

June 13 2023 2:16 PM

The Honorable Judge Stanley J. Rumbaugh
Noted for Consideration: June 23, 2023
With Oral Argument
CONSTANCE R. WHITE
COUNTY CLERK
No. 22-2-07701-3

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

JESSICA A. STONE, individually and on behalf
of all those similarly situated,

Plaintiffs,

vs.

HY-SECURITY GATE, INC., a Washington
Corporation

Defendant.

No. 22-2-07701-3

**DECLARATION OF CHANTAL
SOTO-NAJERA (ON BEHALF OF
CPT GROUP, INC.) WITH RESPECT
TO NOTIFICATION AND
ADMINISTRATION**

1 I, Chantal Soto-Najera, declare as follows:

2 1. I am employed by CPT Group, Inc., the Court-approved class action Settlement
3 Administrator for *Jessica A. Stone v. Hy-Security Gate Inc.* as a Case Manager. I have personal
4 knowledge of the facts set forth in this Declaration, and if called as a witness, I could and would
5 testify competently thereto.

6 2. Settlement Administrator (“CPT”) has extensive experience in providing notice of
7 class actions and administering class action settlements. In the past 30-plus years, we have
8 provided notification and/or claims administration services in thousands of class action cases.

9 3. CPT was selected by the parties to administer the settlement in this action. In this
10 capacity, CPT was charged with (a) printing, mailing and emailing to Class Members the *Notice*
11 *of Settlement*, (herein referred to as “Notice”), (b) tracing undeliverable mailings, (c) recording and
12 tracking responses to the mailings to the Proposed Class, (d) tracking and responding to any inquiries
13 made by any member of the Proposed Class, (e) receive and catalogue all Opt-Outs, (f) make any
14 additional mailings or e-mailings required under the terms of the Agreement, , (g) assist with the
15 administration of the Agreement, and (h) perform any other related tasks mutually agreed to by the
16 Parties. (i) establishing and maintaining a toll-free case hotline and email address where Class
17 Members can speak to case representatives regarding case specific questions; (j) establishing and
18 maintaining a static website where Class Members can access relevant information to the case, the
19 website is www.cptgroupcaseinfo.com/stonehysecurity , and (k) will be responsible for calculating
20 and mailing the Settlement Class checks to Settlement Class Members as well as completing any
21 associated tax reporting to the State and Federal tax authorities.

22 4. CPT received the Court-approved text for the Notice from Counsel on March 28,
23 2023. CPT prepared a draft of the Notice for mailing and emailing to the class members. Attached
24 hereto as **Exhibit A** is a true and correct copy of the Notice.

25 5. On April 18, 2023, CPT received a Settlement Class data file from counsel that
26 contained names, last known mailing addresses, email addresses, phone numbers, and Social
27 Security numbers. The mailing class list contained 88 Class Members.

1 6. On April 19, 2023, CPT caused a National Change of Address (NCOA) database
2 search to be performed in attempt to update the addresses on the class list and ensure it was as
3 accurate as possible. A search of this database provides updated addresses for any individual who
4 had moved in the previous four years and notified the U.S. Postal Service of their change of
5 address.

6 7. The Notices were enclosed in envelopes with the Class Member's name and known
7 address printed on the envelope. On April 21, 2023, the Notices were mailed via U.S. first class
8 mail to all Settlement Class Members and Notices were emailed to 80 out of 88 Settlement Class
9 Members whom we had available email addresses for.

10 8. On April 28, 2023, CPT received an additional Settlement Class data file containing
11 regular hours and overtime hours for each individual during the Class Period. At this time, CPT
12 was notified that 1 individual who was in the initial mailing list was erroneously included and
13 should be removed from class. Class size decreased to 87 class members.

