

THE HONORABLE JOHN C. COUGHENOUR

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

TIFFANY HILL, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

XEROX BUSINESS SERVICES, LLC, a Delaware
Limited Liability Company, LIVEBRIDGE, INC.,
an Oregon Corporation, AFFILIATED
COMPUTER SERVICES, INC., a Delaware
Corporation, AFFILIATED COMPUTER
SERVICES, LLC, a Delaware Limited Liability
Company,

Defendants.

NO. 2:12-cv-00717-JCC

~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

The Court has considered the Parties' Settlement Agreement (Dkt. No. 269-1) and Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement (Dkt. No. 268). The definitions and terms set forth in the Settlement Agreement are incorporated by reference.

1. The Court has considered the proposed settlement of the claims asserted by a First Settlement Class and Second Settlement Class defined as follows:

First Settlement Class. All persons who worked at Defendants' Washington call centers 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 any employees (1) who were hired after September 27, 2012, and who signed arbitration agreements as part of Defendants’ revised 2012 Dispute Resolution Program; (2) who previously stipulated to arbitration in *Amedee v. Xerox Business Services, et al.*, Case No. 2:15-cv-8800- BJR; and/or (3) who are Members of the Second Settlement Class.

Second Settlement Class. All persons who have worked at Defendants’ Washington call centers 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, and who previously consented to join the matter of *Douglas v. Xerox Bus. Servs.*, Case No. C12-1798-JCC (W.D. Wash. 2012), but excluding (1) Tysheka Richard; (2) any employees who were hired after September 27, 2012, and who signed arbitration agreements as part of Defendants’ revised 2012 Dispute Resolution Program; and/or (3) any employees who previously stipulated to arbitration in *Amedee v. Xerox Business Services, et al.*, Case No. 2:15-cv-8800- BJR.”

2. The Court initially certified a broad class in this action. Dkt. No. 114; *see also* Dkt. No. 157 (defining the scope of the class). The Court now certifies the First Settlement Class and Second Settlement Class for the same reasons, finds that Tiffany Hill is an adequate representative of the First Settlement Class, finds Michelle Anderson is an adequate representative of the Second Settlement Class, and appoints Class Counsel to represent both Settlement Classes.

3. The Settlement Agreement appears, upon preliminary review, to be fair, reasonable, and adequate, and within the reasonable range of possible final approval. In reaching this conclusion, the Court has considered the extensive litigation history of this case, the factors set forth in Rule 23(e)(2), and the factors outlined by the Ninth Circuit in *In re Bluetooth Headset Products Liability Litig.*, 654 F.3d 935, 946 (9th Cir. 2011).

4. If the Settlement Agreement is not approved by the Court, fails to become effective for any reason, or is reversed, withdrawn, or modified by the Court or any other court with jurisdiction over the Action, the Settlement Agreement will become null and void with no

1 additional action from the Parties and will have no force or effect; all negotiations, statements,
 2 and proceedings related thereto will be without prejudice to the rights of any party, all of
 3 whom will be restored to their respective positions in the Action prior to the settlement; and
 4 this Settlement Agreement, any actions taken or materials exchanged in settlement discussions
 5 or mediation, and any ancillary documents, actions, or filings will not be admissible and will not
 6 be offered into evidence in the Action or any other action for any purpose.

7 5. The Court appoints CPT Group, Inc. as Settlement Administrator.

8 6. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) on
 9 **January 20, 2026**, at the United States District Court for the Western District of Washington,
 10 700 Stewart Street, Suite 16229, Seattle, Washington 98108, at **9 a.m.** for the following
 11 purposes:

12 (a) To determine whether the proposed settlement is fair, reasonable, and
 13 adequate and should be granted final approval by the Court;

14 (b) To determine whether a final judgment should be entered dismissing the
 15 claims of the Settlement Class with prejudice, as required by the
 16 Settlement Agreement;

17 (c) To consider the application of Class Counsel for an award of attorney's
 18 fees, costs, and expenses, and for Class Representative Awards; and

19 (d) To rule upon other such matters as the Court may deem appropriate

20 7. As is provided in paragraph 3(b) of the Settlement Agreement, Defendants shall
 21 provide known Settlement Class Data to the Settlement Administrator within 14 days of this
 22 Order. The Settlement Administrator shall send the approved Class Notice to the Members of
 23 the Settlement Classes in accordance with the notice plan set forth in the Settlement
 24 Agreement. The Court also approves the Class Notice, which is attached to the Settlement
 25 Agreement as Exhibit A. To the extent the Parties or Settlement Administrator determine that
 26 ministerial changes to the Class Notice are necessary before disseminating it to the Settlement
 27 Classes, they may make such changes without further application to the Court.

