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Attorneys for Plaintiffs, *Keri Galloway and Lisa Georges*

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

**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]

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT
AGREEMENT**

[Filed with Plaintiffs' Notice of Motion and
Motion for Approval of Private Attorneys
General Act Settlement Agreement, Declaration
of Kane Moon, Declaration of Arin Norijanian,
Declaration of Ashkan Shakouri, and Declaration
of Jodey Lawrence]

PAGA APPROVAL HEARING

Date: October 9, 2025
Time: 8:30 a.m.
Dept.: 76

Complaint Filed: November 17, 2020
Trial Date: Not Set.

1 Kane Moon (SBN 249834)
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7 Attorneys for Plaintiff, *Dameta O'Brien*

1 The Court, having considered Plaintiffs Keri Galloway, Lisa Georges, and Dameta O'Brien's
2 ("Plaintiffs") Notice of Motion and Motion for Approval of Private Attorneys General Act Settlement
3 Agreement ("PAGA Approval Motion") and the supporting Declarations and Exhibits thereto; having
4 reviewed the record in the Action; and good cause appearing, **HEREBY ORDERS, ADJUDGES,**
5 **AND DECREES AS FOLLOWS:**

6 1. The Court, for purposes of this Order and Judgment, refers to all terms and provisions
7 as defined in the Private Attorneys General Action Settlement Agreement ("Settlement"), which is
8 attached to the Declaration of Kane Moon in Support of Plaintiffs' PAGA Approval Motion as
9 **Exhibit 2.**

10 2. The Court hereby grants Plaintiffs' PAGA Approval Motion and accepts and approves
11 the Settlement. The obligations set forth in the Settlement are deemed part of this Order and
12 Judgment, and the Parties and Administrator are ordered to carry out the Settlement according to its
13 terms and provisions.

14 3. The Aggrieved Employees are all persons who worked for Defendant Medix Staffing
15 Solutions, Inc. in California as hourly paid or non-exempt employees placed at a customer,
16 partnership, firm, corporation, limited liability company, association, or other entity that was or is a
17 client of Defendant Medix Staffing Solutions, Inc., including, but not limited to, The Illumination
18 Foundation, Logistics Health, Inc., OptumServe Health Services, Inc., OptumCare Management, LLC,
19 OptumCare Services, Inc., OptumServe, Inc., Optum Services, Inc., OptumInsight, Inc., Optum360
20 Services, Inc., OptumRx, Inc., and PATH, during the PAGA Period of July 31, 2019, to the date the
21 Court issues the Approval Order. *Settlement*, ¶¶ 1.4, 1.22.

22 4. As set forth in the Settlement, Plaintiffs, the Aggrieved Employees, PAGA Counsel,
23 and the LWDA will release claims against all Released Parties as follows:

- 24 a. *Plaintiffs' Release.* Effective on the date Medix fully funds the Gross Settlement
25 Amount, Plaintiffs and their respective former and present spouses, representatives,
26 agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to
27 release the Released Parties from all claims, transactions, or occurrences that
28 occurred during their employment or alleged employment with Released Parties,

1 including, but not limited to, all claims that were, or reasonably could have been,
2 alleged based on the facts contained in the operative Complaint and PAGA
3 Notices, which shall include, but not be limited to, claims for civil penalties under
4 PAGA for violations of the Labor Code based on Released Parties' alleged failure
5 to pay all wages due (including minimum wages, straight time wages, regular rate
6 wages, and overtime wages), failure to provide compliant meal periods or pay meal
7 period premiums in lieu thereof, failure to authorize and permit compliant rest
8 periods or pay rest period premiums in lieu thereof, failure to provide accurate and
9 itemized wage statements, failure to timely pay all wages due during employment
10 and at the time of termination, failure to reimburse employees for all business-
11 related expenses, failure to maintain adequate and accurate payroll records, failure
12 to pay for accrued time off upon separation, failure to provide written notice under
13 Labor Code section 2810.5, failure to pay for all hours worked, and all damages,
14 interest, penalties, attorneys' fees, costs, and other amounts recoverable under said
15 representative causes of action, any and all tort claims, contract claims, wage
16 claims, wrongful termination claims, disability claims, benefit claims, public policy
17 claims, retaliation claims, harassment claims, statutory claims, personal injury
18 claims, emotional distress claims, invasion of privacy claims, defamation claims,
19 fraud claims, quantum meruit claims, and any and all claims arising under any
20 federal, state or other governmental statute, law, regulation or ordinance, including,
21 but not limited to, claims for violation of the Fair Labor Standards Act (including
22 the Equal Pay Act), the California Labor Code, specifically including but not
23 limited to the Private Attorney General Act pursuant to Labor Code 2699, the
24 Wage Orders of California's Industrial Welfare Commission, other state wage and
25 hour laws, the Americans with Disabilities Act, the Age Discrimination in
26 Employment Act (ADEA), the Employee Retirement Income Security Act, Title
27 VII of the Civil Rights Act of 1964, 1866, and 1991, the California Fair
28 Employment and Housing Act, the California Family Rights Act, the Family

