

AEGIS LAW FIRM, PC

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Attorneys for Plaintiff Dale Ryan Wilson, individually,
and on behalf of all others similarly situated.

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. RG21111864

*Assigned for all purposes to
Judge Evelio Grillo
Dept. 21*

**SUPPLEMENTAL DECLARATION OF
STEVEN A. MCNICHOLL IN SUPPORT OF
PLAINTIFF DALE RYAN WILSON'S
SUPPLEMENTAL SUBMISSION IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 I, Steven A. McNicholl, hereby declare as follows:

2 1. I am an attorney at law licensed to practice before all of the courts of the State of
3 California. I am an associate with Aegis Law Firm, PC (“Aegis”), counsel for Plaintiff in this matter.

4 2. I am thoroughly familiar with and have personal knowledge of all of the facts set forth
5 herein.

6 3. I submit this supplemental declaration in support of Plaintiff’s Motion for Preliminary
7 Approval of Class Action Settlement (“Motion”). If called as a witness, I could and would competently
8 testify thereto.

9 4. On June 27, 2023, Plaintiff’s Motion for Preliminary Approval was heard, following the
10 Court’s ruling ordering further briefing on specific items which were identified in the Court’s order. All
11 questions in the Court’s order are answered through this declaration.

12 5. Issue #1 – Defense counsel does not indicate whether counsel is aware of any other class
13 or representative action against Defendant.

14 6. Defense counsel submits the Declaration of Jacqueline Beaumont In Support of Continued
15 Hearing on Motion for Preliminary Approval (“Beaumont Decl.”) to address this issue. *See* Beaumont
16 Decl. ¶ 2.

17 7. Issue #2 – No range of possible recoveries is provided.

18 8. Plaintiff’s counsel was provided a sample of the Class for analysis. Plaintiff’s counsel
19 does not have sufficient data to calculate the high and low estimated recovery. Based on the amounts
20 requested for Plaintiff’s incentive awards, the PAGA Award, the Settlement Administration Costs, and
21 Attorneys’ fees and reimbursement costs, Class Member will receive an average of at least \$390.00.
22 PAGA Group Members will receive on average of \$45.00 from the 25% of the PAGA penalties allocated
23 to the employees. Class Members will be paid based on the number of weeks they worked by each class
24 member to the Settlement Administrator. As a result, Plaintiff does not have the high and low payout
25 class members will receive, but will provide the Court with this information at final approval.

26 9. Issue #3 – Why are unclaimed funds not redistributed to class members?

27 10. The Parties are attempting to comply with CCP 384 which states in part, “[t]he court shall
28 also set a date when the parties shall report to the court the total amount that was actually paid to the class

members. **After the report is received, the court shall amend the judgment to direct the defendant to pay the sum of the unpaid residue or unclaimed or abandoned class member funds, plus any interest that has accrued thereon, to nonprofit organizations or foundations.**

11. Issue #4 – What are the number of PAGA aggrieved employees and the number of pay periods?

12. The number of PAGA aggrieved employees is estimated to be 104 employees and the number of pay periods is estimated to be 2,699 based on the random sample provided by Defendant.

13. Issue #5 – Notice not attached to proposed order.

14. The proposed Class Notice is attached to the revised proposed Order as Exhibit A.

15. Issue #6 – Need forms for exclusion and objection.

16. The exclusion and objection forms are attached to the revised proposed Order as Exhibit B and Exhibit C.

17. Issue #7 – Proposed order states class period *begins* on March 4, 2023.

18. The revised proposed Order states the Class Period begins on March 4, 2018. *See* proposed Order ¶ 4.

19. Issue #8 – Administrator’s bid includes mailing costs but proposed order says they will be paid out of GSA separate from administration costs.

20. The revised proposed Order states mailing costs will be paid out of the Settlement Administration Costs. *See* proposed Order ¶ 11.

21. Issue #9 – Proposed order does not require either class counsel or administrator to notify objecting class members of final fairness hearing.

22. The revised proposed Order states the administrator to notify objecting class members of final fairness hearing. *See* proposed Order ¶ 10.

23. Issue #10 – No declaration from defendant concerning age and educational background of class members.

24. Defense counsel submits the Declaration of Beth Cheeseman In Support of Motion for Preliminary Approval (“Cheeseman Decl.”) to address this issue. *See* Cheeseman Decl. ¶ 2-3.

