

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON

Tiffany Hill et al. v. Xerox Business Services, LLC, et al., Case No. 2:12-cv-00717-JCC

— NOTICE OF PROPOSED CLASS ACTION SETTLEMENT —

A court authorized this notice. This is not a solicitation from a lawyer. However, your legal rights are affected whether you act or not. Please read this notice carefully.

TO: All persons who worked at Washington State call centers operated by Xerox Business Services, LLC, Livebridge, Inc., Affiliated Computer Services, Inc, Affiliated Computer Services, LLC, and their successors (“Defendants”) under an “Activity Based Compensation” or “ABC” plan that paid “per minute” rates for certain work activities between June 5, 2010, and January 16, 2015, but excluding employees (1) who were hired after September 27, 2012, and who signed arbitration agreements as part of Defendants’ revised 2012 Dispute Resolution Program; and/or (2) who stipulated to arbitration in *Amedee v. Xerox Business Services, LLC, et al.*, Case No. 2:15-cv-8800-BJR (collectively the “Settlement Class”).

- Former call center agents Tiffany Hill and Michelle Anderson (“Plaintiffs”) sued Defendants alleging violations of Washington wage and hour laws (the “Action”). Defendants denied all the allegations in the Action.
- To resolve the Action, and without any party admitting liability, Plaintiffs and Defendants have agreed to a Class Action Settlement that includes a total settlement payment by Defendants of \$9,100,000.
- If you are receiving this notice, Plaintiffs and Defendants have identified you as one of approximately 5,740 employees who fall within the Settlement Class and who are eligible to participate in the settlement. The Settlement Class Members are split into two groups. The first group, represented by Ms. Hill, consists of 4,774 people who did not join a similar federal lawsuit, called *Douglas v. Xerox Bus. Servs.*, Case No. C12-1798-JCC (W.D. Wash. 2012). The second group, represented by Ms. Anderson, consists of approximately 966 people who joined the *Douglas* lawsuit.
- You do not have to do anything to be eligible to receive a share of the settlement payment.
- Listed below is the estimated gross amount of your share of the settlement payment before taxes. The final amount you receive may be different.

Your Estimated Gross Recovery from Settlement:

<<SubClass1_Amt>>

Your Legal Rights and Options in this Settlement

Do Nothing	You will be eligible to get payment for your share of the settlement. (You should provide the Settlement Administrator with updated contact information to ensure you receive your payment.) You will give up rights relating to the legal claims in this Action.
Ask to be Excluded	Get no payment. Remain free to pursue separately the legal claims asserted in this Action, if any, against Defendants.
Object	Write to the Court if you do not like the settlement or any of its terms and explain why. If the settlement is approved, you will still receive payment and give up your rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this Case still has to decide whether to finally approve the settlement. If approved, payments will be made after any appeals are resolved and Defendants fund the settlement. **We expect payments will go out in April 2026.** Please be patient.

BASIC INFORMATION

1. Why did I get this Notice?

Defendants’ records show that you are one of approximately 5,740 employees who fall within the Settlement Class (as defined above). The Court has directed this Notice to be sent to inform you about a proposed settlement of this class action, and about your options, before the Court decides whether to finally approve the Settlement Agreement. If the Court approves it, and after any appeals are resolved, payments will be made to Settlement Class Members who do not request to be excluded from the Settlement Agreement.

2. What is the Action about?

Plaintiff claims Defendants violated Washington State wage and hour laws by: (1) failing to pay minimum wage for all hours worked; (2) failing to pay overtime; (3) willfully withholding wages; and (4) violating RCW Chapters 49.12, 49.46, 49.48, and 49.52. Defendants deny all of the above claims and allegations and have raised extensive defenses. Plaintiff's Third Amended Complaint and other relevant documents are available at www.cptgroupcaseinfo.com/ABCSettlement.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people ("Class Representatives") sue on behalf of other people who they assert have similar claims. The people and the Class Representatives together are called a "Class" or "Class Members." The companies that have been sued are called the Defendants.