14 9. As of the date of this declaration, 4 Notices were returned to our office by the U.S.
15 Post Office, none of which had a forwarding address provided. CPT performed a skip trace on all
16 returned mail without a forwarding address using Accurint, one of the most comprehensive address
17 databases available. It utilizes hundreds of different databases supplied by credit reporting
18 agencies, public records, and a variety of other national databases.

19 10. As a result of skip trace effort, or re-mail requests from Counsel or the Class
20 Members themselves, a total of 3 Notices have been re-mailed to date. As of the date of this
21 declaration, CPT reports a total of 2 undeliverable Notices, as no better addresses were provided
22 by the U.S. Post Office nor obtained through skip trace efforts.

23 11. The Notice indicated a deadline date of June 5, 2023, to object or request exclusion
24 from the settlement. Class Members had until June 5, 2023, to submit objections, disputes and/or
25 requests for exclusion.

26 12. As of the date of this declaration, CPT has not received any written objections to
27 the settlement.

28 13. As of the date of this declaration, CPT has not received any requests for exclusions.

1 14. As of the date of this declaration, CPT has not received any potential disputes
2 regarding work hours.

3 15. As of the date of this declaration, CPT will report a total of 87 Participating Class
4 Members, representing a 100 % participation rate.

5 16. Pursuant to the Settlement Agreement, the entire Net Settlement Amount was used
6 to calculate the estimated Settlement Awards to the Settlement Class Members.

7	Maximum Settlement Amount	\$325,000.00
8	Less Class Counsel Fees	\$97,500.00
9	Less Class Counsel Costs	\$5,000.00
10	Less Service Awards (1)	\$7,500.00
11	<u>Less Settlement Administration Costs</u>	<u>\$8,500.00</u>
12	Net Settlement Amount	\$206,500.00

13 17. Based on estimated settlement calculations at this time, the average gross payment
14 to each Settlement Class Member is \$2,373.56 and the highest is \$5,319.49.

15 18. CPT will charge a total of \$8,500.00 in costs associated with the administration of
16 the Settlement. This includes all costs incurred to date, as well as estimated costs involved in
17 completing the Settlement.

18 19. Prior to the hearing on the Motion for Final Approval of the Settlement, Settlement
19 Administrator will provide a supplemental declaration with updated reporting, to the extent there
20 are any updates to the information provided above.

21 I declare under penalty of perjury under the laws of the State of Washington that the
22 foregoing is true and correct. Executed this 12th day of June 2023, at Irvine, California.

23
24 
25 _____
Chantal Soto-Najera

EXHIBIT A

**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 20, 2019 and March 17, 2023 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 20, 2019, and March 17, 2023, 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 20, 2019 and March 17, 2023. 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 Judge Stanley J. Rumbaugh 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 20, 2019 and March 17, 2023.

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 20, 2019 through March 17, 2023. 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 June 23, 2023, 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 www.cptgroupcaseinfo.com/stonehysecurity. 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 June 5, 2023. 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 June 5, 2023

Stone v. Hy-Security Gate, Inc.
c/o CPT Group Inc.
50 Corporate Park, Irvine CA 92606
1(888) 413-0769
stonehysecurity@cptgroup.com

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 June 5, 2023:**

Stone v. Hy-Security Gate, Inc.
c/o CPT Group Inc.
50 Corporate Park, Irvine CA 92606
1(888) 413-0769
stonehysecurity@cptgroup.com

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 9:00 a.m. on June 23, 2023, at the Pierce County Superior Court, Department 18, 930 Tacoma Ave S, Tacoma, WA 98402.

If there are objections, the Court will consider them. Judge Stanley J. Rumbaugh 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 Stanley J. Rumbaugh 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 June 5, 2023**, and be sent to the Court, Class Counsel, and Defense Counsel at the three addresses set forth below:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Hon. Stanley J. Rumbaugh Pierce County Superior Court Department 18 930 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 www.cptgroupcaseinfo.com/stonehysecurity, 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 June 13, 2023, at www.cptgroupcaseinfo.com/stonehysecurity.