The face of each check shall prominently state the date when the check will be voided. The check will be voided 180 days after the date of mailing (“void date”). The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. The Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search within seven (7) business days of receiving a returned

1 check. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-  
2 mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to  
3 any Aggrieved Employee whose original check was lost, misplaced, or requested by the Aggrieved  
4 Employee before the void date.

5 4.3.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed  
6 and canceled after the void date, the Administrator shall transmit the funds represented by such checks to  
7 the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

8 4.3.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer  
9 any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k)  
10 contributions or bonuses) beyond those specified in this Agreement. Payments to Aggrieved Employees  
11 pursuant to this Agreement are not intended by the Parties to be compensation or hours worked or hours  
12 paid for purposes of determining eligibility, vesting, participation, or contributions with respect to any  
13 employee benefit plan. For purposes of this Agreement, the term "benefit plan" means every ERISA  
14 "employee benefit plan," as defined in the Employee Retirement and Income Security Act of 1974  
15 ("ERISA"), 29 U.S.C. section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock  
16 option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation,  
17 severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan,  
18 practice, program, or policy, regardless of whether any such plan is considered an ERISA employee  
19 benefit plan.

## 20 **5. RELEASE OF CLAIMS**

21 Pursuant to the requirements of Labor Code sections 2698, et seq., Plaintiffs are the designated  
22 agents of the LWDA and are proceeding as private attorney generals by bringing enforcement actions to  
23 recover civil penalties on behalf of the LWDA and Aggrieved Employees. The Parties and Plaintiffs agree  
24 that, effective on the date Medix fully funds the entire Gross Settlement Amount, the Aggrieved  
25 Employees and the LWDA shall release the Released Parties from any claim for civil penalties arising out  
26 of the Released Claims. As consideration for this release, the LWDA shall receive 75% of the PAGA  
27 Penalties, consistent with the requirements of Labor Code sections 2698, et seq.; and the Aggrieved  
28 Employees shall receive 25% of the PAGA Penalties consistent with the requirements of Labor Code

sections 2698, *et seq.*

5.1. *Plaintiffs' Release.* Effective on the date Medix fully funds the Gross Settlement Amount, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to release the Released Parties from all claims, transactions, or occurrences that occurred during their employment or alleged employment with Released Parties, including, but not limited to, all claims that were, or reasonably could have been, alleged based on the facts contained in the operative Complaint and PAGA Notices, which shall include, but not be limited to, claims for civil penalties under PAGA for violations of the Labor Code based on Released Parties' alleged failure to pay all wages due (including minimum wages, straight time wages, regular rate wages, and overtime wages), failure to provide compliant meal periods or pay meal period premiums in lieu thereof, failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof, failure to provide accurate and itemized wage statements, failure to timely pay all wages due during employment and at the time of termination, failure to reimburse employees for all business-related expenses, failure to maintain adequate and accurate payroll records, failure to pay for accrued time off upon separation, failure to provide written notice under Labor Code section 2810.5, failure to pay for all hours worked, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said representative causes of action, any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, harassment claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to, claims for violation of the Fair Labor Standards Act (including the Equal Pay Act), the California Labor Code, specifically including but not limited to the Private Attorney General Act pursuant to Labor Code 2699, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, 1866, and 1991, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code §§17200 *et seq.*,

1 Section 503 of the Rehabilitation Act of 1973, the California Constitution, the California Government  
2 Code, the Employee Retirement Income Security Act, the California Pregnancy Discrimination Act, the  
3 Immigration Reform and Control Act, the National Labor Relations Act, California's Occupational Safety  
4 and Health Act, or the Federal equivalent, the Families First Coronavirus Response Act, the California  
5 Supplemental paid sick leave law or any other federal, state, or local paid sick leave law, and any and all  
6 claims arising under any federal, state or other governmental statute, law, regulation or ordinance.

7 Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which they  
8 now know or believes to exist, but Plaintiffs expressly agree to fully, finally, and forever settle and release  
9 any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist  
10 or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not  
11 limited to, any and all claims relating to or arising from Plaintiffs' alleged employment with Defendants.  
12 This Release is intended to resolve any claims that can be validly released ("Plaintiffs' Release").

