

THE HONORABLE JOHN C. COUGHENOUR

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

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

Plaintiffs,

v.

CONTINUUM GLOBAL SOLUTIONS, LLC, a
Delaware Limited Liability Company, 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

**ORDER GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

This matter came before the Court on Plaintiffs’ Motion for Final Approval of the proposed class action settlement with Defendants and Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Awards (Dkt. Nos. 277, 282). The Court, having considered all papers filed and arguments made with respect to the motions and being fully advised, finds that:

1. On January 20, 2026, the Court held a Final Approval Hearing, at which time the Parties and Members of the Settlement Classes were afforded the opportunity to be heard in support of or in opposition to the settlement. The Court received no objections to the settlement.

1 2. Adequate and sufficient notice was provided to the Settlement Classes in
2 accordance with the Court’s Preliminary Approval Order, Rule 23(e) of the Federal Rules of Civil
3 Procedure, and due process. This was the best notice practicable under the circumstances, and
4 it included the dissemination of individual notice to all Members of the Settlement Class who
5 could be identified through reasonable effort.

6 3. Defendants also served notice of the settlement as required by the Class Action
7 Fairness Act of 2005, 28 U.S.C. § 1715(b).

8 4. The terms of the Settlement Agreement are incorporated fully into this Order by
9 reference.

10 5. The Court has considered the Rule 23(e)(2) factors and factors enunciated by the
11 Ninth Circuit in *Churchill Village, L.L.C. v. General Electric*, 361 F.3d 566, 575 (9th Cir. 2004), and
12 those factors favor final approval of the settlement.

13 6. The terms of Settlement Agreement, which was negotiated at arm’s length, are
14 fair, reasonable, and adequate given the complexity, expense, and duration of further litigation
15 and the risks involved in establishing damages and maintaining class action status through trial
16 and appeal.

17 7. The relief provided under the Settlement Agreement constitutes fair value given
18 in exchange for the release of claims.

19 8. The extent of discovery completed, the stage of the proceedings, and the
20 experience and views of Class Counsel support approval of the Settlement Agreement.

21 9. The lack of objections from any members of the Classes or governmental actors
22 further supports approval of the Settlement Agreement.

23 10. Plaintiffs and Class Counsel have adequately represented the Settlement Classes.

24 11. In determining that the Settlement Agreement is fair, reasonable, and adequate,
25 the Court has also considered that payments will be issued directly to Members of the
26 Settlement Classes based on individualized damages and interest calculations and the strengths
27

1 and weaknesses of the claims of the respective Classes. The Settlement Agreement treats the
2 Members of each Class equitably relative to each other.

3 12. The Parties and each Member of the Settlement Classes have irrevocably
4 submitted to the jurisdiction of this Court for any suit, action, proceeding, or dispute arising out
5 of the Settlement Agreement.

6 13. It is in the best interests of the Parties and the Settlement Classes and consistent
7 with principles of judicial economy that any dispute between any Member of the Settlement
8 Classes (including any dispute as to whether any person is a Member of the Settlement Classes)
9 and any Released Party which, in any way, relates to the applicability or scope of the
10 Settlement Agreement or the Final Judgment and Order should be presented exclusively to this
11 Court for resolution by this Court.

12 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

13 14. **Settlement Classes.** This action is a class action against Defendants on behalf of
14 the Settlement Classes defined as follows:

15 First Settlement Class. All persons who worked at Defendants'
16 Washington call centers under an "Activity Based Compensation"
17 or "ABC" plan that paid "per minute" rates for certain work
18 activities between June 5, 2010, and January 16, 2015, but
19 excluding any employees (1) who were hired after September 27,
20 2012, and who signed arbitration agreements as part of
21 Defendants' revised 2012 Dispute Resolution Program; (2) who
22 previously stipulated to arbitration in *Amedee v. Xerox Business*
23 *Services, et al.*, Case No. 2:15-cv-880-BJR; and/or (3) who are
24 Members of the Second Settlement Class.

25 Second Settlement Class. All persons who have worked at
26 Defendants' Washington Call centers under an "Activity Based
27 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;

1 and/or (3) any employees who previously stipulated to arbitration
2 in *Amedee v. Xerox Business Services, et al.*, Case No. 2:15-cv-880-
BJR.

3 15. The Settlement Classes satisfy the requirements of Federal Rule of Civil
4 Procedure 23(a) and (b)(3) as set forth in the order granting preliminary approval of the
5 settlement (Dkt. 273).

6 16. **Settlement agreement.** The Settlement Agreement is finally approved under
7 Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable, and adequate and in the
8 best interests of the Settlement Classes. The Settlement Agreement shall be deemed
9 incorporated herein and shall be consummated in accordance with the terms and provisions
10 thereof, except as amended or clarified by any subsequent order issued by this Court.

11 17. As agreed by the Parties in the Settlement Agreement, upon Final Approval,
12 Plaintiffs and Members of the Settlement Classes release, settle, compromise, relinquish, and
13 discharge each of the Released Parties from each of the Released Claims as set forth in the
14 Settlement Agreement.

15 18. **Settlement Administration expenses.** The Court approves CPT Group's
16 administrative expenses of \$34,500 if there is no second distribution of settlement payments
17 and \$46,000 if there is a second distribution. The settlement administration expenses are to be
18 paid from the settlement fund in accordance with the Settlement Agreement.

19 19. **Attorneys' Fees.** Class Counsel are entitled to an award of reasonable attorneys'
20 fees from the \$9,100,000 Settlement Fund they recovered on behalf of the Settlement Classes.
21 *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) ("a lawyer who recovers a common
22 fund for the benefit of persons other than himself or his client is entitled to a reasonable
23 attorney's fee from the fund as a whole.").

