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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  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: May 6, 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 4/14/2021 4:29 PM  
Reviewed By: R. Walker  
Case #20CV368917  
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**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 also paid sick pay and non-discretionary incentives, like Shift Premium wages, in the same workweek. However, 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. I understand that this action was brought on behalf of all other employees in the State of California, 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 agree that I will not put my own interests ahead of that of the Class, and that I will not settle out my class claims in this lawsuit separately or independently from the Class. Moreover, I am not aware of any conflicts that exist between my interests and the interests of the Class that would impair or affect my ability to serve as representative for the Class.

6. I have and continue to be willing to assist in the investigation of this matter, including meeting, conferring, discussing the case with my attorneys, providing any necessary information and documents, making myself available for trial or any further proceedings in this matter as required to represent the interests of the Class. I also understand my duties and responsibilities to the proposed Class and will carry out those duties as necessary.

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

Executed on this 12 day of April, 2021, at 17 beulah dr Santa cruz, California.

C003B8157D49B Mark Ward