SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement"), which is subject to the approval of the United States District Court for the Western District of Washington, is made by and between Plaintiff TIFFANY HILL, individually and on behalf of the First Settlement Class (as defined in ¶ P below), and Plaintiff MICHELLE ANDERSON, individually and on behalf of the Second Settlement Class (as defined in ¶ Z below), on the one hand, and CONTINUUM GLOBAL SOLUTIONS, LLC, on behalf of Defendants XEROX BUSINESS SERVICES, LLC, LIVEBRIDGE, INC., AFFILIATED COMPUTER SERVICES, INC., AFFILIATED COMPUTER SERVICES, LLC, and the Released Parties (as defined in ¶ V below), on the other hand, in *Hill v. Xerox Business Services, LLC, et al.*, Case No. 2:12-cv-00717-JCC, that is pending in the United States District Court for the Western District of Washington.

DEFINITIONS USED IN SETTLEMENT AGREEMENT

A. "<u>Action</u>" means the lawsuit titled *Hill v. Xerox Business Services, LLC, et al.*, Case No. 2:12-cv-00717-JCC (W.D. Wash.).

B. "<u>Class Counsel</u>" means Toby J. Marshall of Terrell Marshall Law Group PLLC, and Daniel F. Johnson of Breskin Johnson & Townsend PLLC.

C. "<u>Class Notice</u>" means the document, substantially in the form attached to this Settlement Agreement as **Exhibit A**, which will be sent to Members of the Settlement Classes following preliminary approval of the Settlement Agreement.

D. "<u>Class Period</u>" means the period of time from June 5, 2010, through the Preliminary Approval Date.

E. "<u>Class Representative Awards</u>" means the proposed payments specified below in ¶ 7.B.

F. "<u>Complaints</u>" mean the Class Action Complaint filed by Tiffany Hill on April 24, 2012, the Amended Class Action Complaint filed by Tiffany Hill on May 21, 2012, the Second Amended Class Action Complaint filed by Tiffany Hill on January 22, 2013, and the Third Amended Class Action Complaint to be filed by Tiffany Hill and Michelle Anderson in connection with their motion for a Preliminary Approval Order in this Action.

G. "<u>Court</u>" means the United States District Court for the Western District of Washington.

H. "<u>Defendants</u>" means Continuum Global Solutions, LLC and Xerox Business Services, LLC, Livebridge, Inc., Affiliated Computer Services, Inc., and Affiliated Computer Services, LLC, the defendants in the Action.

I. "Defendants' Counsel" means Patrick M. Madden and Todd L. Nunn of K&L Gates LLP.

J. "Effective Date" means the date on which this Settlement Agreement is finally approved as provided below and the Court's Final Approval Order and Final Judgment become final. For purposes of this definition, the Court's Final Approval Order and Final Judgment "become final" upon the later of (i) expiration of the time for filing an appeal from the Final Approval Order and Final Judgment or otherwise seeking appellate review; or (ii) if an appeal is timely filed or other appellate review sought, the date that the Final Approval Order and Final Judgment are finally affirmed and all other means of appellate review have been exhausted or have expired.

K. "Final Approval Date" means the date on which the Final Approval Order and Final Judgment are entered in this matter.

L. "Final Approval Hearing Date" means the date set by the Court for the hearing on final approval of the settlement embodied in this Settlement Agreement.

M. "Final Approval Order" means the Court order granting final approval of the Settlement Agreement.

N. "Final Judgment" means an order rendered by the Court that enters judgment disposing of all issues raised in this Action consistent with the Final Approval Order and dismissing the Action with prejudice.

O. "First Net Settlement Class Fund" means 90 percent of the Settlement Amount after deducting the Court-approved amounts set forth below in ¶ 7.A-7.C. This percentage reflects Class Counsel's assessment of the strengths and weaknesses of the claims of the First Settlement Class as well as their expert's calculation of the First Settlement Class's potential damages and prejudgment interest on these claims. The First Net Settlement Class Fund shall be distributed to the First Settlement Class Members pursuant to ¶ 7.D.

P. "First Settlement Class" and "Member of the First Settlement Class" means 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."

Q. "Named Plaintiffs" or "Plaintiffs" means Tiffany Hill and Michelle Anderson, the plaintiffs in the Action.

R. "Net Settlement Class Funds" means the combined total of the First Net Settlement Class Fund and the Second Net Settlement Class Fund.

S. "Participating Members of the Settlement Classes" means any Member of the Settlement Classes who is bound by the Final Judgment and is allocated a portion of the Net Settlement Class Funds as set forth in this Settlement Agreement. All Members of the Settlement Classes are automatically deemed Participating Members of the Settlement Classes unless the Member submits a timely request for exclusion as detailed in the Settlement Class Notice.