25. Issue #11 – 3.06 says within fifteen (60) days

26. The Parties executed Amendments to Joint Stipulation Settlement Agreement (“the Amendments”). The requested revision is shown in Section 3.06 of the Amendments.

27. Issue #12 – PAGA release is overbroad as to identity of releasing parties.

28. The Parties executed Amendments to Joint Stipulation Settlement Agreement. The amended the definition of “Released Party” to be consistent with this issue. The requested revision is shown in Article I of the Amendments.

29. Issue #13 – Notice uses Latin terms and legal terms of art. Without more detail concerning class members/aggrieved employees background, it is unclear whether the explanation of PAGA is understandable.

30. Defense counsel submits the Declaration of Beth Cheeseman In Support of Motion for Preliminary Approval (“Cheeseman Decl.”) to address this issue. *See* Cheeseman Decl. ¶ 2-3.

31. Issue #14 – Notice does not state range of recoveries.

32. The revised proposed Class Notice provides a fill in section for the administrator to include the range of recoveries once calculated. *See* proposed Order, Ex. A at pg. 3.

33. Issue #15 – Notice does not state the name and date of document to which the settlement agreement is attached, so recipients can find it easily.

34. The revised proposed Class Notice states the name and date of document to which the settlement agreement and the amendments to the settlement agreement are attached. *See* proposed Order, Ex. A at pg. 4.

35. A true and correct copy of the Amendments to Joint Stipulation of Settlement is attached hereto as **Exhibit 1**.

36. A true and correct copy of the LWDA’s confirmation that my office submitted the Supplemental Submission in Support of Motion for Preliminary Approval is attached hereto as **Exhibit 2**.

37. A true and correct copy of the redlined amended Class Notice is attached hereto as **Exhibit 3**.

38. A true and correct copy of a clean copy of the amended Class Notice is attached hereto as **Exhibit 4**.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct.

3 Executed on August 22, 2023 at Irvine, California.
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6 Steven A. McNicholl
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EXHIBIT 1

AEGIS LAW FIRM, PC

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KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
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smcnicholl@aegislawfirm.com

Attorneys for Plaintiff Dale Ryan Wilson, individually,
and on behalf of all others similarly situated.

CALL & JENSEN

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Facsimile: 949.717.3100
Email: jtrotter@calljensen.com

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

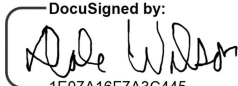
1 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement
2 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
3 search based on the National Change of Address Database to update and correct for any known or
4 identifiable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

5 EXECUTION BY PARTIES AND COUNSEL

6 The Parties and their counsel hereby execute this Agreement.

7
8 Dated: 08/21/2023

DALE RYAN WILSON

9 By: 
10 DocuSigned by:
1E07A16F7A3C445...
Dale Ryan Wilson

11
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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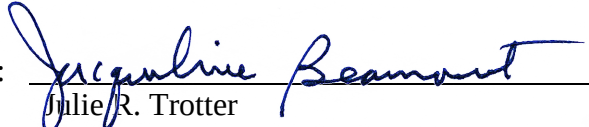
AEGIS LAW FIRM

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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EXHIBIT 2

EXHIBIT 3

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

Dale Ryan Wilson v. Identity Intelligence Group, LLC, et al.
Riverside County Superior Court, Case No. CVRI2200927

If you worked for Identity Intelligence Group, LLC as a non-exempt employee, in California at any time from March 4, 2018, through January 27, 2023, the settlement of this class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Dale Ryan Wilson v. Identity Intelligence Group, LLC, et al.*, Case No. CVRI2200927 (Riverside County Superior Court) (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the Settlement.
- The Court has preliminarily approved a class action settlement with Defendant *Identity Intelligence Group, LLC* (“Defendant”), which will affect all non-exempt employees who worked for Defendants in California at any time from March 4, 2018 through January 27, 2023 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Class and will be entitled to a settlement award as detailed below. But, you will not be able to bring your own lawsuit against Defendants for violations that relate to the claims brought in this Lawsuit.
OBJECT TO THE SETTLEMENT	Stay in this Lawsuit. Object. Receive a payment. Give up certain rights. If you object to the settlement, you will remain a member of the Class. If the Court approves the settlement, you will be entitled to collect a settlement award and be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED	Get out of this Lawsuit. Receive no payment from the class settlement. Keep your rights. If you ask to be excluded from the Settlement, you will not receive any payment from the settlement award. But, you keep your right to sue Defendants separately for the legal claims raised in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you a PAGA Group Member, which is a subset of the Class.

