

SETTLEMENT AGREEMENT

I. Introduction.

This Settlement Agreement (“Agreement”) is hereby entered by and between Nice North America LLC f/ka Hy-Security Gate, Inc. (“NNA”) and the named Plaintiff, Jessica A. Stone (“Plaintiff”), who is acting both individually and in her capacity as the proposed class representative for the proposed settlement class defined herein. This agreement relates to the putative class action entitled *Jessica A. Stone v. Hy-Security Gate Inc.*, which is currently pending in the Pierce County Superior Court Civil Case No. 22-2-07701-3 (the “Case”). As of December 31, 2022, NNA is the successor in interest to Hy-Security Gate Inc. Throughout this Agreement, terms with initial capital letters that are defined below have those defined meanings.

In consideration of the mutual covenants, representations, and agreements contained herein, the adequacy of which the Parties acknowledge, the Parties do hereby agree as follows:

II. Class Certification.

Solely for the purposes of this Settlement, Plaintiff and NNA (hereafter, the “Parties”) agree that this Case should be certified and finally adjudicated as a class action on behalf of the Settlement Class defined herein. NNA agrees, solely for the purposes of this Agreement, not to oppose certification of the Settlement Class and not to oppose the appointment of Entente Law PLLC as counsel for the Settlement Class. The Parties intend this Agreement to fully, finally, and forever to resolve, discharge and settle the Released Claims (defined below), upon and subject to the terms and conditions hereof.

III. Investigations and Due Diligence.

The Parties have conducted discovery and investigations into the facts and the law during their respective prosecution and defense of this Case. As part of this review and investigation, the Parties and their counsel have (a) interviewed witnesses; (b) collected and analyzed extensive electronic and paper time records, payroll data, and other information concerning the composition of the Settlement Class and the merits and possible extent of Plaintiff’s claims and NNA’s defenses; and (c) amply considered and analyzed their respective claims and defenses.

IV. Settlement Negotiations.

The Parties mediated the dispute on December 5, 2022 before Louis Peterson of Hillis Clark Martin & Peterson P.S. All of the Parties’ settlement negotiations have been conducted in good faith and at arm’s length. Through the Parties’ settlement negotiations, the Parties reached a class action settlement of this Case that they believe to be fair, adequate, and reasonable, and that Plaintiff believes is in the best interest of the proposed Settlement Class. This Agreement memorializes the terms of the final Settlement agreed to by the Parties as the result of the negotiations just described. Plaintiff and NNA believe that this Settlement is fair, reasonable and adequate settlement, in the best interests of the Settlement Class, and have arrived at this Settlement through arm’s-length negotiations, taking into account all relevant factors, present and potential.

V. NNA's Denials of Wrongdoing and Non-admission of Allegations.

This Agreement is not an admission of any liability but is rather a compromise of disputed claims. NNA has denied and continues to deny each of the claims and contentions alleged by Plaintiff on her own behalf and on behalf of any members of the proposed class alleged by Plaintiff in the Case. NNA has asserted, and continues to assert, defenses and objections to the proposed maintenance of this Case as a class action. Furthermore, NNA has expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of the facts or conduct alleged in this Case. Neither the Settlement, this Agreement, or any document referred to or contemplated herein—nor any action taken to carry out this Agreement—is, may be construed as, or may be used as an admission, concession or indication by or against NNA of any fault, wrongdoing, or liability whatsoever. NNA expressly denies any such fault, wrongdoing, or liability. If the Parties had not reached the Settlement, then NNA would have continued to vigorously defend itself against Plaintiff's claims, including seeking denial of full or partial class certification and a full defense verdict at trial. NNA agrees to this Settlement solely to avoid the burden, expense, and uncertainty of further litigation.

VI. Stipulated Settlement and Dismissal

NOW, THEREFORE, IT IS HEREBY STIPULATED by the Parties, subject to the approval of the Superior Court, that this Case is hereby being compromised and settled on a class action basis pursuant to the terms and conditions outlined in this Agreement and that, if the Parties' Settlement is finally approved by the Superior Court, this Case shall be fully dismissed on the merits and with prejudice, subject to the following terms and conditions:

1. Definitions.

a. **“Effective Date”** This Agreement will become effective and binding on the Parties on the first business day when all of the following events have occurred (“Effective Date”): (1) the Settlement has been finally approved by the Superior Court, (2) the Superior Court's anticipated order approving the Settlement and dismissing this Case with prejudice (the “Final Judgment”) becomes final. For purposes of this subsection, the Superior Court's Final Judgment “becomes final” upon the later of either (a) the expiration of the time for filing an appeal from the Final Judgment or for otherwise seeking appellate review; or (b) if an appeal is timely filed or other appellate review is sought, the date the Mandate or other final affirmance is issued by the appellate court affirming the Final Judgment; and (3) NNA has not exercised its right to terminate the Agreement

b. **“Settlement”** means the settlement reached by the Parties through the negotiation process described in Paragraph IV above.

c. **“Settlement Administrator”** means CPT Group Class Action Administrators, subject to the Superior Court's approval.

d. **“Settlement Class Period”** means the period from July 20, 2019 through February 10, 2023 [DATE OF PRELIMINARY APPROVAL].

e. **“Proposed Class”** or **“Proposed Class Members”** means each and every individual who was employed by Hy-Security Gate Inc. or NNA, and worked one or more shifts

as a non-exempt hourly-paid employee in the State of Washington at any time during the Settlement Class Period.

f. **“Settlement Class”** or **“Settlement Class Members”** The Proposed Settlement Class includes each and every individual who was employed by Hy-Security Gate Inc. or NNA and worked one or more shifts as a non-exempt hourly-paid employee in the State of Washington at any time during the Settlement Class Period, exclusive of any person who timely opts out of the Settlement pursuant to the procedures set forth below. All persons who timely opt out from the Settlement in conformity with this Agreement shall not be bound by the terms of this Agreement or any Final Judgment entered by the Superior Court, and shall retain the right to pursue any alleged individual claim(s) against NNA in a separate action.

g. **“Covered Position”** shall mean the hourly work performed as an employee of Hy-Security or NNA in the State of Washington by each and every Settlement Class Member.

h. The **“Notice of Settlement”** means the notice of settlement of the Case substantially in the form attached hereto as **Exhibit A**, which shall include the general terms of the settlement set forth in this Agreement and the date of the Settlement Hearing (defined below).

i. The **“Initial Mailing Date”** is the date the Settlement Administrator first mails the Notice of Settlement approved by the Superior Court to all Proposed Class Members.

j. The **“Notice Deadline”** is forty-five (45) days after the Initial Mailing Date.

k. **“Class Counsel”** means Entente Law PLLC, by James B. Pizl, subject to the Superior Court’s approval.

l. **“Qualified Settlement Fund”** or **“QSF”** means a fund compliant with § 468B of the Internal Revenue Code and Treasury Regulations. The Qualified Settlement Fund shall also be an interest-bearing account.

