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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,

Defendants.

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

[*Assigned to Hon. Randall J. Sherman, Dept. CX105*]

JOINT STIPULATION OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

JOINT STIPULATION OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

Subject to Superior Court approval, Plaintiff Kelly Robles (formerly known as Kelly Jasmine Oregel) ("Plaintiff" or "Robles"), individually and as the authorized proxy for the State of California and the Labor and Workforce Development Agency, and Defendant Insight Global, LLC ("Defendant" or "Insight Global") (collectively with Plaintiff, the "Parties"), hereby agree to the following binding Joint Stipulation of Settlement of Private Attorneys General Act ("PAGA") Representative Action ("Settlement" or "Settlement Agreement") concerning the lawsuit styled *Kelly Robles v. Insight Global, LLC,* Case No. 30-2021-01178511 (the "Lawsuit").

This Agreement and all associated exhibit(s) or attachment(s) are made for the purpose of settling the Lawsuit. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because this action is being settled under PAGA , the "superior court shall review and approve any settlement of any civil action filed pursuant to [Labor Code §§ 2698 et seq.]." Cal. Lab. Code § 2699(l)(2). Accordingly, the Parties enter into this Agreement and associated settlement on a conditional basis. If the Court does not enter the Approval Order and Judgment and/or the Effective Date does not occur, this Agreement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation of the Agreement shall remain subject to the provisions of California Evidence Code section 1152 and any other analogous rules of evidence that are applicable.

Because this is a PAGA settlement on behalf of the State of California, not a settlement of a class action, there shall be no mechanism for any aggrieved employee to (a) object to the settlement after the Court's Approval Order is made, or (b) opt out from being covered by the release of PAGA claims at any time before or after the Approval Order is made.

DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. "Approval Order and Judgment" means the signed order of the Superior Court approving the Settlement and entering Judgment.

2. "Defendant's Counsel" means Morgan, Lewis & Bockius LLP.

3. "Effective Date" means the date on which an order and judgment on the Settlement becomes final. Such order and judgment becomes final upon the later of: (a) provided that no appeal from the order and judgment approving the Settlement is filed, the date after the deadline for any appeal expires; or (b) if an appeal of the order and judgment is filed, and the appeal is finally disposed of in favor of Settlement approval by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the decision passes, and no further review is requested.

4. "Eligible Pay Period" means any pay period in which an employee worked in California for Defendant as a PAGA Settlement Member during the PAGA Period.

5. "Funding Date" means twenty-one (21) calendar days after the Effective Date, or fifteen (15) calendar days after the PAGA Settlement Administrator sends Defendant confirmation of the Gross Settlement Amount and wiring instructions to fund the Settlement, whichever is later.

6. "Gross Settlement Amount" means Six Hundred Seventy Five Thousand Dollars and No Cents ($675,000).

7. "Individual PAGA Payment" means the proportional pro rata share to be paid to each of the PAGA Settlement Members from the 25% of the PAGA Payment attributable to civil penalties that are paid to PAGA Settlement Members under Labor Code section 2699, with such individual shares to be based on the number of Eligible Pay Periods during which a PAGA Settlement Employee worked during the PAGA Period as a percentage of the total number of Eligible Pay Periods. The Settlement Administrator will use the following formula: 25% of the PAGA Payment will be divided by the aggregate total number of Eligible Pay Periods, resulting in the "Pay Period Value." Each PAGA Settlement Member's Individual PAGA Payment will be calculated by multiplying each PAGA Settlement Member's total number of Eligible Pay Periods by the Pay Period Value. The Settlement Administrator will issue IRS Form 1099s to PAGA Settlement Employees for their Individual PAGA Payments.

8. "PAGA Claims" means Plaintiff's individual and representative non-individual

PAGA claims based on alleged predicate violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198 and 2802 and IWC Wage Order No. 4-2001, §§ 3, 4, 7,11, 12 and 20, and civil penalties pursuant to PAGA and Labor Code §§ 2698–2699.5.

9. "PAGA Payment" means the amount remaining to distribute to the LWDA and PAGA Settlement Members after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) Attorneys' Fees up to one-third of the Gross Settlement (or $225,000), (b) Plaintiffs' Costs up to $20,000, (c) Administration Costs which are estimated to be no more than $, and (d) A Service Payment to Plaintiff up to $10,000. The entirety of the PAGA Payment shall be allocated to civil penalties under Labor Code section 2699, with 75% of the PAGA Payment going to the LWDA and 25% going to the Individual PAGA Payments.