T. "Parties" means the Plaintiffs and the Defendants collectively in the Action.

U. "Preliminary Approval Date" means the date on which the Court enters its Preliminary Approval Order.

V. "Preliminary Approval Order" means an order rendered by the Court preliminarily approving this Settlement Agreement.

W. "Released Claims" means those claims included in the release of claims set forth in ¶ 2.

X. "Released Parties" means Continuum Global Solutions, LLC, Xerox Business Services LLC, Livebridge, Inc., Affiliated Computer Services, Inc., Affiliated Computer Services, LLC and their current and former parents, subsidiaries, and affiliates, as well as all of their current and former officers, directors, owners, shareholders, members, employees, agents, and attorneys, and any other successors, assigns, legal representatives, or persons who could be liable for the claims asserted in the Action.

Y. "Second Net Settlement Class Fund" means 10 percent of the Settlement Amount after deducting the Court-approved amounts set forth below in ¶ 7.A-7.C. This percentage reflects Class Counsel's assessment of the strengths and weaknesses of the claims of the Second Settlement Class as well as their expert's calculation of the Second Settlement Class's potential damages and prejudgment interest on these claims. The Second Net Settlement Class Fund shall be distributed to the Second Settlement Class Members pursuant to ¶ 7.D.

Z. "Second Settlement Class" and "Member of the Second Settlement Class" means 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."

AA. "Settlement Administrator" means CPT Group, Inc. or any other settlement administrator selected by Class Counsel based on reasonable criteria including experience, price, competence, and insurance and as approved by Defendants and the Court.

BB. "Settlement Amount" means $9,100,000. This amount covers and includes all Defendants' financial obligations under this Settlement Agreement (including all obligations for attorneys' fees and costs, expenses, costs of notice and settlement administration, Class Representative Awards, settlement payments to Participating Members of the Settlement Classes, employees' withholdings, and the employee- and employer-side of all payroll or other taxes).

CC. "Settlement Class Data" means the information that Defendant has or will provide to the Settlement Administrator and Class Counsel as specified in ¶ 3.B.

DD. "Settlement Classes" and "Members of the Settlement Classes" means all Members of the First Settlement Class and all Members of the Second Settlement Class.

RECITALS

WHEREAS, Plaintiffs filed the Complaints in this Action that assert and seek relief for alleged claims that include, but are not limited to: (i) failure to pay at least minimum wage for all hours worked; (ii) failure to pay required overtime; (iii) willful withholding of wages; (iv) violations of RCW Chapters 49.12, 49.46, 49.48, and 49.52; (v) attorneys' fees, costs, and expenses; and (vi) prejudgment interest and related penalties or exemplary (i.e., double) damages; and

WHEREAS, the Parties have engaged in extensive litigation over this matter for 13 years; the Court and appellate courts have accepted, rejected, and provided guidance on the Parties' arguments; and Class Counsel have conducted a thorough investigation into the facts alleged in the Complaints and the claims of Members of the Settlement Classes against Defendants; and

WHEREAS, the Parties have engaged in multiple full-day mediations before experienced mediators to discuss a possible resolution of this matter; and the Parties ultimately agreed to a mediator's proposal for resolution of this matter; and

WHEREAS, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims that have been alleged in the Action or that arise out of the facts and circumstances alleged in the Complaints, including all relevant statutory, common law, and equitable claims.

NOW, THEREFORE, in consideration of the mutual recitals, covenants, promises, and warranties set forth herein, the Parties agree, subject to the Court's approval, as follows:

TERMS OF SETTLEMENT AGREEMENT

1. **No Admission of Liability**. The Parties enter into this Settlement Agreement to resolve the Action and to avoid the burden, expense, and risk of continued litigation. Based on their own independent investigation and evaluation of data and information about the Settlement Classes as collected through extensive discovery efforts and based on extensive litigation efforts, Class Counsel are of the opinion that this settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, adequate, and in the best interest of Plaintiffs and the Members of the Settlement Classes in light of all facts and circumstances, including the risk of further delay, unsuccessful claims, and defenses asserted by Defendants. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny, that they have: violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; or engaged in any unlawful conduct with respect to their employees or any other person or entity. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendants or the Released Parties of any violation(s) or failure(s) to comply with any applicable legal, contractual, or equitable obligations. Defendants expressly deny any liability, wrongdoing, impropriety, responsibility, or fault whatsoever. In addition, and also without limiting the generality of the foregoing, nothing about this Settlement Agreement will be offered or construed as an admission or be used as evidence in the Action or any other action or legal proceeding.