13 5.1.1. Plaintiffs' Release does not release any claims or actions to enforce this Agreement;  
14 any claims based on occurrences outside the PAGA Period; or any claims that cannot be released by  
15 Plaintiffs as a matter of law, including, but not limited to, Plaintiffs' right to file a charge with or  
16 participate in a charge by the California Civil Rights Department or any other federal, state, or local  
17 administrative body or government agency authorized to enforce laws related to employment, claims for  
18 Workers' Compensation, unemployment compensation, or state disability insurance benefits pursuant to  
19 the terms of applicable state law. Plaintiffs acknowledge that they may discover facts or law different  
20 from, or in addition to, the facts or law Plaintiffs now know or believe to be true but agree, nonetheless,  
21 that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or  
22 additional facts or Plaintiffs' discovery of them.

23 5.1.2. Plaintiffs specifically stipulate and agree that, upon the date on which the Approval  
24 Order becomes "Final," they shall be deemed to have expressly waived and relinquished, to the fullest  
25 extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code,  
26 or any other similar provision under federal or state law, which provides:

27 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
28 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST**  
**IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND**

1                   **THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED**  
2                   **HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

3                   5.2. *Release by the LWDA and Aggrieved Employees.* Effective on the date Medix fully funds the  
4 Gross Settlement Amount, Plaintiffs, the Aggrieved Employees and the State of California (through  
5 Plaintiffs as Private Attorneys General) and their respective former and present representatives, agents,  
6 attorneys, heirs, administrators, successors, and assigns, will be deemed to release the Released Parties  
7 from (i) all PAGA claims asserted in the operative Complaint and PAGA Notices, (ii) all PAGA claims  
8 that could reasonably have been asserted in the operative Complaint and PAGA Notices, and (iii) all  
9 PAGA claims arising out of the same operative facts, irrespective of theory of recovery, including claims  
10 for civil penalties under PAGA for violations of the California Labor Code based on Released Parties'  
11 alleged failure to pay all wages due (including minimum wages, straight time wages, regular rate wages,  
12 and overtime wages), alleged failure to provide compliant meal periods or pay meal period premiums in  
13 lieu thereof, alleged failure to authorize and permit compliant rest periods or pay rest period premiums in  
14 lieu thereof, alleged failure to provide accurate and itemized wage statements, alleged failure to properly  
15 or timely pay all wages due during employment and at the time of termination, alleged failure to reimburse  
16 employees for all business-related expenses, alleged failure to maintain adequate and accurate time and  
17 payroll records, alleged failure to pay for accrued time off upon separation, alleged failure to provide  
18 written notice under Labor Code section 2810.5, alleged failure to pay for all hours worked, and all  
19 penalties, attorneys' fees, costs, and other amounts recoverable under said representative causes of action,  
20 to the extent permissible ("Released Claims"), during the PAGA Period.

21                   5.3. *Release by PAGA Counsel.* Effective on the date Medix fully funds the Gross Settlement  
22 Amount, PAGA Counsel and their present and former attorneys, employees, agents, successors, and  
23 assigns, will be deemed to release the Released Parties from all claims for fees or expenses incurred in  
24 connection with the claims alleged in the operative Complaint and the facts stated in the operative  
25 Complaint and PAGA Notices.

26                   5.4. *No Unalleged Claims.* Plaintiffs and PAGA Counsel represent that they are not currently  
27 aware of any (a) unalleged claims in addition to, or different from, those which are finally and forever  
28 settled and released against the Released Parties by this Settlement; and/or (b) unalleged facts or legal

1 theories upon which any claims or causes of action could be brought against Defendants, except such facts  
2 and theories specifically alleged in the Actions and PAGA Notices. Plaintiffs and PAGA Counsel further  
3 represent that, other than the instant Actions, they have no current intention of asserting any other claims  
4 against Defendants or Released Parties in any judicial or administrative forum. Plaintiffs and PAGA  
5 Counsel further represent that they do not currently know of or represent any persons who have expressed  
6 any interest in pursuing litigation or seeking any recovery against Defendants or Released Parties. The  
7 Parties acknowledge, understand, and agree the representations described in this paragraph are essential to  
8 the Settlement and that this Settlement would not have been entered into were it not for this representation.