10. "PAGA Period" means November 9, 2019 through July 26, 2023, unless the escalator clause set forth in Paragraph is triggered and Defendant elects to change the end of the PAGA Period to the date on which the Settlement Period encompasses 21,042 pay periods.

11. "PAGA Released Claims" means the PAGA Claims that Plaintiff, the LWDA and the PAGA Settlement Members release and forever discharge Defendant and the Released Parties from as set forth in Paragraph 15.

12. "PAGA Settlement Members" subject to the Settlement shall be persons employed by Insight Global as contract employees who were placed on assignment in California to work at Insight Global client UnitedHealth Group, Inc. ("UnitedHealth Group") and who worked Eligible Pay Periods at any time during the PAGA Period.

13. "PAGA Settlement" or "Settlement" means the settlement of the Lawsuit as memorialized in this Agreement.

14. "Plaintiff's Counsel" means Matern Law Group, PC, including Matthew J. Matern and Julia Z. Wells.

15. "Released Parties" means Defendant and its parents, subsidiaries, affiliates, predecessors or successors, and all agents, employees, officers, directors, insurers, partners, investors, shareholders and attorneys thereof and all persons acting or alleged to be joint

employers or client employers or acting by, through, under or in concert with any of them, past and present, including UnitedHealth Group, and each of their trustees, directors, officers, agents, alleged joint employers or client employers, attorneys, employees, contractors, insurers, representatives, assigns, all persons acting by, through, under, or in concert with any of them, and/or all persons acting on behalf of them.

16. "Settlement Administrator" means CPT Group, Inc.

17. "Settlement Period" means the time period from November 9, 2019 through the date July 26, 2023.

RECITALS

18. WHEREAS, Plaintiff was employed by Defendant as a contract employee during a part of the PAGA period, and as an employee of Defendant was assigned to perform work for UnitedHealth Group, a client of Defendant. Plaintiff has asserted various claims under PAGA based on her employment with Defendant and assignment at UnitedHealth Group, as described below. Although Plaintiff's claims were asserted as to all non-exempt California employees during the alleged period, the parties have reached a settlement that covers alleged contract employees of Defendant who were placed on assignment in California to work for client UnitedHealth Group during the PAGA Period.

19. WHEREAS, on August 12, 2020, Plaintiff Kelly Robles sent a PAGA letter to the LWDA regarding claims for alleged (a) failure to provide meal periods, (b) failure to provide rest breaks, (c) failure to pay overtime wages, (d) failure to pay minimum wages, (e) failure to timely pay wages owed and due to current and former employees, (f) failure to maintain required records, (g) wage statement violations, and (h) expense reimbursement violations, based on alleged violations of the Labor Code, and incorporated by reference a draft Complaint alleging violations of Labor Code §§ 201-203, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, 2698-2699.51; IWC Wage Order No. 4-2001, §§ 3, 4, 7,11, 12 and 20; and Cal. Bus. & Prof. Code §§ 17200 et. seq. On January 12, 2021, Plaintiff filed a Complaint that was not identical to the draft Complaint in Orange County Superior Court for civil penalties pursuant to PAGA and Labor Code §§ 2698–2699.5, including but not limited to

penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC Wage Order No. 4-2001, § 20 alleging violations of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802, and IWC Wage Order No. 4-2001, §§ 3, 4, 7,11, 12 and 20 against Defendant (the "Lawsuit").

20. WHEREAS, Defendant denies all of the allegations in the LWDA Letter, Lawsuit, and the PAGA Claims, and denies that it or any Released Parties committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

21. WHEREAS, On April 26, 2023, the Parties engaged in a mediation session before mediator Jeffrey Krivis. Through arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the PAGA Action which led to the signing of a Memorandum of Understanding.

22. WHEREAS, the Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of Plaintiff's PAGA Claims, and that it is the desire and intention of the Parties to affect a final and complete resolution of the PAGA Claims against Defendant. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by Defendant of liability.