1 8. The Court finds this manner of giving notice fully satisfies the requirements of
 2 Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable
 3 under the circumstances, including its use of individual notice to all Members of the Settlement
 4 Classes who can be identified with the available data and reasonable effort, and shall constitute
 5 due and sufficient notice to all persons entitled thereto.

6 9. If a class member chooses to exclude themselves from one of the Settlement
 7 Classes, the class member is required to submit a request for exclusion to the Settlement
 8 Administrator stating that they do not want to be a class member. The request for exclusion
 9 must include the name and address of the individual opting out and be postmarked on or
 10 before the deadline for exclusions specified in the Notice, which shall be 90 days after the Class
 11 Notice Deadline. A class member who submits a valid and timely request for exclusion shall be
 12 excluded from the Settlement Class for any and all purposes and shall have no right to object to
 13 the settlement. A Settlement Class Member who does not file a timely and valid request for
 14 exclusion shall be bound by all subsequent proceedings, orders, and judgments in this action
 15 pertaining to the Settlement Class.

16 10. Any Settlement Class Member who desires to object to the fairness of this
 17 settlement must send a written objection to the Settlement Administrator by the deadline for
 18 objections, which shall be 90 days after the Class Notice Deadline. The written objection must
 19 provide the objector's name, address, and telephone number, and the reasons for the
 20 objection. Objectors shall be bound by the terms of this settlement and the orders and
 21 judgments of this Court.

22 11. Any Settlement Class Member who objects to Settlement may appear at the
 23 Final Approval Hearing, including through an attorney hired at the objector's expense.
 24 Objectors or their attorneys intending to appear at the Final Approval Hearing must notify the
 25 Settlement Administrator in advance of the hearing.

26 12. Class Counsel shall file their motion for attorneys' fees and expenses and for
 27 Class Representative Awards no later than 45 days after the Class Notice Deadline.

1 13. Class Counsel shall file a motion for final approval of the settlement and
2 response to any objections no later than 14 days before the Final Approval Hearing.

3 14. Neither this Preliminary Approval Order nor the Settlement Agreement shall be
4 construed or used as an admission or concession by or against Defendants or any of the
5 Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the
6 Released Claims. This Preliminary Approval Order is not a finding of the validity or invalidity of
7 any claims in this lawsuit or a determination of any wrongdoing by Defendants or any of the
8 Released Parties. The preliminary approval of the Settlement Agreement does not constitute
9 any opinion, position, or determination of this Court, one way or the other, as to the merits of
10 the claims and defenses of Plaintiff, the Settlement Class Members, or Defendants.

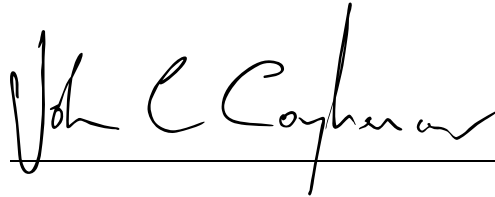
11 15. The Court retains exclusive jurisdiction over this action to consider all further
12 matters arising out of or connected with the Settlement Agreement. All proceedings before the
13 Court are stayed pending final approval of the settlement, except as may be necessary to
14 implement the settlement or comply with the terms of the Settlement Agreement. Pending
15 final determination of whether the settlement should be approved, the Class Representatives,
16 all Members of the Settlement Classes, and any person or entity allegedly acting on behalf of
17 any Member of the Settlement Classes, directly, representatively, or in any other capacity, are
18 preliminarily enjoined from commencing or prosecuting against the Released Parties any action
19 or proceeding in any court or tribunal asserting any of the Released Claims. This injunction shall
20 not apply to individual claims of any Members of the Settlement Classes who timely exclude
21 themselves in a manner that complies with this Order. This injunction is necessary to protect
22 and effectuate the settlement, this Order, and the Court's flexibility and authority to effectuate
23 this settlement and to enter judgment when appropriate, and is ordered in aid of the Court's
24 jurisdiction and to protect its judgments pursuant to 28 U.S.C. § 1651(a).

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1 Based on the foregoing, it is hereby ORDERED that Plaintiff's Unopposed Motion for
2 Preliminary Approval of Class Action Settlement (Dkt. No. 268) is GRANTED.

3 IT IS SO ORDERED.

4 DATED this 29th day of July 2025.

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9 THE HONORABLE JOHN C. COUGHENOUR