

## CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

### I. Recitals.

A. Introduction. This class action settlement agreement and release (the “Settlement Agreement”) is entered into by and among Defendants Oatridge Security Group, Inc. and Cy A. Oatridge and Plaintiff Zachary Hudson, who is acting both individually and in his capacity as representative of the Classes certified in the action entitled *Zachary Hudson v. Oatridge Security Group, Inc. et al.*, King County Superior Court Case No. 18-2-23611-8 SEA (the “Action”).

B. Purpose. Plaintiff and Defendants (collectively, the “Parties”) enter into this Settlement Agreement to bring about a full, complete, and final resolution of all claims actually asserted or that could have been asserted based on the allegations in the operative complaint in the Action against Defendants by Plaintiff on behalf of the Settlement Classes through October 20, 2020. The Parties agree to settle the Action as it relates to Defendants under the provisions of this Settlement Agreement, which are set forth in detail below. Plaintiff and counsel for Plaintiff and the Classes judge the Settlement Agreement to provide fair, reasonable, and adequate relief to the Settlement Classes and to be in the best interests of the Settlement Classes.

C. Investigation and Due Diligence. The Parties have conducted extensive informal and formal discovery, investigated the facts, and analyzed the law during their respective prosecution and defense of this Action. As part of their investigations, the Parties and their counsel have: (A) interviewed and gathered testimony from numerous witnesses; (B) collected and analyzed tens of thousands of records produced by Defendants and third-parties, including electronic payroll data and other information concerning the merits and possible extent of Plaintiff’s claims and Defendants’ defenses; (C) deposed Plaintiff and Oatridge Security Group’s CR 30(b)(6) designee; and (D) amply considered and analyzed their respective claims and defenses.

D. Mediated Settlement Negotiations. The Parties engaged in settlement negotiations during a mediation held before experienced mediator Paris K. Kallas (the “Mediator”) on October 20, 2020. This mediation session resulted in the Parties’ agreement to the material terms of a settlement the same day. All of the Parties’ settlement negotiations have been conducted in good faith and at arm’s length. Through these negotiations, the Parties have reached a class action settlement of this Action that they believe to be fair, adequate, reasonable, and in the best interests of Plaintiff and the Settlement Classes. This Settlement Agreement memorializes the terms of the final settlement agreed to by the Parties as the result of the negotiations just described.

## II. Settlement Terms.

A. Definitions. In addition to the terms defined elsewhere in this Settlement Agreement, the following terms shall be applicable to the Parties' settlement:

1. The "Classes" or "Members of the Classes" shall mean the following two classes, as certified by the Court in this matter: (1) All current and former employees of Oatridge Security Group, Inc. who have worked as security officers or shift leads at the following sites in the state of Washington at any time between September 20, 2014 and October 20, 2020: Seattle Tunnel Partners (STP), North Portal, (STP) Terminal 106, Facebook – Venture General, Point Edmonds – Venture General, IGQ – Sabey Data Center, IGC – Sabey Data Center, Flatiron West, Inc. – Tacoma Trestle, Centeris Data Center, Mortenson, Esterra – Venture, and Eastside Heritage Center (excluding daytime parking services performed at the Bellevue Strawberry Festival); and (2) All current and former employees of Oatridge Security Group, Inc. who have worked as security officers or shift leads at the following sites in the city of Seattle at any time between September 20, 2014 and October 20, 2020: Seattle Tunnel Partners (STP), North Portal, (STP) Terminal 106, Facebook – Venture General, and Mortenson.
2. "Class Counsel" means Elizabeth A. Hanley and Adam J. Berger of Schroeter Goldmark & Bender and Toby J. Marshall and Eric R. Nusser of Terrell Marshall Law Group PLLC.
3. "Class Representative" means the named Plaintiff in this Action, Zachary Hudson.
4. The "Effective Date" of this Settlement Agreement shall be the later of either (1) 31 days following the Court's entry of an order granting final approval of the settlement or (2) if a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals resulting in final judicial approval of the Settlement Agreement.
5. The "Gross Settlement Fund" shall consist of the \$1,750,000 that Defendant Oatridge Security Group, Inc. has agreed to pay as consideration for this Settlement Agreement.
6. The "Initial Mailing Date" is the date that the Settlement Administrator first mails the Notices of Settlement approved by the Superior Court to all Members of the Classes.

7. The “Net Settlement Fund” shall consist of the funds remaining after the following are deducted from the Gross Settlement Fund: (1) a Court-approved Class Representative Service Award; (2) a Court-approved award for settlement administration expenses; and (3) a Court-approved award for attorneys’ fees and costs.
8. “Notice A” means the notice of this Class Action Settlement Agreement, which is to be sent to Members of the Classes who were sent notice of certification of the Classes in February 2020. Notice A shall be substantially in the form of Exhibit A hereto.
9. “Notice B” means the notice of this Class Action Settlement Agreement, which is to be sent to Members of the Classes who were not sent notice of the certification of the Classes in February 2020. Notice B shall be substantially in the form of Exhibit B hereto.
10. “Notices of Settlement” shall mean Notice A and Notice B.
11. The “Notice Deadline” is thirty (30) days after the Initial Mailing Date.
12. “Parties” means Plaintiff Zachary Hudson and Defendants Oatridge Security Group, Inc. and Cy A. Oatridge.
13. “Settlement Administrator” means ILYM Group, Inc., whose appointment is subject to the Superior Court’s approval.
14. “Settlement Awards” means the proportional amounts to be paid to Members of the Settlement Classes from the Net Settlement Fund.
15. The “Settlement Classes” or “Members of the Settlement Classes” shall include (1) the 370 Members of the Classes who did not timely opt out of the litigation following the Court’s order certifying the Classes; and (2) all newly-identified Members of the Classes who do not timely opt out of the Settlement Agreement.
16. “Text Message” means the SMS text message which is to be sent to all Members of the Classes for whom cell phone numbers are available seven (7) days after the Initial Mailing Date. The Text Message shall be substantially in the form of Exhibit C hereto.

17. The plural of any defined term includes the singular and the singular of any defined term includes the plural, as the case may be.

B. The Settlement Proceeds.

Subject to Court approval, Oatridge Security Group, Inc. agrees to pay \$1,750,000 as consideration for this Settlement Agreement. This Gross Settlement Fund shall be used to pay for the following expenditures as set forth in Section C, subject to Court approval: (a) all Settlement Awards to Members of the Settlement Classes; (b) a Class Representative Service Award; (c) all settlement administration fees and costs awarded to the Settlement Administrator; and (d) all attorneys' fees and costs awarded to Class Counsel.