23. WHEREAS, the Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Claims, and have arrived at the Settlement after extensive, arms-length negotiations in a full-day private mediation on April 26, 2023 with Jeffrey Krivis, taking into account all relevant factors, including the strengths and weaknesses of Plaintiff's claims, Defendant's merits defenses, Defendant's contention that the Lawsuit is not manageable, Defendant's contention regarding the enforcement of its arbitration agreement with Plaintiff, and the risk that the Court would significantly reduce any penalties that could be awarded under Labor Code section 2699(e)(2).

24. WHEREAS, California Labor Code section 2699(l)(2) requires Court approval of "any settlement of any civil action filed" pursuant to PAGA.

25. WHEREAS, Plaintiff and Plaintiff's Counsel represent that they are not aware of and have no knowledge of any liens filed or placed on this Action by any person.

26. THEREFORE, in consideration of the promises and agreements contained herein, the Parties agree and covenant as follows:

SETTLEMENT CONSIDERATION

27. Non-Admission of Liability, Wrongdoing, or Standing. This Agreement shall not in any way be construed as an admission by Defendant and/or any of the Released Parties that it or they acted wrongfully with respect to Plaintiff or any other allegedly aggrieved employees. Defendant specifically disclaims any liability to, or wrongful acts against Plaintiff, on the part of itself, and/or any respective parents, subsidiaries, affiliates, predecessors, successors, officers, directors, employees, or agents, and all persons acting or alleged to be joint employers or client employers or acting by, through, under or in concert with any of them, including UnitedHealth Group. Defendant denies that there is any factual evidence or legal basis to support any claims or Labor Code or associated IWC Wage Order violations that Plaintiff alleges on behalf of alleged aggrieved employees, or by Plaintiff on her own behalf.

28. Gross Settlement Amount. In consideration for the covenants, promises, waivers, and releases contained in this Agreement, and subject to Court approval, Defendant shall pay the sum of Six Hundred Seventy-Five Thousand Dollars and No Cents ($675,000) in full and final settlement of the PAGA Claims and the Lawsuit. The Gross Settlement Amount is the “all in” maximum amount Defendant will pay to satisfy all of Defendant’s obligations under this Settlement, including, but not limited to, the source from which all PAGA Payments, the Service Payment, attorney’s fees, costs, and Settlement administration costs will be funded.

Subject to Court approval, Defendant will not oppose Plaintiff's Counsel’s request for fees not to exceed Thirty-Three Percent (33%) of the Gross Settlement Amount (i.e., a maximum of $222,750.00), and costs not to exceed Twenty Thousand ($20,000), to be paid out of the Gross Settlement Amount. Subject to Court approval, up to $10,000 from the Gross Settlement Amount will be paid to Plaintiff Kelly Robles as a Service Payment and as part of the consideration of a general release of all her individual claims against the Defendant and the Released Parties. Subject to Court approval, up to Thirteen Thousand Dollars (to be paid out of the Gross Settlement Amount) shall be allocated to the payment of the third-party Settlement Administrator.

The remaining amount shall be allocated to the PAGA Payment.

If the awarded Plaintiff's attorneys' fees and costs, Service Payment, and/or settlement administration costs approved by the court are less than any of the amounts set forth above, the unawarded amounts shall be added to the PAGA Payment.

29. Release.

a. Release by Plaintiff on Behalf of the LWDA. In her capacity as private attorneys general "aggrieved employees" acting on behalf of herself and as a proxy or agent of the LWDA and State of California, Plaintiff agree to release Defendant and the Released Parties, from any and all individual and non-individual claims under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint or the PAGA Notice Letter, including, but not limited to, claims under PAGA arising under Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and 2699, IWC Wage Order No. 4-2001, §§ 3, 4, 7,11, 12, 20 and any civil penalties based on alleged violations of these sections (collectively, the "PAGA Released Claims") that arose during the PAGA Period. Upon approval of this Agreement and the funding of the Settlement by Defendant, Plaintiffs, the LWDA, the State of California, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA and/or the State shall be barred from asserting any of the PAGA Released Claims in any other litigation, arbitration, or other legal forum. Any party to this Agreement may use the Agreement to assert that this Agreement and the Judgment to be entered by the Court following approval of this Agreement bars any other action asserting any of the PAGA Released Claims against any of the Released Parties during the PAGA Period. The provisions of this paragraph apply regardless of whether Plaintiff and/or the PAGA Settlement Members cash their Individual PAGA Payment checks.

b. Release by PAGA Settlement Members. For and in consideration of the mutual promises and consideration set forth in this Agreement, Plaintiffs and the PAGA Settlement Members, on behalf of themselves, and their heirs, successors, assigns, attorneys and agents, hereby release and forever discharge the Released Parties from any and all PAGA

Released Claims, as defined herein, during the PAGA Period.