2. **Consideration and Release of Claims**. In consideration for Defendants' payment of the Settlement Amount, upon the Final Approval Date (and except as to such rights or claims as may be created by this Settlement Agreement), Plaintiffs and all Participating Members of the Settlement Classes fully, finally, and forever release, settle, compromise, relinquish, and discharge any and all of the Released Parties from any and all claims, causes of action, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, liquidated or exemplary damages, punitive damages, losses, fines, liens, interest, restitution or other equitable relief, actions, omissions, or causes of action of whatever kind or nature, whether known or unknown, that were alleged in the Action or that could have been alleged in the Action based on or arising from the facts or circumstances alleged in the Action from the beginning of time through the Final Judgment, including federal, state, and local claims based on common law, contract, statutes, ordinances, or regulations, lawsuits, administrative actions, arbitrations, and participation to any extent in any pending or future class, collective, or representative actions, or other action of any kind based on or related in any way to the allegations in the Complaint, including but not limited to, for alleged violations of RCW Chapters 49.12, 49.46, 49.48, and 49.52; WAC Chapters 296-126 and 296-128; and all parallel or similar obligations under federal, state, and local law. The foregoing release by Participating Members of the Settlement Classes excludes claims that are not asserted and that could not have been asserted based on the facts or circumstances alleged in the Action, including claims for discrimination, retaliation, wrongful termination, unemployment, and workers' compensation; claims for unpaid wages based on work performed after January 16, 2015;

and any claims that may not be lawfully released under this Settlement Agreement with Court approval.

Further and in addition to the release above, upon the Final Approval Date (and except as to such rights or claims as may be created by this Settlement Agreement), Plaintiffs hereby release all Released Parties, from any and all claims, causes of action, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, liquidated or exemplary damages, punitive damages, losses, fines, liens, interest, restitution or other equitable relief, actions, or causes of action of whatever kind or nature, whether known or unknown from the beginning of time through the Final Approval Date, including federal, state, and local claims based on common law, statutes, ordinances, or regulations, lawsuits, administrative actions, arbitrations, and participation to any extent in any pending or future class, collective, or representative actions, or other action of any kind. Notwithstanding the breadth of the foregoing release by Plaintiffs, Plaintiffs' release excludes claims under the Age Discrimination in Employment Act and Older Workers Benefit Protection Act, unemployment claims, workers' compensation claims, and any claims that may not be lawfully released under this Settlement Agreement with Court approval.

3. **Court Approval Required**. This Settlement Agreement is contingent on approval by the Court. Plaintiffs will recommend to the Court that it approve the terms of this Settlement Agreement. The Parties will undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement, and any other steps or efforts that may become necessary by order of the Court (unless such order modifies the terms of this Settlement Agreement) or otherwise, to carry out this Settlement Agreement, including the following:

A. ***Preliminary Approval***. Plaintiffs will file a motion for preliminary approval seeking a Preliminary Approval Order within 21 days after this Settlement Agreement is fully executed. Plaintiffs will provide Defendants with a proposed draft of that motion at least 7 days before it is filed and will attempt in good faith to address any concerns raised by Defendants. Defendants may file a response regarding concerns that are not addressed and reserve their right to deny or defend themselves against what they deem to be disparaging or unfair comments in relation to the settlement or Action. The motion will seek a Preliminary Approval Order that: (i) preliminarily approves the settlement; (ii) certifies the First Settlement Class and Second Settlement Class as settlement classes to resolve all claims asserted in the Third Amended Class Action Complaint; (iii) schedules a fairness hearing at least 150 days after the Preliminary Approval Order on the question of whether the proposed Settlement Agreement should be finally approved as fair, reasonable, and adequate as to the Members of the Settlement Classes, and whether payment to the Settlement Administrator and the application for Class Counsel's attorneys' fees and cost and the Class Representative Awards should be approved; (iv) approves the general form and content of the proposed Settlement Class Notice; and (v) directs the mailing of the Settlement Class Notice by first-class mail (and other possible means upon which the Parties agree) to the Members of the Settlement Classes.

B. ***Settlement Class Data***. Within 14 days of the Preliminary Approval Order, Defendants will provide to the Settlement Administrator and Class Counsel on a confidential basis, in a format acceptable to the Settlement Administrator, each Settlement Class Member's name and any last known email address, social security number, mobile telephone number, and mailing address, except their social security numbers will not be provided to Class Counsel. The Settlement Administrator will update Settlement Class Data addresses using past notice administrator information, the National Change of Address database, and other available resources deemed suitable by the Settlement Administrator, and, to the extent this process yields an updated address, that updated address will replace the last known address and be treated as the new last known address for purposes of this Settlement Agreement and for any subsequent mailings required to effectuate the terms of this Settlement Agreement. The Settlement Administrator and Class Counsel will safeguard all contact information and use that information solely for the purposes of this Settlement Agreement. In addition, the Settlement Administrator will: (i) provide reasonable and appropriate administrative, physical, and technical safeguards for any personally identifiable information ("PII") that it receives from Defendants; (ii) not disclose the PII to Plaintiffs, any party or third parties, including agents or subcontractors, without Defendants' consent and keep PII confidential, including not providing social security numbers of Members of the Settlement Classes to Class Counsel; (iii) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (iv) promptly provide Defendants with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction.

