



1 installation, or configuration of computer networks or who were primarily engaged in the backup  
2 and recovery of computer data within the four years preceding the filing of the Complaint. The  
3 Settlement Class (“Class Members”) consists of all of i365’s current and former employees in  
4 California who were classified as exempt holding the job titles of Customer Support  
5 Representative, Customer Service Representative, Senior Customer Support Engineer, Technical  
6 Support Representative, Technical Support Engineer I (Level 1), Technical Support Engineer II  
7 (Level 2), Technical Support Engineer III (Level 3), Senior Technical Support Engineer, Vault  
8 Administrator, Senior Vault Administrator, Vault Operator or Vault Manager (“Covered Job  
9 Titles”) during the time such employees held a covered job title from the period December 3,  
10 2004 through July 21, 2009 (the “Settlement Period”).

11 Plaintiff contends that the Class Members were unlawfully misclassified as exempt, that  
12 the Class Members worked overtime hours during the Settlement Period, and thus are entitled to a  
13 judgment for overtime compensation. Plaintiff also seeks additional relief on a class-wide basis  
14 for related claims. Defendants deny that the Class Members are entitled to overtime  
15 compensation and/or related relief because Defendants contend that the Class Members were all  
16 properly classified as exempt under one or more of the applicable California and/or federal  
17 overtime exemptions. Furthermore, Plaintiff contends that Seagate and i365 are joint employers  
18 and/or alter egos. Defendants deny these allegations.

19 During the seven months following the filing of the Complaint on December 3, 2008, the  
20 Parties conducted significant investigation of the facts and law. Such discovery and  
21 investigations included the exchange of Rule 26 disclosures and informal discovery. Plaintiff and  
22 i365 made numerous requests for documents and information, which they agreed to exchange  
23 informally prior to mediation, on July 21, 2009. i365 produced relevant company policies,  
24 information regarding the reclassification of certain putative class members, organizational  
25 charts, the total number of putative class members and total workweek and average hourly rate  
26 information for the putative class. In addition, Defendants conducted interviews with human  
27 resources managers and managers of the putative class. Furthermore, Plaintiff disclosed  
28 numerous documents, including policies, job descriptions and payroll information, electronic

1 communications and overtime calculations prepared by Plaintiff's counsel. Plaintiff also  
2 prepared a detailed spreadsheet, based on her own documents and recollections, that listed the  
3 potential class members and their various job titles.

4 Following informal discovery, the parties submitted this matter to mediation before Joel  
5 Grossman, Esq., of ADR Services, Inc. At the mediation, the parties accepted a mediator's  
6 proposal, which was memorialized in a Memorandum of Understanding, executed by the parties.  
7 Thereafter, the parties prepared a Stipulation and Settlement Agreement, which was executed by  
8 the parties on September 4, 2009. This Stipulation and Settlement was submitted to the Court  
9 pursuant to the Motion for Preliminary Approval of Class Action Settlement.

10 On October 9, 2009, the Court heard the parties' Motion for Preliminary Approval and  
11 granted the parties' Motion for Preliminary Approval of this settlement, conditionally certified the  
12 class for settlement purposes only, approved the Notice of Pendency of Proposed Settlement,  
13 Proposed Settlement and Hearing Date for Court Approval ("Notice"), the Qualifying Workweek  
14 Statement, the Objection to Qualifying Workweek Statement and the Request for Exclusion  
15 forms, appointed the class representative, designated class counsel, appointed defendants as  
16 settlement administrator, and set timelines for the settlement procedures.

17 Pursuant to the Court's Preliminary Approval Order, the parties designated a settlement  
18 administrator. On November 9, 2009, the Settlement Administrator, sent to the Class Members  
19 the Settlement Class the Notice of this settlement via first class mail. The Notice contained a  
20 Qualifying Workweek Statement, which set forth each respective Class Member's number of  
21 qualifying workweeks and approximate Settlement Payment. The Notice also contained an  
22 Objection to Qualifying Workweek Statement and a Request For Exclusion Form. The Notice  
23 explained the background for this case and contained detailed instructions on how to object to the  
24 Qualifying Workweek Statement or opt out of the Settlement Class. Multiple follow-up mailings  
25 were performed for any returned mail. The notice program was timely completed.

26 In response to the Notice, the Settlement Administrator received six (6) Objections to the  
27 Qualifying Workweek Statements, which have been resolved. Thus, no disputes remain as to the  
28 number of Qualifying Workweeks. Defendants received only one (1) Request for Exclusion from

1 the Settlement Class by William Schneider, Jr., totaling only about 2 % of eligible Class  
2 Members. No Objections to the settlement were filed with the Court and/or served on counsel for  
3 the parties.

4 This matter is now before the Court on Plaintiff's Motion for Final Approval of the Class  
5 Action Settlement including approval of Class Representative Enhancement award, Class  
6 Counsels' Application for an Award of Attorneys' Fees and Costs, Private Attorney General Act  
7 Payment and Settlement Administration Expenses. The Court has read, heard, and considered all  
8 the pleadings and documents submitted, and the presentations made in connection with the  
9 Motion and Application which came on for hearing on January 15, 2010.

10 This Court finds that the proposed settlement was the product of serious, informed, non-  
11 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential  
12 treatment to any individuals. The Court finds that the settlement was entered into in good faith.  
13 The Court further finds that the settlement is fair, reasonable and adequate and that plaintiffs have  
14 satisfied the standards for final approval of a class action settlement under Federal Rule of Civil  
15 Procedure 23. Certification of a settlement class is the appropriate judicial device under these  
16 circumstances.