Within ten (10) days of the Effective Date, Oatridge Security Group, Inc. shall pay to the Settlement Administrator the total amount of the Gross Settlement Fund.

C. Administration of the Gross Settlement Fund.

1. Payment of the Net Settlement Fund. The Settlement Administrator shall pay all Settlement Awards from the Net Settlement Fund to Members of the Settlement Classes in accordance with the following provisions.

- a. Calculation of Payments to Members of the Settlement Classes. Each Member of the Settlement Classes shall be entitled to a proportional share of the Net Settlement Fund. These proportional shares shall be based on the damage calculations of Class Counsel's expert, who analyzed the payroll and timekeeping records produced by Defendants and Paychex, Inc., which are presumed to be accurate, and calculated individual damages. Specifically, a Member's proportional share shall be the result of that Member's damages divided by the total damages of all Members of the Settlement Classes and multiplied by the Net Settlement Fund. This method for calculating Settlement Awards shall be disclosed to the Court and the Settlement Classes as part of the settlement approval process. Within ten (10) days of the Court's grant of preliminary approval of the Settlement Agreement, Class Counsel shall provide a spreadsheet, in Microsoft Excel format, to Defendants and the Settlement Administrator with estimated Settlement Awards for each Member of the Classes. Within ten (10) days of the Court's grant of final approval of the Settlement Agreement, Class Counsel shall provide a spreadsheet to Defendants and the Settlement Administrator with final Settlement Awards for each Member of the Settlement Classes. Class Counsel shall use all reasonable efforts to ensure the accuracy of these calculations.

- b. Allocation and Disbursement of Settlement Awards. Each Settlement Award to a Member of the Settlement Classes shall be treated as fifty (50) percent for back wages (the “Wage Award”) and fifty (50) percent for exemplary damages and pre-judgment interest (the “Non-Wage Award”).
  - c. Award Payments to Members of the Settlement Classes. Within twenty-one (21) days of receiving the Gross Settlement Fund payment, the Settlement Administrator shall issue directly to each Member of the Settlement Classes a check paid from the Net Settlement Fund that equals the Member’s share of the Net Settlement Fund in accordance with Section II.C.1.a. This check shall reflect the total Wage Award owed to the Member, less normal employee payroll tax withholdings, and the total Non-Wage Award owed to the Member, without any payroll tax deductions.
  - d. Taxation of Wage Awards. Wage Awards are subject to normal employee payroll tax withholdings. For any distribution of Net Settlement Funds, the Settlement Administrator shall deduct each Member of the Settlement Classes’ share of payroll taxes from the Member’s Wage Award and shall report and remit that amount to the appropriate taxing authorities at the appropriate time. The Parties shall cooperate with and assist the Settlement Administrator as may be reasonably necessary in conjunction with the Settlement Administrator’s calculations, withholdings, issuance, distribution, and reporting of Settlement Award checks and related taxes. The Settlement Administrator and the Parties shall cooperate and coordinate with each other with respect to the calculation, reporting, and payment of all payroll taxes and withholdings in accordance with all applicable laws and requirements of government taxing authorities.
  - e. Tax Reporting. For each tax year in which distributions are made, the Settlement Administrator shall report the Wage Award amounts distributed on IRS Forms W-2 and shall report all other amounts on IRS Forms 1099-MISC.
2. Class Representative Service Award. A portion of the Gross Settlement Fund is intended to pay for a Service Award to Plaintiff for his service as Class Representative. Class Counsel will ask the Court to approve a Service Award of \$5,000 to Plaintiff to be paid from the Gross Settlement Fund. If the Court awards anything less than \$5,000 in relation to the

Service Award request, the difference between the amount requested and the amount awarded to Plaintiff shall be treated as part of the Net Settlement Fund. Any Court-approved Service Award shall be treated as a non-wage payment. The approval of the Settlement Agreement is not contingent on the Court approving the requested Service Award. The Settlement Administrator shall pay any Court-approved Service Award within ten (10) days of receiving the Gross Settlement Fund.

3. Settlement Administration Fees and Costs. Class Counsel will ask the Court to approve payment of settlement administration expenses from the Gross Settlement Fund. If the Court awards anything less than the amount requested, the difference between the amount requested and the amount awarded to the Settlement Administrator shall be treated as part of the Net Settlement Fund.
4. Attorneys' Fees and Costs. Class Counsel will ask the Court to approve an award of attorneys' fees to Class Counsel in an amount of up to 30 percent of the Gross Settlement Fund as well as reimbursement of expenses. If the Court awards anything less than the amounts requested, the difference between the amounts requested and the amounts awarded to Class Counsel shall be treated as part of the Net Settlement Fund. The approval of this Settlement Agreement is not contingent on the Court approving the amount requested for attorneys' fees. The Settlement Administrator shall pay all Court-approved attorneys' fees and costs awards within ten (10) days of receiving the Gross Settlement Fund.
5. Employer-side Taxes. After accounting for any Court-approved Service Award, settlement administration fees and costs, and attorneys' fees and costs awards as well as the allocation of the Net Settlement Fund as wages and non-wages, the Settlement Administrator shall determine the total amount of employer-side taxes to be paid in relation to the Wage Awards from the Net Settlement Fund and shall inform the Parties of that total. Oatridge Security Group, Inc. shall pay the total amount of employer-side taxes to the Settlement Administrator within ten (10) days of the Administrator's request, and this payment shall be in addition to the Gross Settlement Fund. At the appropriate time, the Settlement Administrator shall promptly report the total amount of employer-side taxes and any other customary withholdings to the relevant taxing authorities. The Settlement Administrator and Parties shall cooperate and coordinate with each other with respect to the calculation, reporting, and payment of all employer-side taxes and withholdings in accordance with all applicable laws and requirements of government taxing authorities.

6. Disbursement of Residual Funds/Cy Pres. Members of the Settlement Classes shall have one hundred eighty (180) days from the initial date on which the Settlement Administrator mails the Settlement Award checks to cash those checks. After that time, the funds associated with any uncashed checks shall be deemed abandoned and thus become residual funds ("Residual Funds"). Fifty (50) percent of any Residual Funds will be paid to the Legal Foundation of Washington with the remaining fifty (50) percent paid to the Fair Work Center as *cy pres* beneficiaries.
7. No Reversion. There shall be no reversion to Defendants of any portion of the Gross or Net Settlement Funds.