9       5.5. *Third Party Beneficiaries.* The Releases outlined in this Agreement shall inure to the benefit  
10 of Medix's clients who had Medix employees staffed at the client's company within the PAGA Period and  
11 shall be entitled to be enforced by Medix's clients. Medix employees, placed with any client of Medix in  
12 the PAGA Period, are a part of the Aggrieved Employee definition. The Releases are intended to bar (i) all  
13 PAGA claims asserted in the operative Complaint and PAGA Notices, (ii) all PAGA claims that could  
14 reasonably have been asserted in the operative Complaint and PAGA Notices, and (iii) all PAGA claims  
15 arising out of the same operative facts, including claims for civil penalties under PAGA for violations of  
16 the California Labor Code based on the Defendant's and Released Parties' failure to pay all wages due  
17 (including minimum wages, straight time wages, regular rate wages, and overtime wages), failure to  
18 provide compliant meal periods or pay meal period premiums in lieu thereof, failure to authorize and  
19 permit compliant rest periods or pay rest period premiums in lieu thereof, failure to provide accurate and  
20 itemized wage statements, failure to timely pay all wages due during employment and at the time of  
21 termination, failure to reimburse employees for all business-related expenses, failure to maintain adequate  
22 and accurate payroll records, failure to pay for accrued time off upon separation, failure to provide written  
23 notice under Labor Code section 2810.5, failure to pay for all hours worked, and all damages, interest,  
24 penalties, attorneys' fees, costs, and other amounts recoverable under said representative causes of action,  
25 to the extent permissible against Medix's clients by the Aggrieved Employees. The Parties agree that  
26 Medix's clients shall be an express third-party beneficiary to this Agreement.

27 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**  
28

6.1 Plaintiffs' Responsibilities. Plaintiffs' Counsel shall be responsible for preparing and filing the Motion for Approval of this Settlement ("Approval Motion"). Plaintiffs will provide Defense Counsel with a draft of the Approval Motion and supporting documents to review and comment upon at least three (3) court days prior to filing the Approval Motion with the Court.

6.2 Judgment. As part of the Approval Motion, Plaintiffs shall submit a proposed judgment which enters judgment in the Action in accordance with the terms of the Settlement, retains jurisdiction over the Action under Cal. Code Civ. Proc. § 664.6 for the purpose of enforcing the terms of the Settlement following its approval, and enjoins the prosecution of any of the PAGA Released Claims against any of the Released Parties upon the occurrence of the Effective Date and the Settlement being fully funded. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The Judgment will not release or bar any claims other than the Released Claims, as defined herein, as to Plaintiffs and the Aggrieved Employees.

6.3 Responsibilities of Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the Approval Motion after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. If the Court grants the Approval Motion, PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Approval Motion and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the Approval Motion or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.5 Dismissal of Actions. The Actions shall be dismissed with prejudice following settlement approval. Plaintiffs' Counsel will include dismissal of the Actions with prejudice as part of the proposed Approval Order.

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6.6 Entry of Judgment. Upon issuance of the Approval Order, the Parties shall request that the Court enter Judgment in the case.

6.7 Effect of Failure to Obtain Judgment. In the event the Court fails to enter Judgment in accordance with this Settlement, or such final judgment is vacated or reversed, the Actions shall proceed as if no settlement had been attempted, unless the Parties jointly agree to seek reconsideration or appellate review of the ruling or Court approval of a renegotiated settlement. Defendants retain the right to contest whether any aspect of the Actions should be maintained as a class or representative action, or to contest the merits of the claims being asserted by Plaintiffs or the Aggrieved Employees in the Actions.

6.8 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

## **7. SETTLEMENT ADMINISTRATION**

7.1. *Selection of Administrator.* The Parties have jointly selected Phoenix Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of any administration expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. *Employer Identification Number.* The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities. However, to the extent there is any tax refund related to the employer-side taxes, the Parties agree that Medix is the beneficial owners of that refund.

7.3. *Qualified Settlement Fund.* The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 468B-1.