C. ***Class Notice***. Within 30 days of entry of the Preliminary Approval Order, the Settlement Administrator will send the Class Notice to each Member of the Settlement Classes by first-class mail as specified in the Preliminary Approval Order. The Settlement Administrator will conduct one standard skip trace to locate missing Members of the Settlement Classes and will make one attempt to re-mail the Class Notice to any corrected or updated address obtained through such skip trace. The Settlement Administrator will keep Class Counsel and Defendants' Counsel informed of any problems that arise in providing the Class Notice and/or locating missing Members of the Settlement Classes. The Settlement Administrator will also create and maintain a website containing the Class Notice and other relevant Court filings.

D. ***The Right of Members of the Settlement Classes to Exclude Themselves from the Settlement Classes or Object to the Settlement***. Members of the Settlement Classes may exclude themselves (opt out) from the Settlement Classes or object to the Settlement Agreement, by submitting their written request to opt out or objection no later than 90 days after the date the Class Notice is mailed.

1. ***Exclusion***. Any Member of the Settlement Classes other than Plaintiffs may elect to be excluded. To be effective, any such election must be made in

writing; must contain the information specified in the Class Notice; and must be mailed to the Settlement Administrator and postmarked on or before the deadline in the Class Notice. The date of the postmark on the mailing envelope will be the exclusive means to determine whether a request for exclusion is timely. Any Member of the Settlement Classes who is eligible to opt out and who timely requests exclusion in compliance with these requirements will thereafter not be considered to be a Participating Member of the Settlement Classes, will not have any rights under this Settlement Agreement, will not be entitled to receive any settlement payment, and will not be bound by this Settlement Agreement or the Final Judgment. If more than 5% of the combined Members of the Settlement Classes choose to opt out of the Settlement Classes, Defendants may, in their sole and absolute discretion, elect to void this Settlement Agreement by written notice within 10 days after receiving the Settlement Administrator's final report under ¶ 3.D.5.

2. ***Objection***. Any Member of the Settlement Classes other than Plaintiffs (and other than Members of the Settlement Classes who request exclusion) may object to this Settlement Agreement, provided that such objections are made in writing, and sent to the Settlement Administrator no later than the deadline set forth in the Class Notice. Such objection will include the information specified in the Class Notice. No Member of the Settlement Classes may be heard at the Final Approval Hearing who has not complied with this requirement, and any Member of the Settlement Classes who fails to comply with this requirement will be deemed to have waived any right to object and any objection to the Settlement Agreement. Any Member of the Settlement Classes who intends to appear at the Final Approval Hearing will notify the Settlement Administrator of that intent in advance of the hearing. Any Member of the Settlement Classes who both opts out and objects to this Settlement Agreement will be deemed to have opted out, and their objection will not be valid because they opted out.

3. ***Effect of Taking No Action***. Except for those Members of the Settlement Classes who exclude themselves in compliance with ¶ 3.D.1, all Members of the Settlement Classes will be deemed to be Members of the Settlement Classes in the Action for all purposes under this Settlement Agreement, the Final Approval Order, the Final Judgment, and the releases set forth in this Settlement Agreement and, unless they have timely asserted an objection to this Settlement Agreement, will be deemed to have waived all objections and opposition to its fairness, reasonableness, and adequacy. Except to the extent that a Member of the Settlement Classes presents a timely objection to this settlement pursuant to the procedures set out above, the Members of the Settlement Classes and Plaintiffs waive their right to seek any form of appellate review over any order or judgment that is consistent with the terms of this Settlement Agreement.

4. ***Obligations of Parties and Counsel***. Neither Plaintiffs, Class Counsel, Defendants, Defendants' Counsel, nor any person on their behalf, will solicit, seek to solicit, or otherwise encourage anyone to exclude themselves as a Member of the Settlement Classes, or object to the Settlement Agreement or appeal from any order of the Court that is consistent with the terms of this Settlement Agreement, or discourage participation in the settlement. In contrast, the Parties may tell Members of the Settlement Classes that they encourage them to participate in the settlement. Upon receipt, counsel for the Parties will promptly exchange with one another copies of all objections, exclusions, and/or challenges to the settlement or any part thereof.

