

**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>
<b>\$«Net_Award»</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 \$1,180,000 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 \$25,000 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, ILYM Group, Inc., 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: [www.OatridgeClassActionSettlement.com](http://www.OatridgeClassActionSettlement.com).

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 April 9, 2021, 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 [www.OatridgeClassActionSettlement.com](http://www.OatridgeClassActionSettlement.com). 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 **March 15, 2021**.

### 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 **March 15, 2021**. If the settlement is approved, you will still receive a payment under the settlement.

The Settlement Administrator is ILYM Group, Inc. Exclusion requests or objections must be mailed to:

ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92703

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

The Court will hold a Fairness Hearing at 1:30 p.m. on April 9, 2021, 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: [www.OatridgeClassActionSettlement.com](http://www.OatridgeClassActionSettlement.com). 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 February 18, 2021. 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:**

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

ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92703  
(888) 250-6810