7.4. *Administrator Duties.* The Administrator has a duty to perform and observe all tasks to be performed and observed by the Administrator contained in this Agreement or otherwise.

## **8. AGGRIEVED EMPLOYEE SIZE ESTIMATE AND ESCALATOR CLAUSE**

8.1. *Aggrieved Employee Size Estimate.* Based on data provided by Medix, Plaintiffs estimated that there were a total of 232,905 PAGA pay periods worked by Aggrieved Employees from July 31, 2019, to September 24, 2024.

8.2. *Escalator Clause.* If the number of PAGA pay periods during the PAGA Period is more than 10% greater than 232,905 (*i.e.*, if there are approximately 256,196 or more pay periods worked by Aggrieved Employees), Medix agrees to increase the Gross Settlement Amount proportionately by 1% (*i.e.*, if there is an 11% increase in the number of pay periods during the PAGA Period, Medix has the option to increase the Gross Settlement Amount proportionately by 1%). Alternatively, Medix has the option to modify the release date in the PAGA Period to a date in which the actual number of pay periods does not exceed 10%.

## **9. CONTINUING JURISDICTION OF THE COURT**

9.1. *Continuing Jurisdiction.* The Parties agree that, after entry of Judgment, the Court shall retain jurisdiction over the Parties, Actions, and Settlement for purposes of (i) enforcing this Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. This Agreement shall be binding and enforceable under California Code of Civil Procedure section 664.6.

## **10. ADDITIONAL PROVISIONS**

10.1. *No Admission of Liability or Representative Manageability for Other Purposes.* This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve the Settlement, Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement,

1 and the Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in  
2 connection with, any litigation, except for proceedings to enforce or effectuate the Settlement and this  
3 Agreement.

4 10.2. *Integrated Agreement.* Upon execution by all Parties and their counsel, this Agreement,  
5 together with its attached Exhibits, shall constitute the entire agreement between the Parties relating to the  
6 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or  
7 by any Party.

8 10.3. *Attorney Authorization.* PAGA Counsel and Defense Counsel separately warrant and  
9 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action  
10 required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to  
11 execute any other documents reasonably required to effectuate the terms of this Agreement, including any  
12 amendments to this Agreement.

13 10.4. *Cooperation.* The Parties and their counsel will cooperate and use their best efforts, in good  
14 faith, to implement the Settlement by, among other things, modifying the Settlement, submitting  
15 supplemental evidence, and supplementing points and authorities as requested by the Court. In the event  
16 the Parties are unable to agree upon the form or content of any document necessary to implement the  
17 Settlement, or on any modification of this Agreement that may become necessary to implement the  
18 Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

19 10.5. *No Prior Assignments.* The Parties separately represent and warrant that they have not  
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to  
21 any person or entity and portion of any liability, claim, demand, action, cause of action, or right released  
22 and discharged by the Party in this Settlement.

23 10.6. *No Tax Advice.* Neither Plaintiffs, PAGA Counsel, Defendants, nor Defense Counsel are  
24 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as  
25 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as  
26 amended) or otherwise.

1           10.7. *Modification of Agreement.* This Agreement, and all parts of it, may be amended, modified,  
2 changed, or waived only by an express written instrument signed by all Parties or their representatives, and  
3 approved by the Court.

4           10.8. *Agreement Binding on Successors.* This Agreement will be binding upon, and inure to the  
5 benefit of, the successors of each of the Parties.

6           10.9. *Applicable Law.* All terms and conditions of this Agreement and its Exhibits will be  
7 governed by and interpreted according to the internal laws of the State of California, without regard to  
8 conflict of law principles.

9           10.10. *Cooperation in Drafting.* The Parties have cooperated in the drafting and preparation of this  
10 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the  
11 drafter or participated in the drafting.

12           10.11. *Confidentiality.* To the extent permitted by law, all agreements made, and orders entered  
13 during the Action and in this Agreement relating to the confidentiality of information shall survive the  
14 execution of this Agreement.

