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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. 10*

JOINT STIPULATION OF SETTLEMENT

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Civil Procedure, Rules of Court, and applicable case
3 law, that the Settlement of this Action shall be effectuated upon and subject to the following terms
4 and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or as
5 defined elsewhere in this Joint Stipulation of Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Dale Ryan Wilson (“Named
7 Plaintiff”) and the Class Members, on the one hand, and Defendant Identity Intelligence Group, LLC
8 (“Defendant”), on the other hand. Named Plaintiff and Defendant collectively are referred to in this
9 Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the gross settlement amount of Two Hundred and Fifty
12 Thousand Dollars (\$250,000.00) as provided in Section 3.06(a) below (“Gross Settlement Amount”)
13 pursuant to the terms and conditions of this Agreement and for the consideration set forth herein,
14 including but not limited to, a release of all claims by Plaintiff and the Class Members as set forth
15 herein.

16 ARTICLE I

17 DEFINITIONS

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” means the action described as follows: *Dale Ryan Wilson, individually and*
21 *on behalf of all others similarly situated v. Identity Intelligence Group, LLC; IDIQ Inc. and DOES*
22 *1 through 20, inclusive,*” Case No. CVRI2200927, commenced on March 4, 2022, in the Superior
23 Court of the State of California for the County of Riverside.

24 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
25 Exhibit(s).

26 c. “Class” means all current and former non-exempt employees who are or were
27 employed by Defendant in California at any time during the Class Period.

28 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

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Kashif Haque
Jessica L. Campbell
Steven A. McNicholl
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e. “Class List” means a list based on Defendant’s business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. “Class Member(s)” means all members of the Class.

g. “Class Period” means March 4, 2018 through January 27, 2023.

h. “Court” means the California Superior Court for the County of Riverside, where the Action is currently pending.

i. “Date of Finality” means ten (10) days after the date that an order by the Court granting final approval becomes non-appealable. Non-appealable means that no party, including objectors, if any, has a right to appeal to, or seek reconsideration in, the California Court of Appeal, the California Supreme Court, or the U.S. Supreme Court or, to the extent any appeals have been filed, they have been resolved, exhausted or settled, such that no further appeal activity may be taken.

j. “Defendant” means Defendant Identity Intelligence Group, LLC.

k. “Defense Counsel” means counsel for Defendant:

Julie R. Trotter
Jacqueline Beaumont
Anurita S. Varma
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610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
Telephone: (949) 717-3000

1 l. “Disposition” means the method by which the Court approves the terms of the
2 Settlement and retains jurisdiction over its enforcement, implementation, construction,
3 administration, and interpretation.

4 m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final
5 formal court order signed by the Court following the Final Fairness and Approval Hearing in
6 accordance with the terms herein, approving this Agreement.

7 n. “Gross Settlement Amount” means Two Hundred Fifty Thousand Dollars and Zero
8 Cents (\$250,000.00) to be paid by Defendant as provided by this Agreement to settle this Action.
9 All payments to the Class, administration costs, attorney’s fees and costs, and Incentive Awards,
10 pursuant to Section 3.07(a) below, shall be paid out of the Gross Settlement Amount. The employer’s
11 share of payroll taxes arising from the payments made under this settlement shall be paid by
12 Defendant separate from and in addition to the Gross Settlement Amount. The Gross Settlement
13 Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross
14 Settlement Amount shall revert to Defendant.

15 o. “Incentive Award” means a monetary amount of up to Ten Thousand Dollars
16 (\$10,000.00) for the Named Plaintiff, subject to Court approval, in recognition of her effort and work
17 in prosecuting the Action on behalf of Class Members, and for her general release of claims.

18 p. “Individual Settlement Payment(s)” means each Participating Class Member’s
19 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
20 by the calculations provided in this Agreement.

21 q. “LWDA” means The State of California Labor and Workforce Development Agency.

22 r. “LWDA Payment” means 75% of the \$20,000 allocated to the settlement of PAGA
23 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of
24 this Agreement, as provided for below.

25 s. “Motion for Final Approval” means Plaintiff’s submission of a written motion,
26 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
27 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
28 to enter a Final Order in this Action.