5. ***Obligations of Settlement Administrator***. The Settlement Administrator will provide periodic reports to counsel as well as a final report and declaration of due diligence, proof of mailing of the Class Notice, and records of any opt-outs or objections to Class Counsel and Defendants' Counsel within 10 days after the deadline for exclusion/objection.

E. ***Final Approval***. Class Counsel will timely file a motion for final approval seeking a Final Approval Order and Final Judgment, including Class Representative Awards to Plaintiffs and an order awarding fees and costs to Class Counsel. Plaintiffs agree to seek no more than $34,500 as payment to the Settlement Administrator; no more than $15,000 as a Class Representative Award to Plaintiff Hill; no more than $3,000 as a Class Representative Award to Plaintiff Anderson; and no more than $3,185,000 (or 35% of the Settlement Amount) as payment to Class Counsel for attorneys' fees along with costs not to exceed the actual out-of-pocket costs and expenses of litigation. Defendants reserve their right to file a response to deny or defend themselves against what they deem to be disparaging or unfair comments. The motion will seek a Final Approval Order and Final Judgment that: (i) finally approves the Settlement Agreement as fair, adequate, and reasonable, and directs consummation of its terms and provisions; (ii) approves Class Counsel's application for an award of attorneys' fees and costs; and (iii) dismisses this Action on the merits and with prejudice and permanently bars all Participating Members of the Settlement Classes from prosecuting against the Released Parties any claims, whether on an individual, class, collective, or other basis, that are released by this Settlement Agreement.

4. **Termination of Settlement Agreement**.

A. ***Non-Approval by Court***. Failure of the Court to grant preliminary or final approval of the Settlement Agreement (after reasonable opportunity for and good faith efforts by the Parties to cure such problems as may initially prevent the Court from granting such approval) will be grounds for the Parties to terminate this Settlement Agreement. A failure of the Court to approve any material term or aspect of this Settlement Agreement will render the entire settlement voidable and unenforceable as to all Parties herein at the option of the party adversely affected thereby. Each party may exercise its option to void this settlement as provided in this paragraph by giving notice, in writing, to the other and to the Court at any time prior to final approval of the Settlement Agreement by the Court.

B. ***Attorneys' Fees and Settlement Class Representative Award***. The Court's determination regarding whether and in what amounts to award attorneys' fees and costs to Class Counsel, and Class Representative Awards to Plaintiffs, will not be grounds for terminating the Settlement Agreement or otherwise affect the enforceability of the Settlement Agreement. However, Plaintiffs may appeal such a decision. In the event of such an appeal, final funding and administration of the portion of the award in dispute will be segregated and stayed pending the exhaustion of appellate review. If, after the exhaustion of any such appellate review, additional amounts are distributable to Participating Members of the Settlement Classes, the cost of administering the payments to them will be paid out of such additional amounts and not by Defendants. Any amount not awarded in attorneys' fees and costs or awards to class representatives will be added to the Net Settlement Class Funds distributable to the Participating Members of the Settlement Classes as additional Individual Settlement Allocations. No amounts will revert to Defendants.

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

5. **Mutual Full Cooperation**. The Parties agree to cooperate fully with each other in good faith to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties further agree to cooperate fully and use their best efforts to obtain the Court's preliminary and final approval of this Settlement Agreement and all the terms herein.

6. **Representation by Class Counsel**. Class Counsel represent that as of the date they sign this Settlement Agreement, they do not represent or have arrangements or plans to represent any current or former employees of Defendants who would not be covered by this Settlement Agreement.

7. **Settlement Payments**. The Settlement Administrator will establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury

Regulation section 468B-1 within 15 days after the Final Approval Order and Final Judgment. On or before the later of March 31, 2026, or 15 days after the Effective Date, Defendants will deposit the Settlement Amount into the QSF (the "Deposit"). The Settlement Administrator will distribute these funds only as directed by Class Counsel and as allowed under the Court's Final Approval Order and Final Judgment. No part of the Settlement Amount will revert to Defendants. Subject to Court approval, the Settlement Amount will be allocated as follows:

A. ***Attorneys' Fees and Litigation Costs***. The Settlement Administrator will distribute to Class Counsel, within 15 days after the Deposit, the amounts awarded by the Court as compensation for attorneys' fees and costs in accordance with the Court's Final Approval Order and Final Judgment. The Settlement Administrator will issue an appropriate IRS Form 1099 for this payment.

B. ***Class Representative Awards***. The Settlement Administrator will distribute to Plaintiffs, within 15 days after the Deposit, the amounts awarded by the Court to Plaintiffs as Class Representative Awards. The Settlement Administrator will issue an appropriate IRS Form 1099 for each of these payments.