15           10.12. *No Publicity.* Plaintiffs and PAGA Counsel agree that, until the Court has granted approval  
16 of this Settlement, they have not and will not publish the Settlement in any form of media, including, but  
17 not limited to, all forms of social media, and that the Settlement shall remain fully confidential until  
18 approval. In response to any inquiries about the Actions, after the Court has granted approval of this  
19 Settlement, Plaintiffs will state something to the effect of, “the case was resolved confidentially.” PAGA  
20 Counsel shall not report the Settlement in any medium or in any publication, including, but not limited to,  
21 all forms of social media, shall not post or report anything regarding the claims of Plaintiffs or the  
22 Aggrieved Employees or the Settlement on their website, and shall not contact any reporters or media  
23 regarding the settlement. However, PAGA Counsel is authorized to make disclosures to the Court and the  
24 LWDA for the purposes of obtaining approval of the Settlement. This disclosure is limited to court filings  
25 and neither Plaintiffs nor PAGA Counsel are permitted to disseminate or publish, distribute, or discuss the  
26 information provided to the Court in those filings outside the filings themselves and any hearing held on  
27 those filings, unless ordered otherwise by the Court. Notwithstanding the foregoing, PAGA Counsel may  
28

1 include the Settlement (and/or a summary of the Settlement) in future declarations filed in support of  
2 PAGA Counsel's experience and/or adequacy to represent PAGA aggrieved employees or class members.

3 10.13. *Use and Return of Aggrieved Employee Data.* Information provided to PAGA Counsel  
4 pursuant to California Evidence Code section 1152, and all copies and summaries of the Aggrieved  
5 Employee Data provided to PAGA Counsel by Defendants in connection with the mediation, other  
6 settlement negotiations, or in connection with the Settlement, may be used only with respect to this  
7 Settlement, and no other purpose, and may not be used in any way that violates any existing contractual  
8 agreement, statute, or rule of court. No later than ninety (90) days after the Administrator discharges its  
9 obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of  
10 Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all  
11 Settlement funds, Defendants make a written request to PAGA Counsel for the return, rather than the  
12 destruction, of Aggrieved Employee Data. PAGA Counsel will defend and indemnify Medix for any  
13 breach of Employee Data provided to PAGA Counsel by Defendants.

14 10.14. *Headings.* The descriptive heading of any section or paragraph of this Agreement is  
15 inserted for convenience of reference only and does not constitute a part of this Agreement.

16 10.15. *Calendar Days.* Unless otherwise noted, all reference to "days" in this Agreement shall be  
17 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal  
18 legal holiday, such date or deadline shall be on the first business day thereafter.

19 10.16. *Notice.* All notices, demands or other communications between the Parties in connection  
20 with this Agreement will be in writing and deemed to have been duly given as of the third business day  
21 after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

22 To Plaintiffs:

23 MOON LAW GROUP, P.C.  
24 Kane Moon  
25 Allen Feghali  
26 Jacquelyne VanEmmerik  
27 725 South Figeroa Street, 31<sup>st</sup> Floor  
28 Los Angeles, California 90017  
Telephone: (213) 232-3128  
Email: kmoon@moonlawgroup.com  
Email: afeghali@moonlawgroup.com  
Email: jvanemmerik@moonlawgroup.com

1 To Defendants:

2 ONGARO PC  
3 David R. Ongaro  
4 Cara R. Sherman  
5 1604 Union Street  
6 San Francisco, California 94123  
7 Telephone: (415) 333-3900  
8 Email: dongaro@ongaropc.com  
9 Email: csherman@ongaropc.com

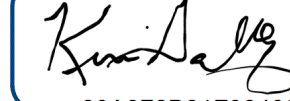
10 10.17. *Execution in Counterparts.* This Agreement may be executed in one or more counterparts  
11 by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement shall be  
12 accepted as an original. All executed counterparts and each of them will be deemed to be one and the same  
13 instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed  
14 counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

15 10.18. *Stay of Litigation.* The Parties agree that, upon the full execution of this Agreement, the  
16 litigation, including pending individual arbitrations being prosecuted by Plaintiffs, shall be stayed, except  
17 to effectuate the terms of this Agreement. The Parties further agree, upon the signing of this Agreement  
18 and pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310  
19 for the entire period of this settlement process.