m. **“Class Fund”** means the aggregate, gross amount the Parties propose be paid to the Settlement Class as Settlement Awards pursuant to this Settlement. The Class Fund shall be calculated by subtracting Court-approved amounts for the Service Award, Settlement Administration Expenses Award, and Attorney’s Fees and Costs Award from the Maximum Settlement Amount.

n. **“Settlement Awards”** means the specific amount the Claims Administrator determines is to be paid to members of the Settlement Class pursuant to this Agreement as determined by the procedures set forth in this Agreement.

o. **“Service Award”** means the amount Plaintiff Jessica Stone may request that the Superior Court award her a service award in recognition of her efforts in prosecuting the Case and in consideration of her general release set forth above in Section VI.2.a., below. NNA will not oppose a Service Award not to exceed Seven Thousand, Five Hundred Dollars (\$7,500).

p. **“Settlement Administration Expenses Award”** means the amount charged by the Settlement Administrator for the Administration of the Settlement. All reasonable fees and

out of pocket costs actually incurred by the Settlement Administrator in administering the Settlement and distributing the Settlement Awards and related payments, such as Attorney's Fees and Costs Award and Service Award, if any, shall be reimbursed from the Maximum Settlement Amount, if approved by the Superior Court, after reasonable notice to the Parties and a reasonable opportunity to object.

q. **"Attorney's Fees and Costs Award"** means the amounts to be paid to Class Counsel as attorney's fees and costs in connection with their prosecution and settlement of the Case. The proposed award for attorney's fees shall be up to a maximum of thirty percent (30%) of the Maximum Settlement Amount, plus reasonable litigation costs and expenses. Any amount sought by Class Counsel as attorney's fees and litigation costs are subject to approval by the Superior Court. If the Superior Court awards Class Counsel less than 30% of the Maximum Settlement Amount (defined below), the difference shall be available for distribution to the Settlement Class Members. The effectiveness of this Agreement is not conditioned upon and will not be delayed by the Court's failure to approve any application for attorneys' fees and costs by Class Counsel.

r. **"Maximum Settlement Amount"** means the amount NNA may be required to pay pursuant to this Settlement, which is the sum of Three Hundred Twenty-Five Thousand Dollars (\$325,000), excluding any of NNA's employer-side share of FICA, FUTA, and other similar, mandatory employer-side payroll taxes. The Maximum Settlement Amount represents the entire amount NNA will pay in consideration for settlement of the Case. The Maximum Settlement Amount includes all class benefits, including payment to the Settlement Class, attorneys' fees and costs, costs of class administration and notice, and any Service Award to the Plaintiff, that the Superior Court may approve.

s. **"Released Claims"** means any and all claims, whether known or unknown, that were brought or that could have been brought based on any facts alleged in the Case with respect to a failure to provide meal periods and/or rest breaks. The Released Claims specifically include, but are not limited to, any claims arising out of or relating to any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods, including any attendant claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorney's fees and costs.

t. **"NNA"** as used in this Agreement, and as released through the Releases described in Section VI.2., below, includes the named Defendant in the Case, Hy-Security Gate, Inc. and Nice North America LLC as well as their past, current, or future successors and assigns, together with each of its and their respective parent companies, subsidiaries, related or affiliated companies, members, shareholders, owners, officers, directors, employees, agents, attorneys, and insurers, along with any other individual or entity who could be jointly or severally liable for any of the claims alleged in the Case or released by this Agreement.

2. Releases.

a. As of the Effective Date, Plaintiff Jessica A. Stone shall be deemed to have released and forever discharged NNA from any and all Released Claims (as defined above in Section VI.1.s.), and, in addition, shall be deemed to have released NNA from any and all claims, demands, rules or regulations, or any other causes of action of whatever nature, whether known or

unknown, which she has or may have against NNA as of the date of execution of this Agreement. For the avoidance of doubt, and to the maximum extent permitted by law, the foregoing release includes, without limitation, any claim, dispute, or controversy relating to, sounding in, or arising under: (i) Title VII of the Civil Rights Act of 1964; (ii) the Age Discrimination in Employment Act of 1967 (“ADEA”); (iii) the Occupational Safety and Health Act; (iv) the National Labor Relations Act, to the extent permitted by law; (v) the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), to the extent permitted by law; (vi) Sections 1981 through 1988 of Title 42 of the United States Code; (vii) the Uniformed Services Employment and Reemployment Rights Act; (viii) the Immigration Reform and Control Act; (ix) the Americans with Disabilities Act of 1990; (x) the Family and Medical Leave Act, to the extent permitted by law; (xi) the Equal Pay Act, to the extent permitted by law; (xii) the Washington Consumer Protection Act, RCW 19.86; (xiii) the Washington Law Against Discrimination, as amended, Chapter 49.60 RCW; (xiv) the Washington Minimum Wage Act, as amended, Chapter 49.46 RCW; (xv) the Washington Wage Payment Act, as amended, Chapter 49.48 RCW; (xvi) the Washington wage deduction/rebate statutes, as amended, Chapter 49.52 RCW; (xvii) any provision of the Washington Paid Family and Medical Leave program, as amended, under Title 50A of the Revised Code of Washington; (xviii) the Washington Family Care Act, as amended, RCW 49.12.265; (xix) the Washington Paid Sick Leave Law, RCW 49.46.200-210; (xx) any provision of Title 49 of the Revised Code of Washington; (xxi) any provision of Title 296 of the Washington Administrative Code; (xxii) the Industrial Welfare Act of Washington, Chapter 49.12 RCW, as amended, to the extent permitted by law; (xxiii) any claim alleging the exception to the Industrial Insurance Act of Washington, established by RCW 51.24.020, for injury inflicted with “deliberate intention”; (xxiv) any claim based on federal, state or local law, rule, regulation or ordinance; (xxv) any claim for breach of contract or promise, express or implied; (xxvi) any claim for breach of any term or condition of an employee handbook or policy manual, including any claim for breach of any promise of specific treatment in specific situations; (xxvii) any common law claim of any kind; and (xxviii) any basis for recovering costs, fees or other expenses, including attorney’s fees incurred in these matters.

b. As of the Effective Date, the Settlement and this Agreement will constitute a full and final settlement, release, and waiver by Plaintiff Jessica A. Stone and all members of the Settlement Class of all Released Claims.

3. Payment by NNA.

Subject to approval of the Settlement by the Superior Court, NNA agrees to pay the Maximum Settlement Amount to an account to be established by the Claims Administrator to be a Qualified Settlement Fund for purposes of processing the Settlement and paying the Service Award, the Settlement Administration Expenses Award, the Attorney’s Fees and Costs Award, and the Settlement Awards. The Maximum Settlement Amount represents the entire amount NNA will pay in consideration for the settlement of the Case. The Settlement Class shall not receive anything further from NNA, whether for payment of Class Counsel’s fees and costs, costs of administration, notice, any Service Award to the named Plaintiff, or otherwise (with the exception that NNA agrees to pay its share of FICA, FUTA, and other similar, mandatory employer-side payroll taxes).

