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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE ANIMATION WORKERS ANTITRUST
LITIGATION

No. 3:14-CV-4062 LHK

[PROPOSED] FINAL JUDGMENT AND
ORDER GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT WITH
SONY PICTURES IMAGEWORKS
INC., SONY PICTURES ANIMATION
INC., AND BLUE SKY STUDIOS INC.

This Document Relates to:
ALL ACTIONS

1 Settlement Agreements. Except with respect to Sony Pictures and Blue Sky, and all released parties
2 described in the Sony Agreement and Blue Sky Agreement, this Final Judgment does not constitute a
3 release or otherwise affect any rights the Settlement Class has or may have against any other entity.

4 **IV. SETTLEMENT AGREEMENT APPROVAL**

5 4. Federal Rule of Civil Procedure 23(e)(2) requires the Court to determine whether the
6 proposed settlement is “fair, reasonable, and adequate.” The Ninth Circuit has set forth factors which
7 may be considered in evaluating the fairness of a class action settlement:

8 the strength of plaintiffs’ case; the risk, expense, complexity, and
9 likely duration of further litigation; the risk of maintaining class action
10 status throughout the trial; the amount offered in settlement; the extent
11 of discovery completed, and the stage of the proceedings; the
experience and views of counsel; the presence of a governmental
participant; and the reaction of the class members to the proposed
settlement.

12 *Officers for Justice v. Civil Serv. Comm’n of the City and Cty. of San Francisco*, 688 F.2d 615, 625
13 (9th Cir. 1982). The importance of any one of these factors “will depend upon and be dictated by the
14 nature of the claim(s) advanced, the type(s) of relief sought, and the unique facts and circumstances
15 presented by each individual case.” *Id.*

16 5. The Court finds the Settlement Agreements are fair, adequate, and reasonable in light
17 of these factors. The Court further finds that the Settlement Agreements are in the best interests of
18 the Settlement Class, and that notice thereof comports in all respects with the Federal Rules of Civil
19 Procedure and due process. The Court further finds that the Settlement Agreements are the result of
20 arm’s-length negotiations between experienced counsel representing the interests of the Class and the
21 defendants. Accordingly, the Settlements embodied in the Settlement Agreements are hereby
22 approved in all respects and shall be consummated in accordance with their terms and provisions.

23 **V. CLASS CERTIFICATION**

24 6. The Court finally certifies the following class, for purposes of the settlements only:

25 All animation and visual effects employees employed by defendants in
26 the United States who held any of the jobs listed in Ashenfelter Reply
27 Report Appendix C during the following time periods: Pixar (2001-
28 2010), Lucasfilm Ltd., LLC (2001-2010), DreamWorks Animation
SKG, Inc. (2003-2010), The Walt Disney Company (2004-2010), Sony
Pictures Animation, Inc. and Sony Pictures Imageworks, Inc. (2004-
2010), Blue Sky Studios, Inc. (2005-2010) and Two Pic MC LLC f/k/a

1 ImageMovers Digital LLC (2007-2010). Excluded from the Class are
2 senior executives, members of the board of directors, and persons
employed to perform office operation or administrative tasks.

3 7. This certification is for settlement purposes only and shall not constitute, nor be
4 construed as, an admission on the part of Sony Pictures or Blue Sky that this Action, or any other
5 proposed or certified class action, is appropriate for any other purpose, including, without limitation,
6 for trial class treatment.

7 8. This Court finds and concludes that the applicable requirements of Federal Rule of
8 Civil Procedure 23 have been satisfied with respect to the Settlement Class and Settlements, and
9 specifically, that: (a) the number of members of the Settlement Class are so numerous that joinder of
10 all members thereof is impracticable; (b) there are questions of law and fact common to the
11 Settlement Class; (c) named plaintiffs' claims are typical of the claims of the Settlement Class they
12 seek to represent; (d) named plaintiffs and Class Counsel have fairly and adequately represented and
13 protected the interests of the Settlement Class and will continue to do so; and (e) common questions
14 of law and fact predominate over individual questions with respect to the Settlement Class and
15 Settlements.