D. Oatridge Security Group, Inc. Policies and Practices.

Defendants shall make reasonable changes to the policies and practices at Oatridge Security Group, Inc. to ensure compliance with Washington law, including but not limited to the following:

1. Defendants shall require employees of Oatridge Security Group, Inc. to record rest and meal break time so there is a record of all breaks taken.
2. Defendants shall establish a system that provides compensation to employees of Oatridge Security Group, Inc. for all missed rest and meal breaks.
3. Defendants shall train employees of Oatridge Security Group, Inc. on the prohibition against off-the-clock work and will regularly remind employees that Oatridge Security Group, Inc. expects them to be clocked in whenever work is performed.

E. Notice of Settlement to Members of the Classes.

1. The Parties agree to request approval of the forms of notice attached hereto as Exhibit A ("Notice A") and Exhibit B ("Notice B"). The fact that the Court may require changes in the forms of notice does not invalidate this Settlement Agreement if the changes do not materially affect the substance of the Settlement Agreement.
2. Subject to the Superior Court's approval, notice of the settlement shall be provided using the following procedures:
  - a. Within twenty-one (21) days of the Court's order granting preliminary approval and ordering notice be given, the Settlement

Administrator shall issue notice to all Members of the Classes via U.S. Mail and email in the form and manner approved by the Court. The date on which this notice is sent shall be deemed the "Initial Mailing Date."

- b. Before issuing notice, the Settlement Administrator shall verify the accuracy of Members' addresses using the National Change of Address database or a similar service.
- c. Notice A shall be sent to Members of the Classes who were sent notice of the certification of the Classes in February 2020.
- d. Notice B shall be sent to Members of the Classes who were not sent notice of the certification of the Classes in February 2020. Notice B shall provide that Members of the Classes may exclude themselves from the settlement by submitting a written request which must be postmarked or received by the Settlement Administrator by the Notice Deadline.
- e. Both Notice A and Notice B shall provide that each Member of the Classes need not take any action in order to receive a Settlement Award.
- f. If any notices are returned as undeliverable, the Settlement Administrator shall:
  - i. Utilize additional skip-tracing resources to search for updated mailing addresses and, if any are found, re-mail such notices to the Members of the Classes.
  - ii. Provide Class Counsel a weekly update of all notices that have been returned as undeliverable, the address to which the undeliverable notice was initially mailed, whether the notice has been re-mailed to a different address, and the address to which the notice was re-mailed.
- g. The Settlement Administrator shall maintain a website with Notices of Settlement, key documents (e.g., Plaintiff's Class Action Complaint, Defendants' Answer, this Class Action Settlement Agreement and Release, and the Court's Order granting preliminary approval of the Settlement Agreement), and other relevant information.



- h. The Settlement Administrator shall send the Text Message to all Members of the Classes for whom cell phone numbers are available seven (7) days after the Initial Mailing Date. The Text Message shall state that the recipient has been identified as a Member of the Classes and may be entitled to receive benefits under the settlement, that the Member should have received a Notice, and shall include a link to the Settlement Administrator's website Notice, which shall include a copy of the Notices.
3. No later than thirty-five (35) days after the Initial Mailing Date, the Settlement Administrator shall notify Class Counsel and defense counsel of all individuals who have submitted valid exclusion requests. If the Settlement Administrator receives an objection to the Settlement Agreement from any Member of the Settlement Classes, the Settlement Administrator shall notify Class Counsel and defense counsel about the objection within two (2) business days of receiving the objection.

F. Objections to the Settlement Agreement.

1. The Notices of Settlement sent to Members of the Classes shall inform them of the right to object to this Settlement Agreement. If a Member of the Settlement Classes wishes to have the Court consider such an objection, that Member of the Settlement Classes must mail to the Settlement Administrator a written objection, along with any supporting documentation that the person wishes the Court to consider, by no later than the Notice Deadline. If such objection is submitted and overruled by the Court, the objecting Member of the Settlement Classes shall remain fully bound by the terms of this Settlement Agreement so long as it is granted final approval by the Court.
2. The Parties shall file any responses to objections with the Court no later than forty (40) days after the Initial Mailing Date.
3. Any Member of the Settlement Classes who does not appear individually or through counsel and who does not challenge or comment upon the fairness and adequacy of this Settlement Agreement or Class Counsel's petition for attorneys' fees and expenses shall waive and forfeit any and all rights to appear separately or object. All Members of the Settlement Classes shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders, and judgments in this Action.

**III. Release of Claims.**

As of the Effective Date of this Settlement Agreement, all Members of the Settlement Classes, including Plaintiff, shall fully and finally release all claims that have been or could have been brought against all Defendants named in the Action (as well as their respective predecessors, successors, assigns, affiliated companies, and/or heirs) based on the facts asserted in Plaintiff's Class Action Complaint, filed on September 20, 2018 (the "Release"). The scope of this Release shall be from September 20, 2014 to October 20, 2020. This Release specifically includes, but is not limited to, any claims for unpaid wages, exemplary damages, interest, fees, costs, attorneys' fees, and all other claims made in the Action or that could have been made in the Action based on the allegations in Plaintiff's Class Action Complaint.

**IV. Encouragement of Members of the Classes.**

The Parties to this Settlement Agreement and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Member of the Classes to exclude himself or herself from this Settlement Agreement (opt out) or to object to it. Class Counsel may, however, respond to inquiries from Members of the Classes. Class Counsel, counsel for Defendants, and Defendants represent, through their signatures below, that they have not taken any action before signing this Settlement Agreement and will not take any action that would encourage any Member of the Classes to exclude himself or herself from this Settlement Agreement, or to object to it.

**V. Preliminary and Final Approval Procedures.**

A. No later than fourteen (14) days after the execution of this Settlement Agreement, Class Counsel shall file a motion with the Court for a preliminary order approving the Settlement Agreement.

B. The final approval hearing will be held on such date as the Court, in its discretion, may order.

C. No later than sixteen (16) days after the Initial Mailing Date, Class Counsel shall file a motion requesting that the Court grant final approval of the Settlement Agreement, including payment of attorneys' fees and expenses.

D. In the event this Settlement Agreement is not given final approval in all material respects, the Settlement Agreement shall become null and void. The Parties agree that in such a case, the Parties shall be restored to their respective positions before entering into mediation and no Party shall be bound by any of the terms of the Settlement Agreement.