1 t. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,
2 including any evidence as may be required for the Court to grant preliminary approval of the
3 Settlement as required by Rule 3.769 of the California Rules of Court.

4 u. "Named Plaintiff" means Dale Ryan Wilson.

5 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
6 administration costs, Class Counsels' attorney's fees and costs, Incentive Award, pursuant to Section
7 3.06(a)-(e) below.

8 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
9 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
10 to Section 3.04(b) below.

11 x. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form
12 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

13 y. "PAGA" means the California Private Attorneys General Act of 2004, which is
14 codified in California Labor Code §§ 2698 *et seq.*

15 z. "Participating Class Member(s)" is defined as a Class Member who does not timely
16 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
17 Settlement Amount automatically without the need to return a claim form. Each Participating Class
18 Member will be paid his/her Individual Settlement Payment.

19 aa. "PAGA Group Members" means all Class Members employed by Defendant at any
20 time between March 4, 2021 through January 27, 2023 ("PAGA Period").

21 bb. "Preliminary Approval Date" means the date the Court preliminarily approves the
22 Settlement embodied in this Agreement.

23 cc. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
24 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
25 Administrator for the benefit of Participating Class Members.

26 dd. "Qualifying Workweeks" means the number of weeks that Class Members worked
27 for Defendant as non-exempt employees during the Class Period.

28 ee. "Released Parties" means Defendant.

ff. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator requests for exclusion or written notices of objection. The Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-mailing.

gg. “Settlement Administration Costs” means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed checks, and generation of checks to Class Counsel for attorneys’ fees and costs, to Named Plaintiffs for their Incentive Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

hh. “Settlement Administrator” means ILYM Group, Inc., which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount and related matters under this Agreement.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date

of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement, and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek the assistance of mediator Steve Pearl to resolve the dispute.

ARTICLE III

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

Section 3.01: Motion for Conditional Class Certification and Preliminary Approval

Named Plaintiff will bring a motion before the Court for an order conditionally certifying the Class to include all claims pled in the Action based on the preliminary approval of this Agreement.

1 The date that the Court grants preliminary approval of this Agreement will be the “Preliminary
2 Approval Date.”

3 **Section 3.02: The Settlement Administrator**

4 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the
5 Settlement Administrator, including but not limited to distributing and responding to inquiries about
6 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement
7 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
8 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
9 issuing the payment to Class Counsel for attorneys’ fees and costs, the Incentive Award check to
10 Named Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
11 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

12 All costs of administering the Settlement, including but not limited to all costs and fees
13 associated with preparing, issuing and mailing any and all notices to Class Members and/or
14 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
15 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
16 returns and any other filings required by any governmental taxing authority or agency, all costs and
17 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
18 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
19 incurred and/or charged by the Settlement Administrator in connection with the execution of its
20 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
21 Administrator from the Gross Settlement Amount.

22 **Section 3.03: Notice to Class Members**

23 No later than ten (10) business days after the Preliminary Approval Date, Defendant will
24 provide the Settlement Administrator with a “Class List” in electronic format based on its business
25 records, identifying the names of the Class Members, their last known home addresses, Social
26 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
27 and weeks worked during the Class Period.
28

1 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
2 Administrator will send Class Members, by first-class mail, at their last known address, the Court
3 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
4 Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate
5 share of the Net Settlement Amount. Class Members will have forty-five (45) days from the date of
6 mailing in which to postmark written objections or requests for exclusion. Prior to the initial mailing,
7 the Settlement Administrator will check all Class Member addresses against the National Change of
8 Address database and shall update any addresses before mailing. The Settlement Administrator will
9 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
10 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall
11 have fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of
12 the initial mailing, whichever is later, in which to postmark objections or requests for exclusion.
13 Class Members shall not be required to submit claim forms in order to receive a proportional share
14 of the Net Settlement Amount.

15 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
16 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
17 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
18 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
19 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
20 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
21 that reasonable means be used to locate Class Members and that the Settlement Administrator be
22 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
23 Individual Settlement Payments to all Participating Class Members.

