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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

ANGELICA GRACE VELASQUEZ,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

BLUE SHIELD OF CALIFORNIA LIFE &
HEALTH INSURANCE COMPANY;
TALENT TECHNICAL SERVICES, INC.;
and DOES 1 through 20, inclusive,

Defendants.

Case No. CGC-22-600992

*Assigned for All Purposes to:
Judge Ethan P. Schulman, Dept. 304*

**PLAINTIFF'S SUPPLEMENTAL BRIEF IN
SUPPORT OF MOTION FOR APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: June 25, 2025
Time: 1:30 p.m.
Dept: 304

I. INTRODUCTION

Plaintiff Angelica Grace Velasquez (“Plaintiff”) provides this Supplemental Brief in response to the Court’s tentative ruling on Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (“Motion”). Concurrently with this Brief, Plaintiff submits the Declaration Of Jessica L. Campbell In Support Of Supplemental Brief In Support Of Plaintiff’s Motion For Preliminary Approval Of Class Action Settlement (“Campbell Decl.”) with the following exhibits:

- Exhibit 1: Amended Class Action and PAGA Settlement Agreement and Class Notice is attached to the Campbell Decl. as **Exhibit 1**, with the Class Notice included as **Exhibit 1A**.
- Exhibit 2: Redlined version of the Settlement, with redlined Class Notice included as **Exhibit 2**.
- Exhibit 3: Confirmation email from LWDA confirming submission of the Amended Class Action and PAGA Settlement Agreement and Class Notice, as well as this Supplemental Brief to the LWDA.

II. RESPONSE TO COURT ORDER

As to the Settlement:

Issue #1 Release by Participating Class Members:

The Court’s ruling states:

1. *First*, the settlement agreement seeks to release “all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts *and legal theories* contained in the Operative Complaint,” including all claims for violations of Business and Professions Code sections 17200 *et seq.* “that could have been premised on the claims, causes of action *or legal theories* of relief pleaded in the operative complaint.” (Campbell Decl. Ex. 1 ¶ 5.3 (emphasis added).) A “release must be tied to the *factual allegations* in the complaint, not the claims or theories of liability asserted.” (*Amaro*, 69 Cal.App.5th at 538 (emphasis in original).) Thus, the language in the release referring to

1 “legal theories” renders the release overbroad. Accordingly, the parties shall omit both
2 references to “legal theories” from the release.

3 Response to Issue #1 Release by Participating Class Members:

4 Section 5.3 has been revised to omit both references to “legal theories”, in order to ensure
5 the release is tied to the factual allegations in the complaint, the release now reads as follows:

6 Release by Participating Class Members. All Participating Class Members, on behalf of
7 themselves and each of their respective agents, successors, heirs, and assigns who do not timely
8 opt out of the Settlement will fully, finally, and forever release the Released Parties from all causes
9 of action and claims that were alleged in the Action or reasonably could have been alleged based
10 on the facts contained in the Operative Complaint, including all of the following claims for relief:
11 (i) Failure to Pay Minimum Wages; (ii) Failure to Pay Overtime Wages; (iii) Failure to Provide
12 Meal Periods; (iv) Failure to Permit Rest Breaks; (v) Failure to Reimburse Business Expenses; (vi)
13 Failure to Provide Accurate Itemized Wage Statements; (vii) Failure to Pay Wages Timely during
14 Employment; (viii) Failure to Pay all Wages Due Upon Separation of Employment; and (ix)
15 Violation of Business and Professions Code sections 17200 *et seq.* that could have been premised
16 on the claims, causes of action or of relief pleaded in the operative complaint. (See Campbell Decl.
17 Ex. 1 and 2 at § 5.3.).

16 Issue #2 Opt-out Validity:

17 The Court’s ruling states:

- 18 2. *Second*, the settlement agreement provides, without limitation, that “[t]he Participating
19 Class Members who cash their Settlement Checks further acknowledge they are releasing
20 any claims they have against Defendant under the Fair Labor Standards Act.” (Campbell
21 Decl. Ex. 1 ¶ 5.3.) Plaintiff’s complaint does not allege any claims under the federal Fair
22 Labor Standards Act, let alone allege facts pertaining to each of the causes of action
23 enumerated therein. (See 29 U.S.C. § 201 *et seq.*) Thus, the release unreasonably extends to
24 claims beyond the scope of the complaint. (See, e.g., *Haralson v. U.S. Aviation Services*
25 *Corp.* (N.D. Cal. 2019) 383 F.Supp.3d 959, 967-968 [“the release of FLSA claims that
26 have never been a part of this [wage and hour class action and PAGA representative]
27
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litigation is overbroad and improper, precluding preliminary approval”].) Accordingly, the parties shall omit this provision from the release.