1 Medical Leave Act, California’s Whistleblower Protection Act, California Business
2 & Professions Code §§17200 et seq., Section 503 of the Rehabilitation Act of
3 1973, the California Constitution, the California Government Code, the Employee
4 Retirement Income Security Act, the California Pregnancy Discrimination Act, the
5 Immigration Reform and Control Act, the National Labor Relations Act,
6 California’s Occupational Safety and Health Act, or the Federal equivalent, the
7 Families First Coronavirus Response Act, the California Supplemental paid sick
8 leave law or any other federal, state, or local paid sick leave law, and any and all
9 claims arising under any federal, state or other governmental statute, law,
10 regulation or ordinance. *Settlement*, ¶ 5.1. Plaintiffs may hereafter discover claims
11 or facts in addition to, or different from, those which they now know or believes to
12 exist, but Plaintiffs expressly agree to fully, finally, and forever settle and release
13 any and all claims against the Released Parties, known or unknown, suspected or
14 unsuspected, which exist or may exist on behalf of or against the other at the time
15 of execution of this Agreement, including, but not limited to, any and all claims
16 relating to or arising from Plaintiffs’ alleged employment with Defendants. *Id.* This
17 Release is intended to resolve any claims that can be validly released (“Plaintiffs’
18 Release”). *Id.* Plaintiffs’ Release does not release any claims or actions to enforce
19 this Agreement; any claims based on occurrences outside the PAGA Period; or any
20 claims that cannot be released by Plaintiffs as a matter of law, including, but not
21 limited to, Plaintiffs’ right to file a charge with or participate in a charge by the
22 California Civil Rights Department or any other federal, state, or local
23 administrative body or government agency authorized to enforce laws related to
24 employment, claims for Workers’ Compensation, unemployment compensation, or
25 state disability insurance benefits pursuant to the terms of applicable state law.
26 Plaintiffs acknowledge that they may discover facts or law different from, or in
27 addition to, the facts or law Plaintiffs now know or believe to be true but agree,
28 nonetheless, that Plaintiffs’ Release shall be and remain effective in all respects,

1 notwithstanding such different or additional facts or Plaintiffs' discovery of them.
2 *Settlement*, ¶ 5.1.1. Plaintiffs specifically stipulate and agree that, upon the date on
3 which the Approval Order becomes "Final," they shall be deemed to have
4 expressly waived and relinquished, to the fullest extent permitted by law, the
5 provisions, rights, and benefits of Section 1542 of the California Civil Code, or any
6 other similar provision under federal or state law. *Id.* at ¶ 5.1.2.

- 7 b. *Release by the LWDA and Aggrieved Employees.* Effective on the date Medix fully
8 funds the Gross Settlement Amount, Plaintiffs, the Aggrieved Employees and the
9 State of California (through Plaintiffs as Private Attorneys General) and their
10 respective former and present representatives, agents, attorneys, heirs,
11 administrators, successors, and assigns, will be deemed to release the Released
12 Parties from (i) all PAGA claims asserted in the operative Complaint and PAGA
13 Notices, (ii) all PAGA claims that could reasonably have been asserted in the
14 operative Complaint and PAGA Notices, and (iii) all PAGA claims arising out of
15 the same operative facts, irrespective of theory of recovery, including claims for
16 civil penalties under PAGA for violations of the California Labor Code based on
17 Released Parties' alleged failure to pay all wages due (including minimum wages,
18 straight time wages, regular rate wages, and overtime wages), alleged failure to
19 provide compliant meal periods or pay meal period premiums in lieu thereof,
20 alleged failure to authorize and permit compliant rest periods or pay rest period
21 premiums in lieu thereof, alleged failure to provide accurate and itemized wage
22 statements, alleged failure to properly or timely pay all wages due during
23 employment and at the time of termination, alleged failure to reimburse employees
24 for all business-related expenses, alleged failure to maintain adequate and accurate
25 time and payroll records, alleged failure to pay for accrued time off upon
26 separation, alleged failure to provide written notice under Labor Code section
27 2810.5, alleged failure to pay for all hours worked, and all penalties, attorneys'
28 fees, costs, and other amounts recoverable under said representative causes of

1 action, to the extent permissible (“Released Claims”), during the PAGA Period.
2 *Settlement*, ¶ 5.2.