4. Why is there a Settlement?

This Action has been litigated for more than 13 years, with Court decisions for and against each side. This settlement allows the parties to avoid the cost, risks, hardships, and delays of further litigation, a trial, and further appeals. The Class Representatives and their attorneys think the settlement is best for everyone in the Settlement Class.

5. How do I know whether I am part of the Settlement?

Plaintiffs and Defendants have identified approximately 5,740 Settlement Class Members who worked for Defendants in Washington call centers under an "ABC" plan that paid "per minute" rates for certain work activities between June 5, 2010, and the final disposition of this action, and are receiving this notice. A United States District Court Judge has preliminarily approved notice to all Settlement Class Members.

THE TERMS OF THE SETTLEMENT AGREEMENT

6. What claims are covered by the Settlement Agreement?

The Settlement Agreement will resolve all the claims (see Section 2 above) that were or could have been brought based on or arising from the facts and circumstances alleged in the Complaints by Settlement Class Members against Defendants as well as any claims for penalties, interest, fees, costs, expenses, and all other forms of relief that were sought in the Complaints.

7. What are the basic terms of the Settlement Agreement?

Subject to Court approval, the essential terms of the Settlement Agreement are as follows:

Defendants will pay a total of \$9,100,000, apportioned as follows:

- **Class Fund:** At least \$5,780,500 will be available for the payment of individual awards (and related employer and employee taxes) to Settlement Class Members who do not timely opt out of this Settlement Agreement.
- **Service Awards:** No more than \$18,000 to the Class Representatives as service awards in recognition of their efforts.
- **Settlement Administration Expenses:** No more than \$34,500 to the Settlement Administrator for the processing of the settlement, including providing this notice to Settlement Class Members, handling the administration process, processing payments for Settlement Class Members, and issuance of tax forms.
- **Attorneys' Fees and Costs Award:** No more than \$3,267,000 to Class Counsel for the attorneys' fees and costs for litigation they have incurred and will incur through final judgment in representing the Settlement Classes.

Distribution of Settlement Fund: Each Settlement Class Member who does not submit a valid and timely request for exclusion will automatically have a settlement payment issued to their last known address. Please inform the Settlement Administrator of any address changes. Your settlement payment will be calculated based on Defendants' time and payroll records, which include your hours worked, production minutes, and amounts of ABC and other pay. The settlement award for each individual Settlement Class Member will be calculated by Plaintiff's expert, who will determine the difference between hours worked and production minutes, calculate a value for that difference, and then offset additional subsidy and non-subsidy amounts to determine individual amounts due. The Court previously granted partial summary judgment to the first group but dismissed the claims of the second group based on their participation in the federal lawsuit, so the resulting calculations of Plaintiff's expert for the second group were reduced to account for the risk that group faced on appeal. In light of these calculations, 90% of the Class Fund will be apportioned to members of the first group, who did not join the federal lawsuit, and 10% of the Class Fund will be apportioned to members of the second group, who did join the federal

lawsuit. Members of the first group whose awards are calculated to be below \$10 will receive \$10, and members of the second group whose awards are calculated to be below \$5 will receive \$5. Checks will be mailed to Settlement Class Members by the Settlement Administrator. If any checks have not been deposited within 180 days after distribution, the funds from those checks may be re-distributed to Settlement Class Members who have deposited their initial checks or donated to designated non-profits.

Tax Treatment of Settlement Awards: One-quarter (25%) of each Participating Settlement Class Member's settlement award will be treated as wages from which withholdings will be made and a W-2 issued and the other three-quarters (75%) will be treated as non-wages in lieu of interest and penalties on which there will be no tax withholding and for which an IRS Form 1099 (marked "Other Income") may be issued to the taxing authorities and the Settlement Class Member by the Settlement Administrator. **Each Settlement Class Member should consult a tax advisor with respect to any concerns regarding the tax treatment of this award.**

Release of Claims: Upon final approval by the Court, the Settlement Class and each Participating Settlement Class Member who has not submitted a valid and timely written request to be excluded from the Settlement Agreement will irrevocably release all claims against Defendants from the beginning of time through the Final Judgment, that were brought or could have been brought based on or arising from the facts and circumstances alleged in the Complaints in this Action.