24 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
25 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
26 status report provided to the Parties.

27 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
28 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class

Member's Individual Settlement Payment. The Settlement Administrator will hold the Class Member's Individual Settlement Payment during the check cashing period on behalf of the Class Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the procedures set forth in Section 3.06(f) below.

No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid requests for exclusion and objections that the Settlement Administrator received.

Section 3.04: Responses to Notice

a. Class Member Disputes

If any Class Member disagrees with Defendant's records as to his or her Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice will also provide a method for the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Court is the final arbiter of disputes. Plaintiff will file with the Court all disputes submitted by class members, the evidence submitted, and the resolution of those disputes.

b. Requests for Exclusion from Class

In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class Member or his or her authorized representative, and must be sent to the Settlement Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement

1 Administrator re-mails the Notice to the Class Member, whichever is later), or based on any other
2 timeline or requirements suggested by the Court. The Notice Packet shall contain instructions on how
3 to validly exclude himself or herself from the Class and this Settlement (*i.e.*, opt out), including the
4 language to be used in a request for exclusion. The date of the initial mailing of the Notice Packet,
5 and the date the signed request for exclusion was postmarked, shall be conclusively determined
6 according to the records of the Settlement Administrator. Any Class Member who timely and validly
7 requests exclusion from the Class and this Settlement will not be entitled to any Individual Settlement
8 Payment, will not be bound by the terms and conditions of this Agreement, and will not have any
9 right to object, appeal, or comment thereon.

10 Any Class Member who fails to timely submit a request for exclusion shall automatically be
11 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
12 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
13 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
14 and/or released in this Agreement will be extinguished.

15 **c. Objections to Settlement**

16 For any Class Member to object to this Agreement, or any term of it, the person making the
17 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
18 Settlement Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after
19 the Settlement Administrator re-mails the Notice to the Class Member, whichever is later), a written
20 statement of the grounds of objection, signed by the objecting Class Member or his or her attorney,
21 along with all supporting papers, if any. The date of the initial mailing of the Notice Packet, and the
22 date the signed objection was postmarked, shall be conclusively determined according to the records
23 of the Settlement Administrator. The Settlement Administrator shall send any objections it receives
24 to Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may
25 also appear at the final approval hearing to object. Class Counsel shall be responsible for filing all
26 objections with the Court, prior to the Motion for Final Approval, or in such other matter as the Court
27 directs. The Court retains final authority with respect to the consideration and admissibility of any
28 Class Member objections.

1 **d. Encouragement of Class Members**

2 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
3 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
4 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
5 Class Members.

6 **a. Right of Plaintiff to Adjust Gross Settlement Amount**

7 Defendant has estimated the number of work weeks as 11,751. If the number of work weeks
8 exceeds 12,926 as of the end of the Class Period, there will be a pro rata adjustment to the Gross
9 Settlement Amount per additional workweeks equal to \$21.27 per additional work week.

10 **Section 3.05: Final Fairness and Approval Hearing**

11 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
12 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
13 and determine whether the Court should give it final approval, and (2) consider any objections made
14 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
15 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
16 Proposed Final Order Approving Settlement of Class Action.

17 **Section 3.06: Settlement Payment Procedures**

18 **a. Settlement Amount**

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

25 Within fifteen (60) calendar days after the Date of Finality, Defendant shall transfer the
26 \$250,000.00, as set forth herein, into a QSF established by the Settlement Administrator either
27 directly or by sending the funds to the Settlement Administer to be deposited and distributed plus
28 Defendant's share of employer-side payroll taxes. The Settlement Administrator will use these funds

1 to fund payment of the Individual Settlement Payments to Participating Class Members, Class
2 Counsel's attorneys' fees and costs, the Incentive Award, and the Settlement Administration Costs.
3 Within ten (10) court days after receiving Defendants' final payment, funding the Gross Settlement
4 Amount in full, the Settlement Administrator will pay the Individual Settlement Payments to
5 Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
6 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement
7 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
8 search based on the National Change of Address Database to update and correct for any known or
9 identifiable address changes.