C. ***Settlement Administration Expenses***. At the direction of Class Counsel, the Settlement Administrator will distribute to itself, after all other payments are made under ¶ 7.A, 7.B, and 7.D and no sooner than 15 days after the Deposit, the amount approved by the Court as the reasonable expenses of settlement administration.

D. ***First Distribution of Net Settlement Class Funds as Individual Allocations***. For the "First Distribution" of the Net Settlement Class Funds, the Settlement Administrator will distribute, within 21 days after the Deposit, the Net Settlement Class Funds to Participating Members of the Settlement Classes based on the First Individual Settlement Allocations provided by Class Counsel and the Settlement Administrator's calculation of all necessary taxes. Class Counsel believes that their allocation calculations are reasonable and fair calculations of the damages allegedly suffered by Plaintiffs and Members of the Settlement Classes given the probability of success of the claims, respectively, of the First Settlement Class and the Second Settlement Class. Participating Members of the Settlement Classes will have 180 days after the date the Settlement Administrator mails the First Individual Settlement Allocation checks to cash those First Individual Settlement Allocation checks (the "First Distribution Check Cashing Deadline"). Any First Individual Settlement Allocation check that is not cashed by the First Distribution Check Cashing Deadline will become void and subject to a stop payment order. The First Individual Settlement Allocations will be treated for tax purposes as described in ¶ 7.F below.

E. ***Second Distribution of Net Settlement Class Funds***. Within 30 days of the First Distribution Check Cashing Deadline, the Settlement Administrator shall determine whether there are sufficient Net Settlement Class Funds remaining, including any funds previously withheld for tax purposes in association with uncashed checks, to make a second distribution in accordance with this paragraph. If there are sufficient funds, the Settlement Administrator shall make a Second Distribution to Members of the Settlement Classes, as well as a second distribution to itself of reasonable administrative costs as approved by Class Counsel, within 45 days of the First Distribution Check Cashing Deadline. The Second Distribution shall take the set of all Members of the Settlement Classes who successfully deposited their payment from the First Distribution (the "Second Distribution Settlement Class Members") and allocate the funds among those Second Distribution Settlement Class Members in a manner like that used for the First Distribution. Any Second Distribution Settlement Class Member whose share of the remaining funds in the QSF exceeds $20 shall receive a Second Individual Settlement Allocation check for their share of the remaining funds. The Settlement Administrator shall conclude that there are sufficient funds for a Second Distribution if there is enough money to pay for the reasonable administrative costs of a Second Distribution (including any costs associated with disbursing the Residual Funds to the *cy pres* beneficiaries), as approved by Class Counsel, and at least 5% of the Second Distribution Settlement Class Members would receive a payment greater than $20. The remainder after the Second Distribution, if any, shall go to the *cy pres* beneficiary in accordance with ¶ 7.H below. Second Distribution Settlement Class Members shall have sixty (60) days from the initial date on which the Settlement Administrator mails the Second Distribution Settlement Award checks to cash those checks (the "Second Distribution Check Cashing Deadline"). The Second Individual Settlement Allocations will be treated for tax purposes as described in ¶ 7.F below.

F. ***Tax Treatment and Reporting***. For tax and withholding purposes, First Individual Settlement Allocations will be treated as follows: 25% of each First Individual Settlement Allocation distributed to a Participating Member of the Settlement Classes will be deemed to be wages, subject to payroll taxes, and the Settlement Administrator will issue appropriate IRS Forms W-2 to those Members of the Settlement Classes who were mailed First Individual Settlement Allocation checks that were cashed by the First Distribution Check Cashing Deadline; and 75% of each First Individual Settlement Allocation distributed to a Participating Member of the Settlement Classes will be deemed to be non-wage payments for alleged penalties, liquidated damages, and interest, and the Settlement Administrator will issue appropriate IRS Forms 1099 to those Members of the Settlement Classes who were mailed First Individual Settlement Allocation checks that were cashed by the First Distribution Check Cashing Deadline. The Settlement Administrator will adjust First Individual Settlement Allocations to account for all employee- and employer-side taxes and withholdings payable on wage amounts and will disburse to the IRS or appropriate state or local agencies all required taxes and withholdings. For tax purposes, Second Individual Settlement Allocations will be treated as follows: 100% of each Second Individual Settlement Allocation distributed to a Participating Member of the Settlement Classes will be deemed to be non-wage payments for alleged penalties, liquidated damages, and interest and the Settlement Administrator will issue appropriate IRS Forms 1099 to those Members of the

Settlement Classes who were mailed Second Individual Settlement Allocation checks that were cashed by the Second Distribution Check Cashing Deadline. Defendants will have no responsibility or liability for any federal, state, or local taxes owed in connection with the payments made in connection with this Settlement Agreement. Plaintiffs, Defendants, and their respective counsel have not made any representations regarding the tax consequences of the settlement payments made under this Settlement Agreement. Participating Members of the Settlement Classes will be required to pay all federal, state, and local taxes, if any, that are required by law to be paid with respect to the settlement payments.