16 9. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, this Court hereby
17 approves the Settlements set forth in the Settlement Agreements and finds that said Settlements are,
18 in all respects, fair, reasonable and adequate to, and are in the best interests of, the named plaintiffs,
19 the Settlement Class and each of the Settlement Class Members.

20 VI. PLAN OF ALLOCATION

21 10. The Plan of Allocation is fair, reasonable, and adequate. It will provide each
22 Settlement Class member with a fractional share based upon each Settlement Class members' total
23 compensation received during the conspiracy period. In addition, there will be no reversion of funds
24 back to Sony Pictures or Blue Sky. Plaintiffs are directed to cause the Settlement Funds to be
25 distributed in accordance with the Plan of Allocation as soon as practicable after this Final Judgment
26 becomes final.

27 11. Kurtzman Carson Consultants, the Claims Administrator, has incurred \$36,062.92 in
28 costs to date, and estimates that it will incur an additional \$59,432.17 in costs to administer the

1 settlement fund. *See* Declaration of Kenneth Jue on Behalf of Notice Administrator in Support of
2 Final Approval and Compliance with Notice (“Jue Declaration”), ¶ 10. The Court accordingly
3 directs that \$95,495.09 be distributed to KCC from the settlement fund.

4 **VII. NO ADMISSION OF LIABILITY**

5 12. Neither this Final Judgment nor the Settlement Agreements shall be used or construed
6 by any person as an admission of liability by Sony Pictures or Blue Sky to any party or person, or be
7 deemed evidence of any violation of any statute or law or admission of any liability or wrongdoing
8 by Sony Pictures or Blue sky, or be deemed evidence of the truth of any of the claims or allegations
9 contained in the Second Consolidated Amended Class Action Complaint (“SAC”). Neither this Final
10 Judgment nor the Settlement Agreement shall be offered in evidence or used for any other purpose in
11 this or any other matter or proceeding other than as may be necessary to consummate or enforce the
12 Settlement Agreements or the terms of this Final Judgment or by Sony Pictures or Blue Sky in
13 connection with any action asserting Released Claims.

14 **VIII. DISMISSAL OF ACTIONS AND RELEASE**

15 13. Upon the Effective Date, and subject to the provisions of Section X of this Final
16 Judgment, the Plaintiffs’ and Settlement Class’s claims in the SAC are dismissed as against Sony
17 Pictures and Blue Sky with prejudice, with each side to bear its own costs and attorneys’ fees except
18 as provided by the Settlements and this Court’s Orders. Class members who did not file with the
19 Court valid and timely requests for exclusion from the Settlement Agreements are barred from
20 further prosecution of the Released Claims, and the Released Parties are released and forever
21 discharged from liability for the Released Claims. Individuals who filed valid and timely requests for
22 exclusion from the Settlement Agreements are listed in Exhibit C to the Jue Declaration.

23 14. This Court finds, and the parties agree, that the Settling Parties and their respective
24 counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

25 **IX. FINALITY OF JUDGMENT**

26 15. This Court finds that this Final Judgment adjudicates all the claims, rights, and
27 liabilities of the Parties, and is final and shall be immediately appealable.

X. RETENTION OF JURISDICTION

1
2 16. Without affecting the finality of this Final Judgment, the Court retains jurisdiction for
3 the purpose of enforcing the terms of the Settlement Agreements and enabling any party hereto to
4 apply for such further orders and directions as may be necessary or appropriate for the construction
5 or carrying out of this Final Judgment, the modification of any of the provisions hereto to the extent
6 such modification is permitted, and to remedy a violation of any of the provisions contained herein.
7 This Court shall have the authority to specifically enforce the provisions of this Final Judgment.

XI. ENTRY OF FINAL JUDGMENT

8
9 17. This Court finds, pursuant to Federal Rules of Civil Procedure 54(a) and (b), that this
10 Final Judgment should be entered and that there is no just reason for delay in the entry of this Final
11 Judgment. Accordingly, the Clerk is hereby directed to enter Judgment immediately pursuant to
12 Federal Rules of Civil Procedure 54.

13 IT IS SO ORDERED.

14
15 DATED: _____

16
17 _____
HONORABLE LUCY H. KOH
UNITED STATES DISTRICT COURT JUDGE