10 **b. Payment of Attorneys' Fees and Costs**

11 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
12 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Eighty-
13 Three Thousand and Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$83,333.33).
14 Class Counsel shall submit an application for an award of costs not to exceed Twenty-Five Thousand
15 Dollars (\$25,000.00). Such application for attorneys' fees and costs shall be heard by the Court at
16 the Final Fairness and Approval Hearing. Defendant shall not object to or oppose any such
17 application in these amounts. Class Counsel shall serve Defendant with copies of all documents
18 submitted in support of their application for an award of attorneys' fees and costs.

19 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
20 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
21 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
22 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
23 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
24 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
25 will be reallocated to the Net Settlement Amount.

26 **c. Payment of Settlement Administration Costs**
27
28

1 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
2 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
3 Fifteen Thousand Dollars (\$15,000.00).

4 **d. Payment of Incentive Award to Named Plaintiff**

5 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to Ten
6 Thousand Dollars (\$10,000.00), the request for which Defendant will not object to or oppose. The
7 Incentive Awards shall be paid out of the Gross Settlement Amount and shall not constitute payment
8 to any Participating Class Member(s) other than Named Plaintiff. To the extent that the Court
9 approves less than the amount of incentive award that Class Counsel request, the difference between
10 the requested and awarded amounts will be reallocated to the Net Settlement Amount.

11 Because it is the intent of the Parties that the Incentive Award represent payment to Named
12 Plaintiff for her service to the Class Members, and not wages, the Settlement Administrator will not
13 withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099,
14 which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
15 authorities as required by law.

16 **e. Payment to the Labor and Workforce Development Agency**

17 In consideration of claims made under PAGA, Class Counsel will request that the Court
18 approve allocation of Twenty Thousand Dollars (\$20,000) of the Gross Settlement Amount to these
19 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
20 Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid
21 to the Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose
22 this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.
23 The Court's adjustment, if any, of the amount allocated to Named Plaintiffs' PAGA claim in the
24 Action, will not invalidate this Agreement.

25 **f. Payment of Individual Settlement Payments to Participating Class Members**

26 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
27 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
28 Participating Class Members in proportion to the number of individual Qualifying Workweeks for

1 each Class Member. To calculate the minimum amount each Class Member will receive based on
2 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
3 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
4 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
5 Member's approximate Individual Settlement Payment amount will be included in his or her Notice
6 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to
7 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the
8 individual Qualifying Workweeks worked during the Class Period by each Participating Class
9 Member.

10 Each Individual Settlement Payment will represent wages and penalties allocated using the
11 following formula: 40% allocated to wages and 60% allocated to penalties and interest. The amounts
12 paid as wages shall be subject to all tax withholdings customarily made from an employee's wages
13 and all other authorized and required withholdings and shall be reported by W-2 forms. The
14 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The
15 amounts paid as penalties and interest shall be subject to all authorized and required withholdings
16 other than the tax withholdings customarily made from employees' wages and shall be reported by
17 IRS 1099 forms.

18 No later than ten (10) business days after receiving the Gross Settlement Amount from
19 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
20 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
21 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
22 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
23 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
24 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
25 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
26 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
27 of that 180-day time period will be void, and the uncashed funds shall be transmitted to the cy pres
28

1 recipient chosen by the parties: Riverside Legal Aid, 4129 Main Street, Suite 101, Riverside, CA
2 92501

3 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
4 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
5 a mass search on LexisNexis or a comparable database based on set criteria and, if another address
6 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
7 Settlement Administrator is unable to obtain a valid mailing address through this process, the
8 Settlement Administrator will tender the funds from the undeliverable checks to the cy pres recipient
9 chosen by the parties: Riverside Legal Aid, 4129 Main Street, Suite 101, Riverside, CA 92501

10 **g. Default on Payment.**

11 In the event Defendant makes a late payment or does not pay any portion of the Gross
12 Settlement Amount, it shall be considered a default. In the event Defendant fails to make any payment
13 on the date it is due, under Section 3.06(a), the Settlement Administrator will provide notice to Class
14 Counsel and Defendant's counsel within three (3) business days of the missed payment. Thereafter,
15 Defendant will have seven (7) days to cure the default and tender payment to the Settlement
16 Administrator. In the event Defendant fails to cure the default within the times set forth herein,
17 Named Plaintiff may elect to enter judgment against Defendant, on an ex parte basis, for the balance
18 of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be entitled to recover
19 interest at ten percent (10%) per year from the due date for such payment and reasonable attorneys'
20 fees and costs.