- **Regardless of the option you choose, you will not be retaliated against.**
- Your options are explained in this notice. To object to the settlement or to ask to be excluded, you must act before [REDACTED].
- **Any questions?** Read on or contact Class Counsel or the Settlement Administrator listed below.

BASIC INFORMATION

1. Why did I get this notice?

Defendant's records show that you worked for Defendants as a non-exempt employee in California at some point between March 4, 2018 through January 27, 2023.

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement may be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this Settlement. Judge Harold W. Hopp of the Superior Court of the State of California, County of Riverside, is overseeing this lawsuit.

2. What is this lawsuit about?

In this Lawsuit, Plaintiff Dale Ryan Wilson ("Plaintiff") claims that Defendant: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to permit rest breaks; (5) failed to reimburse business expenses; (6) failed to provide accurate itemized wage statements; (7) failed to pay all wages due upon separation of employment and within the required time; (8) failed to keep accurate payroll records; (9) violated California's Unfair Competition laws; and (10) that these violations entitle Plaintiff to recover civil penalties on behalf of the State of California under the "Private Attorneys General Act", Labor Code § 2698 et. seq ("PAGA").

Throughout the litigation, Defendant has denied—and continue to deny—the factual and legal allegations in the Lawsuit. Defendant deny any wrongdoing and asserts that its conduct at all times complied with the law. However, Defendant has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

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

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are referred to as a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The company being sued is called the defendant. In class action litigation, a Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This class action also includes a PAGA claim, where the Plaintiff is attempting to recover civil penalties on behalf of the State of California. In a PAGA action, the State receives 75% of any recovered civil penalties, and the employees receive 25%. This Settlement will resolve all claims by the State for civil penalties arising from the claims made by Plaintiff in the Lawsuit during the period of March 4, 2021 through January 27, 2023 (the "PAGA Period").

4. Why is this Lawsuit a class action?

For settlement purposes, Plaintiff and Defendant agreed that this case can proceed as a class action and have agreed to ask the Court to approve the class action Settlement. The Court has not ruled on the merits of the claims in the Lawsuit.

5. What are the terms of the proposed Settlement?

The major terms of the settlement are as follows:

1. Defendants have agreed to pay \$250,000 to settle the claims in this Lawsuit. This amount is also known as the “Gross Settlement Amount.”
2. Plaintiff has agreed to release all of his claims in this this Lawsuit against Defendant.
3. Plaintiff seeks the following deductions from the \$250,000 Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (which is currently equal to \$83,333.33) for Class Counsel’s attorneys’ fees.
 - b. Up to \$25,000.00 for reimbursement of Class Counsel’s litigation costs.
 - c. An Incentive Award of up to \$10,000 for Plaintiff, for filing the Lawsuit, performing work in connection with the Lawsuit, and the risks associated with filing the Lawsuit.
 - d. Up to \$10,000.00 to cover the costs of the Settlement.
 - e. A PAGA Settlement Amount of up to \$20,000 for the release of PAGA claims. The PAGA Settlement Amount shall be allocated 75% (or \$15,000.00) to the California Labor and Workforce Development Agency and 25% (or \$5,000.00) to the non-exempt employees that worked for Defendants in California at any time during the PAGA Period (“PAGA Group Members”).

If the Court approves these requested deductions, there will be approximately \$106,666.67 remaining. The remaining funds will be referred to as the “Net Settlement Amount.” The Net Settlement Amount will be distributed to Class Members who do not request exclusion according to the number of weeks they worked for Defendants in California during the Class Period. This is referred to as the “Individual Settlement Payment.” The Individual Settlement Payment’s range from [REDACTED] to [REDACTED].

PAGA Settlement Amount. 25% of the PAGA Settlement Amount (or \$5,000.00) will be paid to PAGA Group Members based on the number of pay periods they worked for Defendants in California during the PAGA Period. If you are a PAGA Group Member, you will receive a pro rata share of the PAGA Group Payment regardless of whether you opt-out of the class settlement. This is referred to as the “Individual PAGA Payment.”

Settlement Agreement. The Settlement Agreement is attached to the Declaration of Steven A. McNicholl In Support of Motion for Preliminary Approval of Class Action Settlement as Exhibit A filed on May

10, 2023. The Amendments to the Settlement Agreement are attached to the Supplemental Declaration of Steven A. McNicholl In Support of Supplemental Submission in Support of Motion for Preliminary Approval of Class Action as Exhibit 1 filed on August 22, 2023.

Check Cashing Period. If a settlement check remains uncashed after 180 days from the date it is issued, the check will become void and the amount of the uncashed check shall be transmitted to the by pres recipient chosen by the parties: Riverside Legal Aid, 4129 Main Street, Suit 101, Riverside, CA 92501.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes all non-exempt employees employed by Defendants at any time from March 4, 2018 through January 27, 2023 (the “Class Period”).

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting ILYM Group, Inc, the “Settlement Administrator”, at the designated phone number for this matter at (888) 250-6810 or by calling or writing the lawyers representing the Class in this case ("Class Counsel"), at the phone number or address listed in Section 19.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, the total number of pay periods you worked in California for Defendant as a non-exempt employee during the Class Period is [REDACTED]. The total number of pay periods you worked in California for Defendants as a non-exempt employee during the PAGA Period is [REDACTED].

Based on information provided above, anticipated court-approved deductions, and preliminary calculations of Qualified Workweeks, it is estimated your Individual Settlement Payment will be \$ [REDACTED], less applicable taxes and withholdings and your Individual PAGA Settlement Payment will be \$ [REDACTED].

You do not need to do anything further to receive your Individual Settlement Payment and Individual PAGA Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

If you believe your total pay periods worked during the Class Period and/or total pay periods worked during the PAGA Period shown above are not correct, you may contact the Settlement Administrator indicating what you believe is correct no later than [REDACTED]. You should send any documents or other information that supports your belief that the number of weeks set forth above is incorrect. The Settlement Administrator will attempt to resolve any dispute based upon Defendant’s records and any information you provide. Any dispute not resolved by the Settlement Administrator will be resolved by the Court.

9. What rights am I releasing if I participate in the Settlement?

Upon the date Defendant transfer the Gross Settlement Amount, Named Plaintiff and Participating Class Members irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all the Released Claims during the Class Period.

“Released Claims” means any and all claims alleged in Named Plaintiffs’ Operative Complaint, during the Class Period, including but not limited to (1) failure to pay minimum wages (2) failure to pay overtime wages (3) failure to provide meal periods (4) failure to authorize or permit rest periods (5) failure to reimburse business expenses (6) failure to furnish accurate itemized wage statements wage statement violations (7) failure to pay wages upon separation of employment and within the required time and (8) violation of California Business and Professions Code §§17200, *et seq.*, based on the preceding claims

“Released Parties” means Defendant.

Upon the date Defendant transfer the Gross Settlement Amount, the State of California and PAGA Group Members release the Released Parties from all claims exhausted in Plaintiff’s notice(s) sent to the LWDA and alleged in the Complaint which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, you must not opt-out). To object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. Your written objection must set forth the grounds for your objection and be signed and dated, along with any supporting documents. Any written objection must be mailed to the Settlement Administrator no later than [REDACTED]. You can also appear at the final approval hearing. The information for the hearing is included in Section 17 of this notice.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you will not receive any money or benefits from the class settlement. However, if you opt out, you may then be able to sue or continue to sue Defendants for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's ruling in this Lawsuit except for the release by PAGA Group Members. Whether or not you submit a Request for Exclusion, if you are a PAGA Group Member, you will still receive your portion of the PAGA Group Payment.

12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. Your written statement should include your full name and address, and say something like, “I am a member of the class in the case of *Dale Ryan Wilson-Identity Intelligence Group, LLC, et al.*, Riverside Superior Court, Case No. CVRI2200927, and I wish to exclude myself from the settlement, knowing I will not get payment as a class member and I will not release my claims as a class member.” The statement must be signed by you or your authorized representative and must be postmarked on or before [REDACTED]. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.

Any class member who fails to submit a valid and timely request for exclusion will be bound by all terms of the settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court. However, Class Members cannot opt out of releasing PAGA claims, as those claims technically belong to the State of California and Plaintiff has agreed to release those claims acting as a proxy for the State.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Class Counsel:

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Steven A. McNicholl
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
smcnicholl@aegislawfirm.com

The Court has preliminarily decided that Aegis Law Firm, PC is qualified to represent you and all Class Members. The law firm’s attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers’ experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$83,333.33) in attorneys’ fees, plus costs not to exceed \$20,000.00, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel’s fees and costs from your Individual Settlement Payment.