4. Calculation of Settlement Awards.

a. Subject to approval by the Superior Court, the calculations of gross (pre-tax) Settlement Awards for Settlement Class Members will be made by the Settlement Administrator

based on records that have been or will be submitted to Class Counsel by NNA, which records are presumed to be accurate. NNA shall, within twenty (20) days after this Agreement is preliminarily approved by the Superior Court, provide the Settlement Administrator with an Excel spreadsheet containing the following information for each member of the Settlement Class: (i) name; (ii) last known address; (iii) last known telephone (if known and reasonably accessible); (iv) email address (if known and reasonably accessible); and (v) social security number. Other data will be provided, upon reasonable request from the Settlement Administrator, as reasonably necessary to complete the Settlement Administration under the Agreement. Any data provided to Class Counsel or the Settlement Administrator pursuant to this Agreement shall be used solely for the purposes of administering this Settlement and not for any other purpose. Class Counsel and the Settlement Administrator shall maintain any data provided pursuant to this Agreement as private and confidential and shall not use or disclose such data to any persons or entities except as required by this Settlement, law or Court order.

b. Settlement Administrator shall be responsible for calculating the gross amounts of the Settlement Awards for Settlement Class Members in conformity with this Agreement. Each Settlement Class Member shall receive a minimum settlement payment of Fifty Dollars (\$50). The remaining monies from the Class Fund will be allocated to individual Settlement Class Members pro rata by dividing each Settlement Class Member's total hours worked in a Covered Position during the Class Period by the total aggregate hours worked by all Settlement Class Members in a Covered Position during the Class Period and then multiplying the resulting ratio by the remaining monies in the Class Fund.

c. Settlement Administrator shall provide NNA and Class Counsel with an electronic report setting forth the results of their calculation of the gross Settlement Awards for Settlement Class Members.

d. **Allocation of Settlement Awards Between Wages and Non-Wages.** Fifty Percent (50%) of each Settlement Award will be treated as wages and subject to normal payroll tax withholdings and payments, and these amounts shall be reported to the taxing authorities and the Settlement Class Members on IRS Forms W-2. Fifty Percent (50%) of each Settlement Award will be treated non-wages (penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which IRS Forms 1099 (marked "Other Income") shall be issued to the taxing authorities and Eligible Settlement Class Members.

e. **Separate Payment of Employer-Side Payroll Taxes.** NNA will separately fund the payment of the required employer share of the payroll taxes associated with the W-2 payments made to Settlement Class Members (including, but not limited to, employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, or local requirements).

5. Attorney's Fees and Costs Award.

Class Counsel reserves the right to seek an Attorney's Fees and Costs Award by proper submission to the Superior Court. NNA will not oppose an application through which Class Counsel seeks no more than thirty percent (30%) of the Maximum Settlement Amount (i.e., Ninety-Seven Thousand Five Hundred Dollars (\$97,500)). Class Counsel may also seek reasonable litigation costs and expenses associated with the Case.

6. Service Award.

Subject to approval by the Superior Court, in addition to a Settlement Award computed as described above, Plaintiff Jessica Stone may seek a separate Service Award, which will be treated as non-wages, on which there will be no payroll tax withholdings and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued by the Settlement Administrator to the taxing authorities and Plaintiff.

7. Settlement Administration.

a. The Settlement Administrator shall help implement the terms of this Agreement. The Settlement Administrator shall (a) be responsible for mailing and emailing the Notice of Settlement to the Proposed Class, (b) tracing undeliverable mailings, (c) recording and tracking responses to the mailings to the Proposed Class, (d) tracking and responding to any inquiries made by any member of the Proposed Class, (e) receive and catalogue all Opt-Outs, (f) make any additional mailings or e-mailings required under the terms of this Agreement, (g) assist with the administration of the Agreement, and (h) perform any other related tasks mutually agreed to by the Parties.

b. The Settlement Administrator shall be responsible for establishing the Qualified Settlement Fund pursuant to §468B(g) of the Internal Revenue Code for purposes of receiving the Maximum Settlement Amount and administering the Settlement, as well as (a) issuing the necessary checks for all Settlement Awards, (b) issuing all required tax documents (such as Forms W-2 and 1099-MISC), (c) performing all related tax reporting to taxing authorities and to NNA, (d) issuing all payments in the form of the Service Award, if any, the Settlement Administration Expenses Award, and the Attorney's Fees and Costs Award, and (e) calculate the Settlement Awards and make all required payments from the Class Fund.

c. The Settlement Administrator shall determine any Proposed Class Member's eligibility for a Settlement Award (i.e., to determine whether any Proposed Class Member is a Settlement Class Member). Each Proposed Class Member who does not submit a valid and timely request for exclusion will automatically be a Settlement Class Member and eligible to receive a Settlement Award. Within five (5) days after the Notice Deadline, the Settlement Administrator shall provide NNA and Class Counsel with (1) an electronic report setting forth the names and contact information of all Proposed Class Members who submitted a valid and timely Exclusion Form in conformity with this Agreement; (2) an electronic report setting forth the names and contact information of all Proposed Class Members who did not submit a valid and timely letter requesting exclusion in conformity with this Agreement ("Exclusion Letter"); (3) copies of all Exclusion Letters returned or received; and (4) copies of all objections returned or received. NNA and Class Counsel shall be entitled to review the eligibility determinations made by the Settlement Administrator for compliance with the terms of this Agreement. The Settlement Administrator shall retain the originals of all Exclusion Letters returned, along with their envelopes, and objections received. NNA and Class Counsel shall have seven (7) days after receiving the electronic report and related documentation from the Settlement Administrator to challenge any Exclusion Letter and/or eligibility determination in writing directed to the Settlement Administrator. Within five (5) days after submitting such concerns to the Settlement Administrator, the Parties shall meet and confer in an attempt to resolve any disputes relating to the subject Exclusion Letters and/or eligibility determinations. In the event the Parties

are unable to reach resolution on any disputes relating to the subject Exclusion Letters and/or eligibility determinations, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the subject Exclusion Letters and/or eligibility determinations. Thereafter, the Settlement Administrator shall provide the final results of its eligibility determinations to NNA and Class Counsel, which results will include the names of all Settlement Class Members and the names of all individuals who opted out of the Settlement.

d. Notwithstanding any other provisions of this Agreement, in the event the number of Proposed Class Members opting out of the settlement constitutes more than ten percent (10%) of the total number of Proposed Class Members, NNA has the right, in its sole discretion, to terminate the Settlement by written notice to Class Counsel, sent by e-mail no later than ten (10) business days after receiving the report from the Settlement Administrator required by Section VI.7.c., above.

e. Class Counsel shall apply to the Superior Court for the Settlement Administration Expenses Award to compensate the Settlement Administrator for the costs, fees and expenses reasonably incurred in administering this Settlement. Absent court approval, Class Counsel shall be solely responsible for the Settlement Administration Expenses Award.

