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Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
Kwanporn "Mai" Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554
lwlee@diversitylaw.com
mgavron@diversitylaw.com
ktulyathan@diversitylaw.com

FILED
October 19, 2023
Clerk of the Court
Superior Court of CA
County of Santa Clara

B. James Fitzpatrick (SBN: 129056)
Laura L. Franklin (SBN: 282642)
FITZPATRICK & SWANSTON
555 South Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
Facsimile: (831) 755-1319
bjfitzpatrick@fandslegal.com
lfranklin@fandslegal.com

21CV386574
By: rwalker

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

NICOLAS SERAFICA, as an individual and
on behalf of all others similarly situated,

Case No.: 21CV386574

Plaintiff,

(Assigned to the Hon. Sunil R. Kulkarni,
Department 1)

vs.

~~[PROPOSED]~~ AMENDED JUDGMENT

HGST, INC., a Delaware corporation; and
DOES 1 through 50, inclusive,

Date: October 19, 2023

Time: 2:30 P.M.

Dept.: 1

Defendants.

Complaint Filed: September 9, 2021

FAC Filed: October 14, 2021

Trial Date: None Set

1 Plaintiff Nicolas Serafica (“Plaintiff”), and Defendant HGST, Inc. (“Defendant”)
2 (together, the “Parties”) entered into the Class and PAGA Action Settlement Agreement on
3 August 16, 2022 (“Settlement Agreement”) to settle the above-captioned class and PAGA
4 action subject to the Court’s approval (the “Settlement”). On May 31, 2022, the Court granted
5 final approval of the Settlement (the “Final Approval Order”).

6 The Court, having considered all the papers filed and proceedings herein, having
7 determined that the Settlement is fair, adequate and reasonable, and otherwise being fully
8 informed, **hereby ORDERS as follows:**

9 1. The Court, for purposes of this Order, adopts and incorporates by reference the
10 Settlement Agreement and all defined terms as set forth therein.

11 2. The Court has jurisdiction over the subject matter of the litigation, the Class
12 Representative, the other members of the Settlement Class, and Defendant.

13 3. The Court finds that the dissemination of the Notice Packet, as disseminated by
14 the appointed Settlement Administrator, Phoenix Settlement Administrators, to the Class
15 Members, constituted the best notice practicable under the circumstances to all persons within
16 the definition of the Class, and fully met the requirements of California law and due process
17 under the United States Constitution. None of the Class Members objected to the Settlement or
18 opted out of the Settlement.

19 4. The Court approves the settlement of the above-captioned action, as set forth in
20 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Parties. The Parties
21 are directed to comply with and perform in accordance with the terms set forth in the
22 Settlement Agreement.

23 5. Except as otherwise provided in the Settlement Agreement, the Parties are to
24 bear their own costs and attorneys’ fees.

25 6. The Court hereby certifies the following Class for settlement purposes only:
26 [a]ll current and former non-exempt HGST employees in California who worked at any time
27 during the period September 9, 2017 through August 16, 2022.

28 7. With respect to the Class and for purposes of approving the settlement only and

1 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
2 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
3 questions of law or fact common to the Class, and there is a well-defined community of
4 interest among members of the Class with respect to the subject matter of the non-exempt
5 claims in the Litigation; (c) the claims of Class Representative is typical of the claims of the
6 members of the Class; (d) the Class Representative has fairly and adequately protected the
7 interests of the members of the Class; (e) a class action is superior to other available methods
8 for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
9 Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in his
10 individual and representative capacity and for the Class.

11 8. Within thirty (30) business days following the Effective Date of this Order, as
12 defined by the Settlement Agreement, Defendant shall remit to a Qualified Settlement Fund
13 established by the Settlement Administrator the Gross Settlement Amount of One Million One
14 Hundred Forty-Five Thousand Dollars (\$1,145,000.00), pursuant to the terms of the
15 Settlement Agreement.

16 9. From the Gross Settlement Amount, the Settlement Administrator shall pay:

17 (a) to Class Counsel attorneys' fees in the amount of Three Hundred Eighty-
18 One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$381,666.67) and
19 reimbursement of costs in the amount of Eight Thousand Two Hundred and Twenty-One
20 Dollars and Twelve Cents (\$8,221.12);

21 (b) the sum of Thirty Thousand Dollars (\$30,000.00) to the California Labor
22 and Workforce Development Agency for its seventy-five percent (75%) share of PAGA
23 penalties; and

24 (d) the sum of Twelve Thousand Two Hundred Fifty Dollars (\$12,250.00) to
25 the Settlement Administrator, Phoenix Settlement Administrators, for its fees and costs
26 relating to the settlement administration process.

