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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,

Plaintiff,

vs.

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

Defendants.

Case No.: 21CV386574

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

**DECLARATION OF KEVIN LEE  
REGARDING SETTLEMENT NOTICE  
ADMINISTRATION**

Date: January 12, 2023

Time: 1:30 P.M.

Dept.: 1

Complaint Filed: September 9, 2021

FAC Filed: October 14, 2021

Trial Date: None Set

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**DECLARATION OF KEVIN LEE**

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Nicolas Serafica v. HGST, Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Class and PAGA Action Settlement Agreement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Proposed Class Action Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from September 9, 2017 to August 16, 2022 (“Class Period”) and the number of pay periods that each Aggrieved Employee worked during the time period from August 2, 2020 to August 16, 2022 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payments to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On October 12, 2022, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and workweeks for each Class Member (“Class List”) during the Class Period. The final mailing list contained one thousand five hundred sixty-five (1,565) individuals identified as Class Members.

1           4.       On October 15, 2022, Phoenix conducted a National Change of Address (“NCOA”)  
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this  
3 database provides updated addresses for any individual who has moved in the previous four (4)  
4 years and notified the U.S. Postal Service of their change of address.

5           5.       On October 19, 2022, Phoenix mailed the Notice via U.S. first class mail, in English  
6 and Spanish, to all one thousand five hundred sixty-five (1,565) Class Members on the Class List.  
7 A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

8           6.       On November 8, 2022, Phoenix became aware of thirty-five (35) mismatched names  
9 and addresses on the original Class List received, which resulted in thirty-five (35) misdirected  
10 Notices. On November 10, 2022, Phoenix received a corrected Class List and mailed the thirty-five  
11 (35) affected Class Members a corrected Notice and cover letter. A true and correct copy of the  
12 cover letter mailed to the affected Class Members is attached hereto as **Exhibit B**. The corrected  
13 Notices and cover letters were mailed on November 14, 2022, resulting in an extended response  
14 deadline on December 29, 2022. Phoenix and the parties will inform the Court via supplemental  
15 declaration if any disputes, Requests for Exclusion, or Objections are received by the extended  
16 response deadline.

17           7.       As of the date of this declaration, twenty-seven (27) Notices have been returned to  
18 Phoenix. None were returned with a forwarding address. For the twenty-seven (27) Notices returned  
19 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing  
20 address using TransUnion TLOxp, one of the most comprehensive address databases available for  
21 skip tracing. Of the twenty-seven (27) Notices that were skip traced, twenty-one (21) updated  
22 addresses were obtained and the Notice was promptly re-mailed to those Class Members via first  
23 class mail.

24           8.       As of the date of this declaration, six (6) Notices remain undeliverable since an  
25 updated address could not be obtained via skip trace.

26           9.       As of the date of this declaration, Phoenix has received zero (0) Requests for  
27 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was  
28 December 3, 2022.

1           10.     As of the date of this declaration, Phoenix has received zero (0) Notices of Objection  
2 from Class Members. The deadline for objecting to the Class Settlement was December 3, 2022.

3           11.     As of the date of this declaration, Phoenix has received zero (0) Workweek disputes  
4 from Class Members. The deadline for submitting a dispute was December 3, 2022.

5           12.     There are one thousand five hundred sixty-five (1,565) Class Members who did not  
6 submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class  
7 Members, representing 100% of the Class. Settlement Class Members have worked a collective  
8 total of two hundred thirty thousand fourteen (230,014) Workweeks during the Class Period. Each  
9 Workweek is valued at approximately \$3.01.

10          13.     The Escalator Clause of the Settlement Agreement indicates if the actual Workweeks  
11 worked during the Class Period exceed two hundred forty-five thousand (245,000), that the Gross  
12 Settlement Amount shall be increased pro-rata for each Workweek over such cap. Since the total  
13 Workweeks did not exceed the specified cap, the Escalator Clause was not effectuated.

14          14.     The Net Settlement Amount of \$692,862.21 available to pay Settlement Class  
15 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$381,666.67),  
16 and Class Counsel costs (\$8,221.12), requested Enhancement Payment to Plaintiff Serafica  
17 (\$10,000.00), the PAGA Amount (\$40,000.00), and the requested Settlement Administration Costs  
18 (\$12,250.00) from the Gross Settlement Amount (\$1,145,000.00).

19          15.     Based upon the calculations stipulated in the Settlement, the highest Individual  
20 Settlement Share to be paid is approximately \$786.20, the lowest Individual Settlement Share to be  
21 paid is approximately \$3.01, while the average Individual Settlement Share to be paid is  
22 approximately \$442.72. Settlement Class Members will be issued payment of their Individual  
23 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with  
24 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual  
25 Settlement Payment").

26          16.     Additionally, \$40,000.00 of the Gross Settlement Amount has been allocated toward  
27 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or  
28 \$30,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,

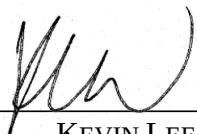
1 or \$10,000.00, of which shall be paid to all current and former hourly non-exempt individuals who  
2 are or were employed by Defendant during the PAGA Period. There are one thousand one hundred  
3 sixty-four (1,164) Aggrieved Employees who worked a total of fifty-one thousand nine hundred  
4 twenty-seven (51,927) pay periods during the PAGA Period. The highest Individual PAGA  
5 Payment to be paid is approximately \$10.59, and the average Individual PAGA Payment to be paid  
6 is approximately \$8.59.

7 17. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in  
8 addition to the Gross Settlement Amount.

9 18. Phoenix's costs associated with the administration of this matter are \$12,250.00.  
10 This includes all costs incurred to date, as well as estimated costs involved in completing the  
11 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as  
12 **Exhibit C.**

13  
14 I declare under penalty of perjury of the laws of the State of California that the foregoing is  
15 true and correct.