8. Notice/Approval of Settlement Class Certification and Settlement Agreement.

As part of this Settlement, the Parties agree to the following procedures for (1) obtaining preliminary Superior Court approval of the Settlement, (2) certifying the Settlement Class, (3) notifying the members of the Proposed Class, (4) obtaining final Superior Court approval of the Settlement, and (5) implementing payment of Settlement Awards to Settlement Class Members:

a. Class Counsel shall file a motion with the Superior Court to obtain preliminary approval of the Settlement in conformity with this Agreement and authorizing the Settlement Administrator to issue the Notice of Settlement to members of the Proposed Class.

b. For purposes of this Settlement, Class Counsel will ask the Superior Court to enter an order certifying the Settlement Class, preliminarily approving the Settlement and this Agreement, approving Notice of Settlement to the Proposed Class, and setting a date for a Fairness Hearing to determine whether the Court will grant final approval of the Settlement and this Agreement (the "Preliminary Approval Order"). Class Counsel shall provide NNA with a draft of the proposed motion for preliminary approval and Preliminary Approval Order for review and comment at least five (5) court days before the motion is filed. Plaintiff agrees to consider in good faith all comments of NNA on the draft. NNA will not oppose Plaintiff's motion, so long as the motion for preliminary approval and Preliminary Approval Order are in conformity with this Agreement.

c. Subject to the Superior Court's approval, Notice of the Settlement shall be provided using the following procedures:

(1) Within thirty-five (35) days of the date the Superior Court grants preliminary approval to the Settlement and issues its Preliminary Approval Order, the Settlement Administrator shall send the Notice of Settlement to all Proposed Class Members by mail and email.

(2) The Notice of Settlement shall provide that Proposed Class Members who do not opt out (i.e., who wish to become Settlement Class Members) and who wish to object to the Settlement must submit to the Settlement Administrator a written statement objecting to the Settlement. Such written statement must be postmarked or delivered to the Settlement Administrator on or before the Notice Deadline.

(3) The Notice of Settlement shall also provide that Proposed Class Members who wish to exclude themselves (i.e., opt out) from the Settlement must mail a letter to the Settlement Administrator, postmarked or delivered on or before the Notice Deadline, requesting exclusion from the Settlement. Proposed Class Members who fail to submit a valid and timely Exclusion Letter on or before the Notice Deadline shall be deemed Settlement Class Members and shall be bound by all terms of the Settlement and any Final Judgment entered in this Case.

(4) The Notice of Settlement shall also advise Settlement Class Members that they need do nothing (other than not affirmatively opting out) in order to receive a Settlement Award.

d. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Proposed Class Members to opt out or object to the Settlement or to appeal from the Superior Court's Final Judgment approving the Settlement.

e. Should any Notice of Settlement be returned as undeliverable to a Proposed Class Member without a forwarding address, the Settlement Administrator will perform a reasonable search, such as a "skiptrace" search, using the National Change of Address database to obtain an updated address for a Proposed Class Member and, if located, shall make a second attempt at mailing the Notice of Settlement. If such Notice of Settlement is again returned as undeliverable, no further attempts at delivery of the Notice of Settlement are required to be made.

f. Within the later of twenty one (21) days after the Notice Deadline, or seven days following resolution of challenge as set forth in Section VI.7.b., above, Class Counsel must file with the Superior Court a supplemental memorandum in support of final approval of the Settlement to inform the Court of any Proposed Class Members who have opted out of the settlement, to provide the Court with copies of all written objections received from any Proposed Class member along with copies of their envelopes, and to respond to any objections to the settlement.

g. Subject to the Superior Court's availability and direction but no sooner than thirty (30) days after the Notice Deadline, a Fairness Hearing shall be held for the Superior Court to determine whether to grant final approval of the Settlement, including Class Counsel's Attorney's Fees and Costs Award, the Settlement Administration Expenses Award, and the Service Award to the Plaintiff. If the Superior Court grants final approval of the Settlement, the Parties will promptly and jointly ask the Superior Court to enter a Final Judgment dismissing the Case with prejudice and without an award of attorney's fees, expenses or costs to any Party except as provided herein.

h. After entry of the Final Judgment, and subject to Rule 7.2 of the Washington Rules of Appellate Procedure, the Superior Court shall have continuing jurisdiction solely for the

purposes of enforcement of the Settlement Agreement and addressing (a) settlement administration matters, and (b) such post-Final Judgment matters as may be appropriate under Court rules.

i. Within fourteen (14) calendar days after the Effective Date, NNA shall initiate a transfer of the Maximum Settlement Amount into the QSF. NNA will also transfer into the QSF an amount equal to the estimated employer share of the payroll taxes required on the W-2 payments made to Settlement Class Members (including employer's share of FICA, Medicare, FUTA (if applicable), and any other employer-paid, federal, Washington state, or local requirements) as estimated by the Settlement Administrator. Such payment shall be made by NNA upon the later of fourteen (14) calendar days after the Effective Date or within fourteen (14) calendar days after the Settlement Administrator provides its estimate of the employer-side payroll taxes. Thereafter, if there is any dispute relating to the amount needed for the employer share of required payroll taxes, the Parties and Settlement Administrator shall confer within five (5) business days in an attempt to resolve this dispute. In the event they are unable to reach resolution of any such dispute, the Parties shall submit their respective positions in writing to the Superior Court, which shall make the final decision regarding the amount required for the employer share of payroll taxes. The QSF will hold all funds transferred by NNA pending the issuance of the Settlement Awards to Settlement Class Members.

j. Within five (5) business days after the Maximum Settlement Amount is deposited into the QSF, the Settlement Administrator shall issue and mail checks for the Service Award, the Settlement Administration Expenses Award, and the Attorney's Fees and Costs Award to the respective recipients thereof. Within ten (10) business days after the Maximum Settlement Amount is deposited into the QSF, the Settlement Administrator shall issue and mail the Settlement Award checks. Settlement Award checks for each Settlement Class Member shall include an amount for wages and a separate amount for non-wages (penalties, enhancements, and prejudgment interest). Using the funds transferred into the QSF by NNA for the employer share of payroll taxes, the Settlement Administrator shall withhold, and remit to the appropriate authorities, the employer-side payroll taxes from the portion of each Settlement Class Member's Settlement Award allocable to wages and shall report the wage payments to Settlement Class Members on IRS Forms W-2. The portion of the Settlement Class Member's Settlement Award allocable to non-wages (penalties, enhancements, and prejudgment interest) shall not be subject to withholdings and shall be reported on IRS Forms 1099 (marked "Other Income") issued by the Settlement Administrator.