30. Plaintiff's Release and Obligations. In exchange for the Service Awards referenced above, Plaintiff releases Defendant and Released Parties up to the date this Agreement is executed of all known and unknown claims, including any wage and hour claims, under the Labor Code, claims under California Business & Professions Code section 17200, and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, timely payment of wages, wage statement claims, meal and rest period claims, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, as well as the common law, including laws related to maintaining payroll records, payment of sick leave, fraud, trespass, conversion, discrimination, harassment, or retaliation. Plaintiff further agrees that she expressly waives and relinquishes to the fullest extent permitted by law, the rights and benefits of California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the provisions set forth herein, and for the purpose of implementing a full and complete release, Plaintiff expressly acknowledges that this Agreement is intended to include and does include its effect without limitation all claims which Plaintiff does not know or suspect to exist in her favor against Defendant or the Released Parties, and that this Agreement contemplates extinguishment of any such claim or claims.

Additionally, Plaintiff agrees that she will not be or become a member of any other legal actions against Defendant or the Released Parties asserting such released claims, will not be eligible for or accept any recovery in any such actions, and will opt out of any such actions if necessary.

31. PAGA Settlement Administrator and Distribution Method. The Parties agree that CPT Group, Inc. shall serve as the PAGA Settlement Administrator to among other things

determine Individual PAGA Payment amounts for each PAGA Settlement Member; distribute Individual PAGA Payments to PAGA Settlement Members; and otherwise process and distribute the Gross Settlement Amount in accordance with this Agreement.

The Parties agree that the Settlement Administrator shall establish a Qualified Settlement Fund ("QSF") that is intended to be pursuant to Section 468B of the Code and Treas. Reg.§1.468B-1, 26 CFR § 1.468B-1et seq., and will be administered by the Settlement Administrator as such. With respect to the QSF, the Settlement Administrator shall: (1) open and administer a settlement account in such a manner as to qualify and maintain the qualification of the QSF as a "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg. §1.468B-1; (2) satisfy all federal, state and local income and other tax reporting, return, and filing requirements with respect to the QSF (if any is required); and (3) satisfy out of the QSF all fees, expenses, and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Agreement. The aforementioned fees, costs, and expenses shall be treated as and included in the costs of administering the QSF by the Settlement Administration.

a. In addition to and subject to Court approval, the timelines and methods related to the administration of this Agreement shall be as follows: The PAGA Payment shall be available for distribution to the PAGA Settlement Members and the LWDA consistent with Labor Code section 2699(i) and shall be allocated as follows: 75% to the LWDA ("LWDA Payment") and 25% to the PAGA Settlement Members as the amount used for payment of their Individual PAGA Payments.

b. Within twenty-one (21) calendar days after the Effective Date of the Settlement, Defendant shall: (1) transmit funds equaling the Gross Settlement Amount to the Settlement Administrator, and (2) confidentially provide the Settlement Administrator with the following information from its personnel records for each PAGA Settlement Member, which shall be formatted as a Microsoft Excel spreadsheet or Microsoft Word Document: his/her name; social security number; last known address; and number of Eligible Pay Periods during the Settlement Period. This information shall be treated as and remain confidential by the Settlement

Administrator and shall be used solely to manage the notice and payment process described herein, shall not be disclosed to Plaintiffs' Counsel, or to anyone other than the necessary staff of the Settlement Administrator, except as needed to effectuate the settlement, including to resolve any dispute over the eligibility for or amount of a PAGA Settlement Member's Individual PAGA Payment.

c. Within fifteen (14) calendar days of the Funding Date, the PAGA Settlement Administrator shall distribute the amounts for the Plaintiff's Service Payment and attorneys' fees and costs to Plaintiff's counsel, and the PAGA Payment to the LWDA and PAGA Settlement Members. With respect to Individual PAGA Payments to PAGA Settlement Members, the Settlement Administrator shall send by first-class mail, at their last known address, the court-approved notice letter, and a check for their individual payment. The Settlement Administrator will conduct a standard skip trace and re-mail any returned, undelivered mailings for which another address is found to such PAGA Settlement Members within fourteen (14) calendar days of receiving notice that a mailing was undeliverable.