20 The Parties hereby execute this Agreement.

21 *Signatures on following page.*

DocuSigned by:



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Dated: May 6, 2025

Keri Galloway, Plaintiff

Dated:

Lisa Georges, Plaintiff

Dated:

Dameta O'Brien, Plaintiff

Dated:

Medix Staffing Solutions, LLC, successor-in-interest to  
Medix Staffing Solutions, Inc., Defendant

Title

Dated: May 6, 2025

ARIN | JAMES APC

DocuSigned by:



320F412EB44B41E...

By:

Arin Norijanian  
James H. Demerjian  
Attorneys for Plaintiffs, *Keri Galloway and Lisa Georges*

Dated:

SHAKOURI LAW FIRM

By:

Ashkan Y. Shakouri  
Attorney for Plaintiffs, *Keri Galloway and Lisa Georges*

Dated:

MOON LAW GROUP, P.C.

By:

Kane Moon  
Allen Feghali  
Jacquelyne VanEmmerik  
Attorneys for Plaintiff, *Dameta O'Brien*

1 Dated:

Keri Galloway, Plaintiff

2  
3 Dated: 5/5/2025

Signed by:  
*Lisa Georges*  
605B2DB73060447  
Lisa Georges, Plaintiff

4  
5 Dated:

Dameta O'Brien, Plaintiff

6  
7  
8 Dated:

Medix Staffing Solutions, LLC, successor-in-interest to  
Medix Staffing Solutions, Inc., Defendant

9  
10 Title

11  
12  
13 Dated:

ARIN | JAMES APC

14 By: \_\_\_\_\_  
15 Arin Norijanian  
16 James H. Demerjian  
17 Attorneys for Plaintiffs, *Keri Galloway and Lisa Georges*

18 Dated: 5/5/25

SHAKOURI LAW FIRM

19 By: *Ashkan Shakouri*  
20 Ashkan Y. Shakouri  
21 Attorney for Plaintiffs, *Keri Galloway and Lisa Georges*

22 Dated:

MOON LAW GROUP, P.C.

23 By: \_\_\_\_\_  
24 Kane Moon  
25 Allen Feghali  
26 Jacquelyne VanEmmerik  
27 Attorneys for Plaintiff, *Dameta O'Brien*

1 Dated:

Keri Galloway, Plaintiff

3 Dated:

Lisa Georges, Plaintiff

5 Dated: 5/5/2025

Dameta O'Brien, Plaintiff

8 Dated:

Medix Staffing Solutions, LLC, successor-in-interest to  
Medix Staffing Solutions, Inc., Defendant

Title

13 Dated:

ARIN | JAMES APC

By:

Arin Norijanian  
James H. Demerjian  
Attorneys for Plaintiffs, Keri Galloway and Lisa  
Georges

18 Dated:

SHAKOURI LAW FIRM

By:

Ashkan Y. Shakouri  
Attorney for Plaintiffs, Keri Galloway and Lisa Georges

22 Dated: 5/5/2025

MOON LAW GROUP, P.C.

By:

Kane Moon  
Allen Feghali  
Jacquelyne VanEmmerik  
Attorneys for Plaintiff, Dameta O'Brien

1 Dated:

Keri Galloway, Plaintiff

3 Dated:

Lisa Georges, Plaintiff

5 Dated:

Dameta O'Brien, Plaintiff

8 Dated: 6/5/25

DocuSigned by:

Brian Lustiss

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Medix Staffing Solutions, LLC, successor-in-interest to  
Medix Staffing Solutions, Inc., Defendant

CFO

Title

13 Dated:

ARIN | JAMES APC

By:

Arin Norijanian  
James H. Demerjian  
Attorneys for Plaintiffs, *Keri Galloway and Lisa Georges*

18 Dated:

SHAKOURI LAW FIRM

By:

Ashkan Y. Shakouri  
Attorney for Plaintiffs, *Keri Galloway and Lisa Georges*

22 Dated:

MOON LAW GROUP, P.C.

By:

Kane Moon  
Allen Feghali  
Jacquelyne VanEmmerik  
Attorneys for Plaintiff, *Dameta O'Brien*