**VI. Final Approval Order.**

The Parties shall use their best efforts to secure the Court's issuance of a Final Approval Order. The Final Approval Order shall, among other things:

A. Approve the Settlement Agreement as fair, adequate, and reasonable, and consistent and in compliance with the applicable provisions of the law; direct the Parties and their counsel to implement and consummate this Settlement Agreement according to its terms and provisions; and declare this Settlement Agreement to be binding on, and have res judicata and effect in all pending and future lawsuits or other proceedings encompassed by the Release set forth in Section III of this Settlement Agreement;

B. Find that notice substantially in the forms of Exhibit A and Exhibit B and the notice procedure implemented pursuant to this Settlement Agreement: (i) constitute the best practicable notice; (ii) constitute notice that is reasonably calculated, under the circumstances, to inform Members of the Classes of their right to object to the proposed Settlement Agreement, to exclude themselves (for those receiving Notice B), and to appear at the Final Approval Hearing; (iii) are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of Washington's Rules of Civil Procedure and Due Process;

C. Dismiss the Action on the merits and with prejudice with respect to Defendants, without fees or costs to any party except as provided in this Settlement Agreement;

D. Incorporate the Release set forth in Section III;

E. Without affecting the finality of the Final Approval Order and Judgment for the purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of this Settlement Agreement and the Final Approval Order, and for any other necessary purpose; and

F. Incorporate any other provisions as the Court deems necessary and just.

**VII. Miscellaneous Provisions.**

A. No Admission of Wrongdoing. Defendants expressly deny Plaintiff's allegations and expressly deny any wrongdoing and/or any liability to any person, and the Parties hereto acknowledge that the execution of this Settlement Agreement and the consummation of the transactions contemplated herein do not constitute any admission of wrongdoing or liability by any Party under state or federal law, whether or not such claims have been pled in the instant action.

B. Continuing Jurisdiction. King County Superior Court shall have continuing jurisdiction over this Action for the purpose of implementing this Settlement Agreement and all related matters, including preliminary approval of the Settlement Agreement, final approval of the Settlement Agreement, entry of final judgment as to Defendants, and any post-judgment issues.

C. Reasonable Best Efforts. The Parties agree to undertake their reasonable best efforts, including, without limitation, all efforts contemplated herein, to carry out the terms of this Settlement Agreement. In addition to the documents and other matters specifically referenced in the Settlement Agreement, the Parties agree to execute and/or deliver, or cause to be executed and/or delivered, such other documents and/or other materials necessary to carry out the terms and conditions of this Settlement Agreement, as may be reasonably necessary to effect the obligations contemplated by the Settlement Agreement.

D. Amendments/Modifications. Subject to any power of the Court to order a modification, this Settlement Agreement may be amended or modified only by a written instrument signed by each of the Parties and their respective counsel of record. Amendments and modifications may be made without notice to the Settlement Classes unless notice is required by law or by the Court.

E. Construction. The terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties. This Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its counsel participated in the drafting of this Settlement Agreement.

F. Counterparts. This Settlement Agreement may be executed in counterparts and by facsimile, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

G. Tax Consequences. No opinions concerning the tax consequences of the proposed Settlement to individual Members of the Settlement Classes are given by Defendants, Plaintiffs, or Class Counsel, nor are any representations in this regard made by virtue of this Settlement Agreement. The tax obligations of each Member of the Settlement Classes, if any, and the determination thereof, are the sole responsibility of the Member of the Settlement Classes, and the tax consequences, if any, depend on the particular circumstances of each individual Member of the Settlement Classes.

H. Governing Law. This Settlement Agreement shall be governed by, and interpreted according to, the law of the State of Washington without regard to its choice of law provisions.

I. Parties Bound. This Settlement Agreement shall be binding upon and inure to the benefit of Plaintiff, the Members of the Settlement Classes, and Defendants, and the respective heirs, successors, and assigns of each of the foregoing.

J. No Evidence. In no event shall this Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a proceeding to enforce this Settlement Agreement or the relief provided herein. Further, neither this Settlement Agreement nor any related negotiations, statements, or proceedings shall be construed as, offered as, used as, or deemed to be evidence or an admission or concession by any person of any matter, including but not limited to any liability or wrongdoing on the part of Defendants or as a waiver by them of any applicable defense.

K. Production of Additional Information and Records. Defendants agree to provide any information or records necessary to effectuate the Settlement Agreement, including but not limited to any outstanding timekeeping or payroll information, contact information, social security number, or other related data for each Member of the Classes. The production of this information shall be subject to the confidentiality agreement entered into by counsel for the Parties in the Action. Class Counsel and the Settlement Administrator shall use the information solely for the purposes of administering the settlement of this Action.

L. Number of Members of the Classes. Defendants represent that to the best of their knowledge, the number of Members of the Classes who worked during the period from September 20, 2014 to October 20, 2020, is no more than 393. Defendants agree this representation is material to Plaintiff's decision to settle the claims of the Classes on the terms set forth in this Settlement Agreement.

M. Calculation of Time. All time listed in this Settlement Agreement is in calendar days unless otherwise noted. 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.

N. Waiver. The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether before or after, or contemporaneous with, this Settlement Agreement.

O. Authority. Each individual signing this Settlement Agreement represents and warrants that he or she has the authority to sign on behalf of the person or entity for which that individual signs.

THE PARTIES HEREBY AGREE TO THE ABOVE SETTLEMENT AGREEMENT BY THE FOLLOWING SIGNATURES:

Plaintiff:

Date: \_\_\_\_\_

\_\_\_\_\_  
Zachary Hudson

Defendants:

Date: 11-24-2020

*Cy A. Oatridge*  
Oatridge Security Group, Inc.

Date: 11-24-2020

*Cy A. Oatridge*  
Cy A. Oatridge

Approved as to form:

Date: 11.25.2020

*Toby J. Marshall*  
Toby J. Marshall  
TERRELL MARSHALL LAW GROUP PLLC  
Counsel for Plaintiff

Date: 11/30/2020

*Elizabeth A. Hanley*  
Elizabeth A. Hanley  
SCHROETER GOLDMARK & BENDER  
Counsel for Plaintiff


Date: 11-24-20

*Stephanie Bloomfield*  
Stephanie Bloomfield  
GORDON THOMAS HONEYWELL LLP  
Counsel for Defendants

THE PARTIES HEREBY AGREE TO THE ABOVE SETTLEMENT AGREEMENT BY THE FOLLOWING SIGNATURES:

Plaintiff:

Date: 11-30-2020

  
\_\_\_\_\_  
Zachary Hudson

Defendants:

Date: \_\_\_\_\_

\_\_\_\_\_  
Oatridge Security Group, Inc.

