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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

MARK WARD, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

SEAGATE US LLC, a Delaware limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 20CV368917

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 9, 2021
Time: 1:30 P.M.
Dept.: 1

Complaint Filed: August 9, 2019
Trial Date: Not Set

1 Plaintiff Mark Ward (“Plaintiff”) and Defendant Seagate US, LLC (“Defendant”)
2 (collectively, the “Settling Parties”) have entered into the Joint Stipulation of Class Action and
3 PAGA Settlement and Release (“Stipulation” or “Settlement Agreement”) to settle the above-
4 captioned class action subject to the Court’s approval (the “Settlement”).

5 This matter is now before the Court on Plaintiff’s Motion for Final Approval of Class
6 Action Settlement. The Court has read, heard, and considered all the pleadings and documents
7 submitted, and the presentations made in connection with the Motion which came on for hearing
8 on September 9, 2021.

9 **I. BACKGROUND**

10 On August 5, 2020, Plaintiff initiated this action in the Santa Clara Superior Court,
11 alleging the following class and PAGA claims: (1) violation of Labor Code § 226(a), (2)
12 violation of Labor Code §§ 201-203, and (3) violation of the PAGA, Labor Code § 2698, *et seq.*

13 **A. Class Members**

14 The “Settlement Class” or “Class Members” is comprised of two classes—the Wage
15 Statement Class and the Sick Pay Class. The Wage Statement Class is defined as “all current
16 and former non-exempt employees employed by Defendant in California who were paid Shift
17 Premium wages and/or Shift OT wages between April 6, 2019 and August 7, 2020.” The Sick
18 Pay Class is defined as “all non-exempt employees employed by Defendant in California who
19 received Shift Premium and sick pay in the same workweek, and whose employment ended
20 (either voluntarily or involuntarily) at any time from April 6, 2017 through August 7, 2020.”

21 **B. Operation of the Settlement.**

22 Pursuant to the Preliminary Approval Order, this Court conditionally certified the
23 Settlement Class and granted preliminary approval of the Settlement. The Preliminary Approval
24 Order also approved of the proposed form of class notice and notice plan. The Court entered the
25 Preliminary Approval Order after review and consideration of the pleadings filed in connection
26 herewith, and the oral presentations made by counsel at the hearing.

27 In compliance with the Preliminary Approval Order, the Notice of Pendency of Class
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1 Action Settlement and Final Hearing (“Class Notice”) was sent to all Class Members via first
2 class mail. The notice dissemination process was timely completed.

3 This Court finds that the Settlement appears to be the product of serious, informed, non-
4 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
5 treatment to any individuals. The Court finds that the Settlement was entered into in good faith
6 pursuant to California Code of Civil Procedure § 877.6. The Court further finds that the
7 Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards for final
8 approval of a class action settlement under California law. Under the provisions of California
9 Code of Civil Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by
10 the California state court in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821, the trial court
11 has discretion to certify a class where:

12 [Q]uestions of law or fact common to the members of the class
13 predominate over any questions affecting only individual members,
14 and that a class action is superior to the available methods for the
15 fair and efficient adjudication of the controversy ... Fed. R. Civ.
Proc. 23.

16 Certification of a settlement class is the appropriate judicial device under these circumstances.

17 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
18 FOLLOWS:

19 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
20 Settlement Agreement filed in this case.

21 2. The Court has jurisdiction over the subject matter of the litigation, the Class
22 Representative, the other Settlement Class Members, and Defendant.

23 3. The Court finds that the dissemination of the Class Notice disseminated to the
24 Class Members, constituted the best notice practicable under the circumstances to all Persons
25 within the definition of the Class, and fully met the requirements of California law and due
26 process under the United States Constitution. No objections were received by the Parties or the
27 Court through the date of this Order. The Court finds that no Class Member submitted a request
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1 for exclusion from the Settlement as determined by the Settlement Administrator.

2 4. The Court approves the settlement of the above-captioned action, as set forth in
3 the Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The
4 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
5 Agreement.

6 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties
7 are to bear their own costs and attorneys' fees.

8 6. The Court hereby certifies the following Settlement Class for settlement purposes
9 only: (1) all current and former non-exempt employees employed by Defendant in California
10 who were paid Shift Premium wages and/or Shift OT wages between April 6, 2019 and August
11 7, 2020; and (2) all non-exempt employees employed by Defendant in California who received
12 Shift Premium and sick pay in the same workweek, and whose employment ended (either
13 voluntarily or involuntarily) at any time from April 6, 2017 through August 7, 2020.

14 7. With respect to the Settlement Class and for purposes of approving the Settlement
15 only and for no other purpose, this Court finds and concludes that: (a) the members of the
16 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
17 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
18 community of interest among Members of the Settlement Class with respect to the subject matter
19 of the claims in the Litigation; (c) the claims of Class Representative is typical of the claims of
20 the members of the Settlement Class; (d) the Class Representative has fairly and adequately
21 protected the interests of the members of the Settlement Class; (e) a class action is superior to
22 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
23 record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the
24 Plaintiff in his individual and representative capacity and for the Settlement Class.

25 8. Defendant shall fund \$330,000.00 of the total Maximum Settlement Amount
26 pursuant to the terms of the Settlement Agreement.

27 9. The Court approves the individual settlement payment amounts, which shall be
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1 distributed pursuant to the terms of the Settlement Agreement.

2 10. The \$330,000.00 Gross Settlement Amount shall be used to pay (a) Class Counsel
3 attorneys' fees in the amount of \$110,000.00 and reimbursement of costs in the amount of
4 \$8,639.62; (b) a service award to the Class Representative Mark Ward to reimburse him for his
5 unique services in the following amount: \$10,000.00; (c) the sum of \$7,500.00 to be paid to the
6 LWDA for PAGA Penalties; and (d) \$6,000.00 to the administrator Phoenix Settlement
7 Administrators (the "Settlement Administrator") for its fees and costs relating to the settlement
8 administration process. The Court finds that these amounts are fair and reasonable. Defendant is
9 directed to make such payments in accordance with the terms of the Settlement Agreement. The
10 allocation and distribution of these amounts shall be performed by Settlement Administrator.

11 11. As of the date of this Order, all Settlement Class Members are hereby deemed to
12 have waived and released all Class Members' Released Claims and are forever barred and
13 enjoined from prosecuting the Class Members' Released Claims against the Released Parties as
14 fully set forth in the Settlement. The Settlement is not an admission of liability or wrongdoing
15 by Defendant, nor is this Order a finding of the validity of any claims in the Action or of any
16 fault, omission or wrongdoing by Defendant.

17 12. The Court hereby enters final judgment in this case in accordance with the terms
18 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
19 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
20 over the action and the Parties, including all Settlement Class Members, for purposes of
21 enforcing and interpreting this Order and the Settlement.

22 IT IS SO ORDERED AND ADJUDGED.

23 DATED: _____

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