HOW YOU CAN GET A PAYMENT

8. How can I get a payment?

To get a payment, you don't need to do anything. If you do not submit a written request to be excluded from the Settlement Agreement, you will be a Participating Settlement Class Member and will be entitled to payment.

9. When will I get my payment?

The Court will hold a hearing on January 20, 2026 to decide whether to finally approve the Settlement Agreement. If the Court approves the Settlement Agreement, the parties will then have to wait to see whether there is an appeal. This will take at least 30 days and, if there is an appeal, can take up to a year or more to resolve. **If the Settlement is approved and there is no appeal, we expect payments will go out in April 2026.**

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

Lawyers from the law firms of Breskin Johnson & Townsend PLLC and Terrell Marshall Law Group PLLC represent you and all Settlement Class Members. These lawyers are called "Class Counsel." If you want to be represented by our own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

As indicated above, Class Counsel will seek payment of their attorneys' fees and costs in the combined amount of \$3,267,000, which must be approved by the Court as part of the final approval of this Settlement Agreement. Class Counsel have been working on this case since approximately April 2012 without any compensation.

EXCLUDING YOURSELF FROM THE SETTLEMENT AGREEMENT

12. How do I exclude myself from the Settlement Agreement?

If you want to exclude yourself from the settlement, you must request exclusion in writing by November 26, 2025. Your request must state, "I request that I be excluded from the Settlement Class in the case of *Hill v. Xerox Business Services, LLC, et al.*, Case No. 2:12-cv-00717-JCC." The request must include your name, address, and signature. You must mail a copy of your written request to be excluded to the Settlement Administrator at the following address postmarked no later than November 26, 2025:

Hill v. Xerox Business Services, LLC
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Toll Free Number: 1 (888) 812-1901
Email: ABCSettlement@cptgroup.com
Website: www.cptgroupcaseinfo.com/ABCSettlement

If you exclude yourself from the Settlement Agreement, you will not receive any payment from the Settlement Agreement. You will also not be entitled to object to the Settlement Agreement. If you exclude yourself, you will not be bound by the terms of the Settlement Agreement, including the Release described in Section 7, above and will retain the right at your own expense to pursue any claims you may have against Defendants.

OBJECTING TO THE SETTLEMENT AGREEMENT

13. If I don't like the Settlement Agreement, how do I tell the Court?

If you are a Settlement Class Member, have not excluded yourself from the Settlement Agreement, and do not like it, you can object. You must do so in writing, and you must state the reasons why you think the Court should not approve the Settlement Agreement or particular requests or provisions in the Settlement Agreement. If you object, you must include your name, address, and telephone number, the name of the case (*Hill v. Xerox Business Services, LLC, et al.*, Case No. 2:12-cv-00717-JCC), the reasons you object to the Settlement Agreement, and a signature. You must mail a copy of the objection to the Settlement Administrator at the address above **postmarked no later than November 26, 2025**.

THE COURT'S FAIRNESS HEARING

14. When and where will the Court decide to approve the Settlement Agreement?

The Court will hold a Fairness Hearing at 9:00 a.m. on January 20, 2026, at the United States Courthouse at 700 Stewart Street, Suite 16229 in Seattle, Washington. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to finally approve the settlement, including Class Counsel's request for attorneys' fees and costs, Settlement Administration expenses, and a Class Representative Award for the Plaintiff. We do not know how long that decision will take.

15. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Coughenour may have, but you are welcome to attend at your own expense. If you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary. If you wish to attend the hearing or send your own lawyer, you must notify the Settlement Administrator in advance of the hearing.

GETTING MORE INFORMATION

16. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement Agreement. More details are in the Settlement Agreement. You can review it and other relevant documents by visiting www.cptgroupcaseinfo.com/ABCSettlement. Plaintiffs' motion for an award of attorneys' fees and costs, and awards for the Class Representatives will be available on October 14, 2025, and Plaintiffs' motion for final approval of the Settlement Agreement will be available on January 7, 2025 at www.cptgroupcaseinfo.com/ABCSettlement.