d. Because the Individual PAGA Payments are in compromise and settlement of claims for civil penalties, and are not payment of any wages, the entirety of these payments will be treated as non-wage income that is not subject to any withholdings or deductions. The Service Payment to Plaintiff is not wages, will not be subject to deductions or withholdings, and will be reported as 1099 income. The PAGA Settlement Administrator shall be responsible, to the extent necessary based on the amount of a payment, for all tax reporting and documentation related to the PAGA Settlement Member Payments, as well as all other payments made under the Agreement. Plaintiff acknowledges that Defendant makes no representations or warranties with respect to any tax consequences or characterization of the nature of any payment under this Agreement. Plaintiff and Plaintiff's Counsel each agree to hold Defendant and the Released Parties harmless from and against any damage or penalty incurred by Plaintiff and/or Plaintiff's Counsel as a result of any taxing authority assessing any tax or penalty upon Defendant as a consequence of any tax being due and unpaid on each of their portions of the Settlement.

e. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

f. Because this is a PAGA settlement and not a class action settlement, and because there is no claims procedure and no ability to “opt out”, there will be no prior notice to the PAGA Settlement Members advising them of the Settlement or any procedure by which the PAGA Members must submit claims in order to receive a settlement payment. No later than fifteen (15) business days after the Funding Date, the Settlement Administrator will mail a notice (“PAGA Notice”) approved by the Court (in substantially the form attached as Exhibit A) along with the Individual PAGA Payment to the PAGA Settlement Members in the PAGA Data. 21

g. PAGA Settlement Members shall have one hundred eighty (180) calendar days to cash their Individual PAGA Payment checks under this Agreement. Any checks that are returned as undeliverable or that remain uncashed after 180 days shall be voided. Within fourteen (14) days of the expiration of the 180-day deadline, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the employee to whom the check was issued, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). In the alternative, and to the extent that the Court may require that the funds be transmitted to a *cy pres* beneficiary, the Settlement Administrator shall transmit the funds associated with any uncashed checks to the *cy pres* beneficiary of Community Legal Aid SoCal, subject to approval by the Court in accordance with California law.

32. Impact of Non-Approval by the Court. Should the Court initially deny approval of this Agreement, the Parties shall work jointly to make reasonable efforts to attempt to address the Court's concerns in order to obtain the Court's approval, except that Defendant will not be required under any circumstances to increase the Gross Settlement Amount. If the Parties cannot obtain court approval, the Parties shall be restored to their respective litigation positions before they entered into this Agreement. A reduction by the Court or on appeal as to the amount of Attorneys' Fees and Costs or Service Payment is allowed under and does not provide a basis for nullifying this Agreement. If the Court ultimately denies approval of the Agreement, or if the Court's approval is reversed on appellate review, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

33. The Parties stipulate and agree, pursuant to California Code of Civil Procedure section 583.330(a), in the event the settlement is not finally approved, to extend the time within which the Action must be brought to trial pursuant to Code of Civil Procedure sections 583.310 through 583.360, by that period of time from April 26, 2023 until the date of the Court's Order finally granting approval or denial of the Settlement, and that said period of time shall not be included in the computation of the five-year period specified in Code of Civil Procedure section 583.310.

34. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction solely with respect to the interpretation, implementation, and enforcement of the terms of this Settlement, and the Parties and their counsel submit to the

jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith. In the event either party is reasonably required to seek to enforce any of the terms of this Agreement, the prevailing party shall be entitled to attorney's fees and costs. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

35. Dismissal/Judgment in this Action. Plaintiff's Counsel shall prepare, file, and serve a motion for approval of this Agreement pursuant to California Labor Code § 2699(l)(2), advocating that the terms of the Settlement are fair, adequate, and reasonable and satisfy other requirements for approval of a PAGA settlement, and Defendant shall not oppose such a motion provided that it is consistent with the terms of this Agreement. Plaintiff's Counsel shall send a draft of the motion to Defendant's counsel allowing seven business days for review and comment which shall be reasonably considered by Plaintiff's Counsel. Counsel for the Parties will jointly prepare and submit a proposed Approval Order and Judgment granting the motion, consistent with the terms of this Agreement and Settlement. The proposed Approval Order and Judgment will include a dismissal of the entire Lawsuit and Plaintiff's PAGA claims, with prejudice as to Plaintiff and the PAGA Settlement Members. Plaintiff shall serve the LWDA with the motion referenced above when Plaintiffs files the motion with the Court. Within ten (10) calendar days of the date the Court enters the Judgment, Plaintiffs shall also submit a copy of the Judgment to the LWDA consistent with Labor Code section 2699(l)(3).The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, 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 this Agreement or by law.