k. No later than one hundred sixty (160) days after the Settlement Administrator issues the Settlement Award checks, Class Counsel shall file a Satisfaction of Judgment confirming that the payments required by the Final Judgment have been made and that no further actions are needed to comply with the Final Judgment. This shall terminate the Court's jurisdiction over the Case.

l. Should any Settlement Award checks be returned as undeliverable without a forwarding address, the Settlement Administrator will perform a reasonable search, such as a "skip trace" search, using the National Change of Address database to obtain an updated address and, if located, shall make a second attempt at mailing the Settlement Award Check. The Settlement Administrator shall mail any Settlement Class Member his or her Settlement Award

check if he or she contacts the Settlement Administrator and provides a correct mailing address within ninety (90) days after the initial distribution of the Settlement Award checks.

m. No later than one hundred twenty (120) days after the initial distribution of the Settlement Award checks, the Settlement Administrator shall provide both Parties with an accounting indicating which funds have been distributed to Settlement Class Members and which, if any, checks to Settlement Class Members have not been negotiated by that time. At this same time, the Settlement Administrator shall also provide NNA with copies of all IRS Forms W-2 and IRS Forms 1099 documents issued in connection with the payment of the Settlement Awards, and any other tax documentations reasonably required by NNA.

n. If any checks to Settlement Class Members have not been negotiated within one hundred twenty (120) days after distribution, the funds from those checks will be sent in the corresponding Settlement Class Member's name to the Unclaimed Property Fund for the State of Washington. Any overpayment to the Settlement Administrator by NNA of any estimated employer share of the payroll taxes or withholdings shall be returned to NNA by the Settlement Administrator.

o. If the Superior Court does not enter an Order preliminarily or finally approving the Settlement, or if the Settlement does not become final for any other reason, this Agreement shall be null and void. In such case, the parties shall stipulate to a continuance of the trial for a time one year or more from the date of stipulation and stipulate to an extension to deadline to demand a jury such that either party can make a jury demand. Then the parties shall proceed in all respects as if this Agreement had not been executed. For purposes of this settlement only and provided the Final Approval occurs, the Parties agree to the certification of a provisional Settlement Class. In the event that this Agreement is not finally approved by the Superior Court or Final Approval does not occur, or the settlement is terminated for any reason, than this Agreement shall be void and the Parties reserve all rights, positions, and arguments on, among other points, the issues of whether a class should be certified in the Case, and whether dispositive motions should be granted and attorneys' fees awarded; all claims, issues, defenses, filed Complaints, and causes of action are preserved and restored, without prejudice, as if this Agreement had never been executed; and the Parties remain free to pursue the Case that was pending prior to this Agreement subject to all available defenses and claims. In the event the Settlement is terminated, this Agreement shall neither be admissible nor be utilized as evidence regarding class certification or otherwise in further proceedings in this Case.

p. In the event an appeal is filed from the Superior Court's Final Judgment, or from any other appellate review that is sought prior to the Effective Date, funding and administration of the Settlement shall be stayed pending final resolution of the appeal or any other form of appellate review.

9. No Effect on Employee Benefits.

This Settlement, and any payments made under the Settlement to Settlement Class Members, shall have no effect on the eligibility for and/or calculation of employee benefits of any Settlement Class Members.

10. Miscellaneous Provisions.

a. The Parties agree to stay all further proceedings in this Case, except such proceedings as are necessary to implement and complete this Settlement and/or to implement this Agreement, pending the Fairness Hearing to be conducted by the Superior Court and the Effective Date of the Settlement. With the exception of dates contained in this Agreement or any of its Exhibits, all litigation dates in the Case set prior to the Execution Date are vacated; all discovery is stayed; and except as necessary or expeditious to consummate this Settlement, all other proceedings in the Case are stayed. In the event this Agreement is cancelled, terminated or withdrawn, the Parties shall be restored to their respective positions in the Case as of December 5, 2022. In such event, the terms and provision of this Agreement, or any documents or exhibits related thereto, shall have no further force and effect with respect to the Parties and shall not be used in any proceeding for any purpose and any judgment or order entered by the Court under the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

b. This Agreement may not be amended, modified or supplemented by the Parties except by a written instrument signed by counsel for all Parties or their successors-in-interest and, where required, by order of the Superior Court.

c. This Agreement constitutes the entire Agreement among these Parties. No representations, warranties or inducements have been made to any Party concerning this Agreement, other than the representations, warranties and covenants contained and memorialized in this Agreement and the documents it requires (such as the Notice of Settlement and Exclusion Form). This settlement comprises claims that are contested and shall not be deemed or treated as an admission by either Party as to any liability or the merits of any claim or defense.

d. The Parties agree that the settlement was negotiated in good faith and reflects a settlement that was reached voluntarily after consultation with experienced legal counsel. All communications (whether oral or in writing) between the Parties concerning, or in connection with the Agreement shall be governed and protected in accordance with Federal Rule of Evidence 408 and Washington State Court Evidence Rule 408 to the fullest extent permitted by law.

e. Each of the Parties to this Agreement hereby warrants and represents that: (i) it has been represented by counsel of record in connection with entering into this Agreement; (ii) it has carefully read this agreement and knows the contents thereof; (iii) all provisions of this Agreement have been explained to it; (iv) it understands all provisions of this Agreement; and (v) it has freely and voluntarily caused this Agreement to be signed.

f. Subject to the Superior Court's approval, each person executing this Agreement warrants and represents that they are expressly authorized by the Parties whom they represent to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms.

g. This Agreement shall be binding upon, and shall inure to the benefit of, the successors of the Parties hereto, as previously defined.

h. This Agreement and all of the rights and duties of the Parties hereunder will be governed by and construed, enforced, and performed in accordance with the laws of the State of Washington.

i. The Parties will cooperate fully, will execute any and all supplemental documents, and will take all reasonable actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

j. No Party shall be required, or responsible, to pay attorneys' fees, costs or other expenses incurred by another Party in connection with the matters referred to in this Agreement. The fees for Class Counsel shall be paid out of the Attorney's Fees and Costs Award.

k. Each of the Parties has cooperated in the drafting and preparation of the Agreement and therefore this Agreement shall not be construed for or against any settling Party. Descriptive headings are used herein for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. As used herein, and unless otherwise provided, the singular shall include the plural, and the plural shall include the singular, and the masculine, feminine, and neuter genders are used interchangeably, as the context may require.

l. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any of the other provisions hereof whether or not similar, nor shall any such asserted waiver constitute a continuing waiver.

