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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. David Hoffer, Dept.
CX103]*

**AMENDMENT TO JOINT
STIPULATION OF SETTLEMENT OF
PAGA REPRESENTATIVE ACTION**

**AMENDMENT TO 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 Amendment to the Joint Stipulation of Settlement of Private Attorneys General Act (“PAGA”) Representative Action (“Amendment to Settlement Agreement”) concerning the lawsuit styled *Kelly Robles v. Insight Global, LLC*, Case No. 30-2021-01178511 (the “Lawsuit”). This Amendment to the Settlement Agreement is only meant to amend the paragraphs referenced below from the original Joint Stipulation to Settlement of PAGA Representative Action, fully executed on February 7, 2024 (“Original Settlement Agreement”).

RECITALS

1. WHEREAS, on March 13, 2025, Plaintiff filed the Unopposed Notice of Motion and Motion for Approval of PAGA Settlement (“Motion for Approval”).
2. WHEREAS, on March 13, 2025, the Parties submitted the Original Settlement Agreement as Exhibit A to the Declaration of Dalia Khalili in Support of Plaintiff Kelly Robles’s Unopposed Motion for Approval of PAGA Settlement.
3. WHEREAS, on June 19, 2025, the Court issued a tentative ruling regarding the Motion for Approval, requesting an amendment to the Settlement in addition to supplemental papers.
4. WHEREAS, the Parties now desire to amend the Settlement to include the following provisions, facilitate the approval of the proposed settlement, and carry out its terms.
5. THEREFORE, the Settlement is hereby amended as follows:

AMENDMENT TO SETTLEMENT

6. The following supersedes and replaces Paragraph 10 of the Original Settlement Agreement:

“PAGA Period” means November 9, 2019 through July 26, 2023, unless the Escalator

Clause is triggered. The Escalator Clause is triggered if the number of pay periods worked by PAGA Settlement Members between November 9, 2019 and July 26, 2023 equals or exceeds 21,042 pay periods. In the event the Escalator Clause is triggered, Defendant may elect to change the end of the PAGA Period to the date on which there are 21,042 pay periods worked by PAGA Settlement Members after November 9, 2019 or pay a pro rata increase of the Gross Settlement Amount based on the pay periods exceeding 21,042 pay periods in the PAGA Period of November 9, 2019 through July 26, 2023.

7. The following supersedes and replaces Paragraph 28 of the Original Settlement Agreement:

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 \$225,000.00), 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.

8. The following supersedes and replaces Paragraph 29(a) of the Original Settlement Agreement:

Release by Plaintiff on Behalf of the LWDA. In her private capacity and as a proxy or agent of the LWDA and State of California, Plaintiff agrees 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, Plaintiff, on behalf of 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 may be barred as a matter of law 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.

9. Exhibit A to the Original Settlement Agreement, referenced in paragraph 31(f) of the Original Settlement Agreement, has been replaced with the PAGA Notice, in substantially the form attached hereto as Exhibit A.

IN WITNESS WHEREOF, the Parties each acknowledge that they have read the foregoing Amendment to Settlement Agreement, accept and agree to the provisions contained in

this Amendment to Settlement Agreement, and hereby execute it voluntarily and with full understanding of its consequences, as of the date set forth below.

Dated: 8-15-25



Kelly Jasmine Robles (Aug 15, 2025 11:40:30 MDT)

Plaintiff Kelly Robles (formerly known as Kelly Oregel)

Dated: 8.15.25

Insight Global, LLC

Signed by:

By:


Printed Name: Kevin Arocha

Title: Associate General Counsel

Approved as to form

Dated: August 15, 2025



Dalia Khalili
Matern Law Group, PC
Counsel for Plaintiff Kelly Robles

Dated: August 15, 2025



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.

No Claims for Unpaid or Underpaid Wages have Settled. This Settlement is Without Prejudice to the Pursuit of any Claims for Unpaid or Underpaid Wages.

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