16 Executed on December 19, 2022, at Orange, California.

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20 KEVIN LEE  
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## **Exhibit A**

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

***Serafica v. HGST, Inc.***

Santa Clara County Superior Court, Case No. 21CV386574

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.  
PLEASE READ THIS NOTICE CAREFULLY.  
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

**To: All current and former non-exempt HGST employees in California who worked at any time during the period September 9, 2017, through August 16, 2022.**

### **BASIC INFORMATION**

#### **1. What is this settlement about?**

A lawsuit was commenced by Nicolas Serafica (“Plaintiff”) against HGST, Inc. (“Defendant”) on September 9, 2021. The case is currently pending in the Santa Clara County Superior Court, Case No. 21CV386574.

The lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal periods, did not properly pay employees all wages owed for time worked including regular wages, minimum wages and overtime wages, did not provide complete, accurate wage statements, did not timely pay all wages owed at the end of employment, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). The lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution. Defendant denies all alleged violations and denies that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case.

#### **2. Why is this a class action?**

In a class action, one or more people called the Class Representative sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Santa Clara County Superior Court is in charge of this class action.

#### **3. Why is there a settlement?**

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Class and PAGA Action Settlement Agreement (“Agreement” or “Settlement”). On September 12, 2022, the Court granted preliminary approval of the Settlement, appointed Plaintiff Nicolas Serafica as the Class Representative, and appointed his attorneys at Diversity Law Group, P.C. and Fitzpatrick & Swanston as counsel for the Class (“Class Counsel”).

The Class Representative and Class Counsel think the Settlement is best for the Class.

### **WHO IS IN THE SETTLEMENT?**

#### **4. How do I know if I am part of the settlement?**

You are part of the Settlement, and a Class Member, if you were employed by Defendants as an hourly-paid, non-exempt employee in the state of California at any time between September 9, 2017, through August 16, 2022 (the “Class Period”).

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of One Million One Hundred Forty-Five Thousand Dollars (\$1,145,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third of the Gross Settlement Amount or Three Hundred Eighty-One Thousand Six Hundred and Sixty-Six Dollars and Sixt-Seven Cents (\$381,666.67);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000.00);
- C. **Class Representative Enhancement Payment** in an amount not to exceed Ten Thousand Dollars (\$10,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Twelve Thousand Two Hundred and Fifty Dollars (\$12,250.00); and
- E. **PAGA Payment** in the amount of Forty Thousand Dollars (\$40,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$30,000.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$10,000.00) will be distributed to hourly-paid, non-exempt employees who worked for Defendant at any time from August 2, 2020, to August 16, 2022 (“PAGA Period”), for the release of their claims as set forth in the PAGA Release, described below in Section 7.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendant from September 9, 2017, through August 16, 2022 (“Weeks Worked”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your share of the PAGA Payment is calculated on a *pro rata* basis based on the total number of weeks you worked (full or partial) worked by each Aggrieved Employee during the PAGA Period.

Your Individual Settlement Payment will be apportioned as ten percent (10%) wages, ninety percent (90%) interest and penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

**You worked «Weeks» weeks during the Class Period. Your Individual Settlement Payment is «Amount». The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.**

This Amount was determined based on Defendants’ record of your employment between September 9, 2017, through August 16, 2022, and is presumed correct. If you dispute the accuracy of Defendant’s records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by December 3, 2022. All disputes regarding your Weeks Worked will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator’s contact information is listed below:

Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Telephone: (800) 523-5773  
Facsimile: (949) 209-2503  
Email: notice@phoenixclassaction.com

## HOW TO GET A PAYMENT FROM THE SETTLEMENT

### 6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

## **7. What am I giving up if I do not request to be excluded from the Settlement?**

Upon the funding of the Gross Settlement Amount by Defendants and entry of Final Approval Order and Final Judgment by the Court, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the “Released Parties” from the “Released Claims” for the “Class Period.”

The “Released Parties” means Defendant HGST, Inc., and all of Defendant’s present and former parent companies, including, but not limited to, Western Digital Technologies, Inc. and Western Digital Corporation, subsidiaries, affiliates, dbas, and joint ventures, and all of Defendant’s shareholders, officers, directors, employees, agents, vendors, agencies, contractors, servants, registered representatives, attorneys, insurers, personal representatives, executors, successors and assigns, including their respective pension, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans’ respective current and former trustees and administrators, agents, employees, and fiduciaries, and any other person act in by, through, under or in concert with any of them.

The “Released Claims” means any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that were alleged or that reasonably could have been alleged based on the facts alleged in the Action, as amended, that accrued during the Settlement Period, including, but not limited to, any claims for (1) failure to pay wages (Cal. Lab. Code §§ 201-204, 218.5, 510, 558, 1194, 1197, and 1197.1), (2) failure to provide timely, adequate, and compliant meal periods and pay meal period premiums (*id.* §§ 226.7 and 512), (3) failure to provide accurate, complete, and compliant wage statements (*id.* § 226), (4) failure to pay earned wages upon termination and “waiting time” penalties (*id.* § 201, 202, and 203), (5) unfair business practices (Cal. Bus. & Prof. Code § 17200 et seq.) for violations of the aforementioned Labor Code provisions, and (6) civil penalties under Labor Code §§ 226.3 and 2698 et seq. for violations of the aforementioned Labor Code provisions and the California Wage Order. This Agreement is conditioned upon the release of the PAGA claims as set forth in the following section. The Parties stipulate that beyond the Gross Settlement Value, and employer’s share of payroll taxes, Defendant shall not owe any further monies to the Settlement Class or to the State of California based upon any claim made in the Action or in any complaint filed therein. The Parties agree that this Release of Class Claims does not apply to the distinct PAGA claims that are asserted against Defendants Employnet, Inc. and Western Digital Technologies, Inc., and not Defendant HGST, in the case of *Jester Jacob v. Western Digital Technologies, Inc.*, Case No. 22CV394446, pending in the Santa Clara County Superior Court, because the *Jacob* action does not assert any claims or allegations on behalf of or concerning the Class Members and Aggrieved Employees involved in the Action.

All Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the claims articulated in the “PAGA Release” with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

“PAGA Release” means the following release: All rights to PAGA claims with respect to any alleged failure during the PAGA Period to comply with the Labor Code, and covenants not to participate in any actions, lawsuits, proceedings, complaints, or charges in any court or before any administrative body against any Released Party related to any claims that Plaintiff brought or could have brought under the facts he has alleged in this Action that accrued during the PAGA Period (the “Precluded PAGA Claims”). The Parties agree that this Resolution of PAGA Claims does not apply to the distinct PAGA claims asserted against Defendants Employnet, Inc. and Western Digital Technologies, Inc., and not Defendant HGST, in the case of *Jester Jacob v. Western Digital Technologies, Inc.*, Case No. 22CV394446, pending in the Santa Clara County Superior Court, because the *Jacob* action does not assert any claims or allegations on behalf of or concerning the Class Members and Aggrieved Employees involved in the Action.

### **EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS**

If you want to keep the right to sue or continue to sue Released Parties with respect to the Released Claims (other than those which fall within the definition of the PAGA Release), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive your share of payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

## **8. How can I not participate in the Settlement?**

To exclude yourself from the release of Released Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number. Your request for

exclusion must also include a statement that you do not wish to be included in this action similar to the following: “I wish to exclude myself from the class action settlement reached in the matter of *Serafica v. HGST*.”

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by December 3, 2022. You cannot exclude yourself by phone.

Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Telephone: (800) 523-5773  
Facsimile: (949) 209-2503  
Email: notice@phoenixclassaction.com

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You may still receive a portion of the PAGA Payment if you worked during the PAGA Period, because the request for exclusion does not apply to the PAGA Release. You will not be legally bound by the release of Released Claims (except for Released Claims that fall within the definition of the PAGA Release).

If you exclude yourself, you may be able to sue Defendants and/or the Released Parties or continue any suit you have pending against Defendants or the Released Parties, regarding the Released Claims (except for Released Claims that fall within the definition of the PAGA Release).

### **THE LAWYERS REPRESENTING YOU**

#### **9. Do I have a lawyer in this case?**

The Court has approved DIVERSITY LAW GROUP, P.C. and Fitzpatrick & Swanston as Class Counsel. The firm’s contact information is:

#### **DIVERSITY LAW GROUP, P.C.**

Larry W. Lee, Esq.  
Max W. Gavron, Esq.  
515 S. Figueroa Street, Suite 1250  
Los Angeles, California 90071  
Telephone: (213) 488-6555

#### **FITZPATRICK & SWANSTON**

B. James Fitzpatrick, Esq.  
Laura L. Franklin, Esq.  
555 South Main Street  
Salinas, CA 93901  
Telephone: (831) 755-1311

Class Counsel will ask the Court for attorneys’ fees of up to \$381,666.67 and reimbursement of litigation cost/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

### **OBJECTING TO THE SETTLEMENT**

#### **10. What if I want to object to this settlement?**

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you should mail your written objection to the Settlement Administrator no later than December 3, 2022. Your objection must include your full name, the specific reasons for your objection, and evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider. You may also come to the Final Approval Hearing on January 12, 2023, at 1:30 p.m. and make an objection at that time, regardless of whether you submitted a written objection. Instructions on how to do so are in Section 12, below.

#### **11. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

### 12. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend. The Court will hold the Final Approval Hearing at 1:30 p.m. on January 12, 2023, in Department 1 of the Santa Clara County Superior Court located at 191 North First Street, San Jose, California 95113.

Hearings before the judge overseeing this case will be conducted remotely. (As of August 15, 2022, the Court's remote platform is Microsoft Teams.) Class members who wish to appear should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at [https://www.sccourt.org/general\\_info/ra\\_teams/video\\_hearings\\_teams.shtml](https://www.sccourt.org/general_info/ra_teams/video_hearings_teams.shtml) and should be reviewed in advance. Class members may appear remotely using the Microsoft Teams link for Department 1 (Afternoon Session) or by calling the toll-free conference call number for Department 1.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

### 13. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. Hearings before the judge overseeing this case are being conducted in person. However, remote appearances are still permitted, and are offered with the assistance of a third-party service provider, CourtCall. If that remains the case at the time of the Final Approval Hearing, Class Members who wish to appear at the Final Approval Hearing should contact class counsel to arrange a remote appearance through CourtCall, at least three days before the hearing if possible. Any CourtCall fees for an appearance by an objecting class member shall be paid by class counsel.

## IF YOU DO NOTHING

### 14. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims. You will not be able to participate in any other lawsuit against Defendants or Released Parties about the Released Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be paid to Legal Aid at Work, a non-profit legal entity, to further the objectives of the underlying class action, or promote the law consistent with the objectives of the underlying class action.

## GETTING MORE INFORMATION

### 15. How do I get more information?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed Settlement Agreement which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Santa Clara County Superior Court, located at 191 N. First Street, San Jose, CA 95113, and may also be reviewed online at [www.sccourt.org](http://www.sccourt.org).

## WHAT IF MY INFORMATION CHANGES?

### 16. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE**

# **AVISO DE LA PROPUESTA DE ACUERDO DE DEMANDA COLECTIVA**

***Serafica contra HGST, Inc.***

Tribunal Superior del Condado de Santa Clara, caso n° 21CV386574

**ESTE ES UN AVISO AUTORIZADO POR EL TRIBUNAL. NO ES UNA SOLICITUD.  
LEA ATENTAMENTE ESTE AVISO.  
SUS DERECHOS LEGALES SE VEN AFECTADOS TANTO SI ACTÚA COMO SI NO.**

**Para: Todos los empleados actuales y antiguos no exentos de HGST en California que trabajaron en cualquier momento durante el período del 9 de septiembre de 2017 al 16 de agosto de 2022.**

## **INFORMACIÓN BÁSICA**

### **1. ¿De qué trata este acuerdo?**

El 9 de septiembre de 2021, Nicolás Serafica ("demandante") inició una demanda contra HGST, Inc. ("demandado"). El caso está actualmente pendiente en el Tribunal Superior del Condado de Santa Clara, Caso N° 21CV386574.