Response to Issue #2 Opt-out Validity:

Section 5.3. has been revised to omit the FLSA release to ensure the release does not unreasonably extend to claims beyond the scope of the complaint, the release now reads as follows:

Release by Participating Class Members. All Participating Class Members, on behalf of themselves and each of their respective agents, successors, heirs, and assigns who do not timely opt out of the Settlement will fully, finally, and forever release the Released Parties from all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts contained in the Operative Complaint, including all of the following claims for relief: (i) Failure to Pay Minimum Wages; (ii) Failure to Pay Overtime Wages; (iii) Failure to Provide Meal Periods; (iv) Failure to Permit Rest Breaks; (v) Failure to Reimburse Business Expenses; (vi) Failure to Provide Accurate Itemized Wage Statements; (vii) Failure to Pay Wages Timely during Employment; (viii) Failure to Pay all Wages Due Upon Separation of Employment; and (ix) Violation of Business and Professions Code sections 17200 *et seq.* that could have been premised on the claims, causes of action or of relief pleaded in the operative complaint. (See Campbell Decl. Ex. 1 and 2 §5.3.)

Issue #3 “Released Parties” Definition:

The Court’s ruling states:

3. *Third*, the definition of “Released Parties” encompasses claims outside of the factual allegations in the operative complaint. (See Campbell Decl. Ex. 1 ¶ 1.41.) The settlement agreement defines “Released Parties” to include “placement/client employers ***including but not limited to*** AmeriHealth Caritas Health Plan, Bank of the West, BioMarin Pharmaceutical Inc., California Physicians Service d/b/a Blue Shield of California, Cargill Incorporated, Intel Corporation, Mayo Clinic, San Ysidro Health, Sempra Energy, and Sony Interactive Entertainment LLC.” (*Id.* (emphasis added).) The ten client employers

1 listed in the release are identified in Plaintiff’s complaint. (See SAC ¶ 2.) Moreover,
2 Defendant’s Vice President of Finance declares that these entities are bound by service
3 agreements with Defendant in which Defendant “agreed to indemnify the client employer
4 from and against any claim under any employment laws or regulations.” (Opening Brief, 8;
5 see Smedsrud Decl. ¶¶ 3-13.) The release is reasonable as to these entities because they are
6 included in Plaintiff’s factual allegations and Defendant contends it is bound by the
7 indemnity clauses as to all of the claims at issue here. However, the settlement agreement
8 additionally seeks to release unnamed entities that are *not* expressly included in Plaintiff’s
9 allegations. (See Campbell Decl. Ex. 1 ¶ 1.41 [providing that the released client employer
10 definition includes “but is not limited to” the entities listed in the complaint].) This
11 extension renders the release overbroad by encompassing unidentified client employers that
12 are not tied to the factual allegations in the operative complaint. Moreover, Defendant does
13 not represent that any other client employers exist. Nor does Defendant provide evidence
14 regarding the existence of an applicable indemnity agreement. Accordingly, the release
15 impermissibly exceeds the scope of the complaint and is therefore unreasonable. The
16 parties shall amend the release to omit reference to client employers that are not identified
17 in the complaint.

18 Response to Issue #3 “Released Parties” Definition:

19 Section 1.41. has been revised to remove “including but not limited to” the section now
20 reads as follows:

21 “Released Parties” means: Defendant and its former, present, and/or future, direct and/or
22 indirect, officers, directors, members, managers, employees, agents, representatives, attorneys,
23 insurers, partners, investors, shareholders, administrators, placement/client employers
24 AmeriHealth Caritas Health Plan, Bank of the West, BioMarin Pharmaceutical Inc., California
25 Physicians Service d/b/a Blue Shield of California, Cargill Incorporated, Intel Corporation, Mayo
26 Clinic, San Ysidro Health, Sempra Energy, and Sony Interactive Entertainment LLC , parent
27 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.
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(See Campbell Decl. Ex. 1 and 2 § 1.41)

As to the Class Notice:

Issue #4 Page Numbering:

The Court's ruling states:

Page 1:

- The Court should be referred to in the first instance as the Superior Court of California, County of San Francisco.
- Second to last paragraph: Lines two to three should read, "Your legal rights are affected whether you act or do not act."

Response to Issue #4 Page Numbering:

The court is now referred to in the first instance as the Superior Court of California, County of San Francisco. (See Campbell Decl. Ex. 1A and 2 at p.1)

Page 1, Second to last paragraph, Lines two to three have been revised to read as follows: "The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. **Your legal rights are affected whether you act or do not act...**" (See Campbell Decl. Ex. 1A and 2 at p. 1 (second to last paragraph)).

