

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

<b>CHARLES TAYLOR et al.</b>	)	
	)	
<b>Plaintiffs,</b>	)	
	)	
<b>v.</b>	)	<b>Civil Action No. 01-CV00561 (BJR)</b>
<b>DISTRICT OF COLUMBIA WATER</b>	)	
<b>AND SEWER AUTHORITY</b>	)	
	)	
<b>Defendant.</b>	)	
	)	
	)	
	)	

---

**ORDER GRANTING FINAL  
APPROVAL OF THE CLASS SETTLEMENT**

The parties in this action have entered into a [240] Settlement Agreement and have applied to this Court for preliminary and final approval of the Settlement. On September 25, 2013, the Court entered a [245] Preliminary Approval Order, and issued [246] Administrative Order No. 1, the findings and rulings of which are incorporated herein. On March 28, 2013, the Court held a Final Fairness Hearing.

Now, upon consideration of [253] Plaintiffs' Consent Motion for Final Approval of the Settlement Agreement, and for Other Relief, which seeks, in addition to final approval of the Settlement Agreement, re-certification of the Settlement Class, final approval of the re-certified Class, and authorization for payment of a Service Award to the Named Plaintiff, and [252] Class Counsel's Unopposed Motion for an Award of Attorneys' Fees and Expense Reimbursement, the supporting memoranda and materials filed by the parties, discussion and argument had during the Final Fairness Hearing, and the record as a whole, it is, this 28<sup>th</sup> day of March, 2013, hereby

**ORDERED** that [253] Plaintiffs' Consent Motion for Final Approval of the Settlement Agreement, and for Other Relief, and [252] Class Counsel's Unopposed Motion for an Award of Attorneys' Fees and Expense Reimbursement are GRANTED on the terms and conditions set forth herein; and it is

**FURTHER ORDERED** as follows:

Except as otherwise specified, the Court incorporates herein all the defined terms set forth in the [240] Settlement Agreement.

1. This Court has jurisdiction over the subject matter of this litigation and all matters relating thereto, and over the Plaintiffs and Defendant.

2. The Settlement Class shall consist of: All Black employees who were employed by the Defendant between October 1, 1996 and December 31, 2000, except any such persons who were employed by the Defendant at any time between October 1, 1996 and December 31, 2000 in any of the following capacities are not members of the Settlement Class: (a) General Manager; (b) Assistant General Manager; (c) Deputy General Manager; (d) General Counsel; (e) In-House Counsel; or (f) Director of Human Resources.

3. The Settlement Class has approximately 1,037 members. There are too many Class Members for joinder to be practicable. The Settlement Class meets the numerosity requirement of Fed. R. Civ. P. 23(a).

4. The claims of the members of the Settlement Class raise common factual and legal issues, some of which are identified in the [1] Complaint. The Settlement Class meets the commonality requirement of Rule 23(a).

5. The claims of the Class Representative are typical of the claims of the other Class Members. The Class Representative, Mr. Charles Taylor, is an adequate representative of the

Class of which he is a member and there is no evidence that he has any interest antagonistic to the Class Members he represents. The Settlement Class meets the typicality and adequacy requirements of Rule 23(a).

6. The proposed Class meets the numerosity, commonality, typicality, and adequacy requirements of Rule 23(a), and the Court affirms its provisional finding that the requirements of Fed. R. Civ. P. 23(a) are satisfied.

7. The Court affirms the vacatur of its [139] Order certifying the Class under Rule 23(b)(2) in light of Wal-Mart Stores, Inc. v. Dukes, 131 S. Ct. 2541, 180 L. Ed. 2d 374, 2011 U.S. LEXIS 4567 (2011).

8. The Court finds that questions of law or fact common to the Class Members predominate over questions that affect only individual members, and that the proposed Class is sufficiently cohesive to warrant adjudication by representation. The Court finds that the proposed Class meets the predominance requirement for certification under Rule 23(b)(3).

9. The Court further finds that the proposed Settlement Class, which has approximately 1,037 members, has too many members to be handled fairly and efficiently by any means other than a class action, and that a class action is superior to other available methods for the fair and efficient adjudication of the Plaintiffs' claims in this case. The Court finds that the proposed Class meets the superiority requirement of Rule 23(b)(3).

10. The Court affirms its findings, in Paragraph 4 of the [245] Preliminary Approval Order, that the predominance and superiority requirements of Rule 23(b)(3) are satisfied, and the Class is hereby certified thereunder.

11. The Notice of Class Action Settlement and the Claim Form mailed to Class Members, pursuant to the Court's [245] Preliminary Approval Order, constituted the best notice

practicable under the circumstances, and the Court-approved notice plan was accomplished in all material respects.