La demanda alega que los Demandados violaron secciones del Código Laboral de California y del Código de Negocios y Profesiones de California. Específicamente, el demandante alega que el demandado no proporcionó periodos de comida conformes, no pagó adecuadamente a los empleados todos los salarios adeudados por el tiempo trabajado, incluyendo los salarios regulares, los salarios mínimos y los salarios por horas extras, no proporcionó declaraciones de salarios completas y precisas, no pagó oportunamente todos los salarios adeudados al final del empleo y mantuvo prácticas comerciales desleales. El acuerdo también busca recuperar las sanciones de acuerdo con la Ley de Abogados Generales Privados de California ("PAGA"). La demanda alega que el demandado violó el Código Laboral de California y el Código de Negocios y Profesiones de California, lo que da derecho a los miembros del grupo a, *entre otras cosas*, daños y perjuicios, sanciones y restitución. El Demandado niega todas las supuestas violaciones y niega que deba a los Miembros de la Clase ninguna reparación. El Tribunal no se ha pronunciado sobre el fondo del asunto.

### **2. ¿Por qué se trata de una acción colectiva?**

En una demanda colectiva, una o más personas denominadas Representante del Grupo demandan en nombre de personas que parecen tener reclamaciones similares. Todas estas personas se denominan aquí Miembros de la Clase. En una acción de clase un tribunal resuelve los asuntos para todos los Miembros de la Clase en un solo juicio, excepto para aquellos que se excluyan de la Clase. El Tribunal Superior del Condado de Santa Clara está a cargo de esta acción colectiva.

### **3. ¿Por qué hay un acuerdo?**

El Tribunal no ha decidido a favor del demandante ni del demandado. En lugar de ello, ambas partes acordaron un acuerdo que está memorizado en el Acuerdo de Conciliación de la Demanda Colectiva y PAGA ("Acuerdo" o "Acuerdo"). El 12 de septiembre de 2022, el Tribunal concedió la aprobación preliminar del Acuerdo, designó al demandante Nicolás Serafica como representante del grupo y nombró a sus abogados de Diversity Law Group, P.C. y Fitzpatrick & Swanston como abogados del grupo ("Abogados del grupo").

El Representante del Grupo y los Abogados del Grupo creen que el Acuerdo es lo mejor para el Grupo.

## **¿QUIÉN ESTÁ EN EL ACUERDO?**

### **4. ¿Cómo puedo saber si soy parte del acuerdo?**

Usted es parte del Acuerdo, y un Miembro de la Clase, si fue empleado por los Demandados como un empleado pagado por hora y no exento en el estado de California en cualquier momento entre el 9 de septiembre de 2017 y el 16 de agosto de 2022 (el "Período de la Clase").

## LOS BENEFICIOS DE LA LIQUIDACIÓN-LO QUE USTED OBTIENE

### 5. ¿Qué proporciona el acuerdo?

El Acuerdo establece que el Demandado pagará un máximo de un millón ciento cuarenta y cinco mil dólares (\$1,145,000.00) ("Monto bruto del Acuerdo"). Esto incluye todas las costas y los honorarios de los abogados del Grupo.

El "Importe Neto del Acuerdo" es la parte del Importe Bruto del Acuerdo que estará disponible para su distribución entre los Miembros del Grupo que no presenten solicitudes de exclusión oportunas y válidas a cambio de la liberación de sus demandas colectivas. El Importe Neto del Acuerdo es el Importe Bruto del Acuerdo menos las siguientes cantidades (que están sujetas a la aprobación del Tribunal):

- A. **Los honorarios de los abogados a los abogados de la demanda colectiva** no excederán de un tercio del importe bruto del acuerdo o de trescientos ochenta y un mil sesenta y seis dólares con siete centavos (\$381,666.67);
- B. **Los costos/gastos del litigio para los abogados del grupo** no deben exceder los treinta mil dólares (\$30,000.00);
- C. **Pago de mejora para el representante del grupo** en una cantidad que no supere los diez mil dólares (\$10,000.00);
- D. **Costes de administración del acuerdo** que actualmente se estiman en doce mil doscientos cincuenta dólares (\$12,250.00); y
- E. **Pago de PAGA** por la cantidad de Cuarenta Mil Dólares (\$40,000.00) para el arreglo de las demandas que surjan bajo la Ley General de Abogados Privados de 2004 (PAGA). El setenta y cinco por ciento (75%) de esta cantidad, (\$30,000.00) se pagará a la LWDA. El veinticinco por ciento (25%) restante, (\$10,000.00) se distribuirá entre los empleados pagados por hora y no exentos que trabajaron para el Demandado en cualquier momento desde el 2 de agosto de 2020 hasta el 16 de agosto de 2022 ("Período PAGA"), para la liberación de sus reclamos según lo establecido en el Descargo PAGA, descrito a continuación en la Sección 7.

La cantidad que tiene derecho a recibir del acuerdo, su "Pago individual del acuerdo", se determinará de forma *prorrataada*, en función del número de semanas que haya trabajado en California como empleado del Demandado, pagado por hora y no exento, desde el 9 de septiembre de 2017 hasta el 16 de agosto de 2022 ("Semanas trabajadas"). Su Pago Individual del Acuerdo incluye tanto su parte estimada del Monto Neto del Acuerdo como, si es elegible, su parte del Pago PAGA.

