

Envelope: 8917047

Larry W. Lee (State Bar No. 228175)
Mai Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder, Esq. (State Bar No. 170131)
Polaris Law Group LLP
501 San Benito Street, Suite 200
Hollister, CA 95023
Tel: (831) 531-4214
Fax: (831) 634-0333

Attorneys for Plaintiff, the Class, and Aggrieved Employees

**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]~~ AMENDED JUDGMENT

Date: May 19, 2021

Time: 2:30 P.M.

Dept.: 1

Complaint Filed: August 9, 2019

Trial Date: Not Set

FILED

May 19, 2022

Clerk of The Court
Superior Court of CA
County of Santa Clara
20CV368917

By: rwalker

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 dated May 7, 2021, this Court conditionally
23 certified the Settlement Class and granted preliminary approval of the Settlement. The
24 Preliminary Approval Order also approved of the proposed form of class notice and notice plan.
25 The Court entered the Preliminary Approval Order after review and consideration of the
26 pleadings filed in connection 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
28 Action Settlement and Final Hearing (“Class Notice”) was sent to all Class Members via first

1 class mail. The notice dissemination process was timely completed.

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

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

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

17 On September 9, 2021, the Court issued its Final Approval Order. In compliance with
18 the Final Approval Order, Defendant deposited the total amount of \$330,000.00 into a Qualified
19 Settlement Fund (“QSF”). From the QSF, the Settlement Administrator issued and mailed
20 checks to each valid Settlement Class Member, Class Counsel, Class Representative, Phoenix
21 Settlement Administrators, and the California Labor and Workforce Development Agency. The
22 deadline to cash the individual settlement checks was April 20, 2022. Seven (7) checks totaling
23 \$9,596.99 remain uncashed.

24 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS
25 FOLLOWS:

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

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

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

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

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

13 6. The Court hereby certifies the following Settlement Class for settlement purposes
14 only: (1) all current and former non-exempt employees employed by Defendant in California
15 who were paid Shift Premium wages and/or Shift OT wages between April 6, 2019 and August
16 7, 2020; and (2) all non-exempt employees employed by Defendant in California who received
17 Shift Premium and sick pay in the same workweek, and whose employment ended (either
18 voluntarily or involuntarily) at any time from April 6, 2017 through August 7, 2020.

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

1 Plaintiff in his individual and representative capacity and for the Settlement Class.

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

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

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

15 11. **Pursuant to Code of Civil Procedure § 384 and the declaration of Taylor**
16 **Mitzner filed on May 5, 2022, to date there are a total of seven (7) uncashed individual**
17 **settlement payment checks totaling \$9,596.99. Pursuant to the Settlement Agreement,**
18 **funds from these uncashed checks will be distributed to the *cy pres* beneficiary, Child**
19 **Advocates of Silicon Valley.** The Court hereby orders the Parties to implement the terms of the
20 Settlement Agreement, including distributing the uncashed individual settlement payment checks
21 to Child Advocates of Silicon Valley.

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

28 13. The Court hereby enters final judgment in this case in accordance with the terms

1 of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of
2 the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction
3 over the action and the Parties, including all Settlement Class Members, for purposes of
4 enforcing and interpreting this Order and the Settlement.

5 IT IS SO ORDERED AND ADJUDGED.

6
7 DATED: May 19, 2022



8 HON. SUNIL R. KULKARNI
9 SUPERIOR COURT OF CALIFORNIA
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

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

On May 5, 2022, I served the following document(s) described as: **[PROPOSED] AMENDED JUDGMENT** on the interested parties in this action as follows:

 X BY ELECTRONIC SERVICE: I caused the above-entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.


Erika Mejia