12. In accordance with the [245] Preliminary Approval Order, the Claims Administrator mailed copies of the authorized Notice of Class Action Settlement and the Claim Form to 1,029 Class Members by first-class mail, postage prepaid. 129 of the Notices were returned to the Claims Administrator as undeliverable.

13. The Claims Administrator was able to obtain new addresses for 106 of the 129 Class Members whose Notices had been returned as undeliverable. The Claims Administrator re-mailed copies of the Notice of Class Action Settlement and the Claim Form to the address provided by the Defendant for those 23 Class Members for whom new addresses could not be obtained.

14. Additionally, the Notice of Class Action Settlement and the Settlement Agreement were published on a website created and maintained by the Claims Administrator ([www.TaylorClassActionSettlement.com](http://www.TaylorClassActionSettlement.com)). The Court finds that the notice that was provided fully met the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

15. The Class Action Fairness Act (“CAFA”) provides that “[a]n order giving final approval of a proposed settlement may not be issued earlier than 90 days after the later of the dates on which the appropriate Federal official and the appropriate State officials are served with the notice” of the proposed settlement. 28 U.S.C. §1715(d). The Defendant provided notice to the United States Attorney General and the Attorneys General of the District of Columbia; Maryland; Virginia; West Virginia; Georgia; Massachusetts; North Carolina; Texas and Florida on or about September 20, 2012. No objections have been filed by Federal or State officials.

16. The Settlement Agreement was the product of over 18 months of discussions and negotiations between the parties, including three sessions with two Neutral Evaluators from the Court's Neutral Evaluation Program. The Court finds that the Settlement Agreement is the result of arm's-length negotiations between highly experienced counsel, after thorough factual and legal investigation.

17. The Court finds that the terms of the Settlement Agreement are fair, reasonable, and adequate in all respects. The Court specifically finds that the Settlement is rationally related to the strength of the Plaintiffs' claims given the risk, expense, complexity and duration of further litigation.

18. The Court further finds that the response of the Class to the Settlement supports approval of the Settlement Agreement. The Class contains approximately 1,037 Class Members (the Defendant initially identified 1,029 Class Members, and 8 additional Class Members were subsequently identified), and 423 Claim Forms were accepted by the Claims Administrator, a claim submission rate of just over 40%. No Class Member has objected to the Settlement, and only 1 exclusion request has been received.

19. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, this Court grants final approval to the [240] Settlement Agreement and incorporates the terms and conditions of the Settlement Agreement herein.

20. The Court finds that the proposed procedures for the determination and allocation of monetary awards are fair, reasonable, adequate, and rationally related to the relative strengths and weaknesses of the respective claims asserted, and payment shall be made according to those procedures. The Claims Administrator shall render a determination as to the monetary award, if any, that should be paid to each Claimant from the Claims Fund. In rendering such

determinations, the Claims Administrator shall apply the points-based Allocation Formula set forth in the Settlement Agreement, and the Claims Administrator shall further exercise the discretion granted to it by the Settlement Agreement to grant individual Class Members additional points based on the criteria set forth therein.

21. When the Claims Administrator has rendered a final determination as to the monetary award, if any, that should be paid to each individual Claimant from the Claims Fund, the parties shall submit for the Court's approval a detailed declaration from the Claims Administrator describing how the proposed procedures were utilized in rendering determinations across the Class, identifying the factors taken into consideration, the relative weight afforded to each factor, and providing any further information that might be of use to the Court in evaluating the overall reasonableness and adequacy of the Claims Administrator's determinations.

22. The Court shall limit the scope of its review and approval of the Claims Administrator's determination of the amount to be paid to each individual Claimant from the Claims Fund to the overall reasonableness and adequacy of the process employed by the Claims Administrator in rendering its determinations. The Court will neither evaluate nor approve individual monetary awards. Pursuant to the terms of the Settlement Agreement, the Claims Administrator's determination as to the monetary award, if any, that should be paid to each Claimant from the Settlement Fund shall be final and not subject to review by, or appeal to, any court, mediator, arbitrator, or other judicial body, including this Court.

23. The parties shall jointly apply to the Court for permission to distribute any remaining, undistributed funds as set forth in the Settlement Agreement.

24. The Court confirms as final the appointment of the Named Plaintiff, Charles Taylor, as the Class Representative.

25. Pursuant to the terms of the Settlement Agreement, the Named Plaintiff is to be paid a "Service Award" of \$60,000 for his service to the Class in this case.

26. The proposed Service Award was set forth in the [240] Settlement Agreement filed with the Court, and in the Notice of Class Action Settlement posted on the website established by the Claims Administrator. No objection was received to payment of the proposed Service Award.