Su parte del Pago PAGA se calcula de forma *prorrataada* en función del número total de semanas trabajadas (completas o parciales) por cada Empleado Agraviado durante el Periodo PAGA.

Su Pago Individual de Liquidación será prorrateado como diez por ciento (10%) de salario, noventa por ciento (90%) de intereses y penalidades. La porción salarial del Pago Individual del Acuerdo estará sujeta a la retención de los impuestos de los empleados y se informará en un formulario W-2. Los impuestos sobre la nómina del empleador se pagarán por separado y además del Monto Bruto del Acuerdo. Las porciones de sanciones e intereses del pago del acuerdo de cada miembro de la clase no estarán sujetas a ninguna retención y se informarán en un formulario 1099 del IRS.

**Usted trabajó «Weeks» semanas durante el Período de la Clase. Su pago individual del Acuerdo es de «Amount». El monto del pago puede cambiar dependiendo del número de solicitudes de exclusión oportunas y válidas que se presenten en el Acuerdo, si las hay.**

Esta Cantidad se determinó en base al registro de los Demandados sobre su empleo entre el 9 de septiembre de 2017, hasta el 16 de agosto de 2022, y se presume correcta. Si usted disputa la exactitud de los registros de los Demandados en cuanto al número de semanas trabajadas durante el Período de la Clase, debe ponerse en contacto con el Administrador del Acuerdo y proporcionar cualquier documentación que tenga que apoye dicha disputa antes del 3 de diciembre de 2022. Todas las disputas relativas a sus Semanas Trabajadas serán resueltas y decididas por las Partes o, si las Partes no pueden llegar a un acuerdo, por el Tribunal, después de que usted presente las pruebas al Administrador del Acuerdo. La información de contacto del Administrador del Acuerdo figura a continuación:

Phoenix Settlement Administrators  
Apartado de correos 7208  
Orange, CA 92863  
Teléfono: (800) 523-5773  
Facsimil: (949) 209-2503  
Correo electrónico: [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com)

## CÓMO OBTENER UN PAGO DE LA LIQUIDACIÓN

### 6. ¿Cómo puedo obtener un pago?

No tiene que hacer nada para tener derecho al pago de su parte del Acuerdo.

### 7. ¿A qué renuncio si no solicito ser excluido del Acuerdo?

Una vez que los Demandados financien el Monto Bruto del Acuerdo y el Tribunal dicte la Orden de Aprobación Final y la Sentencia Definitiva, a cambio de la contraprestación establecida por el Acuerdo, los Miembros de la Clase que no presenten una solicitud oportuna de exclusión liberarán a las "Partes Liberadas" de las "Reclamaciones Liberadas" durante el "Período de la Clase".

Las "Partes Exoneradas" significan el Demandado HGST, Inc. y todas las empresas matrices actuales y anteriores de la Demandada, incluidas, entre otras, Western Digital Technologies, Inc. y Western Digital Corporation, subsidiarias, afiliadas, dbas y empresas conjuntas, y todos los accionistas, funcionarios, directores, empleados, agentes, vendedores, agencias, contratistas, servidores, representantes registrados, abogados, aseguradores, representantes personales, albaceas, sucesores y cesionarios del Demandado, incluyendo sus respectivos planes de pensiones, de participación en los beneficios, de ahorro, de salud y otros planes de beneficios para empleados de cualquier naturaleza, los sucesores de dichos planes, y los respectivos fideicomisarios y administradores actuales y anteriores de dichos planes, agentes, empleados y fiduciarios, y cualquier otra persona que actúe por, a través de, bajo o en concierto con cualquiera de ellos.

Las "Reclamaciones Liberadas" significan todas y cada una de las reclamaciones, deudas, responsabilidades, demandas, obligaciones, sanciones, garantías, costos, gastos, honorarios de abogados, daños y perjuicios, acciones o causas de acción de cualquier tipo o naturaleza, ya sean conocidas o desconocidas, contingentes o acumuladas, que fueron alegadas o que razonablemente podrían haber sido alegadas sobre la base de los hechos alegados en la Acción, según la enmienda, que se acumularon durante el Período de la Conciliación, incluyendo, pero sin limitarse a, cualquier reclamación por (1) falta de pago de salarios (Cal. Lab. Code §§ 201-204, 218.5, 510, 558, 1194, 1197 y 1197.1), (2) por no proporcionar periodos de comida oportunos, adecuados y conformes y por no pagar las primas de los periodos de comida (*id.* §§ 226.7 y 512), (3) por no proporcionar declaraciones salariales precisas, completas y conformes (*id.* § 226), (4) por no pagar los salarios devengados tras el despido y las sanciones por "tiempo de espera" (*id.* § 201, 202 y 203), (5) prácticas comerciales desleales (Cal. Bus. & Prof. Code § 17200 et seq.) por violaciones de las disposiciones del Código Laboral mencionadas, y (6) sanciones civiles en virtud de los §§ 226.3 y 2698 et seq. del Código Laboral por violaciones de las disposiciones del Código Laboral mencionadas y de la Orden de Salarios de California. El presente Acuerdo está condicionado a la liberación de las reclamaciones de la PAGA como se establece en la siguiente sección. Las Partes estipulan que más allá del Valor Bruto del Acuerdo, y de la parte del empleador de los impuestos sobre la nómina, el Demandado no deberá ninguna otra suma de dinero a la Clase del Acuerdo o al Estado de California sobre la base de cualquier reclamación hecha en la Acción o en cualquier queja presentada en la misma. Las Partes acuerdan que esta Exención de Reclamaciones de la Clase no se aplica a las distintas reclamaciones PAGA que se hacen valer contra los Demandados Employnet, Inc. y Western Digital Technologies, Inc. y no contra el Demandado HGST, en el caso de *Jester Jacob v. Western Digital Technologies, Inc.*, Caso No. 22CV394446, pendiente en el Tribunal Superior del Condado de Santa Clara, porque la acción de Jacob no hace valer ninguna reclamación o alegación en nombre o en relación con los Miembros de la Clase y los Empleados Agredidos involucrados en la Acción.