36. Confidentiality. Neither side shall issue any press release or public announcement of any kind related in any way to the Settlement, except any notice required to effectuate the terms of the settlement. Plaintiff agrees to maintain the terms and conditions of this Agreement as confidential and agrees not to disclose the terms of this Agreement until the motion for approval is filed with the Court and/or submitted to the LWDA, after which time Plaintiff shall

refer any questions or comments about the Settlement or this Agreement from PAGA Settlement Members to Plaintiff's Counsel. The Parties agree that this paragraph is a material inducement to entering into this Agreement. Nothing in this Agreement shall limit Plaintiff's right to communicate with her spouse(s), legal counsel retained by Plaintiff, personal certified accountant, financial adviser, or tax consultant, or as required or compelled by legal authority before or after the motion for approval is filed with the Court.

Counsel for the Plaintiff shall not publicize the Settlement on their website or in advertising/marketing materials, other than filing documents with the Court in connection with seeking approval of the Agreement. After the Approval Order has been entered by the Court, Plaintiff and Plaintiff's Counsel may: (1) as required by law, (2) as required under the terms of the Agreement, or (3) as required under Plaintiff's Counsel's duties and responsibilities as counsel for the PAGA Settlement Members, comment regarding the specific terms of the Agreement. In all other cases, Plaintiff and Plaintiff's Counsel agree to limit their statements regarding the terms of the Agreement, whether oral, written, or electronic, to say the Lawsuit has been resolved and that Plaintiff and Plaintiff's Counsel are satisfied with the terms of the Agreement. Nothing in this paragraph is intended to interfere with Plaintiff's Counsel's duties and obligations to faithfully discharge their duties as counsel for the PAGA Settlement Members, including but not limited to, communicating with PAGA Settlement Members regarding the Agreement, and nothing shall prohibit Plaintiff's Counsel from referring to the Settlement in adequacy of counsel declarations or related court filings.

37. No Admission of Wrongdoing. Except for the purposes of effectuating and enforcing the terms of this Agreement which include barring claims that are released pursuant to this Agreement, neither this Agreement nor any of its terms nor the settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant and/or any of the Released Parties, including but not limited to, evidence of any violation of the Labor Code, presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against Defendant and/or any of the

Released Parties in any other civil, criminal, or administrative action or proceeding, or any arbitration. The Parties agree that an express condition of this Agreement is that there has been no finding of liability on the merits, and that this Agreement and the Approval Order and Judgment therefore cannot be a basis to assert subsequent violation penalty rates in any action or proceeding seeking civil penalties, or to assert offensive collateral estoppel against Defendant. Notwithstanding the foregoing, nothing in this Agreement shall limit Defendant's use of the Approval Order and Judgment to establish res judicata and/or collateral estoppel in any other PAGA action.

38. Costs and Fees. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with this Agreement and in connection with the Lawsuit, except as otherwise set forth specifically herein.

39. Arbitration. This Agreement shall not affect the validity of any arbitration agreements and/or release agreements applicable to Plaintiff or to any PAGA Settlement Member. Defendant reserves the ability and does not waive the right to enforce arbitration agreements in any other action, or in this action as to any arbitrable claims of Plaintiff and/or PAGA Settlement Members should settlement not be approved. Nothing in this Agreement shall prevent or prohibit any PAGA Settlement Members, including Plaintiff, to assert any defenses or challenge to any purported arbitration agreements and/or release agreements, excluding the release set forth in this Settlement.