Date: \_\_\_\_\_

\_\_\_\_\_  
Cy A. Oatridge

Approved as to form:

Date: \_\_\_\_\_

\_\_\_\_\_  
Toby J. Marshall  
TERRELL MARSHALL LAW GROUP PLLC  
Counsel for Plaintiff

Date: \_\_\_\_\_

\_\_\_\_\_  
Elizabeth A. Hanley  
SCHROETER GOLDMARK & BENDER  
Counsel for Plaintiff

Date: \_\_\_\_\_

\_\_\_\_\_  
Stephanie Bloomfield  
GORDON THOMAS HONEYWELL LLP  
Counsel for Defendants

**EXHIBIT A**  
**(Notice A)**



SUPERIOR COURT OF THE STATE OF WASHINGTON COUNTY OF KING  
*Zachary Hudson v. Oatridge Security Group, Inc. et al.*,  
Civil Case No. 18-2-23611-8 SEA

**You may be entitled to benefits under a class action settlement  
if you worked for Oatridge Security Group, Inc. as a security  
officer or shift lead at one of the included sites at any time  
between September 20, 2014 and October 20, 2020.**

***\*\*\*This is a court-ordered notice. This is not a solicitation from a lawyer.\*\*\****

- Former employee Zachary Hudson (referred to as “Plaintiff” or “Class Representative”) has sued Oatridge Security Group, Inc. and Cy A. Oatridge (collectively referred to as “Defendants”) based on alleged violations of Washington state wage and hour laws.
- Plaintiff represents all individuals who were employed in Washington state as security officers or shift leads at the following sites:
  - Seattle Tunnel Partners (STP)
  - North Portal (STP)
  - Terminal 106 (STP)
  - Facebook – Venture General;
  - Point Edmonds – Venture General;
  - IGQ – Sabey Data Center
  - IGC – Sabey Data Center
  - Flatiron West, Inc. – Tacoma Trestle
  - Centeris Data Center
  - Mortenson (Key Arena)
  - Esterra – Venture
  - Eastside Heritage Center (Bellevue Strawberry Festival, excluding daytime parking services performed at the festival)

Those people are referred to as “the Class” or “Class Members.”

- Plaintiff also represents all individuals who worked as security officers or shift leads at the following sites in the city of Seattle:
  - Seattle Tunnel Partners (STP)
  - North Portal (STP)
  - Terminal 106 (STP)
  - Facebook – Venture General
  - Mortenson (Key Arena)

Those people are referred to as “the Subclass” or “Subclass Members.”

- People who are part of both the Class and Subclass are collectively referred to as “the Classes” or “Members of the Classes.”
- The Court presiding over this case has issued a preliminary order approving a settlement that covers the Plaintiff and Members of the Classes in this case. The Court will decide whether the proposed settlement should be approved.
- Defendant Oatridge Security, Inc. (“Oatridge Security”) has agreed to pay \$1.75 million to settle this action with the Classes.

- Your legal rights are affected whether you act or don't act. Please read this notice carefully.
- As part of the proposed settlement, Defendants do not admit to any wrongdoing and continue to deny the allegations in Plaintiff's complaint.
- Listed below is the estimated gross amount of your share of the Settlement Fund before taxes. (The final amount may be different.)

<b>Your Estimated Gross Recovery from Settlement</b>
\$,***.**

- The Court, Defendants, Settlement Administrator, and Class Counsel cannot provide tax advice regarding your estimated amount. You should consult with a tax professional regarding the tax consequences of any amount received.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	<p>Receive settlement payment. Give up certain rights.</p> <p>By doing nothing, you will receive a settlement payment if you meet the definition of one or both of the Settlement Classes and the settlement is finally approved by the Court. In exchange, you will be bound by the Settlement, including the Release of Claims (see Section 5 below).</p>
<b>OBJECT</b>	<p>Challenge the settlement terms.</p> <p>If you don't like the settlement or don't want it to be approved, you may object and tell the Court why. If the Court approves the settlement despite your objection, you will still be bound by the settlement. If you request exclusion from the settlement, you cannot also object to it.</p>
<b>GO TO THE HEARING</b>	<p>Attend the final approval hearing.</p> <p>You may attend the final approval hearing in Court on this matter and speak about the fairness of the class action settlement.</p>

## BASIC INFORMATION

### 1. Why did I get this notice?

Defendants' records show that you worked for Oatridge Security at one or more of the sites included in the Classes during the class period (between September 20, 2014 and October 20, 2020), which may make you eligible to receive benefits under the settlement.

### 2. What is this lawsuit about?

Plaintiff claims Defendants violated certain Washington state wage and hour and break laws. Defendants deny the claims and deny that they have violated any laws.

### 3. Why is there a settlement?

The Court did not decide in any party's favor. Instead, both sides agreed to a settlement. This allows the parties to avoid the cost of a trial, and the people affected will be entitled to compensation. The Class Representative and his attorneys think the settlement is best for all Members of the Classes under the circumstances. Defendants have not admitted fault or that they violated any laws, but they and their attorneys agree that a settlement is in all parties' best interests.

### 4. What claims are resolved by the settlement?

The settlement will resolve all claims and allegations made on behalf of the Members of the Classes against Defendants in the complaint filed in the lawsuit regarding Defendants' alleged violation of Washington laws related to compensation for security officers and shift leads, including the following claims:

- Failure to provide security officers and shift leads with rest breaks and to ensure those breaks were taken;
- Failure to provide security officers and shift leads with meal breaks and to ensure those breaks were taken;
- Failure to pay security officers and shift leads for all hours worked; and
- Failure to pay security officers and shift leads properly for overtime hours worked.

The settlement will resolve alleged violations occurring from September 20, 2014 to October 20, 2020.

## 5. What are the basic terms of the settlement?

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

Gross Settlement Fund: The settlement requires Oatridge Security, Inc. to pay a total of \$1.75 million to establish a Gross Settlement Fund. Under the settlement, at least [XXXX] will be distributed to the Members of the Settlement Classes as compensation for releasing the claims resolved by the settlement as described above. This compensation is a substantial portion of the wages allegedly owed to Members of the Classes as calculated by Class Counsel and their expert based on records provided by Defendants and their payroll services provider.