15. How will the Plaintiff be paid?

As part of the Settlement, Class Counsel has requested an incentive award of up to \$10,000 to be paid to the Plaintiff for his efforts in this matter, while serving as Class Representative and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Phone: 888.250.6810

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [REDACTED], at [REDACTED] in Department 101 of the Superior Court of California, County of Riverside, located at 4050 Main Street, Riverside, CA 92501. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class.

The Final Fairness and Approval Hearing date and/or location is subject to change. To check if the hearing has changed, please go to <https://www.epublic-access.riverside.courts.ca.gov/public-portal/> Click on “Case Number Search.” Type in “CVRI2200927” and then click “Search.” You may have to create an account. The information for the Final Fairness and Approval Hearing will be listed under “HEARINGS.”

If you wish to attend the hearing, please first visit <https://www.riverside.courts.ca.gov/> to determine whether you can appear in person and how you can appear remotely by video or phone. Please check the Court’s website for the Court’s current pandemic protocols for appearance at hearings.

If the Court enters final judgment, then the Notice of Entry of Judgment will be posted on the Settlement Administrators’ website at <https://ilymgroup.com>

18. When will I get money after the hearing?

The Court will hold a hearing on [REDACTED], at [REDACTED], to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time.

If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after Defendant makes payment to the Settlement Administrator. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

This Notice only summarizes the lawsuit, the Settlement, and related matters. For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California, at the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Phone: 888.250.6810

**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANT'S
MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS
ABOUT THIS NOTICE.**

EXHIBIT 4

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

Dale Ryan Wilson v. Identity Intelligence Group, LLC, et al.
Riverside County Superior Court, Case No. CVRI2200927

If you worked for Identity Intelligence Group, LLC as a non-exempt employee, in California at any time from March 4, 2018, through January 27, 2023, the settlement of this class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Dale Ryan Wilson v. Identity Intelligence Group, LLC, et al.*, Case No. CVRI2200927 (Riverside County Superior Court) (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the Settlement.
- The Court has preliminarily approved a class action settlement with Defendant *Identity Intelligence Group, LLC* (“Defendant”), which will affect all non-exempt employees who worked for Defendants in California at any time from March 4, 2018 through January 27, 2023 (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Class and will be entitled to a settlement award as detailed below. But, you will not be able to bring your own lawsuit against Defendants for violations that relate to the claims brought in this Lawsuit.
OBJECT TO THE SETTLEMENT	Stay in this Lawsuit. Object. Receive a payment. Give up certain rights. If you object to the settlement, you will remain a member of the Class. If the Court approves the settlement, you will be entitled to collect a settlement award and be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED	Get out of this Lawsuit. Receive no payment from the class settlement. Keep your rights. If you ask to be excluded from the Settlement, you will not receive any payment from the settlement award. But, you keep your right to sue Defendants separately for the legal claims raised in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you a PAGA Group Member, which is a subset of the Class.

- **Regardless of the option you choose, you will not be retaliated against.**
- Your options are explained in this notice. To object to the settlement or to ask to be excluded, you must act before [REDACTED].
- **Any questions?** Read on or contact Class Counsel or the Settlement Administrator listed below.

BASIC INFORMATION

1. Why did I get this notice?

Defendant's records show that you worked for Defendants as a non-exempt employee in California at some point between March 4, 2018 through January 27, 2023.

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement may be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this Settlement. Judge Harold W. Hopp of the Superior Court of the State of California, County of Riverside, is overseeing this lawsuit.

2. What is this lawsuit about?

In this Lawsuit, Plaintiff Dale Ryan Wilson ("Plaintiff") claims that Defendant: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to permit rest breaks; (5) failed to reimburse business expenses; (6) failed to provide accurate itemized wage statements; (7) failed to pay all wages due upon separation of employment and within the required time; (8) failed to keep accurate payroll records; (9) violated California's Unfair Competition laws; and (10) that these violations entitle Plaintiff to recover civil penalties on behalf of the State of California under the "Private Attorneys General Act", Labor Code § 2698 et. seq ("PAGA").