Se considerará que todos los Miembros de la Clase han liberado, transigido, comprometido, renunciado y descargado plenamente y para siempre todas y cada una de las reclamaciones articuladas en el "Descargo PAGA" con respecto a todas las Partes Liberadas, independientemente de que un Miembro de la Clase presente una solicitud de exclusión.

"Liberación de PAGA" significa la siguiente liberación: Todos los derechos a las reclamaciones PAGA con respecto a cualquier presunto incumplimiento del Código Laboral durante el Período PAGA, y se compromete a no participar en ninguna acción, demanda, procedimiento, queja o acusación en cualquier tribunal o ante cualquier organismo administrativo contra cualquier Parte Exonerada relacionada con cualquier reclamación que el Demandante haya presentado o pudiera haber presentado en virtud de los hechos que ha alegado en esta Acción y que se acumularon durante el Período PAGA (las "Reclamaciones PAGA Precluidas"). Las Partes acuerdan que esta Resolución de Reclamaciones PAGA no se aplica a las distintas reclamaciones PAGA presentadas contra los Demandados Employnet, Inc. y Western Digital Technologies, Inc. y no contra el Demandado HGST, en el caso de *Jester Jacob v. Western Digital Technologies, Inc.*, Caso No. 22CV394446, pendiente en el Tribunal Superior del Condado de Santa Clara, porque la acción de Jacob no hace valer ninguna reclamación o alegación en nombre o en relación con los Miembros de la Clase y los Empleados Agredidos involucrados en la Acción.

## EXCLUIRSE DE LA LIBERACIÓN DE LAS RECLAMACIONES

Si desea conservar el derecho a demandar o continuar demandando a las Partes Exoneradas con respecto a las Reclamaciones Exoneradas (distintas de las que entran dentro de la definición de la Exoneración PAGA), deberá presentar una solicitud de exclusión de conformidad con los requisitos establecidos en el presente documento. Si se excluye, no recibirá su parte de pago del Importe Neto del Acuerdo. Sin embargo, si tiene derecho a ello, seguirá recibiendo un pago por un importe igual a su parte prorrateada estimada del Pago PAGA porque la Solicitud de Exclusión no se aplica a esta reclamación.

### 8. ¿Cómo puedo no participar en el Acuerdo?

Para excluirse de la divulgación de las Reclamaciones Liberadas debe presentar una solicitud de exclusión por escrito. Debe incluir su nombre, dirección, número de teléfono y los últimos cuatro dígitos de su número de seguridad social. Su solicitud de exclusión también debe incluir una declaración de que no desea ser incluido en esta acción similar a la siguiente "Deseo excluirme del acuerdo de demanda colectiva alcanzado en el asunto *Serafica contra HGST*."

El escrito de exclusión debe enviarse por correo al Administrador del Acuerdo a la dirección indicada a continuación, con matrícula postal antes del 3 de diciembre de 2022. No puede excluirse por teléfono.

Phoenix Settlement Administrators  
Apartado de correos 7208  
Orange, CA 92863  
Teléfono: (800) 523-5773  
Facsímil: (949) 209-2503  
Correo electrónico: [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com)

Si solicita ser excluido, no recibirá el pago de ninguna porción del Monto Neto del Acuerdo y no podrá objetar el Acuerdo. Todavía puede recibir una porción del Pago PAGA si trabajó durante el Período PAGA, porque la solicitud de exclusión no se aplica a la Liberación PAGA. Usted no estará legalmente obligado por la exención de las Reclamaciones Exoneradas (excepto por las Reclamaciones Exoneradas que entren dentro de la definición de la Exoneración PAGA).

Si se excluye, podrá demandar a los Demandados y/o a las Partes Exoneradas o continuar con cualquier demanda que tenga pendiente contra los Demandados o las Partes Exoneradas, en relación con las Reclamaciones Exoneradas (excepto las Reclamaciones Exoneradas que entren en la definición de la Exoneración PAGA).

## LOS ABOGADOS QUE LE REPRESENTAN

### 9. ¿Tengo un abogado en este caso?

El Tribunal ha aprobado a DIVERSITY LAW GROUP, P.C. y a Fitzpatrick & Swanston como Abogados del Grupo. La información de contacto de la firma es:

#### DIVERSITY LAW GROUP, P.C.

Larry W. Lee, Esq.  
Max W. Gavron, Esq.  
515 S. Figueroa Street, Suite 1250  
Los Ángeles, California 90071  
Teléfono: (213) 488-6555

#### FITZPATRICK & SWANSTON

B. James Fitzpatrick, Esq.  
Laura L. Franklin, Esq.  
555 South Main Street  
Salinas, CA 93901  
Teléfono: (831) 755-1311

Los abogados del grupo solicitarán al Tribunal unos honorarios de abogados de hasta \$381,666.67 y el reembolso de los costes/gastos del litigio de hasta \$30,000. Estas cantidades están sujetas a la aprobación del Tribunal y el Tribunal puede conceder menos de estas cantidades.

## OBJETANDO AL ACUERDO

### 10. ¿Qué pasa si quiero oponerme a este acuerdo?

Si usted es un miembro del grupo, puede oponerse al Acuerdo y puede dar las razones por las que cree que el Tribunal no debería aprobarlo. El Tribunal tendrá en cuenta sus opiniones. Para objetar, debe enviar su objeción por escrito al Administrador del Acuerdo a más tardar el 3 de diciembre de 2022. Su objeción debe incluir su nombre completo, las razones específicas de su objeción, y las pruebas y documentos de apoyo (incluyendo, sin limitación, todos los escritos, pruebas y declaraciones) para que el Tribunal los considere. También puede acudir a la Audiencia de Aprobación Definitiva el 12 de enero de 2023, a las 13:30 horas, y presentar una objeción en ese momento, independientemente de que haya presentado una objeción por escrito. Las instrucciones sobre cómo hacerlo se encuentran en la Sección 12, más adelante.

