

AEGIS LAW FIRM, PC

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Attorneys for Defendant:

IDENTITY INTELLIGENCE GROUP, LLC

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. 1*

**AMENDMENTS TO JOINT
STIPULATION OF SETTLEMENT**

1 Plaintiff DALE RYAN WILSON (“Plaintiff”) and the Class Members, on the one hand, and
2 Defendant IDENTITY INTELLIGENCE GROUP, LLC (“Defendant”), pursuant to Section 6.01 of
3 the Joint Stipulation of Settlement (“Agreement” or “Settlement”), hereby agree to amend the
4 Agreement as stated herein. The changes made are in bold, but do not include the headings and
5 subheadings herein. All other terms of the Joint Stipulation of Settlement not amended herein shall
6 remain in full force and effect. The amendments stated herein are incorporated in the Agreement by
7 this reference:

8 **ARTICLE I is hereby amended to State:**

9 ee. “Released Parties” means Defendant **Identity Intelligence Group, LLC and each**
10 **of its former and present directors, officers, shareholders, owners, members, attorneys,**
11 **insurers, predecessors, successors, employees, agents, assigns, subsidiaries, and affiliates.**

12 **Section 3.06: Settlement Payment Procedures is hereby amended to State:**

13 **a. Settlement Amount**

14 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
15 Gross Settlement Amount in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00),
16 subject to a pro rata increase under the condition set forth in Section 3.04(e). The Gross Settlement
17 Amount includes all Individual Settlement Amounts to Participating Class Members, all
18 administration costs, Class Counsel’s attorney’s fees and costs, PAGA Settlement Amount, and the
19 Incentive Payments.

20 Within **sixty** (60) calendar days after the Date of Finality, Defendant shall transfer the
21 \$250,000.00, as set forth herein, into a QSF established by the Settlement Administrator either
22 directly or by sending the funds to the Settlement Administer to be deposited and distributed plus
23 Defendant’s share of employer-side payroll taxes. The Settlement Administrator will use these funds
24 to fund payment of the Individual Settlement Payments to Participating Class Members, Class
25 Counsel’s attorneys’ fees and costs, the Incentive Award, and the Settlement Administration Costs.
26 Within ten (10) court days after receiving Defendants’ final payment, funding the Gross Settlement
27 Amount in full, the Settlement Administrator will pay the Individual Settlement Payments to
28 Participating Class Members, Class Counsel’s attorneys’ fees and costs, LWDA Payment, the

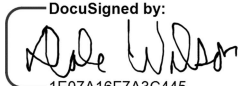
1 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement
2 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
3 search based on the National Change of Address Database to update and correct for any known or
4 identifiable address changes.

5 EXECUTION BY PARTIES AND COUNSEL

6 The Parties and their counsel hereby execute this Agreement.

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8 Dated: 08/21/2023

DALE RYAN WILSON

9 By: 
10 DocuSigned by:
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Dale Ryan Wilson

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12 Dated: 8/22/2023

IDENTITY INTELLIGENCE GROUP, LLC

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Dated: August 21, 2023

APPROVED AS TO FORM ONLY:

AEGIS LAW FIRM

By: Steven McNicholl
Jessica L. Campbell
Steven A. McNicholl
Attorneys for Named Plaintiff Dale Ryan
Wilson

Dated: _____

CALL & JENSEN

By: _____
Julie R. Trotter
Jacqueline Beaumont
Attorneys for Defendant, Identity
Intelligence Group, LLC

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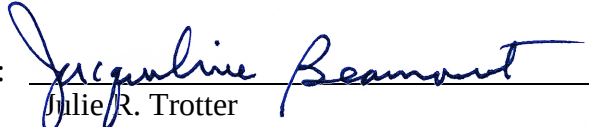
AEGIS LAW FIRM

Dated: _____

By: _____
Jessica L. Campbell
Steven A. McNicholl
Attorneys for Named Plaintiff Dale Ryan
Wilson

Dated: August 18, 2023

CALL & JENSEN

By:  _____
Julie R. Trotter
Jacqueline Beaumont
Attorneys for Defendant, Identity
Intelligence Group, LLC

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