21 **h. No Credit Toward Benefit Plans.**

22 The Individual Settlement Payments made to Participating Class Members under this
23 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
24 calculate any additional benefits under any benefit plans to which any Class Members may be
25 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
26 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
27 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
28 Members may be entitled under any benefit plans.

ARTICLE IV

LIMITATIONS ON USE OF THIS SETTLEMENT

Section 4.01: No Admission

Defendant disputes all the allegations in the Action and disputes that, but for this Settlement, a Class should not have been certified in the Action. This Agreement is entered into solely for the purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be construed as an admission of liability or wrongdoing by Defendant or any named defendants.

Section 4.02: Non-Evidentiary Use

Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims released through this Agreement.

Section 4.03: Nullification

The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the Settlement will

1 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
2 should be certified by the Court in a non-settlement context in this Action or any other action, and in
3 any of those events, Defendant expressly reserves the right to oppose certification of the Class.

4 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
5 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

6 **ARTICLE V**

7 **RELEASES**

8 **Section 5.01: Released Claims by Class Members**

9 Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiff and
10 Participating Class Members who do not opt out of the Settlement, release the Released Parties from
11 any and all claims alleged in Named Plaintiffs' Operative Complaint, during the Class Period,
12 including but not limited to (1) failure to pay minimum wages (2) failure to pay overtime wages (3)
13 failure to provide meal periods (4) failure to authorize or permit rest periods (5) failure to reimburse
14 business expenses (6) failure to furnish accurate itemized wage statements wage statement violations
15 (7) failure to pay wages upon separation of employment and within the required time and (8) violation
16 of California Business and Professions Code §§17200, *et seq.*, based on the preceding claims
17 ("Released Claims").

18 **Section 5.02: Release of PAGA Claims**

19 Upon the date of funding the GSA, the State of California and PAGA Group Members release
20 the Released Parties from all claims exhausted in Plaintiff's notice(s) sent to the LWDA and alleged
21 in the operative complaint, which arose during the PAGA Period, regardless of whether PAGA Group
22 Members opt out of the Class Settlement.

23 **Section 5.03: Named Plaintiffs' Release of Unknown Claims**

24 Upon the date of funding the GSA, Named Plaintiffs, waive, release, acquit, and forever
25 discharge the Released Parties from any and all claims, actions, charges, complaints, grievances, and
26 causes of action, of any nature arising from Named Plaintiffs' employment with Defendant, whether
27 known or unknown, which exist or may exist as of the Parties' execution of this Agreement.

28 Section 1542 of the California Civil Code provides as follows:

7 ARTICLE VI

8 MISCELLANEOUS PROVISIONS

3 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
4 contains the entire understanding of the Parties with respect to the subject matter contained herein.
5 In case of any conflict between text contained in Articles I through VI of this Agreement and text
6 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
7 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
8 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject

1 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
2 supersedes all prior agreements and understandings among the Parties with respect to the settlement
3 of the Action, including correspondence between Class Counsel and Defense Counsel,
4 memorandums of understanding, and drafts of prior agreements or proposals.

5 **Section 6.05: Waiver of Compliance**

6 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
7 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
8 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
9 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
10 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
11 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

12 **Section 6.06: Counterparts and Fax/PDF Signatures**

13 This Agreement, and any amendments hereto, may be executed in any number of counterparts
14 and any Party and/or their respective counsel may execute any such counterpart, each of which when
15 executed and delivered shall be deemed to be an original. All counterparts taken together shall
16 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
17 signature.

18 **Section 6.07: Meet and Confer Regarding Disputes**

19 Should any dispute arise among the Parties or their respective counsel regarding the
20 implementation or interpretation of this Agreement, a representative of Class Counsel and a
21 representative of Defense Counsel shall meet and confer, in person or via telephone, in an attempt to
22 resolve such disputes prior to submitting such disputes to the Court.