40. No Other Pending Claims. Plaintiff represents that she has not filed or otherwise presented any other claims, complaints, charges, arbitration claims, or lawsuits of any kind whatsoever with any court, governmental agency, other regulatory body, or arbitration tribunal with respect to any matter arising out of her employment with Insight Global, or otherwise related to Insight Global. Plaintiff's counsel represents that, other than Plaintiff herself, they do not currently represent any other current or former employees of Defendant in connection with any actual or planned claims, charges, complaints or other matters against Defendant, and Plaintiff's counsel is not aware of any current or former employees of Defendant who are planning to bring any claims, charges, complaints, or other matters against Defendant. In their Declarations in

support of approval of the settlement, Plaintiffs and Plaintiff's Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

41. Knowing and Voluntary Agreement. Each Party has carefully read, and knows and understands the full contents of this Agreement and is voluntarily entering into this Agreement after having received independent legal advice from his or its attorneys with respect to the advisability of making the settlement provided for herein and the advisability of executing this Agreement.

42. Joint Drafting. Each of the Parties has participated in the drafting of all provisions of this Agreement, has had an adequate opportunity to read, review, and consider the effect of the language of this Agreement, and has agreed to its terms.

43. Severability. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions, except that if the Court severs a provision that either of the Parties reasonably considers to be a material term of this Agreement, that Party shall have the option to send a written notice to the other Party no later than fourteen (14) calendar days after the Court severs the provision that it wishes to void the entire Agreement and to restore the Parties to their litigation positions as of before this Agreement was reached. If the Parties are thereafter unable to resolve the issue by reasonable efforts, this Agreement in its entirety shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement except upon agreement in writing by Defendant.

44. Counterparts. This Agreement may be signed in counterparts. Fax, scan, and/or electronic copies of signatures shall be deemed effective as originals.

45. Cal. Code Civ. Proc. § 583.330. The Parties stipulate and agree, pursuant to California Code of Civil Procedure section 583.330(a), in the event the settlement is not finally

approved, to extend the time within which the Action must be brought to trial pursuant to Code of Civil Procedure sections 583.310 through 583.360, by that period of time from April 26, 2023 until the date of the Court's Order finally granting approval or denial of the Settlement, and that said period of time shall not be included in the computation of the five-year period specified in Code of Civil Procedure section 583.310. .

46. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by Plaintiff and Plaintiff's Counsel and Defendant and Defendant's counsel.

47. Waive of right to appeal. Provided the Approval Order and Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals, except that Plaintiff and/or Plaintiff's Counsel may appeal any order denying or reducing their requested Attorneys' Fees and Costs or Service Payment.

The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until the appeal is finally resolved and the Judgment becomes final. This provision only applies to to matters on appeal that could affect the approval of the PAGA Settlement or the amount of the PAGA Payment.

48. Cooperation. The Parties and their Counsel will cooperate in good faith and apply their best efforts to implement this Settlement, by, among other things, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement, submitting supplemental evidence and/or supplemental points and authorities if requested by the Court, or making changes to the Settlement if requested by the Court that do not materially affect the essential settlement terms.

IN WITNESS WHEREOF, the Parties each acknowledge that they have read the foregoing Joint Stipulation of Settlement of PAGA Representative Action, accept and agree to the provisions contained in this Agreement and hereby execute it voluntarily and with full understanding of its consequences, as of the date set forth below.

Dated: Jan 29, 2024

Kelly Robles (Jan 29, 2024 18:00 PST)
Plaintiff Kelly Robles (formerly known as Kelly Oregel)

Dated: ____________________

Insight Global, LLC

By: ____________________
Printed Name: ____________________
Title: ____________________

Approved as to form

Dated: February 7, 2024

Julia Z. Wells
Matern Law Group, PC
Counsel for Plaintiff Kelly Robles

Dated: ____________________

John S. Battenfeld
Morgan, Lewis & Bockius LLP
Counsel for Insight Global, LLC

foregoing Joint Stipulation of Settlement of PAGA Representative Action, accept and agree to the provisions contained in this Agreement and hereby execute it voluntarily and with full understanding of its consequences, as of the date set forth below.

Dated: ____________________

____
Plaintiff Kelly Robles (formerly known as Kelly Oregel)

Dated: 1/29/2024

Insight Global, LLC

By: ______________________________

Printed Name: David C. Lowance, Sr.