Settlement Administrator: The settlement requires ILYM Group, Inc. to act as and effectuate the duties of the Settlement Administrator in accordance with the Settlement Agreement. Plaintiff will ask the Court to approve the payment of fees, costs, and other charges imposed by the Settlement Administrator from the Gross Settlement Fund in an amount not to exceed \$12,000.

Class Representative Service Award: Class Counsel will ask the Court to approve a service award of \$5,000 to the Class Representative to compensate him for his time and effort in pursuing this case on behalf of other security officers and shift leads. If approved, the Service Award will be paid from the Gross Settlement Fund.

Attorneys' Fees and Costs: Class Counsel have been working on this case for more than two years but have not received any fees or reimbursements for the costs of the lawsuit. Plaintiff will ask the Court to approve payment from the Gross Settlement Fund to Class Counsel to reimburse them for out-of-pocket litigation costs of up to \$[ ] and to compensate them for their reasonable attorneys' fees in an amount of up to 30 percent of the Gross Settlement Fund.

Distribution of the Settlement Fund: The Settlement Administrator, [Settlement Administrator], will make payments directly to Members of the Settlement Classes. If you have recently moved, plan to move within the next 90 days, or move before you have received all payments owed to you, please contact the Settlement Administrator to provide an updated address. Contact information is provided in Section 12 below.

Tax Treatment of Settlement Payments: Half (50%) of each settlement share paid to each Member of the Settlement Classes will be treated and reported to government taxing authorities as wages and subject to normal employee-side payroll tax withholdings and payments. Half (50%) of each settlement share paid to each Member of the Settlement Classes will be treated and reported to government taxing authorities as non-wage damages and interest on which there will be no tax withholding but which will still be considered taxable income.

Release of Claims: Upon final approval by the Court, Members of the Settlement Classes will dismiss the lawsuit and release Defendants from all claims that were or could have been

brought against them based on the allegations asserted in the complaint filed in this lawsuit. This releases Defendants from liability related to any claims for unpaid wages, exemplary damages, interest, fees, costs, attorneys' fees, and all other claims made in this lawsuit or that could have been made in this lawsuit for events occurring between September 20, 2014 and October 20, 2020.

For a full copy of the Settlement Agreement, please visit: [\[Settlement Website URL\]](#).

Dismissal of the Action: Upon final approval of the settlement, the Court will dismiss the lawsuit with prejudice but will retain jurisdiction to enforce the terms of the settlement.

## **6. How can I get a payment?**

Each Member of the Settlement Classes will automatically receive a settlement payment. Settlement payments will be proportional and will depend on (1) the number of hours you worked for Oatridge Security and (2) Class Counsel's expert's calculation of the damages. Payments will be mailed to you at your address on record. If you move before you have received all payments owed to you, please provide the Settlement Administrator with an updated address. Contact information is provided in Section 12 below.

## **7. When will I get my payment?**

The Court will hold a hearing on [\[Date\]](#), to decide whether to approve the settlement. If the Court approves the settlement, the parties will then have to wait to see whether there is an appeal. This will take at least thirty (30) days and, if there is an appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal's progress will be posted at [\[Settlement Website URL\]](#). If there is no appeal, Class Counsel expect the first payment to go out within seventy-five (75) days of the Court's approval of the settlement.

## **8. Do I have a lawyer in this case?**

The Court has decided that lawyers from Terrell Marshall Law Group PLLC and Schroeter Goldmark & Bender are qualified to represent you and all Class Members and has approved them to do so. Together the lawyers are called "Class Counsel." You will not be separately charged for these lawyers; they will be compensated for their time and reimbursed for their costs out of the Gross Settlement Fund in whatever amounts are approved by the Court. If you want your own lawyer, you may hire one at your own expense.

## **9. What can I do if I don't like the settlement?**

If you don't like the settlement, you can choose to object.

### How to Object to the Settlement:

If you wish to object, you must send a written letter to the Settlement Administrator at the address provided below. The letter must include your name, current address, telephone number, and the name of the case, *Zachary Hudson v. Oatridge Security Group, Inc. et al.*, Civil Case No. 18-2-23611-8 SEA. It must also state the reasons why you think the Court should not approve the settlement and include any supporting documentation that you wish the Court to consider. The objection must be signed by you and postmarked no later than **[30 days after the Initial Mailing Date]**. If the settlement is approved, you will still receive a payment under the settlement.

The Settlement Administrator is **[Settlement Administrator]**. Objections must be mailed to:

**[NAME]**  
**[ADDRESS 1]**  
**[ADDRESS 2]**

### **10. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Fairness Hearing at **[Time]** on **[Date]**, in the courtroom of:

The Honorable Catherine Shaffer  
King County Superior Court, Department 11, Courtroom W-829  
516 3rd Ave.  
Seattle, WA 98104

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You do not have to attend the hearing.

Please note that depending on conditions and closures at the courthouse related to COVID-19, the Court may hold the Fairness Hearing via telephone or videoconference. Please check the settlement website for additional information before the date of the hearing.

### **11. How do I get more information?**

More details and a full copy of the Settlement Agreement are available in the Important Documents section of this website: **[Settlement Website URL]**. You will also find certain filings made in the lawsuit, including Plaintiff's motion for final approval of the Settlement Agreement, which will be available on **[16 days after Initial Mailing]**. This motion will include Class Counsel's request for settlement administration expenses, a service award for the named Plaintiff, and attorneys' fees and costs.

You may also get more information by contacting Class Counsel.

**The lawyers representing the Class are:**

Toby J. Marshall  
Eric R. Nusser  
TERRELL MARSHALL LAW GROUP PLLC  
936 North 34th Street, Suite 300  
Seattle, Washington 98103  
(855) 349-7023  
tmlg@terrellmarshall.com

Elizabeth A. Hanley  
Adam J. Berger  
SCHROETER GOLDMARK & BENDER  
810 Third Avenue, Suite 500  
Seattle, Washington 98104  
(206) 622-8000  
[user]@sgb-law.com

**12. What is the contact information for the Settlement Administrator?**

[NAME]  
[ADDRESS 1]  
[ADDRESS 2]

**EXHIBIT B**  
**(Notice B)**



SUPERIOR COURT OF THE STATE OF WASHINGTON COUNTY OF KING  
*Zachary Hudson v. Oatridge Security Group, Inc. et al.*,  
Civil Case No. 18-2-23611-8 SEA

