

21755655

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

DEC 02 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

MATERN LAW GROUP, PC
Matthew J. Matern, Bar No. 159798
Dalia Khalili, Bar No. 253840
2101 E. El Segundo Blvd, Suite 403
El Segundo, CA 90245
Tel: (310) 531-1900 / Fax: (310) 531-1901

Attorneys for Plaintiff KELLY ROBLES,
individually and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – CIVIL COMPLEX

KELLY ROBLES, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

INSIGHT GLOBAL, LLC, a limited liability
company; and DOES 1 through 50,
inclusive,

Defendant.

Case No. 30-2021-01178511-CU-OE-CXC

[Assigned to Hon. David Hoffer, Dept. CX103]

PAGA ACTION

~~[SECOND AMENDED PROPOSED]~~
**ORDER AND JUDGMENT REGARDING
PLAINTIFF'S UNOPPOSED MOTION
FOR APPROVAL OF SETTLEMENT
PURSUANT TO THE CALIFORNIA
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 ("PAGA")**

Complaint: January 12, 2021
Trial Date: None Set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 Plaintiff Kelly Robles ("Plaintiff") moves pursuant to California Labor Code § 2699(I) for
3 approval of the settlement of Plaintiff's claims under the California Labor Code Private Attorneys
4 General Act ("PAGA"), against Defendant Insight Global, LLC ("Defendant"). The Court issued a
5 tentative ruling and the Court now orders as follows:

6 Plaintiff satisfied the pre-filing notice requirements to bring the PAGA claims asserted in
7 this action and is authorized to act as a private attorney general with respect to the PAGA claims
8 being released under the terms of the Joint Stipulation of Settlement of PAGA Representative
9 Action ("Settlement" or "Settlement Agreement"), which is incorporated by reference. The
10 California Labor Workforce Development Agency ("LWDA") was provided with notice of the
11 Settlement Agreement and the motion for approval of the PAGA settlement via its online process
12 and no objection has been received to the settlement or the motion from the LWDA.

13 The Parties seek approval of the settlement of Plaintiff's PAGA claims and the Gross
14 Settlement Amount including the PAGA Payment to be paid as part of the settlement as set forth
15 in the Settlement Agreement which was filed with the Court. The settlement provides for a Gross
16 Settlement Amount in the total sum of \$675,000.00, which includes the PAGA Payment to the
17 LWDA and the PAGA Settlement Members, Plaintiff's Service Payment of \$5,000, the
18 administration expenses payment in the amount of \$10,000 for CPT Group, Inc. to administer the
19 settlement, Plaintiff's Counsel's attorneys' fees in the amount of \$202,500.00 (30% of the Gross
20 Settlement Amount), and Plaintiff's counsel's expenses in the amount of \$13,188.89. If these
21 amounts are approved, the remaining PAGA Payment is \$444,311.11 which shall be allocated to
22 the payment of Labor Code 2699 penalties, of which 75% of this payment will be paid to the LWDA
23 (\$333,233.33 and 25% will be paid to the PAGA Settlement Employees (\$111,077.78).

24 The Court, having reviewed the evidence, arguments of counsel and other papers
25 submitted, pursuant to the applicable Labor Code section 2699(I)(2) hereby GRANTS the
26 Plaintiffs' motion and approves the PAGA settlement as set forth in the Settlement Agreement
27 including the Gross Settlement Amount, which shall be allocated and paid out as set forth above
28 and in the Settlement Agreement. The Court finds the Settlement is fair and reasonable for the

1 reasons set forth in the Motion for Approval of PAGA Settlement and Memorandum of Points
2 and Authorities in Support Thereof.