Issue #5 in the Class Notice:

The Court's ruling states:

Page 2:

- Paragraph 2: The first sentence should read "by notifying the Administrator in writing by mail, **fax**, or email." (See *id.* at Ex. 1 ¶¶ 1.43, 7.5.1 [permitting requests for exclusion by fax].)
- A period should be included at the end of the sentence beginning with "Defendant will not retaliate..."

- First row, second column: The last sentence should read, “(Released Claims **as defined in Section 3 below**).”
- Second row, second column: The last sentence should indicate which release applies to a non-participating class member and should therefore read: “Aggrieved Employees must give up their rights to pursue Released Claims (**as defined in Section 3(J) below**).”

Response to Issue #5 in the Class Notice:

In the Class Notice on Page 2, Paragraph 2, the first sentence now includes “fax” and is revised to read as follows:

“Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement (opt-out) by notifying the Administrator in writing by mail, **fax**, or email...” (*See Campbell Decl. Ex. 1A and 2 at p. 2 (Paragraph 2)*).

In the Class Notice on Page 2, Paragraph 2, a period has been included at the end of the sentence beginning with “Defendant will not retaliate...” and is revised to read as follows:

“Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.” (*See Campbell Decl. Ex. 1A and 2 at p. 2 (Paragraph 2)*).

In the Class Notice on Page 2, first row, second column, the last sentence now includes “as designed in Section 3 below”

If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant and the Released Parties that are covered by this Settlement (Released Claims as defined in Section 3 below). (*See Campbell Decl. Ex. 1A and 2 at p. 2 (first row, second column)*).

1 In the Class Notice on Page 2, second row, second column, the last sentence now indicates
2 which release applies to a non-participating class member and is revised to read as follows:

3 You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay
4 Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give
5 up their rights to pursue Released Claims (as defined in section 3(J) below below). (*See* Campbell
6 Decl. Ex. 1A and 2 at p. 2 (second row, second column)).

7
8 **Issue #6 in the Class Notice:**

9 The Court's ruling states:

- 10 ○ Page 4, Section 3(F): The third line should read: "unless you
11 notify the Administrator in writing by mail, **fax**, or email..."
12 (See *id.* at Ex. 1 ¶7.5.1 [permitting requests for exclusion by
13 fax].)

14 **Response to Issue #6 in the Class Notice:**

15 Page 4 Section 3(F) has been revised to include "fax" and now reads as follows:

16 "Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
17 Participating Class Member, participating fully in the Class Settlement, unless you notify the
18 Administrator in writing by mail, **fax**, or email..." (*See* Campbell Decl. Ex. 1A and 2 at p. 4
19 (Section 3(F)).

20 **Issue #7 in the Class Notice:**

21 The Court's ruling states:

- 22 ○ Page 6, last line and Page 7, Section 3(J): The term "Released
23 Parties" is defined in two locations, both of which are missing
24 the initial quotation mark.

25 **Response to Issue #7 in the Class Notice:**

26 In the Class Notice, Page 6, last line and Page 7, Section 3(J) have been revised to include
27 the initial quotations marks and both locations read as follows:

“Released Parties” means: Defendant and its former, present, and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, placement/client employers AmeriHealth Caritas Health Plan, Bank of the West, BioMarin Pharmaceutical Inc., California Physicians Service d/b/a Blue Shield of California, Cargill Incorporated, Intel Corporation, Mayo Clinic, San Ysidro Health, Sempra Energy, and Sony Interactive Entertainment LLC , parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers. (See Campbell Decl. Ex. 1A and 2 at p. 6, last line.).

“Released Parties” means: Defendant and its former, present, and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, placement/client employers AmeriHealth Caritas Health Plan, Bank of the West, BioMarin Pharmaceutical Inc., California Physicians Service d/b/a Blue Shield of California, Cargill Incorporated, Intel Corporation, Mayo Clinic, San Ysidro Health, Sempra Energy, and Sony Interactive Entertainment LLC , parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers. (See Campbell Decl. Ex. 1A and 2 at p. 7, (Section 3(J))).

Issue #8 in the Class Notice:

The Court’s ruling states:

Page 9, Section 6:

- The first sentence should read: “Submit a written and signed letter by mail, **fax**, or email. . .” (See *id.* at Ex. 1 ¶ 7.5.1 [permitting requests for exclusion by fax].)
- The sentence on lines two to three should read: “any writing communicating your request **to** be excluded.”
- The sentence stating that class members “must make the request yourself” should be amended in accordance with the settlement agreement. (See *id.* at Ex. 1 ¶ 7.5 [indicating that a

1 “Request for Exclusion is a letter from a Class Member *or*
2 *his/her representative*” (emphasis added)]..)