G. ***No Effect on Other Benefits***. Defendants will not use any payments from the Settlement Amount to calculate any benefits, including, for example (but without limitation), vacation, holiday pay, pension, or 401(k) plan contributions. Any payments from the Settlement Amount do not represent any modification of previously credited hours of service or other eligibility criteria under any employee pension or employee welfare benefit plan sponsored by Defendants or any of the Released Parties. Nor is any payment from the Settlement Amount compensation for purposes of determining eligibility for, or benefit accrual within, an employee benefit pension plan, an employee welfare benefit plan, or any other plan or benefit sponsored or offered by Defendants or any of the Released Parties.

H. ***Residual Funds***. Any funds remaining after the Second Distribution Check Cashing Deadline or after the Settlement Administrator has determined there are insufficient funds to make a Second Distribution to Members of the Settlement Classes shall be deemed abandoned and thus become residual funds ("Residual Funds"). The Settlement Administrator shall disburse the Residual Funds to the Legal Foundation of Washington as the *cy pres* beneficiary no earlier than 20 days after the Second Distribution Check Cashing Deadline and no later than 35 days after the Second Distribution Check Cashing Deadline.

I. ***Conditions Precedent***. The timelines in this ¶ 7 are contingent on the following events: (i) the Settlement Administrator must provide Defendants with an IRS Form W-9 for the QSF as well as instructions for depositing amounts to the QSF within 15 days after the Final Approval Date; (ii) Class Counsel must provide a spreadsheet with the Individual Settlement Allocations to the Settlement Administrator and Defense Counsel within 15 days after the Final Approval Date; and (iii) the Settlement Administrator must provide the Parties with a spreadsheet showing the amount for each Individual Settlement Allocation (i.e., wage, tax, withholdings, and non-wage amounts) within 30 days after the Final Approval Date. The Parties agree that none of these events are to be delayed absent extenuating circumstances. If any of these events are delayed, it may delay the Deposit and the Settlement Administrator's payments accordingly.

8. **Publication and Media**. As set forth in ¶ 3(c), the Settlement Administrator will maintain a webpage with basic information about the Action and its status, including important documents filed and/or approved by the Court. Any statement about the Action will be

presented neutrally and approved by both Parties prior to publication on the webpage. This will not apply to or limit the public filing of motions (including attaching the final Settlement Agreement to Plaintiffs' motions for preliminary and final approval) or other case materials in the action related to seeking and obtaining Court approval of the proposed settlement and the related awards of attorneys' fees and costs, or to communications between Class Counsel, their clients, and Members of the Settlement Classes. The Parties understand and agree that there may be media coverage of the settlement not initiated by Class Counsel. The Parties understand and agree that Defendants may respond to any statement provided or published by Plaintiffs or Class Counsel that Defendants believe to be untrue, misleading, defamatory, or slanderous, and such response shall not constitute a breach of this Agreement.

9. **Enforcement Actions and Governing Law**. The Court will have continuing jurisdiction over the terms and conditions of this Settlement Agreement until all payments and obligations contemplated by the Settlement Agreement have been fulfilled. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws principles. Any disputes arising from or related to this Settlement Agreement shall be subject to the exclusive jurisdiction of the courts of Washington. In the event that one or more of the Parties to this Settlement Agreement institutes any legal action or brings any motion to enforce or implement the provisions of this Settlement Agreement, the prevailing party or parties will be entitled to recover from the non-prevailing party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection therewith, provided that no fees or costs may be recovered from Members of the Settlement Classes individually unless particular Members initiate or actively participate in the legal relevant proceeding.

10. **Captions and Interpretations**. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Settlement Agreement will not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Settlement Agreement.

11. **Modification**. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and, if changed after the Preliminary Approval Order, approved by the Court (if such approval is required by the Court's order). This Settlement Agreement may not be discharged except by performance in accordance with its terms, by a writing signed by the Parties hereto, or by Court order.

12. **Entire Agreement**. This Settlement Agreement constitutes the entire and integrated agreement between the Parties with respect to the settlement of the Action, and all other prior and contemporaneous agreements, representations, warranties, or understandings of the Parties are superseded and merged into this Settlement Agreement.

13. **No Reliance**. The Parties acknowledge that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Settlement Agreement.