**You may be entitled to benefits under a class action settlement  
if you worked for Oatridge Security Group, Inc. as a security  
officer or shift lead at one of the included sites at any time  
between September 20, 2014 and October 20, 2020.**

***\*\*\*This is a court-ordered notice. This is not a solicitation from a lawyer.\*\*\****

- Former employee Zachary Hudson (referred to as “Plaintiff” or “Class Representative”) has sued Oatridge Security Group, Inc. and Cy A. Oatridge (collectively referred to as “Defendants”) based on alleged violations of Washington state wage and hour laws.
- Plaintiff represents all individuals who were employed in Washington state as security officers or shift leads at the following sites:
  - Seattle Tunnel Partners (STP)
  - North Portal (STP)
  - Terminal 106 (STP)
  - Facebook – Venture General;
  - Point Edmonds – Venture General;
  - IGQ – Sabey Data Center
  - IGC – Sabey Data Center
  - Flatiron West, Inc. – Tacoma Trestle
  - Centeris Data Center
  - Mortenson (Key Arena)
  - Esterra – Venture
  - Eastside Heritage Center (Bellevue Strawberry Festival, excluding daytime parking services performed at the festival)

Those people are referred to as “the Class” or “Class Members.”

- Plaintiff also represents all individuals who worked as security officers or shift leads at the following sites in the city of Seattle:
  - Seattle Tunnel Partners (STP)
  - North Portal (STP)
  - Terminal 106 (STP)
  - Facebook – Venture General
  - Mortenson (Key Arena)

Those people are referred to as “the Subclass” or “Subclass Members.”

- People who are part of both the Class and Subclass are collectively referred to as “the Classes” or “Members of the Classes.”
- The Court presiding over this case has issued a preliminary order approving a settlement that covers the Plaintiff and Members of the Classes in this case. The Court will decide whether the proposed settlement should be approved.
- Defendant Oatridge Security, Inc. (“Oatridge Security”) has agreed to pay \$1.75 million to settle this action with the Classes.

- Your legal rights are affected whether you act or don't act. Please read this notice carefully.
- As part of the proposed settlement, Defendants do not admit to any wrongdoing and continue to deny the allegations in Plaintiff's complaint.
- Listed below is the estimated gross amount of your share of the Settlement Fund before taxes. (The final amount may be different.)

<b>Your Estimated Gross Recovery from Settlement</b>
\$,***.**

- The Court, Defendants, Settlement Administrator, and Class Counsel cannot provide tax advice regarding your estimated amount. You should consult with a tax professional regarding the tax consequences of any amount received.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	<p>Stay in the classes. Receive settlement payment. Give up certain rights.</p> <p>By doing nothing, you will receive a settlement payment if you meet the definition of one or both of the Settlement Classes and the settlement is finally approved by the Court. In exchange, you will be bound by the Settlement, including the Release of Claims (see Section 5 below).</p>
<b>ASK TO BE EXCLUDED</b>	<p>Get out of the classes. Get no payment from the settlement. Keep rights.</p> <p>If you ask to be excluded (or "opt out") of the Settlement Classes, you will not receive any share of the settlement proceeds, and you will not be bound by the settlement (including the Release of Claims).</p>
<b>OBJECT</b>	<p>Challenge the settlement terms.</p> <p>If you don't like the settlement or don't want it to be approved, you may object and tell the Court why. If the Court approves the settlement despite your objection, you will still be bound by the settlement. If you request exclusion from the settlement, you cannot also object to it.</p>
<b>GO TO THE HEARING</b>	<p>Attend the final approval hearing.</p> <p>You may attend the final approval hearing in Court on this matter and speak about the fairness of the class action settlement.</p>

## BASIC INFORMATION

### 1. Why did I get this notice?

Defendants' records show that you worked for Oatridge Security at one or more of the sites included in the Classes during the class period (between September 20, 2014 and October 20, 2020), which may make you eligible to receive benefits under the settlement.

### 2. What is this lawsuit about?

Plaintiff claims Defendants violated certain Washington state wage and hour and break laws. Defendants deny the claims and deny that they have violated any laws.

### 3. Why is there a settlement?

The Court did not decide in any party's favor. Instead, both sides agreed to a settlement. This allows the parties to avoid the cost of a trial, and the people affected will be entitled to compensation. The Class Representative and his attorneys think the settlement is best for all Members of the Classes under the circumstances. Defendants have not admitted fault or that they violated any laws, but they and their attorneys agree that a settlement is in all parties' best interests.

### 4. What claims are resolved by the settlement?

The settlement will resolve all claims and allegations made on behalf of the Members of the Classes against Defendants in the complaint filed in the lawsuit regarding Defendants' alleged violation of Washington laws related to compensation for security officers and shift leads, including the following claims:

- Failure to provide security officers and shift leads with rest breaks and to ensure those breaks were taken;
- Failure to provide security officers and shift leads with meal breaks and to ensure those breaks were taken;
- Failure to pay security officers and shift leads for all hours worked; and
- Failure to pay security officers and shift leads properly for overtime hours worked.

The settlement will resolve alleged violations occurring from September 20, 2014 to October 20, 2020.

## 5. What are the basic terms of the settlement?

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

Gross Settlement Fund: The settlement requires Oatridge Security, Inc. to pay a total of \$1.75 million to establish a Gross Settlement Fund. Under the settlement, at least [\$XXX] will be distributed to the Members of the Settlement Classes as compensation for releasing the claims resolved by the settlement as described above. This compensation is a substantial portion of the wages allegedly owed to Members of the Classes as calculated by Class Counsel and their expert based on records provided by Defendants and their payroll services provider.

Settlement Administrator: The settlement requires ILYM Group, Inc. to act as and effectuate the duties of the Settlement Administrator in accordance with the Settlement Agreement. Plaintiff will ask the Court to approve the payment of fees, costs, and other charges imposed by the Settlement Administrator from the Gross Settlement Fund in an amount not to exceed \$12,000.

Class Representative Service Award: Class Counsel will ask the Court to approve a service award of \$5,000 to the Class Representative to compensate him for his time and effort in pursuing this case on behalf of other security officers and shift leads. If approved, the Service Award will be paid from the Gross Settlement Fund.

Attorneys' Fees and Costs: Class Counsel have been working on this case for more than two years but have not received any fees or reimbursements for the costs of the lawsuit. Plaintiff will ask the Court to approve payment from the Gross Settlement Fund to Class Counsel to reimburse them for out-of-pocket litigation costs of up to \$[ ] and to compensate them for their reasonable attorneys' fees in an amount of up to 30 percent of the Gross Settlement Fund.

