

AEGIS LAW FIRM, PC

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Attorneys for Defendant:

IDENTITY INTELLIGENCE GROUP, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

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

Plaintiffs,

v.

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

Defendants.

Case No. CVRI2200927

*Assigned for All Purposes to:
Judge Harold W. Hopp
Dept. 1*

**AMENDMENTS TO JOINT
STIPULATION OF SETTLEMENT**

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

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

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

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

13 **a. Settlement Amount**

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

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

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

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

7 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
8 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
9 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
10 each Class Member. To calculate the minimum amount each Class Member will receive based on
11 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
12 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
13 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
14 Member's approximate Individual Settlement Payment amount will be included in his or her Notice
15 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to
16 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the
17 individual Qualifying Workweeks worked during the Class Period by each Participating Class
18 Member.

19 Each Individual Settlement Payment will represent wages and penalties allocated using the
20 following formula: 40% allocated to wages and 60% allocated to penalties and interest. The amounts
21 paid as wages shall be subject to all tax withholdings customarily made from an employee's wages
22 and all other authorized and required withholdings and shall be reported by W-2 forms. The
23 employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The
24 amounts paid as penalties and interest shall be subject to all authorized and required withholdings
25 other than the tax withholdings customarily made from employees' wages and shall be reported by
26 IRS 1099 forms.

27 No later than ten (10) business days after receiving the Gross Settlement Amount from
28 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual

1 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
2 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
3 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
4 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
5 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
6 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
7 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
8 of that 180-day time period will be void, and the uncashed funds shall be transmitted to **the State**
9 **Unclaimed Wages Fund in the name of the employee who did not cash the check.**

10 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
11 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
12 a mass search on LexisNexis or a comparable database based on set criteria and, if another address
13 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
14 Settlement Administrator is unable to obtain a valid mailing address through this process, the
15 Settlement Administrator will tender the funds from the undeliverable checks to **the State**
16 **Unclaimed Wages Fund in the name of the employee whose check was found undeliverable.**

17 **Section 5.02: Release of PAGA Claims is hereby amended to State:**

18 Upon the date of funding the GSA, **Named Plaintiff releases all claims for statutory**
19 **penalties that could have been sought by the Labor Commissioner for the violations identified**
20 **in Plaintiff's pre-filing letter to the LWDA; Plaintiff does not release any aggrieved employee's**
21 **claim for wages or damages.**

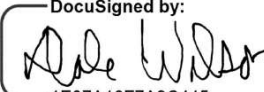
22 **EXECUTION BY PARTIES AND COUNSEL**

23 The Parties and their counsel hereby execute this Agreement.

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25 Dated: September 23, 2023

DALE RYAN WILSON

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27 By:

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Dale Ryan Wilson

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Dated: 9/25/2023

IDENTITY INTELLIGENCE GROUP, LLC

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APPROVED AS TO FORM ONLY:

AEGIS LAW FIRM

Dated: September 22, 2023

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

Dated: September 25, 2023

CALL & JENSEN

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