Title: CLO + Secretary

Approved as to form

Dated: ____________________

____
Julia Z. Wells
Matern Law Group, PC
Counsel for Plaintiff Kelly Robles

Dated: February 6, 2024

____
John S. Battenfeld
Morgan, Lewis & Bockius LLP
Counsel for Insight Global, LLC

EXHIBIT A

Mailing Date

NOTICE OF SETTLEMENT UNDER THE CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT
Robles v. Insight Global, LLC
(Orange County Superior Court Case No. 30-2021-01178511-CU-OE-CXC)
DO NOT CONTACT THE COURT

*You are **not** being sued. This is **not** an advertisement. This settlement affects your rights.*

YOU ARE RECEIVING A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

Name
Address
Dear NAME:

Enclosed is a check which is your settlement payment for a portion of the civil penalties agreed to be paid in the settlement of the lawsuit entitled *Robles v. Insight Global, LLC*, in Orange County Superior Court, Case No. 30-2021-01178511-CU-OE-CXC.

In the lawsuit, Kelly Robles ("Plaintiff") pursued various claims against Insight Global, LLC ("Insight Global" or "Defendant") under Labor Code § 2699 *et seq.*, the California Private Attorneys General Act of 2004 ("PAGA"). Defendant denies all of the allegations and liability for any claims in this case, and has resolved the case in order to avoid further litigation. The Court has not made any determination about whether Plaintiff's claims have merit. The Court has approved the Settlement on behalf of the State of California (Labor and Workforce Development Agency) ("LWDA") and the following employees of the Defendant ("PAGA Settlement Members"): all persons employed by Insight Global as contract employees who were placed on assignment in California to work at Insight Global client UnitedHealth Group, Inc. ("UnitedHealth Group") and who worked Eligible Pay Periods at any time during the time period from November 9, 2019 through July 26, 2023 (the "PAGA Period").

The Plaintiff in the case claimed that Defendant violated the Labor Code by failing to pay overtime and minimum wages, to provide meal periods, to authorize and permit rest periods, to timely pay wages during employment, to timely pay all wages upon termination, to reimburse for business expenses, to maintain required records, and to provide accurate wage statements. Insight Global disputes all of these claims, and denies that it has violated any law or owes any penalties.

The parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. The Court signed an Order approving the settlement on [DATE], 2025. As required by PAGA, 75% of the penalties agreed to be paid in the settlement will be recovered by the State of California Labor and Workforce Development Agency, and 25% of the penalties will be paid to the covered employees, based on a formula that takes into account the number of weeks an employee worked in California during the covered period. As a result of the Settlement, Plaintiff, PAGA Settlement Members, and the California Labor and Workforce Development Agency ("LWDA") have released the Defendant and its parents, subsidiaries, affiliates, predecessors or successors, and all agents, employees, officers, directors, insurers, partners, investors, shareholders and attorneys thereof and all persons acting or alleged to be joint employers or client employers or acting by, through, under or in concert with any of them, past and present, including UnitedHealth Group, and each of their trustees, directors, officers, agents, alleged joint employers or client employers, attorneys, employees, contractors, insurers, representatives, assigns, all persons acting by, through, under, or in concert with any of them, and/or all persons acting on behalf of them from the following Released Claims: all claims for civil penalties alleged or that could have been alleged based on the facts stated in the operative Complaint for violation of the PAGA or the PAGA Notice Letter, including civil penalties under the PAGA for failure to pay overtime and minimum wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay wages during employment, failure to timely pay all wages upon termination, failure to reimburse for business expenses, failure to maintain required records, and failure to provide accurate wage statements, that arose during the PAGA Period. The Released Claims include all the PAGA penalties described above as to the LWDA and all PAGA Settlement Members.

The enclosed check for $_______ is your share of the Settlement. You are receiving this check in connection with this Settlement because according to business records you meet the definition of a PAGA Settlement Member. Your settlement amount represents penalties and will be reported on an IRS Form 1099. Your check is valid for 180 calendar days from the date of mailing. Funds attributable to any uncashed check will be sent to [the State Controller's Unclaimed Property Fund in the name of the PAGA Settlement Member]or [a *cy pres* beneficiary. The Parties have identified Community Legal Aid SoCal as the *cy pres* beneficiary.]The above release of claims applies to you, regardless of whether you cash or deposit your check, and regardless of whether this letter can be delivered to you.

This Notice is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement of PAGA Representative Action and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Orange, during regular business hours.

Any questions you have regarding this Notice, PAGA and/or the Settlement should be directed to the Settlement Administrator.

You may write or call the Settlement Administrator, CPT Group, toll free at _____ with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

[__________]
[Address]
[Address]
[Address]

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE