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and on behalf of all others similarly situated.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB 05, 2024

E. Escobedo

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

DALE RYAN WILSON, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

IDENTITY INTELLIGENCE GROUP,
LLC; IDIQ INC; and DOES 1 through 20,
inclusive,

Defendants.

Case No. CVRI2200927

Assigned for All Purposes to:
Judge Harold W. Hopp
Dept. 10

**AMENDED ~~PROPOSED~~ FINAL
JUDGMENT**

AMENDED ~~PROPOSED~~ FINAL JUDGMENT

CM
FEB 06 2024
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1 This Motion for Final Approval of Class Action Settlement came on for hearing
2 on February 5, 2024, at 8:30 a.m., in Department 1 of the above-captioned Court. Consistent
3 with the Joint Stipulation of Settlement (“Settlement Agreement”) entered into by Plaintiff Dale
4 Ryan Wilson and Defendant Identity Intelligence Group LLC (collectively referred
5 to as “Defendants”), a copy of which is attached to the Declaration of Steven McNicholl
6 filed on December 15, 2023, and due and adequate notice having been given to all
7 Settlement Class Members as required in the Preliminary Approval Order, it is hereby
8 ORDERED, ADJUDGED, AND DECREED as follows:

9 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
10 each Settlement Class Member by first-class mail. These papers informed the Settlement Class of
11 the terms of the Settlement, their right to receive an Individual Settlement Payment, their right (a)
12 to comment on or object to the Settlement, (b) to request exclusion from the Settlement and
13 pursue their own remedies, and (c) of their right to appear in person or by counsel at the final
14 approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time
15 were provided by each of these procedures. No member of the Class filed written objection to the
16 proposed Settlement as part of this notice process or stated an intention to appear at the final
17 approval hearing.

18 2. The Court finds and determines that this notice procedure afforded adequate
19 protections to Settlement Class Members and provides the basis for the Court to make an
20 informed decision regarding approval of the Settlement based on the responses of the Settlement
21 Class. The Court finds and determines that the notice provided in this case was the best notice
22 practicable, which satisfied the requirements of law and due process.

23 3. With respect to the Settlement Class and for purposes of approving this Settlement
24 only, this Court finds and concludes that: (a) the members of the Settlement Class are
25 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
26 questions of law or fact common to the Settlement Class, and there is a well-defined community
27 of interest among members of the Settlement Class with respect to the subject matter of the
28 Action; (c) the claims of Class Representative George Carrillo are typical of the claims of the

1 members of the Settlement Class; (d) the Class Representatives have fairly and adequately
2 protected the interests of the members of the Settlement Class; (e) a class action is superior to
3 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
4 record for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for
5 Plaintiff in their individual and representative capacities for the Class.

6 4. The Court has certified a Settlement Class, as that term is defined in and by the
7 terms of the Settlement Agreement all current and former non-exempt employees who are or
8 were employed by Defendants in California at any time from March 4, 2018 through January 27,
9 2023.

10 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

11 6. The Court hereby confirms Plaintiff Dale Ryan Wilson as the Class
12 Representative in this Action.

13 7. The Court finds and determines that the terms set forth in the Settlement
14 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
15 according to its terms, having found that the Settlement was reached as a result of informed and
16 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
17 that the Parties conducted extensive investigation, research, and discovery and that their
18 attorneys were able to reasonably evaluate their respective positions. The Court also finds that
19 the Settlement will enable the Parties to avoid additional and potentially substantial litigation
20 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
21 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
22 value accorded to the Class.

23 8. The Court further finds and determines that the terms of the Settlement are fair,
24 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that
25 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
26 should be and hereby are ordered to be consummated.

27 9. The Court hereby approves the Gross Settlement Amount of \$250,000.00.
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1 10. The Court finds and determines that the Individual Settlement Payments to be paid
2 to participating Settlement Class Members as provided for by the Settlement are fair and
3 reasonable. The Court hereby gives final approval to and orders the payment of those amounts be
4 made to the participating Settlement Class Members in accordance with the Settlement
5 Agreement.