m. Although the Parties intend the Maximum Settlement Amount and any bank account receiving the Maximum Settlement Amount to comprise a Qualified Settlement Fund, none of the Parties take a position as to the taxability of any payments hereunder or as to any taxes which may be owed by any Proposed Class Member as a result of this settlement. Except as provided for herein, NNA shall have no liability of any kind for the taxes or tax-related expenses related to the administration of the Maximum Settlement Amount, the qualification of the account receiving the Maximum Settlement Amount as a Qualified Settlement Fund, any bank account receiving the Settlement Award, or any entity receiving any portion of the Maximum Settlement Amount.

n. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by order of any court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, or when the act to be done is the filing of a paper in court, a day on which conditions have made the office of the Clerk of the Court inaccessible, in which even the period shall run until the end of the next day that is not of the aforementioned days. As used in this Section, "legal holiday" includes New Year's Day, Dr. Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day appointed as a federal or Washington state holiday.

o. The captions to this Agreement are for convenience only and are not a part of this Agreement. They do not in any way limit or amplify the terms or provisions of this Agreement and shall have no effect on its interpretation.

p. This Agreement may be executed in counterparts, by either an original signature or signature transmitted by facsimile transmission, e-mail (*i.e.*, in PDF or other electronic format), or other similar process. Each copy so executed shall be deemed to be an original and all copies so executed shall constitute one and the same Agreement.

q. Plaintiff's counsel and/or the Settlement Administrator may create a notice website with information about the Settlement after preliminary approval of this Settlement is obtained from the Superior Court, which notice website may include a copy of this Agreement and any other documents filed with the Superior Court.

IN WITNESS WHEREOF, the Parties, by and through their undersigned counsel of record, have signed this Agreement as of the date first set forth above.

IT IS SO AGREED.

**COUNSEL FOR PLAINTIFF
JESSICA A. STONE AND
PROPOSED CLASS COUNSEL**

**COUNSEL FOR NICE NORTH
AMERICA LLC F/K/A HY-
SECURITY GATE, INC.**

ENTENTE LAW PLLC

MONTGOMERY PURDUE PLLC



[James B. Pizl \(Jan 25, 2023 17:22 PST\)](#)

James B. Pizl

Counsel for Named Plaintiff Jessica Stone and
Proposed Class Counsel

Dated: Jan 25, 2023



[Josep Hamell \(Jan 25, 2023 17:24 PST\)](#)

Joseph A. Hamell

Counsel for Nice North America LLC f/k/a Hy-
Security Gate, Inc.

Dated: Jan 25, 2023

**PLAINTIFF AND PROPOSED CLASS
REPRESENTATIVE**

**NICE NORTH AMERICA LLC F/K/A HY-
SECURITY GATE, INC.**



[Jessica Stone \(Jan 25, 2023 17:54 PST\)](#)

Jessica Stone, individually and on behalf of the
Settlement Class

Dated: Jan 25, 2023



[Luca Longhin \(Jan 25, 2023 15:50 PST\)](#)

Luca Longhin, Deputy CEO

Dated: Jan 25, 2023

EXHIBIT A
NOTICE OF
SETTLEMENT

**SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR PIERCE COUNTY**

*Jessica A. Stone v. Hy-Security Gate Inc.
Pierce County Superior Court Civil Case No. 22-2-07701-3*

— NOTICE OF SETTLEMENT —

A Washington court authorized this notice. This is not a solicitation from a lawyer. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or not. Please read this notice carefully.

TO: All persons who, at any time between July 17, 2019 and [DATE OF PRELIMINARY APPROVAL], were employed by Hy-Security Gate Inc. or Nice North America, LLC and worked one or more shifts as a non-exempt hourly-paid employee in the State of Washington.

- A former employee brought claims against Hy-Security Gate Inc. (“Hy-Security”) alleging that Hy-Security failed to provide compliant meal periods and rest breaks under Washington law. Hy-Security strongly denies these claims. As of December 31, 2022, Hy-Security Gate, Inc. merged with Nice North America LLC (“NNA”). As of December 31, 2022, NNA is the successor in interest to Hy-Security and will be referred to as NNA throughout the remainder of this document.
- NNA strongly denies any fault, wrongdoing, or liability to the potential class members. The settlement is not an admission by NNA of any liability or wrongdoing. The settlement avoids the costs and risk to you from continuing the Case, pays money to class members like you, and releases NNA from liability. If the Parties had not reached a Settlement, NNA would have continued to vigorously defend against Plaintiff’s claims, including seeking a denial of class certification and a full defense verdict at trial. NNA agreed to this Settlement to avoid the risk, burden, and expense of further litigation, and as a means of making its employees whole for even any arguable claims relating to the lawsuit.
- The parties have reached a proposed Class Action Settlement that will provide a maximum of \$325,000.00 to pay claims by current and former employees of Hy-Security and NNA that are members of the proposed settlement class.
- Lawyers for the class members (“Class Counsel”) will ask the Court for up to 30% of the maximum settlement payment and costs, and the costs of a Claims Administrator, to be paid from the settlement payment, as fees and expenses for investigating the facts, litigating the case, negotiating the settlement, and administering the settlement. If the Court awards less than these requested amounts as fees and costs, the difference will be available for distribution to the Class Members.
- To qualify for a share of this payment, you must have been employed by Hy-Security or NNA and worked one or more shifts as a non-exempt hourly-paid employee in the State of Washington at any time between July 17, 2019, and [DATE OF PRELIMINARY APPROVAL], and have not excluded yourself from the Class Action Settlement.
- You do not have to do anything to be eligible to receive a share of the settlement payment.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will be eligible to get a payment for your share of the Class Action Settlement. (You may need to provide the Settlement Administrator any updated contact information to ensure you receive a payment). You will give up rights relating to the legal claims in this Case.
ASK TO BE EXCLUDED	Get no payment. This is the only option that allows you to ever be a part of any other lawsuit against NNA with respect to the legal claims in this Case.
OBJECT	Write to the Court if you do not like the settlement and explain why. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.
GO TO A HEARING	Ask to speak in Court about the fairness of the Class Action Settlement. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this Case still has to decide whether to finally approve the Settlement. If the Court approves the Settlement, payments will be made after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this Notice?

NNA’s records show that you were employed by Hy-Security or NNA and worked one or more shifts as a non-exempt hourly-paid employee in the State of Washington between July 17, 2019 and **[DATE OF PRELIMINARY APPROVAL]**. The Court has allowed this Notice to be sent to you to inform you about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, payments will be made to Settlement Class Members who do not affirmatively request to be excluded from the Settlement.

This Notice explains the Case, the Class Action Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is the Case about?

The Plaintiff, former employee Jessica Stone, claims that NNA violated Washington State wage and hour laws by failing to provide meal periods and rest breaks in conformity with the requirements of Washington law. NNA has denied the Plaintiff’s claims.

The Honorable Garold E. Johnson of the Superior Court for the State of Washington in and for Pierce County is overseeing this Class Action. The lawsuit is known as *Jessica A. Stone v. Hy-Security Gate Inc.*, Pierce County Superior Court Civil Case No. 22-2-07701-3 (the “Case”).