Throughout the litigation, Defendant has denied—and continue to deny—the factual and legal allegations in the Lawsuit. Defendant deny any wrongdoing and asserts that its conduct at all times complied with the law. However, Defendant has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

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

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are referred to as a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The company being sued is called the defendant. In class action litigation, a Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This class action also includes a PAGA claim, where the Plaintiff is attempting to recover civil penalties on behalf of the State of California. In a PAGA action, the State receives 75% of any recovered civil penalties, and the employees receive 25%. This Settlement will resolve all claims by the State for civil penalties arising from the claims made by Plaintiff in the Lawsuit during the period of March 4, 2021 through January 27, 2023 (the "PAGA Period").

4. Why is this Lawsuit a class action?

For settlement purposes, Plaintiff and Defendant agreed that this case can proceed as a class action and have agreed to ask the Court to approve the class action Settlement. The Court has not ruled on the merits of the claims in the Lawsuit.

5. What are the terms of the proposed Settlement?

The major terms of the settlement are as follows:

1. Defendants have agreed to pay \$250,000 to settle the claims in this Lawsuit. This amount is also known as the “Gross Settlement Amount.”
2. Plaintiff has agreed to release all of his claims in this this Lawsuit against Defendant.
3. Plaintiff seeks the following deductions from the \$250,000 Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (which is currently equal to \$83,333.33) for Class Counsel’s attorneys’ fees.
 - b. Up to \$25,000.00 for reimbursement of Class Counsel’s litigation costs.
 - c. An Incentive Award of up to \$10,000 for Plaintiff, for filing the Lawsuit, performing work in connection with the Lawsuit, and the risks associated with filing the Lawsuit.
 - d. Up to \$10,000.00 to cover the costs of the Settlement.
 - e. A PAGA Settlement Amount of up to \$20,000 for the release of PAGA claims. The PAGA Settlement Amount shall be allocated 75% (or \$15,000.00) to the California Labor and Workforce Development Agency and 25% (or \$5,000.00) to the non-exempt employees that worked for Defendants in California at any time during the PAGA Period (“PAGA Group Members”).

If the Court approves these requested deductions, there will be approximately \$106,666.67 remaining. The remaining funds will be referred to as the “Net Settlement Amount.” The Net Settlement Amount will be distributed to Class Members who do not request exclusion according to the number of weeks they worked for Defendants in California during the Class Period. This is referred to as the “Individual Settlement Payment.” The Individual Settlement Payment’s range from [REDACTED] to [REDACTED].

PAGA Settlement Amount. 25% of the PAGA Settlement Amount (or \$5,000.00) will be paid to PAGA Group Members based on the number of pay periods they worked for Defendants in California during the PAGA Period. If you are a PAGA Group Member, you will receive a pro rata share of the PAGA Group Payment regardless of whether you opt-out of the class settlement. This is referred to as the “Individual PAGA Payment.”

Settlement Agreement. The Settlement Agreement is attached to the Declaration of Steven A. McNicholl In Support of Motion for Preliminary Approval of Class Action Settlement as Exhibit A filed on May

10, 2023. The Amendments to the Settlement Agreement are attached to the Supplemental Declaration of Steven A. McNicholl In Support of Supplemental Submission in Support of Motion for Preliminary Approval of Class Action as Exhibit A filed on August 22, 2023.

Check Cashing Period. If a settlement check remains uncashed after 180 days from the date it is issued, the check will become void and the amount of the uncashed check shall be transmitted to the by pres recipient chosen by the parties: Riverside Legal Aid, 4129 Main Street, Suite 101, Riverside, CA 92501.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes all non-exempt employees employed by Defendants at any time from March 4, 2018 through January 27, 2023 (the “Class Period”).

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting ILYM Group, Inc, the “Settlement Administrator”, at the designated phone number for this matter at (888) 250-6810 or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 19.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, the total number of pay periods you worked in California for Defendant as a non-exempt employee during the Class Period is [REDACTED]. The total number of pay periods you worked in California for Defendants as a non-exempt employee during the PAGA Period is [REDACTED].

Based on information provided above, anticipated court-approved deductions, and preliminary calculations of Qualified Workweeks, it is estimated your Individual Settlement Payment will be \$ [REDACTED], less applicable taxes and withholdings and your Individual PAGA Settlement Payment will be \$ [REDACTED].

