

AEGIS LAW FIRM, PC

KASHIF HAQUE, State Bar No. 218672

SAMUEL A. WONG, State Bar No. 217104

JESSICA L. CAMPBELL, State Bar No. 280626

9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Telephone: (949) 379-6250

Facsimile: (949) 379-6251

Email: Jcampbell@aegislawfirm.com

Attorneys for Plaintiffs Prabhmeet Randhawa and Alejandra Garcia,
individually, and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

PRABHMEET RANDHAWA,
ALEJANDRA GARCIA , individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

GENETIC FORESIGHT, INC.; and DOES
1 through 20, inclusive,

Defendants.

Case No. 22CV010309

Assigned for All Purposes to:

Hon. Noel Wise

Dept. 21

**PLAINTIFFS' SUPPLEMENTAL BRIEF IN
SUPPORT OF MOTION FOR APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: October 22, 2024

Time: 1:30 pm

Dept: 21

1 **I. INTRODUCTION**

2 Plaintiffs Prabhmeet Randhawa and Alejandra Garcia (“Plaintiffs”) provide this
3 supplemental submission in response to the Court’s Minute Order dated September 9, 2024, which
4 ruled on Plaintiff’s Motion for Approval of Class Action and PAGA Settlement.

5 Concurrently with this submission, Plaintiffs submit the Declaration of Jessica L.
6 Campbell in Support of Motion for Approval of Class Action and PAGA Settlement (“Campbell
7 Decl.”).

8 The revised First Amended Class Action and PAGA Settlement Agreement And Class
9 Notice (“Settlement”) is attached to the Campbell Decl. as **Exhibit 1**, with the Redlined Notice to
10 Class and PAGA Employees included as **Exhibit 2**, and the Redlined Settlement Agreement as
11 **Exhibit 3**.

12 **II. RESPONSE TO COURT ORDER**

13 **As to the Settlement:**

14 **Issue #2 Release of LWDA’S Claims by Plaintiff Under PAGA:**

15 The Court’s ruling states:

16 Under the PAGA, a private plaintiff brings an action as proxy or agent of the LWDA. “An
17 employee plaintiff suing ... under the [PAGA] does so as the proxy or agent of the state’s
18 labor law enforcement agencies.” (Kim v. Reins International California, Inc. (2020) 9
19 Cal.5th 73, 81; ZB, N.A. v. Superior Court of San Diego County (2019) 8 Cal.5th 175,
20 185; Iskanian v. CLS Transp. Los Angeles, LLC (2014) 59 Cal.4th 348, 381; Adolph v.
21 Uber Technologies (2023) 14 Cal.5th 1104, 1116.)

22 Every PAGA action is “a dispute between an employer and the state.” Iskanian v. CLS
23 Transp. Los Angeles, LLC (2014) 59 Cal.4th 348, 386; LaFace v. Ralphs Grocery Co.
24 (2022) 75 Cal.App.5th 388, 397; Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56,
25 74.)

26 The Agreement does not clearly state that the plaintiffs as proxy and agent of the LWDA
27 are releasing the claims of the LWDA. If the intent of the parties is to settle the claims of
28 the LWDA that are asserted under the PAGA, then the settlement agreement must state
expressly that the plaintiffs as proxy and agent of the LWDA are releasing the claims of the
LWDA. This is not adequate. (Para 5.3)

 The scope of the LWDA’s release is limited to the scope of the PAGA notice letter.
(LaCour v. Marshalls of California, LLC (2023) 94 Cal.App.5th 1172, 1192-1196.) The
scope of the release of the LWDA’s claims must be limited to the scope of the PAGA
notice letters. The Agreement suggests that the LWDA is releasing claims defined the by

1 the complaint. That release is overbroad and is not permitted by law. This is not adequate.
2 (Para 5.3)

3 Response to Issue #1 Release of LWDA’S Claims by Plaintiff Under PAGA:

4 The Settlement now states, “Plaintiffs as proxies and agent of the LWDA” release “the
5 claims of the LWDA”. Additionally, the scope of the release is now limited to claims “alleged in
6 the PAGA notice”. (See Campbell Decl., Exhibits 1 and 3 at § 5(5.3).)

7
8 Issue #3 Release of LWDA’s Claims by Aggrieved Employees:

9 The Court’s ruling states:

10 The named plaintiff does not represent the aggrieved employees in the claims under PAGA
11 and therefore cannot release PAGA claims on their behalf. Some settlements suggest that
12 under the terms of the settlement the aggrieved employees are releasing the claims that
13 they might assert as agents of the LWDA under the PAGA. That would be contrary to
14 California law.