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called a “Class Representative” sues on behalf of other people whom they believe have similar claims. The people together are a “Class” or “Class Members.” The employee who sued, and who represents the Class, is called the Plaintiff.

The entity the Plaintiff sues (in this case Hy-Security Gate Inc. which merged with NNA as of December 31, 2022) is called the Defendant. In a class action, one case resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiff or NNA. Plaintiff thinks she would have won substantial compensation if she won the case at trial. NNA thinks that the Plaintiff would not have won anything from a trial. But there was no trial. 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 her attorneys think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT

5. How do I know whether I am part of the Settlement?

As part of the Settlement of the Case, the Pierce County Superior Court has decided that everyone who fits the following description is a Class Member:

All individuals who were employed by Hy-Security Gate Inc. (“Hy-Security”) or NNA and worked one or more shifts as a non-exempt hourly-paid employee in the State of Washington any time between July 17, 2019 and [DATE OF PRELIMINARY APPROVAL].

If it is approved, the Settlement will cover all Settlement Class Members who have not timely and affirmatively excluded themselves from the Case. To be a part of and receive any money pursuant to the Settlement, Settlement Class Members need do nothing (other than refrain from affirmatively opting out of the Settlement).

THE TERMS OF THE SETTLEMENT

6. What claims are covered by the Settlement?

The Settlement will resolve all of the claims Settlement Class Members could have brought against NNA regarding an alleged failure to provide the meal periods and rest breaks required by Washington law (the “Released Claims.”). The Released Claims include any and all claims, whether known or unknown, that were brought or that could have been brought based on any facts alleged in the Case with respect to a failure to provide meal periods and/or rest breaks. The Released Claims specifically include, but are not limited to, any claims arising out of or relating to any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods, including any attendant claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorney’s fees and costs.

7. What are the basic terms of the Settlement?

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

NNA has agreed to pay a total of \$325,000 to be deposited by the Claims Administrator into a Qualified Settlement Fund to be used to, among other things, make settlement payments to all Settlement Class Members as follows:

- **Class Fund:** Settlement Funds remaining after payment of attorneys' fees, class administration fees, and service award shall constitute the Class Fund available for the payment of Settlement Awards to Settlement Class Members who do not timely opt out of this Settlement.
- **Service Award:** Plaintiff and Class Representative Jessica Stone may request that the Court award her up to \$7,500 to be paid from the Class Fund as a service award in recognition of her efforts in prosecuting the Case.
- **Settlement Administration Expenses Award:** All reasonable fees and out of pocket costs actually incurred by the Settlement Administrator for the processing of the Settlement, including the expenses of providing notice of the Settlement to Settlement Class Members, handling the claims administration process, processing payments to Settlement Class Members, and handling tax reporting requirements will be paid from the Class Fund.
- **Attorney's Fees and Costs Award:** Class Counsel will ask the Court to award them fees and costs from the Settlement Amount. Class Counsel may seek up to a maximum of 30% of the settlement fund (\$97,500) for the attorney's fees award plus reasonable litigation costs and expenses they have incurred and will incur through final judgment in representing Plaintiff and the Settlement Class. This amount will be paid from the Class Fund. If the Superior Court awards less than 30% of the settlement fund the difference shall be available for distribution to the Settlement Class Members. After deducting the amount of the fees and costs awarded by the Court, and deducting the Settlement Administration Expenses Award, as well as any Service Award, all of the remainder of the Settlement Payment will be distributed to the Settlement Class Members.

Monetary Relief: The amount available to the Settlement Class intended to compensate Settlement Class Members for the wages and other compensation they allegedly lost and damages they are allegedly owed as a result of the practices alleged in the Case.

Distribution of Settlement Fund: Each Settlement Class Member who does not submit a valid and timely request for exclusion will automatically receive a settlement payment. Each Settlement Class Member who does not request exclusion shall receive a minimum settlement payment of \$50.00. The remaining monies from the class fund will be allocated to individual Settlement Class Members pro rata by dividing each Settlement Class Member's total hours worked as an hourly-paid employee during the class period by the total aggregate hours worked by all Settlement Class Members as hourly-paid employee during the class period, and then multiplying the resulting ratio by the remaining monies in the class fund. Checks will be mailed to Settlement Class Members by the Settlement Administrator. If any checks have not been negotiated within one hundred twenty (120) days after distribution, the funds from those checks will sent in the

corresponding Settlement Class Member's name to the Unclaimed Property Fund for the State of Washington. NNA will not receive funds from any uncashed checks.

Tax Treatment of Settlement Awards: Fifty Percent (50%) of each Settlement Class Member's settlement award will be treated as wages and subject to normal tax withholding and shall be reported to the taxing authorities and the Settlement Class Member on an IRS Form W-2. Fifty Percent (50%) of each Settlement Class Member's settlement award will be treated as non-wages (a combination of penalties, enhancements, and prejudgment interest) on which there will be no tax withholding and for which an IRS Form 1099-MISC (marked "Other Income") shall be issued to the taxing authorities and the Settlement Class Member. In addition to the maximum settlement amount described above, NNA is also paying all required employer-paid taxes incurred as part of the Settlement. NNA's payment of these employer-paid taxes will not decrease the funds available to Settlement Class Members.

Release of Claims: Upon final approval by the Court, the Settlement Class and each Settlement Class Member who has not submitted a valid and timely written request to be excluded from the Settlement will irrevocably release all of the Released Claims against NNA relating to the period from July 17, 2019 through [DATE OF PRELIMINARY APPROVAL]. This Release specifically includes any claims arising out of or relating to any alleged missed, interrupted, shortened, untimely, unpaid, and/or non-compliant rest breaks and/or meal periods, including any attendant claims for unpaid wages, overtime payments, premium payments, interest, exemplary damages, and attorney's fees and costs. This Release requires you to waive and precludes you from bringing any Released Claims against NNA as well as its past, current, or future predecessors, successors, and assigns, together with each of their respective parent companies, subsidiaries, related or affiliated companies, members, shareholders, owners, officers, directors, employees, agents, attorneys, and insurers, along with any other individual or entity who could be jointly or severally liable for any of the Released Claims.

Dismissal of Action: Upon final approval, the Court will enter a judgment of dismissal of the Case with prejudice, but shall retain jurisdiction to enforce the terms of the settlement.

HOW YOU CAN GET PAYMENT

8. How can I get a payment?

To get a payment, you need do nothing. As long as you do not submit a written request to be excluded from the Settlement, you will be a Settlement Class Member and will be entitled to payment.