### 11. ¿Cuál es la diferencia entre objetar y excluirse?

Objetar es simplemente decirle al Tribunal que no le gusta algo del Acuerdo. Sólo puede objetar si permanece en el Grupo. Excluirse es decirle al Tribunal que no quiere formar parte del Acuerdo. Si se excluye, no tiene base para objetar porque el caso ya no le afecta.

## LA AUDIENCIA DE EQUIDAD DEL TRIBUNAL

### 12. ¿Cuándo y dónde decidirá el Tribunal si aprueba el acuerdo?

El Tribunal celebrará una audiencia para decidir si concede la aprobación final del Acuerdo ("Audiencia de aprobación final"). Usted puede asistir, pero no está obligado a hacerlo. El Tribunal celebrará la Audiencia de Aprobación Definitiva a la 1:30 p.m. del 12 de enero de 2023, en el Departamento 1 del Tribunal Superior del Condado de Santa Clara, ubicado en 191 North First Street, San José, California 95113.

Las audiencias ante el juez que supervisa este caso se llevarán a cabo a distancia. (A partir del 15 de agosto de 2022, la plataforma remota del Tribunal es Microsoft Teams.) Los miembros del grupo que deseen comparecer deben ponerse en contacto con el abogado del grupo al menos tres días antes de la audiencia, si es posible. Las instrucciones para comparecer a distancia se proporcionan en [https://www.sccscourt.org/general\\_info/ra\\_teams/video\\_hearings\\_teams.shtml](https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml) y deben ser revisadas con antelación. Los miembros del grupo pueden comparecer a distancia utilizando el enlace de Microsoft Teams para el Departamento 1 (Sesión de la tarde) o llamando al número de conferencia telefónica gratuita para el Departamento 1.

En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado, y determinará si concede la aprobación final del Acuerdo. Si hay objeciones, el Tribunal las considerará.

### 13. ¿Tengo que acudir a la audiencia?

No. Si está de acuerdo con el Acuerdo no tiene que acudir al Tribunal para hablar de él. Sin embargo, puede asistir. También puede contratar a su propio abogado a sus expensas para que asista en su nombre. Las audiencias ante el juez que supervisa este caso se están llevando a cabo en persona. Sin embargo, todavía se permiten las comparecencias a distancia, que se ofrecen con la ayuda de un proveedor de servicios externo, CourtCall. Si este sigue siendo el caso en el momento de la Audiencia de Aprobación Definitiva, los miembros del grupo que deseen comparecer en la Audiencia de Aprobación Definitiva deberán ponerse en contacto con el abogado del grupo para organizar una comparecencia a distancia a través de CourtCall, al menos tres días antes de la audiencia, si es posible. Los honorarios de CourtCall por la comparecencia de un miembro del grupo que se oponga serán pagados por el abogado del grupo.

## SI NO HACE NADA

### 14. ¿Qué ocurre si no hago nada?

Si no hace nada, recibirá su parte del Acuerdo, y liberará las Reclamaciones Liberadas. No podrá participar en ningún otro juicio contra los Demandados o las Partes Exoneradas sobre las Reclamaciones Exoneradas, nunca más. Se le enviará por correo su pago individual del acuerdo y seguirá siendo válido y negociable durante 180 días. Si no cobra su cheque de liquidación en el plazo de 180 días, estos fondos se pagarán a Legal Aid at Work, una entidad jurídica sin ánimo de lucro, para promover los objetivos de la demanda colectiva subyacente, o promover la ley de forma coherente con los objetivos de la demanda colectiva subyacente.

## **OBTENER MÁS INFORMACIÓN**

### **15. ¿Cómo puedo obtener más información?**

Lo anterior es un resumen de los términos básicos del acuerdo. Para conocer los términos y condiciones precisos de la conciliación, debe revisar el Acuerdo de Conciliación detallado que está archivado en la Secretaría del Tribunal. Los alegatos y otros expedientes de la demanda pueden ser examinados en cualquier momento durante el horario de atención al público en la Oficina del Secretario del Tribunal Superior del Condado de Santa Clara, situada en 191 N. First Street, San Jose, CA 95113, y también pueden revisarse en línea en [www.scscourt.org](http://www.scscourt.org).

## **¿QUÉ PASA SI MI INFORMACIÓN CAMBIA?**

### **16. ¿Qué pasa si mi información de contacto cambia?**

Es su responsabilidad informar al Administrador del Acuerdo de sus datos actualizados para garantizar la recepción de los pagos del acuerdo o de las comunicaciones relativas a este asunto. Puede cambiar o actualizar su información de contacto poniéndose en contacto con el Administrador del Acuerdo.

**NO DIRIJA NINGUNA PREGUNTA SOBRE EL ACUERDO O EL LITIGIO AL SECRETARIO DEL TRIBUNAL O AL JUEZ**

## **Exhibit B**



CLASS ACTION SETTLEMENT SOLUTIONS  
P.O. Box 7208, Orange, CA 92863 Telephone (800) 523-5773

November 14, 2022  
14 de noviembre de 2022

**Re: *Serafica v. HGST, Inc.***

Santa Clara Superior Court, Case No. 21CV386574

Dear Class Member:

Please carefully review the enclosed Notice in the above-referenced class action settlement. The Notice is being remailed to you since the original Notice you received was incorrectly addressed to another individual.

If you have any questions regarding the enclosed Notice, please call Phoenix Settlement Administrators at (800) 523-5773, or send an email to [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com).

