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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

**DECLARATION OF MARK WARD IN
SUPPORT OF 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

**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 8/17/2021 5:10 PM
Reviewed By: R. Walker
Case #20CV368917
Envelope: 7082299**

DECLARATION OF MARK WARD

I, Mark Ward, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the named Plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. I worked for Defendant Seagate US LLC ("Defendant") as an engineer from in or about January 2015, until on or about May 18, 2020. Throughout my employment with Defendant, I was an hourly, non-exempt employee.

3. During my employment with Defendant, I was routinely paid Shift OT and Shift Premium wages. However, the corresponding wage statements issued to me failed to identify the hourly rates of pay and number of hours worked for said Shift OT and Shift Premium wages.

4. During my employment with Defendant, I was underpaid sick pay wages. Whenever I was paid sick pay and non-discretionary incentives, like Shift Premium wages, in the same workweek, Defendant only paid sick pay to me at the base rate of pay, without factoring in said non-discretionary wages into the calculation of the regular rate of pay.

5. During the pendency of this lawsuit, I was required to provide assistance to my attorneys, including meeting with them and providing them with documents and information. I have spent a significant amount of time meeting and/or conferring with my attorneys in connection with the assistance/prosecution of the class claims. I estimate that I spent approximately 20 hours in connection with the assistance/prosecution of the class claims in this lawsuit. This includes engaging in numerous telephonic discussions with my counsel regarding the case, search for and provide various documents relating to my claims, reviewing various files and pleadings in this case, including my PAGA letter, the complaint, and the settlement agreement in this case. Throughout this case, I have continuously been kept apprised of the status of this case.

6. I understand that this action was brought on behalf of other similarly situated employees, and that I am acting as a representative for the Class. As the Class Representative, I understand that it is my responsibility to act in the best interests of the Class and not my own. I

1 agree that I will not put my own interests ahead of that of the Class. Moreover, I am not aware
2 of any conflicts that exist between my interests and the interests of the Class that would impair or
3 affect my ability to serve as representative for the Class.

4 7. I have and continue to be willing to assist in the investigation of this matter as
5 well as make myself available for deposition, trial, or any further proceedings in this matter as
6 required to represent the interests of the Class. I also understand my duties and responsibilities
7 to the proposed Class and will carry out those duties as necessary.

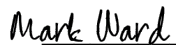
8 8. I have discussed the terms of the Settlement Agreement with my attorneys, and
9 based on the information provided, I believe the Settlement to be fair, adequate, and reasonable
10 for myself and for the entire Class.

11 9. I understand that I could have been liable for Defendant's legal costs had
12 Defendant prevailed. I also understand that this lawsuit was filed in the public court records,
13 which may affect my ability to obtain future employment.

14 10. I also executed a general waiver of any and all claims, known and unknown,
15 including a waiver of Civil Code § 1542, which was not required of other class members.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct.

18 Executed on this ¹³ day of August, 2021, at Santa Cruz, California.

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20 DocuSigned by:

21 28C003B8157D49M Mark Ward
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