9. When would I get my payment?

The Court will hold a hearing on [HEARING DATE] [HEARING DATE] to decide whether to finally approve the settlement. If the Pierce County Superior 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 of more to resolve. In the event of an appeal, information regarding the appeal's progress will be made available at [WEBSITE] [WEBSITE]. If there is no appeal, we expect payments will go out within approximately sixty (60) days of the Court's final approval of the Settlement. Please be patient.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

The Court has decided that lawyers from the law firm of Entente Law PLLC are qualified to represent you and all Settlement Class Members. These lawyers are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by our own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

As indicated above, Class Counsel will seek payment of their attorney’s fees in an amount up to 30% of the Settlement Fund (\$97,500), and to recover their reasonable litigation costs, each of which must be approved by the Court as part of the final approval of this Settlement. Class Counsel have been working on this case since approximately July, 2022, and have not received any fees or reimbursements for the costs of the lawsuit.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I exclude myself from the Settlement?

If you fit the definition of a Settlement Class Member and want to exclude yourself from the Settlement, you must request exclusion in writing by [**NOTICE DEADLINE**]. You may be excluded as a member of the class by submitting a written request stating, “I request that I be excluded from the Class in the case of Jessica Stone v. Hy-Security Gate Inc.” The request must include your name, address, and signature. You must mail a copy of the letter to the Settlement Administrator at the following address postmarked no later than [**NOTICE DEADLINE**]:

If you exclude yourself from the Settlement (i.e., opt out), you will not receive any payment from the Settlement. You will also not be entitled to object to the Settlement. If you exclude yourself, you will not be bound by the terms of the Settlement, including the Release described in Sections 6 and 7, above. This means you will retain the right at your own expense to pursue any claims you may have against NNA.

OBJECTING TO THE SETTLEMENT

13. If I don’t like the Settlement, how do I tell the Court?

If you are a Settlement Class Member, have not excluded yourself from the Settlement, and do not like the Settlement or the fee request, you can object. You must do so in writing and you must state the reasons why you think the Court should not approve the Settlement. If you object, be sure to include your name, address, and telephone number, the name of the Case (*Jessica Stone v. Hy-Security Gate Inc.*, Pierce County Superior Court Civil Case No. 22-2-07701-3), the reasons you object to the Settlement, and a signature. You must mail a copy of the objection to the following address **postmarked no later than [OBJECTION DEADLINE]**:

THE COURT'S FAIRNESS HEARING

14. When and where will the Court decide to approve the Settlement?

The Court will hold a Fairness Hearing at [HEARING TIME], [HEARING TIME] on [HEARING DATE], [HEARING DATE], at the Pierce County Superior Court, Department 2, 930 Tacoma Ave S, Tacoma, WA 98402.

If there are objections, the Court will consider them. Judge Garold E. Johnson will listen to people who have asked to speak at the hearing (*see* Section 16). After the hearing, the Court will decide whether to finally approve the Settlement, including Class Counsel's request for attorney's fees, costs, Settlement Administration Expenses, and Service Award for the named Plaintiff. We do not know how long that decision will take.

15. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Garold E. Johnson may have, but you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

16. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying it is your "Notice of Intention to Appear in *Jessica Stone v. Hy-Security Gate Inc.*, Pierce County Superior Court Civil Case No. 22-2-07701-3." Be sure to include your name, address, phone number, and your signature. Your Notice of Intention to Appear must be **postmarked no later than [NOTICE DEADLINE]**, and be sent to the Court, Class Counsel, and Defense Counsel at the three addresses set forth below:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Hon. Garold E. Johnson Pierce County Superior Court Department 2 930 Tacoma Ave S Tacoma, WA 98402	James B. Pizl Entente Law PLLC 315 39 th Ave SW, Suite 14 Puyallup, WA 98373	Joseph A. Hamell Montgomery Purdue PLLC 701 Fifth Ave., Suite 5500 Seattle, WA 98104

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing—that is, if you do not mail or deliver a timely written request to exclude yourself from the Settlement—you will be part of the Settlement Class and will be entitled to a share of the Settlement. You will also be bound by the terms of the Settlement, including the Release described in Sections 6 and 7, above.

GETTING MORE INFORMATION

18. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the parties' Settlement Agreement. You can get a copy of the Settlement Agreement by visiting the website [WEBSITE], which has a copy of the Settlement Agreement posted. Plaintiff's motion for final approval of the settlement agreement, including Class Counsel's request for attorney's fees, costs, Settlement Administration Expenses, and a Service Award for the named Plaintiff will be available for you to review on [DATE] at [WEBSITE URL].

Stone v. Hy-Security Settlement Agreement

Final Audit Report

2023-01-26

Created:	2023-01-24
By:	Kendall Means (kmeans@montgomerypurdue.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAW8AoRX5WLuslkpJiZKbF0RM2saZfNTg3

"Stone v. Hy-Security Settlement Agreement" History

 Document created by Kendall Means (kmeans@montgomerypurdue.com)
2023-01-24 - 10:26:44 PM GMT

 Document emailed to l.longhin@niceforyou.com for signature
2023-01-24 - 10:28:05 PM GMT

 Email viewed by l.longhin@niceforyou.com
2023-01-25 - 10:32:29 PM GMT

 Signer l.longhin@niceforyou.com entered name at signing as Luca Longhin
2023-01-25 - 11:50:15 PM GMT

 Document e-signed by Luca Longhin (l.longhin@niceforyou.com)
Signature Date: 2023-01-25 - 11:50:17 PM GMT - Time Source: server

 Document emailed to Jim Pizl (jim@ententelaw.com) for signature
2023-01-25 - 11:50:18 PM GMT

 Email viewed by Jim Pizl (jim@ententelaw.com)
2023-01-26 - 1:22:00 AM GMT

 Signer Jim Pizl (jim@ententelaw.com) entered name at signing as James B. Pizl
2023-01-26 - 1:22:34 AM GMT

 Document e-signed by James B. Pizl (jim@ententelaw.com)
Signature Date: 2023-01-26 - 1:22:36 AM GMT - Time Source: server

 Document emailed to jhamell@montgomerypurdue.com for signature
2023-01-26 - 1:22:38 AM GMT

 Email viewed by jhamell@montgomerypurdue.com
2023-01-26 - 1:23:49 AM GMT

 Signer jhamell@montgomerypurdue.com entered name at signing as Josep Hamell
2023-01-26 - 1:24:22 AM GMT

 Document e-signed by Josep Hamell (jhamell@montgomerypurdue.com)
Signature Date: 2023-01-26 - 1:24:24 AM GMT - Time Source: server

 Document emailed to jastone71@gmail.com for signature
2023-01-26 - 1:24:25 AM GMT

 Email viewed by jastone71@gmail.com
2023-01-26 - 1:53:12 AM GMT

 Signer jastone71@gmail.com entered name at signing as Jessica stone
2023-01-26 - 1:54:15 AM GMT

 Document e-signed by Jessica stone (jastone71@gmail.com)
Signature Date: 2023-01-26 - 1:54:17 AM GMT - Time Source: server

 Agreement completed.
2023-01-26 - 1:54:17 AM GMT