3 The "PAGA Settlement Members" are defined as all persons employed by Insight Global
4 as contract employees who were placed on assignment in California to work at Insight Global
5 client UnitedHealth Group, Inc. and who worked Eligible Pay Periods at any time during the
6 PAGA period. The PAGA Period is the period from November 9, 2019 through July 26, 2023,
7 unless the Escalator Clause is triggered. The Escalator Clause is triggered if the number of pay
8 periods worked by PAGA Settlement Members between November 9, 2019 and July 26, 2023
9 equals or exceeds 21,042 pay periods. In the event the Escalator Clause is triggered, Defendant
10 may elect to change the end of the PAGA Period to the date on which there are 21,042 pay periods
11 worked by PAGA Settlement Members after November 9, 2019 or pay a pro rata increase of the
12 Gross Settlement Amount based on the pay periods exceeding 21,042 pay periods in the PAGA
13 Period of November 9, 2019 through July 26, 2023. The Court orders the letter attached as Exhibit
14 A to the Amendment to Joint Stipulation of Settlement of PAGA Representative Action to be sent
15 to PAGA Settlement Members along with their checks for their allocated portion of the PAGA
16 Payment calculated as set forth in the Settlement Agreement.

17 Upon the Effective Date of this Order and Judgment and Defendant funding the Gross
18 Settlement Amount, Defendant and the Released Parties (as defined in the Settlement Agreement)
19 shall be entitled to a release of the PAGA Released Claims. The "PAGA Released Claims" are
20 Plaintiff's individual and non-individual claims under PAGA that were alleged, or reasonably
21 could have been alleged, based on the facts stated in the Complaint or the PAGA Notice Letter,
22 including, but not limited to, claims under PAGA arising under Labor Code Sections 201, 202,
23 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 2802
24 and IWC Wage Order No. 4-2001, Sections 3, 4, 7, 11, 12, and 20, and any civil penalties based
25 on alleged violations of these sections that arose during the PAGA Period. Upon entry of this
26 Order and the funding of the Settlement by Defendant, Plaintiff, on behalf of the LWDA, the State
27 of California, and any other individual or entity acting on behalf or purporting to act on behalf of
28 the LWDA and/or the State may be barred as a matter of law from asserting any of the PAGA

1 Released Claims in any other litigation, arbitration, or other legal forum. Any party to this
2 Agreement may use the Agreement to assert that this Agreement and the Judgment to be entered
3 by the Court following approval of this Agreement bars any other action asserting any of the PAGA
4 Released Claims against any of the Released Parties during the PAGA Period. These provisions
5 apply regardless of whether Plaintiff and/or the PAGA Settlement Members cash their Individual
6 PAGA Payment checks.

7 This Settlement (including this Order) cannot be used, directly or indirectly, to introduce,
8 use, or admit in this case or in any other judicial, arbitral, administrative, investigative or other
9 forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
10 statute, ordinance, regulation, rule or executive order (i.e., evidence of a "first" or "initial"
11 violation), or any liability, obligation, or duty at law or in equity. This Settlement (including this
12 Order) shall not be construed to be an admission by Defendant or the Released Parties of any
13 liability or wrongdoing as to Plaintiff, the PAGA Settlement Members, the State of California,
14 the LWDA, or any other person, and Defendant specifically disclaims any such liability or
15 wrongdoing.

16 The claims asserted under PAGA in this action are dismissed with prejudice. This includes
17 the individual and non-individual PAGA claims as to the PAGA Settlement Members during the
18 PAGA Period . After entry of this Order and Judgment, the Court shall, pursuant to Code of Civil
19 Procedure § 664.6, retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to
20 construe, interpret, implement, and enforce the Settlement Agreement, to hear and resolve any
21 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
22 arising from or in connection with the distribution of settlement benefits.

23 ///

24 ///

25 ///

26 ///

27 ///

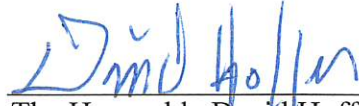
28

1 A Final Report Hearing shall be held in Department CX103 on May 18, 2026, at 1:30 p.m.,
2 with a report to be filed at least 16 days before this hearing.

3
4 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
5 **ENTERED ACCORDINGLY.**

6
7 DATED:

12/2/25



The Honorable David Hoffer

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
3
9
0
1
2
3
4
5
6
7
4

23

4

5
6

89

- 0
- 1
- 2
- 3
- 4

Attorney for Defendants INSIGHT GLOBAL,
LLC

0

7

39