27. The Court finds that the Named Plaintiff has been the only named plaintiff for almost the entire duration of this 13-year-old case, and that he has been an active participant in this case. The Court further finds that the proposed Service Award is reasonable in light of the Named Plaintiff's singular service to the Class. The Court approves payment of the Service Award to the Named Plaintiff, as set forth in the Settlement Agreement.

28. The Court confirms as final the appointment of David A. Branch, Esq. and Alexander Hillery, II, Esq., as Class Counsel.

29. Pursuant to the terms of the Settlement Agreement, Class Counsel are to be paid, collectively, \$800,000 for their work in this case, and David Branch, Esq., is to be paid an additional \$125,000 to reimburse him for litigation expenses.

30. The proposed award of attorney's fees and the proposed payment for the reimbursement for litigation expenses was set forth in the [240] Settlement Agreement filed with the Court and in the Notice of Class Action Settlement posted on the website established by the Claims Administrator. No objection was received to either the request for attorney's fees or the request for the reimbursement of litigation expenses.

31. The Court finds that Class Counsel has been effective in its representation of the Class, and that the proposed award of attorney's fees and the proposed payment for the

reimbursement of litigation expenses is reasonable and within the range of fee awards made in comparable cases. The Court approves the attorney's fee award in the amount of \$800,000, and the expense reimbursement payment of \$125,000, as set forth in the Settlement Agreement.

32. The Court has reviewed the release provisions in the Settlement Agreement, the Claimant Release Form and the Named Plaintiff Release Form, and the Court finds the releases to be fair, reasonable, and enforceable under applicable law.

33. Upon the entry of this Order as a Final Judgment, all released Class Member claims and Named Plaintiff claims, as set forth in the Claimant Release Form, the Named Plaintiff Release Form, and Sections 12 and 13 of the Settlement Agreement, respectively, are fully, finally, and forever released, relinquished, and discharged, pursuant to the terms of the Settlement Agreement, as to all Settlement Class members who have not opted-out of the Settlement Class.

34. All claims released pursuant to the Claimant Release Form, the Named Plaintiff Release Form, and Sections 12 and 13 of the Settlement Agreement are dismissed with prejudice as to all Settlement Class members who have not opted-out of the Settlement Class.

35. Each member of the Settlement Class who has not opted-out of the Settlement Class is permanently enjoined from commencing, prosecuting, or maintaining in any court other than this Court any claim, action or other proceeding that challenges or seeks review of or relief from any order, judgment, act, decision, or ruling of this Court in connection with the Settlement Agreement.

36. Additionally, each member of the Settlement Class who has not opted-out of the Settlement Class is permanently enjoined from commencing, prosecuting, or maintaining, either directly, representatively, or in any other capacity, any claim that is subsumed within the



Settlement Agreement, including any and all race discrimination claims against the Defendant under federal, state and local laws, through December 31, 2007.

37. Thirty days after entry of this Order as a Final Judgment, the Complaint shall automatically, without further Order of this Court, be dismissed with prejudice, except that the Court shall retain continuing jurisdiction limited to enforcing the Settlement Agreement, this Order, and any further Orders of this Court.

38. Neither the Settlement Agreement, nor this Order, nor the certification of the Settlement Class, nor any communication or action by the parties in connection with the Settlement Agreement constitutes or shall be deemed to constitute an admission by the Defendant of any liability or wrongdoing whatsoever, nor shall the same constitute or be deemed to constitute a finding by this Court as to the merits or any claim or defense that was or could have been asserted in this action, or of any wrongdoing by the Defendant.

39. Neither the Settlement Agreement nor this Order is to be used as or deemed to be an admission in any action or proceeding of any fault, liability, or wrongdoing by any person or entity; and neither the Settlement Agreement, nor this Order, nor any of the negotiations or proceedings related thereto, nor any related document or communication, shall be offered or received in evidence against any person or entity in any action or proceeding as an admission, concession, presumption, or inference as to the merits of any claim or defense; provided however, that the Settlement Agreement and this Order may be received in evidence in any proceeding in this Court as may be necessary to enforce the Settlement Agreement, this Order or any future Orders of this Court.


40. The Court hereby enjoins disclosure of the documents and information discussed or exchanged during the parties' confidential settlement negotiations and mediation to any party not specified in the parties' confidentiality agreements.

41. This Order and the Settlement Agreement are binding on all members of the Class who have not opted-out of the Settlement Class.

42. This Court retains jurisdiction over this matter for purposes of resolving issues relating to the administration, implementation, and enforcement of the Settlement Agreement, this Order, and any further Orders of this Court.

**SO ORDERED.**

Dated: 3/28, 2013

  
**BARBARA JACOBS ROTHSTEIN**  
United States District Judge