

JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

YUNG-HUI CHEN, on behalf of herself
and all others similarly situated,
PLAINTIFFS,

vs.

WESTERN DIGITAL
CORPORATION AND WESTERN
DIGITAL TECHNOLOGIES, INC.,
DEFENDANTS.

Case No.: 8:19-cv-00909-JLS-DFM

FINAL JUDGMENT

1 Plaintiff's Motion For Final Approval Of Class Action Settlement and
 2 Plaintiff's Motion For Attorneys' Fees, Reimbursement Of Expenses, And Service
 3 Award were heard telephonically on November 20, 2020 at or about 10:30 a.m. in
 4 the above-entitled Court. On January 6, 2021, the Court issued an order (see "Final
 5 Approval Order," Doc. 90), (1) Granting Plaintiff's Motion For Final Approval Of
 6 Class Action Settlement (Doc. 87) and (2) Granting In Part Plaintiff's Motion For
 7 Award Of Attorneys' Fees, Costs, And Service Payment (Doc. 79). For the reasons
 8 stated in the Final Approval Order,

9 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
 10 FOLLOWS:

11 1. The Court hereby grants final approval of the Agreement and finds and
 12 holds that the class can be certified for settlement purposes and that the proposed
 13 settlement is fair, reasonable, and adequate, for the reasons stated in the Final
 14 Approval Order, (Doc. 90).

15 2. Any term with initial capitalization that is not defined herein shall have
 16 the meaning provided in the Agreement (see Doc. 87-2).

17 3. The Court confirms that it has jurisdiction over this matter and the
 18 parties to it.

19 4. For purposes of this Judgment, the Court confirms its certification of
 20 the Action pursuant to Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of Civil
 21 Procedure, as a class action, composed of the following individuals:

22 A. California Sub-Class. "California Sub-Class" means women directly
 23 employed by Western Digital Technologies, Inc., Western Digital
 24 (Fremont), LLC, and/or Western Digital Media, LLC in California in a
 25 Covered Position at any time from November 1, 2012 through the date of
 26 the Order Granting Preliminary Approval, (excluding those who became
 27 employed by Western Digital Corporation or an affiliated entity as a result
 28

1 of or in connection with an acquisition on or after May 1, 2016), who do
2 not opt out of the monetary relief provisions of the Settlement.

3 B. Nationwide Sub-Class. “Nationwide Sub-Class” means women directly
4 employed by Western Digital Technologies, Inc., Western Digital
5 (Fremont), LLC, and/or Western Digital Media, LLC in a Covered
6 Position as regular employees in the United States at any time from
7 November 1, 2013 through the date of the Order Granting Preliminary
8 Approval, (excluding those who became employed by Western Digital
9 Corporation or an affiliated entity as a result of or in connection with an
10 acquisition on or after May 1, 2016), who do not opt out of the monetary
11 relief provisions of the Settlement, and excluding any member of the
12 California Sub-class.

13 5. For purposes of this Judgment, the Court confirms its certification of
14 an EPA collective action, pursuant to 29 U.S.C. § 216(b), composed of the following
15 individuals:

16 A. Collective Action Plaintiffs. “Collective Action Plaintiffs” means women
17 directly employed by Western Digital Technologies, Inc., Western Digital
18 (Fremont), LLC, and/or Western Digital Media, LLC in a Covered Position
19 in the United States at any time from November 1, 2013 through the date
20 of the Order Granting Preliminary Approval (excluding those who became
21 employed by Western Digital Corporation or an affiliated entity as a result
22 of or in connection with an acquisition on or after May 1, 2016) and who
23 opt into the EPA action and settlement by negotiating an EPA Settlement
24 Check and accepting the release of claims under the EPA. Individuals who
25 are sent Notice of the settlement but do not timely negotiate a check
26 representing EPA Settlement Consideration will be deemed no longer to
27 be Collective Action Plaintiffs.
28

1 6. For purposes of this Judgment, the Court confirms its appointment of
2 its appointment of David Sanford and Felicia Medina as Lead Class Counsel and
3 Class Counsel respectively, and its appointment of Plaintiff Chen as Class
4 Representative.