3 Response to Issue #8 in the Class Notice:

4 In the Class Notice, Page 9, Section 6, the paragraph has been revised to read as follows:

5 1. Submit a written and signed letter by mail, **fax** or email with your name,
6 present address, telephone number, and a simple statement that you do not want to participate in
7 the Settlement. The Administrator will exclude you based on any writing communicating your
8 request **to** be excluded. Be sure to personally sign your request, identify the Action as Velasquez
9 v. Talent Technical Services, Inc., and include your identifying information (full name, address,
10 telephone number, and approximate dates of employment for verification purposes). You must
11 make the request yourself or have your representative make the request on your behalf. **The**
12 **Administrator must be sent your request to be excluded by _____, or it will be**
13 **invalid.** Section 9 of the Notice has the Administrator’s contact information. (See Campbell Decl.
14 Ex. 1A and 2 at p. 9, Section 6).

15 Issue #9 in the Class Notice:

16 The Court’s ruling states:

17 Page 9, Section 7:

- 18 ○ First paragraph:
- 19 ○ The erroneous “(i)” should be omitted from after “Expenses and Service
20 Award stating . . .”
- 21 ○ The last sentence of the first paragraph should end with a period rather than
22 a comma.
- 23 ○ The notice should indicate that related documents and the case query may
24 refer to the action by its previous name, *Lisa Medlock v. Blue Shield of*
25 *California*.

- 1 ○ Second paragraph: The bolded sentence should read: “The deadline for sending
2 written objections to the Administrator by mail, **fax**, or email is . . .” (See *id.* at Ex.
3 1 ¶ 7.7.2 [providing that class members may object by fax].)

4 Response to Issue #9 in the Class Notice:

5 The First Paragraph of Page 9, Section 7 has been revised to read as follows:

6 “Only Participating Class Members have the right to object to the Settlement. Before
7 deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court
8 to approve. At least 16 business days before the _____ Final Approval Hearing, Class
9 Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other
10 things, the reasons why the proposed Settlement is fair, and a Motion for Fees, Litigation Expenses
11 and Service Award stating the amount Class Counsel is requesting as a Class Representative
12 Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9
13 of this Notice) will send you copies of these documents at no cost to you. You can also view them
14 on the Administrator’s Website _____ (url) _____ or the Court’s website
15 <https://sfsuperiorcourt.org/online-services>. Click “Case Information”, then under “Civil Case
16 Query” click “Access Now”, and enter the case number CGC-22-600992. The case query may
17 refer to the action by its previous name, *Lisa Medlock v. Blue Shield of*
18 *California*. (See Campbell Decl. Ex. 1A and 2 at p. 9, Section 7 (first paragraph)).

19
20 The Second Paragraph of Page 9, Section 7 has been revised to include “fax” and now reads as
21 follows:

22 “A Participating Class Member who disagrees with any aspect of the Agreement, the
23 Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may
24 wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested
25 by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written**
26 **objections to the Administrator by mail, fax, or email is _____**. Be sure to tell the
27 Administrator what you object to, why you object, and any facts that support your objection. Make
28

1 sure you identify the Action *Velasquez v. Talent Technical Services, Inc.*, and include your name,
2 current address, telephone number, and approximate dates of employment for Defendant and sign
3 the objection. Section 9 of this Notice has the Administrator’s contact information.” (See Campbell
4 Decl. Ex. 1A and 2 at p. 9, Section 7 (second paragraph)).

5 **Issue #10 in the Class Notice:**

6 The Court’s ruling states:

- 7 ○ Page 10, Section 8: The final sentence in the second paragraph should read: “will notify
8 you if **the** Final Approval Hearing is rescheduled.”

9 **Response to Issue #10 in the Class Notice:**

10 The final sentence on Page 10 Section 8, the second paragraph has been revised to include
11 “the” and now read as follows:

12 “It’s possible the Court will reschedule the Final Approval Hearing. You should check the
13 Administrator’s website _____ beforehand or contact Class Counsel
14 to verify the date and time of the Final Approval Hearing. If you submitted a timely written
15 objection, the Settlement Administrator will notify you if the Final Approval Hearing is
16 rescheduled.” (See Campbell Decl. Ex. 1A and 2 at p. 10, Section 8).

17 **Issue #11 in the Class Notice:**

18 The Court’s ruling states:

- 19 ○ Page 11: The link to the Unclaimed Property Fund Website is
20 outdated and must be corrected.

21 **Response to Issue #11 in the Class Notice:**

22 The link to the Unclaimed Property Fund website is now updated to provide a new link:
23 https://www.sco.ca.gov/upd_faq_claiming-property.html (See Campbell Decl. Ex. 1A and 2 at p.
24 11).
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1 Dated: ~~June 17, 2025~~~~June 16, 2025~~June
2 ~~13, 2025~~

AEGIS LAW FIRM, PC

3 By: /s/ Jessica L. Campbell
4 Jessica L. Campbell
5 Attorneys for Plaintiff Angelica Grace Velasquez
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