Sincerely,  
Phoenix Settlement Administrators

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Estimado miembro de la clase:

Lea detenidamente el Aviso adjunto en el acuerdo de demanda colectiva mencionado anteriormente. El Aviso se le está reenviando porque el Aviso original que recibió estaba dirigido incorrectamente a otra persona.

Si tiene alguna pregunta sobre el Aviso adjunto, llame a los Administradores del Acuerdo de Phoenix al (800) 523-5773 o envíe un correo electrónico a [Notice@phoenixclassaction.com](mailto:Notice@phoenixclassaction.com).

Muy atentamente,  
Phoenix Settlement Administrators

## **Exhibit C**



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

## CASE ASSUMPTIONS

|                       |             |
|-----------------------|-------------|
| Class Members         | 1565        |
| Opt Out Rate          | 0%          |
| Opt Outs Received     | 0           |
| Total Class Claimants | 1565        |
| Subtotal Admin Only   | \$13,065.90 |

|                    |                    |
|--------------------|--------------------|
| <b>TOTAL COSTS</b> | <b>\$12,250.00</b> |
|--------------------|--------------------|

|           |
|-----------|
| Fixed Fee |
|-----------|

December 19, 2022

Case: Serafica v. HGST

### Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

| Administrative Tasks:        | Rate     | Hours/Units | Line Item Estimate |
|------------------------------|----------|-------------|--------------------|
| Programming Manager          | \$100.00 | 3           | \$300.00           |
| Programming Database & Setup | \$100.00 | 3           | \$300.00           |
| Toll Free Setup*             | \$140.00 | 1           | \$140.00           |
| Call Center & Long Distance  | \$2.00   | 157         | \$313.00           |
| NCOA (USPS)                  | \$0.15   | 1565        | \$234.75           |
| Total                        |          |             | \$1,287.75         |

### Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation

| Project Action                  | Rate     | Hours/Units | Line Item Estimate |
|---------------------------------|----------|-------------|--------------------|
| Notice Packet Formatting        | \$105.00 | 3           | \$315.00           |
| Data Merge & Duplication Scrub  | \$0.15   | 1,565       | \$234.75           |
| Notice Packet & Opt-Out Form    | \$0.95   | 1,565       | \$1,486.75         |
| Estimated Postage (up to 1 oz.) | \$0.60   | 1,565       | \$939.00           |
| Language Translation            | \$0.30   | 3,261       | \$978.30           |
| Total                           |          |             | \$3,953.80         |

### Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

| Project Action:             | Rate    | Hours/Units | Line Item Estimate |
|-----------------------------|---------|-------------|--------------------|
| Case Associate              | \$55.00 | 3           | \$165.00           |
| Skip Tracing Undeliverables | \$1.00  | 35          | \$35.00            |
| Remail Notice Packets       | \$0.95  | 27          | \$25.65            |
| Estimated Postage           | \$0.60  | 27          | \$16.20            |
| Programing Undeliverables   | \$50.00 | 1           | \$50.00            |
| Total                       |         |             | \$291.85           |

### Database Programming / Processing Opt-Outs, Deficiencies or Disputes

| Project Action:                     | Rate     | Hours/Units | Line Item Estimate |
|-------------------------------------|----------|-------------|--------------------|
| Programming Claims Database         | \$100.00 | 3           | \$300.00           |
| Non Opt-Out Processing              | \$200.00 | 1           | \$200.00           |
| Case Associate                      | \$55.00  | 3           | \$165.00           |
| Opt-Outs/Deficiency/Dispute Letters | \$5.00   | 0           | \$0.00             |
| Case Manager                        | \$85.00  | 3           | \$255.00           |
| Total                               |          |             | \$920.00           |

| Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks |          |             |                    |
|--------------------------------------------------------------------------|----------|-------------|--------------------|
| Project Action:                                                          | Rate     | Hours/Units | Line Item Estimate |
| Programming Calculations                                                 | \$100.00 | 3           | \$300.00           |
| Disbursement Review                                                      | \$100.00 | 3           | \$300.00           |
| Programming Manager                                                      | \$95.00  | 2           | \$190.00           |
| QSF Fees, Bank Account & EIN                                             | \$75.00  | 3           | \$225.00           |
| Check Run Setup & Printing                                               | \$100.00 | 3           | \$300.00           |
| Mail Class Checks, W2 and 1099 *                                         | \$1.00   | 1,565       | \$1,565.00         |
| Estimated Postage Checks, W2 and 1099                                    | \$0.50   | 1,565       | \$782.50           |
| Total                                                                    |          |             | \$3,662.50         |

\* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

| Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations |            |             |                    |
|----------------------------------------------------------------------------------------------|------------|-------------|--------------------|
| Project Action:                                                                              | Rate       | Hours/Units | Line Item Estimate |
| Case Supervisor                                                                              | \$100.00   | 3           | \$300.00           |
| Remail Undeliverable Checks<br>(Postage Included)                                            | \$1.50     | 40          | \$60.00            |
| Case Associate                                                                               | \$55.00    | 2           | \$110.00           |
| Reconcile Uncashed Checks                                                                    | \$85.00    | 3           | \$255.00           |
| Conclusion Reports                                                                           | \$115.00   | 2           | \$230.00           |
| Case Manager Conclusion                                                                      | \$85.00    | 2           | \$170.00           |
| Final Reporting & Declarations                                                               | \$115.00   | 1           | \$115.00           |
| Uncashed Check Notice Postcard<br>(Postage Included)                                         | \$1.50     | 40          | \$60.00            |
| Uncashed Check QSF Tax Filing                                                                | \$150.00   | 3           | \$450.00           |
| IRS & QSF Annual Tax Reporting *<br>(State Tax Reporting Included)                           | \$1,200.00 | 1           | \$1,200.00         |
| Total                                                                                        |            |             | \$2,950.00         |

\* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

**Total: \$13,065.90**