6 11. The Court finds and determines that payment to the California Labor and
7 Workforce Development Agency of \$20,000 as its share of the settlement of civil penalties in this
8 case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that
9 the payment of that amount be paid in accordance with the Settlement Agreement.

10 12. The Court finds and determines that the fees and expenses in administrating the
11 Settlement incurred by ILYM Group, Inc. in the amount of \$6,550.00 are fair and reasonable.
12 The Court hereby gives final approval to and orders that the payment of that amount in
13 accordance with the Settlement.

14 13. The Court finds and determines the Class Representative Incentive Award of
15 \$10,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make
16 this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement
17 Agreement.

18 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
19 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
20 the sum of \$83,333.33 and litigation costs of \$14,809.75. The Court finds such amounts to be
21 fair and reasonable. The Court hereby orders the Settlement Administrator to make these
22 payments in accordance with the terms of the Settlement Agreement.

23 15. Without affecting the finality of this order or the entry of judgment in any way,
24 the Court retains jurisdiction of all matters relating to the interpretation, administration,
25 implementation, effectuation, and enforcement of this order and the Settlement.

26 16. Nothing in this order shall preclude any action to enforce the Parties' obligations
27 under the Settlement or under this order, including the requirement that Defendants make
28 payment to the participating Settlement Class Members in accordance with the Settlement.

1 17. Any envelope transmitting a settlement distribution to a class member shall bear
2 the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." With the
3 checks, the Settlement Administrator shall include notice of entry of judgment by included a
4 statement that "judgment was entered by the Court on [date], 2024."

5 18. Any settlement distribution check shall be negotiable for 180 days from the date
6 of mailing.

7 19. The administrator shall mail a reminder postcard to any class member whose
8 settlement distribution check has not been negotiated within 60 days after the date of mailing.

9 20. If (i) any of-the class members are current employees of the defendant, (ii) the
10 distribution mailed to those employees is returned to the administrator as being undeliverable,
11 and (iii) the administrator is unable to locate a valid mailing address, the administrator shall
12 arrange with the defendant to have those distributions delivered to the employees at their place
13 of employment.

14 21. The three class members who requested exclusion, Aby Hernandez, Katlyn
15 Fountain and Robert Erhardt, are excluded from the release of class claims.

16 22. After the settlement checks expire, uncashed funds shall be sent to the State
17 Unclaimed Property Fund.

18 23. The Court will set a compliance hearing after the completion of the distribution
19 process and the expiration of the time to cash checks for counsel for Plaintiff and the
20 Administrator to comply with CCP 384(b) and to submit a summary accounting how the funds
21 have been distributed to the class members and the status of any unresolved issues.

22 24. The Court hereby enters final judgment in accordance with the terms of the
23 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement
24 filed on September 29, 2023, and this Order.

25 25. The Parties will bear their own costs and attorneys' fees except as otherwise
26 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
27 costs.

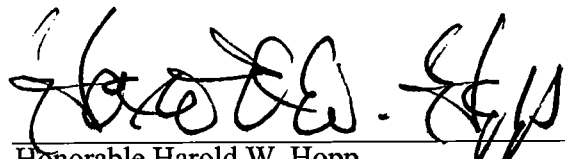
28 26. This Judgment is intended to be a final disposition in its entirety of the above

1 captioned action. Without affecting the finality of this judgment in any way, the Court retains
2 jurisdiction of all matters relating to the interpretation, administration, implementation,
3 effectuation, and enforcement of the Settlement pursuant to Code of Civil Procedure § 664.6.

4 27. Upon completion of administration of the Settlement, the Settlement Administrator
5 will provide written certification of such completion to the Court and counsel for the Parties
6 which shall be filed with the Court five (5) court days before the Non-Appearance Case Review
7 re: Final Report re: Distribution of Settlement Funds hearing set for **December 2, 2024 at**
8 **8:30 a.m., or** _____ in the above-entitled Court.

9 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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12 DATED: 2/5, 2024

13 
14 Honorable Harold W. Hopp
15 JUDGE OF THE SUPERIOR COURT
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