27 10. The Court finds that these amounts are fair and reasonable. The Settlement
28 Administrator is directed to make such payments in accordance with the terms of the

1 Settlement Agreement.

2 11. The Court approves the Individual Settlement Payment amounts, which shall be
3 distributed by the Settlement Administrator pursuant to the terms of the Settlement Agreement
4 from the Net Settlement Amount, after payment of those amounts set forth in Paragraph 9.

5 12. By operation of the entry of this Order, Plaintiff, all Class Members, and all
6 Aggrieved Employees are permanently barred from prosecuting against Defendant and
7 Released Parties the Released Class Claims and the Precluded PAGA Claims.

8 13. As of the Effective Date, Plaintiff, all Class Members, and all Aggrieved
9 Employees, and their heirs, estates, trustees, executors, administrators, principals,
10 beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through
11 them or acting or purporting to act for them or on their behalf, regardless of whether they
12 received actual notice of the proposed Settlement, have conclusively compromised, settled,
13 discharged, and released the Released Class Claims and the Precluded PAGA Claims against
14 Defendant and the Released Parties, and are bound by the provisions of the Settlement
15 Agreement and this Order.

16 14. The Settlement Agreement and this Order are binding on, and have *res judicata*
17 and preclusive effect in, all pending and future lawsuits or other proceedings that encompass
18 Plaintiff's, Class Members', and Aggrieved Employees' Released Claims and Precluded
19 PAGA Claims and that are maintained by or on behalf of them and/or their heirs, estates,
20 trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns,
21 and successors, and/or anyone claiming through them or acting or purporting or act for them or
22 on their behalf, regardless of whether the Class Member or Aggrieved Employee previously
23 initiated or subsequently initiates individual litigation or other proceedings encompassed by
24 the Class Members' Released Claims and the Aggrieved Employees' Precluded Claims, and
25 even if such Class Member never received actual notice of the Action or this Settlement.

26 15. Except as explicitly provided in the Settlement Agreement, neither the
27 Settlement Agreement nor any exhibit, document, or instrument delivered thereunder, nor any
28 statement, transaction or proceeding in connection with the negotiation, execution, or

1 implementation of the Settlement, nor any proceedings taken pursuant thereto, shall be
2 admissible in this or any other proceeding for any purpose, including as evidence, a
3 presumption, concession, or an admission. Without limitation of the foregoing, nothing
4 contained in the Settlement nor any exhibit, document, or instrument delivered thereunder, nor
5 any statement, transaction, or proceeding in connection with the negotiation, execution or
6 implementation of the Settlement, nor any proceedings taken pursuant thereto, shall be given
7 any form of res judicata, collateral estoppel, or judicial estoppel effect against Defendant or
8 Released Parties in any administrative or judicial forum or proceeding.

9 16. Pursuant to California Rules of Court, rule 3.769(h), the Court hereby enters
10 Judgment in this action; provided, however, that without affecting the finality of the
11 Settlement or Judgment entered herein, this Court shall retain exclusive and continuing
12 jurisdiction over the action and the Parties, including all Settlement Class Members, for
13 purposes of enforcing and interpreting this Order and the Settlement.

14 17. **Pursuant to Code of Civil Procedure § 384 and the declaration of Kevin**
15 **Lee filed on October 5, 2023, to date there are a total of 150 uncashed individual**
16 **settlement payment checks totaling \$26,788.32. Pursuant to the Settlement Agreement,**
17 **funds from the uncashed checks will be distributed to Legal Aid At Work.** The Court
18 hereby orders the Parties to implement the terms of the Settlement Agreement, including
19 remitting the uncashed funds from individual settlement payment checks to Legal Aid At
20 Work.

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22 IT IS SO ORDERED.

23
24 DATED: 10/19/2023

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26 _____
27 HON. SUNIL R. KULKARNI
28 SUPERIOR COURT OF CALIFORNIA

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STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

On October 5, 2023, I served the following document(s) described as: **[PROPOSED] AMENDED JUDGMENT** on the interested parties in this action as follows:

Geoffrey C. Westbrook Brad D. Doucette Seyfarth Shaw LLP 400 Capitol Mall, Suite 2350 Sacramento, California 95814-4428 <i>Attorneys for Defendant HGST, Inc.</i>	Andrew M. Paley Seyfarth Shaw LLP 2029 Century Park East, Suite 3500 Los Angeles, California 90067-3021 <i>Attorneys for Defendant HGST, Inc.</i>
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I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 5, 2023, at Los Angeles, California.


Erika Mejia