3 c. *Release by PAGA Counsel*. Effective on the date Medix fully funds the Gross
4 Settlement Amount, PAGA Counsel and their present and former attorneys,
5 employees, agents, successors, and assigns, will be deemed to release the Released
6 Parties from all claims for fees or expenses incurred in connection with the claims
7 alleged in the operative Complaint and the facts stated in the operative Complaint
8 and PAGA Notices. *Id.* at ¶ 5.3.

9 d. *Released Parties*. “Released Parties” means Defendants, OptumCare Management,
10 LLC, OptumCare Services, Inc., OptumServe, Inc., Optum Services, Inc.,
11 OptumInsight, Inc., Optum360 Services, Inc., OptumRx, Inc., and PATH, and
12 each of their former and present parents, affiliates, owners, donors, directors,
13 officers, shareholders, owners, customers, members, attorneys, insurers,
14 predecessors, successors, assigns, subsidiaries, and affiliates. *Id.* at ¶ 1.27.

15 5. All payments due under the Settlement will be made pursuant to the Settlement and
16 this Order and Judgment.

17 6. The Settlement represents a compromise and settlement of highly disputed claims. *Id.*
18 at ¶ 10.1. Nothing in the Settlement is intended or should be construed as an admission by Defendant
19 that any of the allegations in the operative Complaint have merit or that Defendant has any liability
20 for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that
21 Defendant’s defenses in the Actions have merit. *Id.* The Parties agree that representative treatment is
22 for purposes of the Settlement only. If, for any reason, the Court does not approve the Settlement,
23 Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to
24 contest Defendant’s defenses. *Id.* The Settlement and the Parties’ willingness to settle the Action will
25 have no bearing on, and will not be admissible in connection with, any litigation, except for
26 proceedings to enforce or effectuate the Settlement. *Id.*

1 7. The Court appoints Plaintiffs' counsel of record Arin Norijanian and James H.
2 Demerjian of Arin James, APC; Ashkan Shakouri of Shakouri Law Firm, Inc.; and Kane Moon, Allen
3 Feghali, and Jacquelyne VanEmmerik of Moon Law Group, P.C. as PAGA Counsel.

4 8. The Court appoints Phoenix Class Action Administration Solutions as the
5 Administrator.

6 9. The Court approves of the Notice of PAGA Action Settlement attached to the
7 Settlement as **Exhibit A** to be sent by the Administrator to the Aggrieved Employees along with their
8 respective Individual PAGA Payments.

9 10. The Parties shall bear their own respective attorneys' fees and costs, except as
10 otherwise provided for in the Settlement and approved by the Court. Defendant and the Released
11 Parties shall have no further liability for costs, expenses, interests, attorneys' fees, or any other charge,
12 expense, or liability relating to the Released Claims and shall be released from all claims as set forth in
13 the Settlement and this Order and Judgment.

14 11. Pursuant to California Code of Civil Procedure section 664, this Court shall retain
15 jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Settlement
16 and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
17 Judgment matters as are permitted by law. *Settlement*, ¶ 6.8.

18 12. Plaintiffs shall submit a copy of this Order and Judgment to the LWDA within thirty
19 (30) calendar days of entry.

20 13. This Action is dismissed with prejudice.

21 14. The Court sets a Compliance Hearing re: Distribution on _____, 2025 at
22 _____ a.m./p.m. in Department 76 of the Los Angeles County Superior Court.

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15. PAGA Counsel are ordered to file a final report and declaration by the Administrator regarding settlement distribution no later than five (5) court days before the Compliance Hearing. No appearance will be required at the Compliance Hearing if the Administrator's declaration reports that all the distributions under the Agreement are complete.

IT IS SO ORDERED, and JUDGMENT IS ENTERED ACCORDINGLY.

Dated: 10/09/2025

Honorable Christopher Lui
Judge of the Los Angeles County Superior Court