Distribution of the Settlement Fund: The Settlement Administrator, [Settlement Administrator], will make payments directly to Members of the Settlement Classes. If you have recently moved, plan to move within the next 90 days, or move before you have received all payments owed to you, please contact the Settlement Administrator to provide an updated address. Contact information is provided in Section 12 below.

Tax Treatment of Settlement Payments: Half (50%) of each settlement share paid to each Member of the Settlement Classes will be treated and reported to government taxing authorities as wages and subject to normal employee-side payroll tax withholdings and payments. Half (50%) of each settlement share paid to each Member of the Settlement Classes will be treated and reported to government taxing authorities as non-wage damages and interest on which there will be no tax withholding but which will still be considered taxable income.

Release of Claims: Upon final approval by the Court, Members of the Settlement Classes will dismiss the lawsuit and release Defendants from all claims that were or could have been

brought against them based on the allegations asserted in the complaint filed in this lawsuit. This releases Defendants from liability related to any claims for unpaid wages, exemplary damages, interest, fees, costs, attorneys' fees, and all other claims made in this lawsuit or that could have been made in this lawsuit for events occurring between September 20, 2014 and October 20, 2020.

For a full copy of the Settlement Agreement, please visit: [[Settlement Website URL](#)].

Dismissal of the Action: Upon final approval of the settlement, the Court will dismiss the lawsuit with prejudice but will retain jurisdiction to enforce the terms of the settlement.

## 6. How can I get a payment?

Each Member of the Settlement Classes who does not submit a valid and timely request for exclusion will automatically receive a settlement payment. Settlement payments will be proportional and will depend on (1) the number of hours you worked for Oatridge Security and (2) Class Counsel's expert's calculation of the damages. Payments will be mailed to you at your address on record. If you move before you have received all payments owed to you, please provide the Settlement Administrator with an updated address. Contact information is provided in Section 12 below.

Class Members who request to be excluded from the settlement will not receive payment.

## 7. When will I get my payment?

The Court will hold a hearing on [[Date](#)], to decide whether to approve the settlement. If the Court approves the settlement, the parties will then have to wait to see whether there is an appeal. This will take at least thirty (30) days and, if there is an appeal, can take up to a year or more to resolve. In the event of an appeal, information regarding the appeal's progress will be posted at [[Settlement Website URL](#)]. If there is no appeal, Class Counsel expect the first payment to go out within seventy-five (75) days of the Court's approval of the settlement.

## 8. Do I have a lawyer in this case?

The Court has decided that lawyers from Terrell Marshall Law Group PLLC and Schroeter Goldmark & Bender are qualified to represent you and all Class Members and has approved them to do so. Together the lawyers are called "Class Counsel." You will not be separately charged for these lawyers; they will be compensated for their time and reimbursed for their costs out of the Gross Settlement Fund in whatever amounts are approved by the Court. If you want your own lawyer, you may hire one at your own expense.

## 9. What can I do if I don't like the settlement?

If you don't like the settlement, you have two options: you can choose to exclude yourself **or** you can choose to object.

#### How to Exclude Yourself:

If you exclude yourself, you will **not** be paid under the Settlement Agreement. If you exclude yourself, you may **not** object to the settlement.

To ask to be excluded, you must send a written letter to the Settlement Administrator at the address provided below. The letter must include your name, current address, and telephone number, as well as the following statement: "I want to be excluded from the proposed Settlement Class in *Zachary Hudson v. Oatridge Security Group, Inc. et al.*" The letter must be signed by you and postmarked no later than [30 days after the Initial Mailing Date].

#### How to Object to the Settlement:

If you wish to object, you must send a written letter to the Settlement Administrator at the address provided below. The letter must include your name, current address, telephone number, and the name of the case, *Zachary Hudson v. Oatridge Security Group, Inc. et al.*, Civil Case No. 18-2-23611-8 SEA. It must also state the reasons why you think the Court should not approve the settlement and include any supporting documentation that you wish the Court to consider. The objection must be signed by you and postmarked no later than [30 days after the Initial Mailing Date]. If the settlement is approved, you will still receive a payment under the settlement.

The Settlement Administrator is [Settlement Administrator]. Exclusion requests or objections must be mailed to:

[NAME]  
[ADDRESS 1]  
[ADDRESS 2]

### **10. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Fairness Hearing at [Time] on [Date], in the courtroom of:

The Honorable Catherine Shaffer  
King County Superior Court, Department 11, Courtroom W-829  
516 3rd Ave.  
Seattle, WA 98104

At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You do not have to attend the hearing.

Please note that depending on conditions and closures at the courthouse related to COVID-19, the Court may hold the Fairness Hearing via telephone or videoconference. Please check the settlement website for additional information before the date of the hearing.

### 11. How do I get more information?

More details and a full copy of the Settlement Agreement are available in the Important Documents section of this website: [Settlement Website URL]. You will also find certain filings made in the lawsuit, including Plaintiff's motion for final approval of the Settlement Agreement, which will be available on [16 days after Initial Mailing]. This motion will include Class Counsel's request for settlement administration expenses, a service award for the named Plaintiff, and attorneys' fees and costs.

You may also get more information by contacting Class Counsel.

#### The lawyers representing the Class are:

Toby J. Marshall  
Eric R. Nusser  
TERRELL MARSHALL LAW GROUP PLLC  
936 North 34th Street, Suite 300  
Seattle, Washington 98103  
(855) 349-7023  
tmlg@terrellmarshall.com

Elizabeth A. Hanley  
Adam J. Berger  
SCHROETER GOLDMARK & BENDER  
810 Third Avenue, Suite 500  
Seattle, Washington 98104  
(206) 622-8000  
[user]@sgb-law.com

### 12. What is the contact information for the Settlement Administrator?

[NAME]  
[ADDRESS 1]  
[ADDRESS 2]

EXHIBIT C  
(Text Notification)



## **TEXT NOTIFICATION**

Records indicate that you worked for Oatridge Security Group, Inc. as a security guard or shift supervisor at some point between 2014 and 2020. If that is true, you may be eligible for a payment from a proposed class action settlement. You should have received a notice in the mail about the settlement. If you did not receive that notice, please contact [SETTLEMENT ADMINISTRATOR] at [INSERT EMAIL OR PHONE NUMBER] to update your address. You can learn more about the proposed settlement at [WEBSITE]. Reply STOP to block further communications.