14. **Assignments**. This Settlement Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

15. **Execution in Counterparts**. This Settlement Agreement may be signed in one or more counterparts, including by copies transmitted via facsimile or electronic delivery. Upon a party's execution of a counterpart, that counterpart will be deemed an original, and all signed counterparts will together constitute one Settlement Agreement. A verified electronic (e.g., DocuSign) or facsimile signature will have the same force and effect as the original signature, if and only if it is transmitted from counsel for one party to the other. Such transmissions will be interpreted as verification by the transmitting counsel that the signature is genuine and that the party signing has authorized and reviewed the agreement. All executed copies of this Settlement Agreement and copies thereof will have the same force and effect and will be as legally binding and enforceable as the original.

16. **Access to Settlement Administrator.** The Parties will have equal access to the Settlement Administrator and all information related to the administration of the settlement. The Settlement Administrator will provide information to counsel for either party upon request and will provide regular reports to counsel for the Parties regarding mailing of notices, the claims administration process, and distribution of payments.

17. **Interim Stay of Proceedings.** Except for proceedings necessary to implement and finalize this Settlement Agreement, the Parties agree to hold all further proceedings in the Action in abeyance pending the Final Settlement Approval Hearing. Plaintiffs will request a stay of all proceedings in the motion for preliminary approval of the settlement.

18. **No Tolling.** This Settlement Agreement and the underlying Action do not provide the basis for any equitable tolling of any statutes of limitation or limitations periods and do not toll the statute of limitations for any lawsuit or other legal proceeding outside of this Action.

19. **Calculation of Time.** All time listed in this Agreement is in calendar days unless specified otherwise. Time is calculated by (a) excluding the day of the event that triggers the period; (b) counting every day, including intermediate Saturdays, Sundays, and legal holidays; and (c) including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

IN WITNESS WHEREOF, the undersigned Parties have duly executed this Settlement Agreement as of the date indicated below:

Individually and on behalf of the First Settlement Class,

Dated: ____________________ By: ______________________________
Tiffany Hill, Plaintiff

Individually and on behalf of the Second Settlement Class,

Dated: ____________________ By: ______________________________
Michelle Anderson, Plaintiff

Continuum Global Solutions, LLC, on behalf of itself and the Defendants

Dated: 7/17/2025 By: DocuSigned by: James F Hall 443E29579C9C4AA...
Its authorized agent

Approved as to form: Class Counsel,

Dated: ____________________ By: ______________________________
Daniel F. Johnson
BRESKIN JOHNSON & TOWNSEND PLLC

Dated: ____________________ By: ______________________________
Toby J. Marshall
TERRELL MARSHALL LAW GROUP PLLC

Approved as to form: Defendants' Counsel,

Dated: 7/17/2025 By: Patrick M. Madden
Patrick M. Madden
Todd L. Nunn
K&L GATES LLP

IN WITNESS WHEREOF, the undersigned Parties have duly executed this Settlement Agreement as of the date indicated below:

Individually and on behalf of the First Settlement Class,

Dated: 07/15/2025 By: Signed by: [signature] AF0665778480455...

Tiffany Hill, Plaintiff

Individually and on behalf of the Second Settlement Class,

Dated: 07/14/2025 By: Signed by: [signature] 3F89543B7D6F43F...

Michelle Anderson, Plaintiff

Continuum Global Solutions, LLC, on behalf of itself and the Defendants

Dated: ____________________ By: ____________________

Its authorized agent

Approved as to form: Class Counsel,

Dated: 7/14/2025 By: DocuSigned by: Dan Johnson 90FB7B03A289449...

Daniel F. Johnson
BRESKIN JOHNSON & TOWNSEND PLLC

Dated: 7/14/2025 By: DocuSigned by: Toby J. Marshall 8A5619B55188457...

Toby J. Marshall
TERRELL MARSHALL LAW GROUP PLLC

Approved as to form: Defendants' Counsel,

Dated: ____________________ By: ____________________

Patrick M. Madden
Todd L. Nunn
K&L GATES LLP

EXHIBIT A

NOTICE OF SETTLEMENT

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 5,739 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 965 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:	**$*****

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 5,739 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 [administrator's website].

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 5,739 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 $5,649,283 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 <u>not</u> submit a valid and timely request for exclusion will automatically have a settlement payment issued to their last known address. Please information 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 Plaintiffs' 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. 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 <u>not</u> 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 [HEARING DATE] 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 <u>must</u> request exclusion in writing by [NOTICE DEADLINE]. 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 [NOTICE DEADLINE]:

____
____
____

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 [OBJECTION DEADLINE]**.

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 [HEARING TIME] on [HEARING DATE], at the United States Courthouse at 700 Stewart Street, Suite 16206 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 [administrator's website]. Plaintiffs' motion for final approval of the Settlement Agreement, including requests for attorneys' fees and costs, and awards for the Class Representatives will be available on [DATE] at the above URL.