You do not need to do anything further to receive your Individual Settlement Payment and Individual PAGA Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

If you believe your total pay periods worked during the Class Period and/or total pay periods worked during the PAGA Period shown above are not correct, you may contact the Settlement Administrator indicating what you believe is correct no later than [REDACTED]. You should send any documents or other information that supports your belief that the number of weeks set forth above is incorrect. The Settlement Administrator will attempt to resolve any dispute based upon Defendant’s records and any information you provide. Any dispute not resolved by the Settlement Administrator will be resolved by the Court.

9. What rights am I releasing if I participate in the Settlement?

Upon the date Defendant transfer the Gross Settlement Amount, Named Plaintiff and Participating Class Members irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all the Released Claims during the Class Period.

“Released Claims” means any and all claims alleged in Named Plaintiffs’ Operative Complaint, during the Class Period, including but not limited to (1) failure to pay minimum wages (2) failure to pay overtime wages (3) failure to provide meal periods (4) failure to authorize or permit rest periods (5) failure to reimburse business expenses (6) failure to furnish accurate itemized wage statements wage statement violations (7) failure to pay wages upon separation of employment and within the required time and (8) violation of California Business and Professions Code §§17200, *et seq.*, based on the preceding claims

“Released Parties” means Defendant.

Upon the date Defendant transfer the Gross Settlement Amount, the State of California and PAGA Group Members release the Released Parties from all claims exhausted in Plaintiff’s notice(s) sent to the LWDA and alleged in the Complaint which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, you must not opt-out). To object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. Your written objection must set forth the grounds for your objection and be signed and dated, along with any supporting documents. Any written objection must be mailed to the Settlement Administrator no later than [REDACTED]. You can also appear at the final approval hearing. The information for the hearing is included in Section 17 of this notice.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you will not receive any money or benefits from the class settlement. However, if you opt out, you may then be able to sue or continue to sue Defendants for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's ruling in this Lawsuit except for the release by PAGA Group Members. Whether or not you submit a Request for Exclusion, if you are a PAGA Group Member, you will still receive your portion of the PAGA Group Payment.

12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need to submit a written statement requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. Your written statement should include your full name and address, and say something like, “I am a member of the class in the case of *Dale Ryan Wilson-Identity Intelligence Group, LLC, et al.*, Riverside Superior Court, Case No. CVRI2200927, and I wish to exclude myself from the settlement, knowing I will not get payment as a class member and I will not release my claims as a class member.” The statement must be signed by you or your authorized representative and must be postmarked on or before [REDACTED]. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.

Any class member who fails to submit a valid and timely request for exclusion will be bound by all terms of the settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court. However, Class Members cannot opt out of releasing PAGA claims, as those claims technically belong to the State of California and Plaintiff has agreed to release those claims acting as a proxy for the State.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Class Counsel:

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Steven A. McNicholl
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
smcnicholl@aegislawfirm.com

The Court has preliminarily decided that Aegis Law Firm, PC is qualified to represent you and all Class Members. The law firm’s attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$83,333.33) in attorneys' fees, plus costs not to exceed \$20,000.00, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel’s fees and costs from your Individual Settlement Payment.

15. How will the Plaintiff be paid?

As part of the Settlement, Class Counsel has requested an incentive award of up to \$10,000 to be paid to the Plaintiff for his efforts in this matter, while serving as Class Representative and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Phone: 888.250.6810

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [REDACTED], at [REDACTED] in Department 1 of the Superior Court of California, County of Riverside, located at 4050 Main Street, Riverside, CA 92501. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class.

The Final Fairness and Approval Hearing date and/or location is subject to change. To check if the hearing has changed, please go to <https://www.epublic-access.riverside.courts.ca.gov/public-portal/> Click on “Case Number Search.” Type in “CVRI2200927” and then click “Search.” You may have to create an account. The information for the Final Fairness and Approval Hearing will be listed under “HEARINGS.”

If you wish to attend the hearing, please first visit <https://www.riverside.courts.ca.gov/> to determine whether you can appear in person and how you can appear remotely by video or phone. Please check the Court’s website for the Court’s current pandemic protocols for appearance at hearings.

If the Court enters final judgment, then the Notice of Entry of Judgment will be posted on the Settlement Administrators’ website at <https://ilymgroup.com>

18. When will I get money after the hearing?

The Court will hold a hearing on [REDACTED], at [REDACTED], to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time.

If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after Defendant makes payment to the Settlement Administrator. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

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MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS
ABOUT THIS NOTICE.**