5 7. The Amended Collective And Class Action Settlement Agreement and
6 the Addendum To Amended Collective And Class Action Settlement Agreement
7 (collectively, Exhibit A to the Declaration of David Sanford In Support Of Plaintiff's
8 Motion For Final Approval Of Class Action Settlement (Doc. 87-2)) shall be
9 incorporated into this Judgment as though all terms therein are set forth in full.
10 Pursuant to that Agreement and, as Ordered by this Court:

11 A. Defendant will pay the Class Settlement Amount of \$7,750,000 in the manner
12 set forth in the Settlement Agreement;

13 B. Defendant will implement the programmatic relief described in §3 of the
14 Agreement.

15 C. Class Counsel will receive attorneys' fees of \$2,382,510 and costs of
16 \$123,499 from the Settlement Fund;

17 D. Settlement administration costs of \$97,324 will be deducted from the
18 Settlement Fund and paid to the Settlement Administrator, Rust Consulting,
19 Inc.

20 E. \$75,000 will be deducted from the Settlement Fund and paid to the California
21 Labor and Workforce Development Agency as the Agency's portion of
22 PAGA penalties;

23 F. Plaintiff will receive a service award of \$18,000 from the Settlement Fund for
24 her contribution to the litigation and her services to the Class;

25 G. The remainder of the Class Settlement Amount will be distributed to the
26 Plaintiff and Settlement Class Members according to the plan of allocation in
27 the Settlement;
28

1 H. The Court confirms its approval of the *cy pres* distribution provided for in the
2 Settlement to Community Legal Aid SoCal and Legal Aid at Work.

3 I. The Plaintiff and Settlement Class Members who did not exclude themselves
4 are bound by the terms of the Agreement, including all releases therein, and
5 their claims are dismissed with prejudice.

6 8. The Court finds that the Notice, and the distribution thereof, satisfied
7 the requirements of due process and Federal Rule of Civil Procedure 23(e), that it
8 was the best practicable under the circumstances, and that it constitutes due and
9 sufficient notice to all persons entitled to the notice of the Agreement. The Court
10 further finds that the Settlement Class Members were given a fair and reasonable
11 opportunity to object to the settlement. Zero (0) Settlement Class Members objected
12 to the settlement. The five (5) Settlement Class Members who made valid and timely
13 requests for exclusion from the Class Action settlement, as well as the one (1) Class
14 Member who made an untimely request for exclusion from the Class Action
15 settlement, are excluded from the Settlement Class and are not bound by this order
16 with respect to Class claims. The two (2) Class Members who also timely excluded
17 themselves from the EPA payment are excluded from the certified EPA Collective
18 and not bound by this Judgment with respect to EPA claims.

19 9. This Judgment is binding on all Settlement Class Members, except
20 those individuals who validly excluded themselves from the Settlement Class and
21 the Agreement.

22 10. This action is dismissed with prejudice as to all other issues and as to
23 all parties and claims.

24 11. Upon the Effective Date, the Releases defined in section 11.1 and 11.3
25 of the Settlement will bind all Class Members who have not requested exclusion
26 from the Class Settlement.

1 12. Upon the Effective Date, the Releases defined in section 11.2 and 11.3
2 of the Settlement will bind all Collective Action Members who negotiate their check
3 for EPA settlement consideration.

4 13. This Judgment does not, and is not intended to constitute, nor shall it
5 be deemed to constitute, an admission by any party as to the merits, validity, or
6 accuracy of any of the allegations, claims, or defenses of any other party in this case.
7 The Court has made no findings and expresses no opinion concerning the merits,
8 validity, or accuracy of any of the allegations, claims, or defenses in this case.

9 14. Plaintiffs, including but not limited to the Class Representative, and all
10 Settlement Class Members, and anyone who purports to act on their behalf, shall not
11 bring, assert, or prosecute any claims, actions, or causes of action that assert any of
12 the released Claims against any of the Released Parties.

13 15. The Parties are to bear their own costs, except as otherwise provided in
14 the Settlement Agreement and this Order.

15 16. The Court retains continuing and exclusive jurisdiction over the parties
16 and all matters relating to this case, including administration, interpretation,
17 construction, effectuation, enforcement, and consummation of the settlement and
18 this Judgment, except insofar as the Settlement delegates matters to the Special
19 Master.

20
21 **It is so ORDERED.**

22
23 DATED: January 13, 2021

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26 HON. JOSEPHINE L. STATON
27 UNITED STATES DISTRICT JUDGE
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