15 The harm of a misstatement that the plaintiff represents the aggrieved employees is
16 twofold. First, the court is not inclined to approve agreements that are contrary to law.
17 Second, as noted above, there have been many appellate decisions addressing and re-
18 addressing the law that a PAGA claim is on behalf of the state and is not on behalf of the
19 employees. The court is not inclined to perpetuate any confusion by approving a settlement
20 that inaccurately states that a PAGA plaintiff represents the aggrieved employees.

21 Defendant can assert the settlement as a defense to any future claims for penalties brought
22 by the LWDA or any claims brought on behalf of the LWDA under PAGA. A PAGA
23 settlement on behalf of the LWDA might preclude the LWDA from asserting the same
24 claim for a second time. Any such defense would exist because the LWDA is bound by the
25 terms of the settlement agreement.

26 This is similar to the situation where a District Attorney recovers restitution on behalf of a
27 victim of a crime. (Penal Code 1202.4(f)(3), (i).) The District Attorney does not represent
28 the victim. (People v. Seumanu (2015) 61 Cal.4th 1293, 1344-1345; People v. Eubanks
(1996) 14 Cal.4th 580, 589-590.) A settlement by the District Attorney of the claims of
The People is not a settlement of the potential civil claims of the victims. (Vigilant Ins. Co.
v. Chiu (2009) 175 Cal.App.4th 438, 442-443.) If the victim files a civil case against the
defendant, then the defendant can assert that any victim compensation payment in the
criminal case is an offset in the civil case. (Penal Code 1202.4(j).)

If an “aggrieved employee” in the future files a case under the PAGA asserting claims on
behalf of the LWDA that have been settled in this case, then the settlement in this case
might preclude the LWDA from asserting the same claims in a later case. The legal effect
of the settlement in this case will likely be that neither the LWDA directly and acting
through its attorneys or the LWDA indirectly acting through the PAGA can assert the

1 claims that the LWDA is releasing in the settlement. The court uses the word “might”
2 because the judge in the second case will determine the preclusive effect of the settlement
3 agreement. (In re Fireside Bank Cases (2010) 187 Cal.App.4th 1120, 1131 [“the preclusive
4 effect of a prior judgment is determined by the court in which it is asserted, not the court
5 that rendered it”].)

6 The court notes that although it is legally significant that that a claim under the PAGA is on
7 behalf of the LWDA, that issue has no practical effect in the context of a settlement. If any
8 aggrieved employee were to assert a subsequent claim on behalf of the LWDA then the
9 employer could assert the settlement agreement as a defense to the LWDA’s claims. If the
10 LWDA’s claims have been released, then it is immaterial whether the settlement agreement
11 states (correctly) that LWDA has released its claims or states (incorrectly) that other
12 employees cannot assert claims on behalf of the LWDA.

13 The Agreement states that “Aggrieved Employees” release claims. (Para 5.3) This is
14 inconsistent with the law. The named plaintiff as proxy and agent of the LWDA releases
15 the LWDA’s claims. The “Aggrieved Employees” do not release the LWDA’s claims This
16 is not adequate.

17 Response to Issue #2 Release of Aggrieved Employees:

18 The Settlement now removes the reference to “Aggrieved Employees” releasing claims,
19 instead stating, “Plaintiffs as proxies and agent of the LWDA” release “the claims of the LWDA”.
20 (See Campbell Decl., Exhibits 1 and 3 at § 5(5.3).)

21 Issue #5 Residual Beneficiary:

22 The Court’s ruling states:

23 The agreement at para 4.4.3 states that the residual will go to Capitol Pro Bono. Counsel
24 must provide a declaration with the CCP 382.4 information. The agreement must state that
25 the funds will go to the cy pres beneficiary after the court approves the final accounting.
26 This is not adequate.

27 Response to Issue #5 Residual Beneficiary:

28 Plaintiff’s Counsel declaration confirms neither Plaintiff’s Counsel nor Defendant’s
Counsel has a connection to or a relationship with Capital Pro Bono. (Campbell Decl., ¶ 3.) The
Settlement now states that the funds will go to the cy pres beneficiary after the court approves the
final accounting. (See Campbell Decl., Exhibits 1 and 3 at § 4(4.4.3).)

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: October 15, 2024

AEGIS LAW FIRM, PC

By: /s/ Jessica L. Campbell
Jessica L. Campbell
Attorneys for Plaintiffs Prabhmeet Randhawa and
Alejandra Garcia