23 **Section 6.08: Agreement Binding on Successors**

24 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
25 of each of the Parties.
26
27
28

1 **Section 6.09: Cooperation in Drafting**

2 The Parties have cooperated in the negotiation and preparation of this Agreement. This
3 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
4 was the drafter or participated in the drafting of this Agreement.

5 **Section 6.10: Fair and Reasonable Settlement**

6 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
7 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
8 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
9 further believe that the Settlement is and is consistent with public policy, and fully complies with
10 applicable law.

11 **Section 6.11: Headings**

12 The descriptive heading of any section or paragraph of this Agreement is inserted for
13 convenience of reference only and does not constitute a part of this Agreement and shall not be
14 considered in interpreting this Agreement.

15 **Section 6.12: Notice**

16 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
17 communications under this Agreement must be in writing and addressed as follows:

18 *To Named Plaintiff and the Class:*

19 Samuel A. Wong
20 Kashif Haque
21 Jessica L. Campbell
22 Steven A. McNicholl
23 AEGIS LAW FIRM, PC
24 9811 Irvine Center Drive, Suite 100
25 Irvine, California 92618
26 Telephone: (949) 379-6250
27 Facsimile: (949) 379-6251

28 And

To Defendant:

 Julie R. Trotter
 Jacqueline Beaumont
 Anurita S. Varma

CALL & JENSEN
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
Telephone: (949) 717-3000

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

Section 6.14: Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement, including but not limited to the execution of such documents, and the taking of such other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its terms. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

Section 6.15: Authorization to Act

Class Counsel warrants and represents that they are authorized by Named Plaintiff, and Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action required to effectuate the terms of this Agreement, except for signing documents, including but not limited to this Agreement, that are required to be signed by the Parties themselves. Defendant

1 represents and warrants that the individual executing this Agreement on its behalf has the full right,
2 power, and authority to enter into this Agreement and to carry out the transactions contemplated
3 herein.

4 **Section 6.16: No Reliance on Representations**

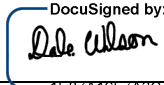
5 The Parties have made such investigation of the facts and the law pertaining to the matters
6 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
7 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
8 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
9 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
10 to any other matters. No representations, warranties, or inducements, except as expressly set forth
11 herein, have been made to any party concerning this Agreement.

12 **EXECUTION BY PARTIES AND COUNSEL**

13 The Parties and their counsel hereby execute this Agreement.

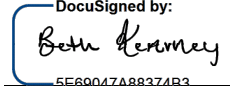
14 Dated: 1/18/2023 | 3:33 PM PST

DALE RYAN WILSON

15 DocuSigned by:
16 
17 By: TE07A16F7A3C445...
18 Dale Ryan Wilson

19 Dated: 1/25/2023

IDENTITY INTELLIGENCE GROUP, LLC

20 DocuSigned by:
21 
22 By: 5E69047A88374B3...
23 Beth Kearney

24 APPROVED AS TO FORM ONLY:

AEGIS LAW FIRM

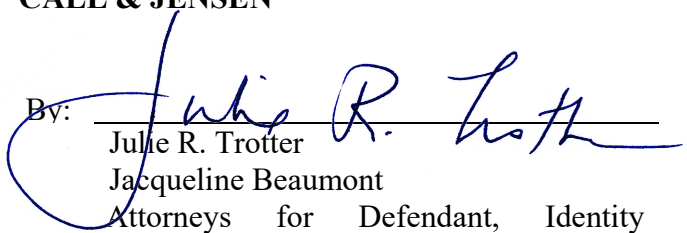
25 Dated: 1/18/2023
26 _____

27 By: 
28 Jessica L. Campbell

Steven A. McNicholl
Attorneys for Named Plaintiff Dale Ryan
Wilson

Dated: January 25, 2023

CALL & JENSEN

By: 

Julie R. Trotter

Jacqueline Beaumont

Attorneys for Defendant, Identity
Intelligence Group, LLC

EXHIBIT A

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.”

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.”

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 . 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 10 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.**