24 20. Where Class Counsel's efforts have created a common fund, courts in the Ninth
25 Circuit have discretion to use either the percentage-of-the-fund method or the lodestar method
26 to award attorneys' fees. *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 570 (9th Cir. 2019).
27 The method a district court chooses to use, and its application of that method, must achieve a

1 reasonable result. See *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir.
2 2011). The percentage-of-the-fund method is an appropriate method for calculating a
3 reasonable attorney’s fee where, as here, the benefit to the Settlement Classes is easily
4 quantifiable. *Id.*

5 21. The Ninth Circuit instructs that “[t]he 25% benchmark rate, although a starting
6 point for analysis, may be inappropriate in some cases.” *Vizcaino v. Microsoft Corp.*, 290 F.3d
7 1043, 1048 (9th Cir. 2002). The “benchmark percentage should be adjusted, or replaced by a
8 lodestar calculation, when special circumstances indicate that the percentage recovery would
9 be either too small or too large in light of the hours devoted to the case or other relevant
10 factors.” *Six Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990). The
11 relevant factors include the results achieved, the risk of continued litigation, the skill required
12 and quality of work, the contingent nature of the fee and financial burden carried by the
13 plaintiff, and awards in similar cases. *Vizcaino*, 290 F.3d at 1048–50. Courts may also consider a
14 lodestar cross-check. *Id.* at 1050.

15 22. Class Counsel’s request for an award of 35% of the Settlement Fund is
16 reasonable given the excellent and quantifiable settlement achieved for the classes—a
17 \$9,100,000 Settlement Fund, providing 202% of the total potential damages for both
18 Settlement Classes—as well as the contingent nature of the fee, the skill and experience
19 demonstrated by Class Counsel, the length of the litigation, the risk of no recovery, and awards
20 in similar cases.

21 23. A lodestar crosscheck supports the reasonableness of Class Counsel’s fee. *In re*
22 *Bluetooth*, 654 F.3d at 944–45. The court calculates the “lodestar figure” by multiplying the
23 number of hours reasonably expended by a reasonable rate. *In re Hyundai*, 926 F.3d at 570.
24 Class Counsel reasonably invested more than 3,770 hours in the litigation. Class Counsel’s
25 lodestar—calculated at reasonable hourly rates ranging from \$500 to \$700 for partners, \$450
26 to \$500 for associates, \$250 for paralegals, and \$150 to \$200 for legal assistants—is
27 \$2,217,812.50. Their fee request represents a modest multiplier of 1.44, which is within the

1 range of multipliers approved by this Circuit. *See Vizcaino*, 290 F.3d at 1051 n.6. This multiplier
2 is appropriate given the risk Class Counsel assumed and consistent with multipliers approved by
3 other courts as part of a lodestar cross-check on a percentage-of-the-fund fee award.

4 24. Class Counsel are awarded \$3,185,000 in attorneys' fees to be paid from the
5 settlement fund in accordance with the terms of the Settlement Agreement.

6 25. **Costs.** Class Counsel's litigation costs are reasonable, necessary and directly
7 related to the work performed on behalf of the Settlement Classes. *See In re Apple Inc. Device*
8 *Performance Litig.*, 50 F.4th 769, 785 (9th Cir. 2022). Class Counsel are awarded \$81,759.41 in
9 costs to be paid from the settlement fund in accordance with the terms of the Settlement
10 Agreement.

11 26. **Service Award.** The Court approves a service award of \$15,000 for Class
12 Representative Tiffany Hill and \$3,000 for Class Representative Michelle Anderson, to be paid
13 from the settlement fund, in recognition of their respective efforts on behalf of the Settlement
14 Classes.

15 27. Neither this Final Judgment and Order, nor the Settlement Agreement, shall be
16 construed or used as an admission or concession by or against Defendants or any of the
17 Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the
18 Released Claims. This Final Judgment and Order is not a finding of the validity or invalidity of
19 any claims in this lawsuit or a determination of any wrongdoing by Defendant or any of the
20 Released Parties. The final approval of the Settlement Agreement does not constitute any
21 opinion, position, or determination of this Court, one way or the other, as to the merits of the
22 claims and defenses of the Class Representatives, Members of the Settlement Classes, or
23 Defendants.

24 28. Without affecting the finality of this judgment, the Court hereby reserves and
25 retains jurisdiction over this settlement, including the administration and consummation of the
26 settlement. In addition, without affecting the finality of this judgment, the Court retains
27 exclusive jurisdiction over Defendants and each Member of the Settlement Classes for any suit,

1 action, proceeding, or dispute arising out of or relating to this Order, the Settlement
2 Agreement, or the applicability of the Settlement Agreement. Without limiting the generality of
3 the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to,
4 any suit, action, arbitration, or other proceeding by a Member of the Settlement Classes in
5 which the provisions of the Settlement Agreement are asserted as a defense in whole or in part
6 to any claim or cause of action or otherwise raised as an objection, shall constitute a suit,
7 action, or proceeding arising out of or relating to this Order. Solely for purposes of such suit,
8 action, or proceeding, to the fullest extent possible under applicable law, the parties hereto and
9 all Members of the Settlement Classes are hereby deemed to have irrevocably waived and
10 agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that
11 they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an
12 improper venue or an inconvenient forum.

13 29. This action is hereby dismissed on the merits, in its entirety, with prejudice and
14 without costs.

15 30. Pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, there is no just
16 reason for delay, and the Court directs the Clerk to enter final judgment.

17
18 Based on the foregoing, it is HEREBY ORDERED that Plaintiffs' Motion for Final Approval
19 of Class Action Settlement (Dkt. Nos. 277, 282) is GRANTED.

20 IT IS SO ORDERED.

21 DATED this 3rd day of March 2026.

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THE HONORABLE JOHN C. COUGHENOUR

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