17 Based on the foregoing, **IT IS HEREBY ORDERED THAT:**

18 1. This Court has jurisdiction over the claims of the Settlement Class  
19 Members asserted in this proceeding and over all parties to the action.

20 2. For the reasons set forth in the Preliminary Approval Order, which is  
21 adopted and incorporated herein by reference, this Court finds that the applicable requirements of  
22 Federal Rule of Civil Procedure 23 have been satisfied with respect to the Settlement Class and  
23 the proposed settlement. The Court hereby makes final its earlier provisional certification of the  
24 plaintiff class, as set forth in the Preliminary Approval Order.

25 3. The notice given to the Class Members fully and accurately informed the  
26 Class Members of all material elements of the proposed Settlement and of their opportunity to  
27 object or comment thereon; was the best notice practicable under the circumstances; was valid,  
28 due and sufficient notice to all Class Members; and complied fully with the Federal Rules of Civil

1 Procedure, the Constitutions of the United States and the State of California, due process and  
2 other applicable law. The summary notices fairly and adequately described the Settlement and  
3 provided Class Members adequate instructions and a variety of means to obtain additional  
4 information. A full opportunity has been afforded to the Settlement Class Members to participate  
5 in this hearing, and all Settlement Class Members and other persons wishing to be heard have  
6 been heard. Accordingly, the Court determines that all Class Members who did not timely and  
7 properly execute a Request for Exclusion are bound by this order and judgment.

8           4. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby grants  
9 final approval to the Settlement and finds it reasonable and adequate, and in the best interests of  
10 the Settlement Class as a whole. Accordingly, the Court hereby directs that the Settlement be  
11 effected in accordance with the Settlement Agreement and the following terms and conditions.

12           5. It is hereby ordered that the Gross Fund Value of Two-Hundred Thousand  
13 dollars (\$200,000) is fair and reasonable. Therefore, this Court orders that the Gross Fund Value  
14 be paid and allocated according to the terms of the Settlement Agreement.

15           6. It is hereby ordered that the Class Representative Enhancement award of  
16 Seven-Thousand Five-Hundred dollars (\$7,500) is fair and reasonable. Therefore, this Court  
17 orders the Class Representative Enhancement of Seven Thousand Five Hundred dollars (\$7,500)  
18 be paid to the class representative, Paula Hibbs-Rines, for the work she provided to the class and  
19 class counsel, according to the terms of the Settlement Agreement.

20           7. It is hereby ordered that the Private Attorney General Act (“PAGA”)  
21 Payment in the amount of Five-Thousand dollars (\$5,000) is fair and reasonable in satisfaction of  
22 all amounts payable under the California Labor Code’s Private Attorney General Act of 2004.  
23 Therefore, this Court orders the PAGA Payment to be paid to the to the Labor Workforce and  
24 Development Agency in the amount of Five-Thousand dollars (\$5,000), according to the terms of  
25 the Settlement Agreement.

26           8. It is hereby ordered that the Settlement Administration Expenses payment  
27 of Five-Thousand Five-Hundred and Eighty-Nine dollars (\$5,589) is fair and reasonable.  
28 Therefore, this Court orders the Settlement Administration Expenses payment of Five-Thousand

1 Five-Hundred Thirty Three dollars (\$5,589) be paid to Rust Consulting, Inc., according to the  
2 terms of the Settlement Agreement.

3           9. With this final approval of the proposed Settlement, it is hereby ordered  
4 that the “Settlement Class Members’ Released Claims,” as defined more fully in the Settlement  
5 Agreement and below, are hereby barred. Settlement Class Members release i365 and Seagate,  
6 their parents, subsidiaries, affiliates, and all of their employees, officers, agents, attorneys,  
7 stockholders, successors and assigns (the “Released Parties”), from any and all claims, known and  
8 unknown, for unpaid wages, penalties, interest and related benefits allegedly owed by i365 from  
9 December 3, 2004 through and including the date on which the Court enters Final Approval of the  
10 Settlement, under California or other state law or federal statute, ordinance, regulation, common  
11 law, or other source of law, whether or not such claims are in the nature of back pay, damages,  
12 interest, penalties, attorneys’ fees or injunctive relief, whether in contract, tort, or pursuant to a  
13 statutory remedy, including, but not limited to: (1) any claims arising under the California Labor  
14 Code, the applicable Wage Orders of the California Industrial Welfare Commission, and the Fair  
15 Labor Standards Act, 29 U.S.C. § 201 et. seq.; (2) any claims for unfair business practices  
16 (including unlawful, deceptive, or unfair business practices prohibited by the California Business  
17 and Professions Code § 17200 et seq.); and (3) any claims that i365 and/or Seagate did not  
18 comply with all federal and state wage-and-hour laws, regulations and ordinances, and/or  
19 common law, including claims that i365 and/or Seagate improperly classified employees as  
20 exempt, failed to provide them with breaks or meal periods, failed to keep records properly, failed  
21 to provide timely or accurate itemized wage statements, or failed to provide timely or accurate  
22 final paychecks (“Settlement Class Members’ Released Claims”).

23           ~~10. For the reasons set forth in the Memorandum of Points and Authorities in~~  
24 ~~Support of Class Counsel’s Application for an Order Awarding Attorneys’ Fees and Class~~  
25 ~~Representative Enhancement and the accompanying declarations and documents, Class Counsel’s~~  
26 ~~attorney fee request for Sixty Six Thousand Six Hundred Sixty Six dollars and Sixty Seven cents~~  
27 ~~(\$66,666.67), one-third of the total value of the Gross Fund Value, is hereby granted pursuant to~~  
28 ~~federal rules, because *inter alia*, Class Counsel’s request falls within the range of reasonableness~~

