

EXHIBIT A

1 Bryan Schwartz (Cal. Bar No. 209903)
Samuel Goldsmith (Cal. Bar No. 320471)
2 BRYAN SCHWARTZ LAW
180 Grand Avenue, Suite 1380
3 Oakland, California 94612
Telephone: (510) 444-9300
4 Facsimile: (510) 444-9301
bryan@bryanschwartzlaw.com
5 samuel@bryanschwartzlaw.com

6 Attorneys for Plaintiff IRAM BAKHTIAR
individually and on behalf of others similarly-situated

7
8 Mitchell F. Boomer (Cal. Bar No. 121441)
Fraser A. McAlpine (Cal. Bar No. 248554)
Janelle J. Sahouria (Cal. Bar No. 253699)
9 JACKSON LEWIS P.C.
50 California Street, 9th Floor
10 San Francisco, California 94111-4615
Telephone: (415) 394-9400
11 Facsimile: (415) 394-9401
Mitchell.Boomer@jacksonlewis.com
12 Fraser.McAlpine@jacksonlewis.com
Janelle.Sahouria@jacksonlewis.com

13 Attorneys for Defendant
14 INFORMATION RESOURCES, INC.

15
16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA

18 IRAM BAKHTIAR, individually and on
behalf of all others similarly situated,

19 Plaintiff,

20 v.

21 INFORMATION RESOURCES, INC, and
22 DOES 1 through 50, inclusive,

23 Defendants.

Case No. 3:17-cv-04559-JST

CLASS ACTION & COLLECTIVE ACTION

**AMENDED STIPULATION OF
SETTLEMENT OF CLASS AND
COLLECTIVE ACTION CLAIMS**

Judge: Hon. Jon S. Tigar

Complaint Filed: August 9, 2017
Trial Date: None Set

24
25 This Joint Stipulation of Settlement of Class and Collective Action Claims, including
26 **Exhibits 1, 2, 3, and A, B, and C** hereto (“Settlement,” “Settlement Agreement” or “Agreement”),
27 is made and entered into by, between, and among Plaintiff IRAM BAKHTIAR (“Plaintiff”), on
28 behalf of herself, the California Settlement Class Members, the FLSA Settlement Collective

1 Members, and the Hybrid Settlement Class Members, as defined below, on the one hand, and
2 Defendant INFORMATION RESOURCES, INC. (“Defendant” or “IRI”) (collectively, “the
3 Parties”) on the other hand. The Parties enter into this Agreement to effect a full and final
4 settlement and preclusive judgment resolving all claims brought or that could have been brought
5 against IRI based on the Complaint allegations in the case entitled *IRAM BAKHTIAR, individually,*
6 *and on behalf of all others similarly situated v. INFORMATION RESOURCES, INC.*, Case No.
7 3:17-cv-04559-JST (referred to as “the Action”), and all claims based on or reasonably related
8 thereto, with respect to the total of 129 individuals who are current or former employees covered
9 by this settlement, as detailed below. This Agreement is intended to fully and finally compromise,
10 resolve, discharge, and settle the claims as defined and based on the terms set forth below, to the
11 full extent reflected herein, subject to the approval of the Court.

12 **1. RECITALS**

13 1.1. WHEREAS, Plaintiff filed her Complaint on October 13, 2017 in the United States
14 District Court, Northern District of California (ECF No. 1) asserting claims for: (1) Failure to Pay
15 Overtime under Fair Labor Standards Act, 29 U.S.C. § 207; (2) Failure to Pay Overtime under Cal.
16 Labor Code §§ 510, 1194, and IWC Wage Orders; (3) Failure to Provide and/or Authorize Meal
17 and Rest Periods under Cal. Labor Code §§ 226.7, 512, and IWC Wage Orders; (4) Failure to
18 Provide Accurate Itemized Wage Statements under Cal. Labor Code § 226; (5) Failure to Pay
19 Earned Wages Upon Discharge, Waiting Time Penalties under Cal. Labor Code §§ 201-204;
20 (6) Failure to Reimburse Business Expenses under Cal. Labor Code § 2802; and (7) Unlawful
21 and/or Unfair Business Practices in Violation of Cal. Business & Professions Code § 17200, *et seq.*

22 1.2. WHEREAS, Plaintiff filed a First Amended Complaint on October 13, 2017 (ECF
23 No. 13), adding an additional claim for Civil Penalties Pursuant to the Private Attorneys General
24 Act of 2004, Cal. Labor Code § 2698, *et seq.* As Exhibit B to the First Amended Complaint,
25 Plaintiff provided a notice letter dated August 9, 2017 to the LWDA regarding her intention to
26 commence an action under the Private Attorneys General Act of 2004, California Labor Code
27 § 2698 *et. seq.* (“PAGA”), and the LWDA.
28

1 1.3. WHEREAS, on April 23, 2018, the parties completed their first mediation with
2 Jeffrey Ross, Esq., but the matter remained unresolved.

3 1.4. WHEREAS, on May 31, 2018, Plaintiff filed a Motion for Conditional Certification
4 under the Fair Labor Standards Act. (ECF No. 50.) On June 14, 2018, Defendant filed its
5 Opposition.

6 1.5. WHEREAS, on July 26, 2018, the Court issued an Order Granting in Part and
7 Denying in Part Motion for Conditional Certification Under the Fair Labor Standards Act. (ECF
8 No. 61.) The Court allowed conditional certification to proceed and set forth the parameters for
9 notice to putative collective class members.

10 1.6. WHEREAS, the parties engaged in written discovery and depositions and agreed to
11 schedule another mediation.

12 1.7 WHEREAS, to that end, the parties conducted a second mediation with Jeffrey Ross,
13 Esq. on March 6, 2019.

14 1.8 WHEREAS, following a second full day of mediation on March 6, 2019, the Parties
15 reached a preliminary agreement and continued negotiating to the present (approximately three
16 months later), notifying the Court of an agreement in principle on May 13, 2019, and have finally
17 reached this Agreement.

18 1.9 WHEREAS, on June 28, 2019, Plaintiff filed a motion for preliminary approval of
19 the settlement. (ECF No. 108.)

20 1.10 WHEREAS, on January 30, 2020, the Court denied without prejudice Plaintiff's
21 motion for preliminary approval of the settlement, citing specific concerns to be addressed. (ECF
22 No. 119.)

23 1.10 WHEREAS, the instant, Amended Settlement represents the Parties' effort to
24 address all of the Court's concerns.

25 1.11 WHEREAS, this settlement will affect a total number of 129 individuals. There are
26 77 California Class Members, which is defined below, includes individuals releasing their
27 California Class Claims and not FLSA Collective Claims. There are 46 FLSA Collective Action
28 Members, which is defined below, includes individuals who are releasing their FLSA Collective

1 Claims and not California Class Claims. There are 6 Hybrid Members, which is defined below,
2 includes individuals releasing both their California Class Claims for the time they worked in
3 California and FLSA Collective Claims. The Parties' agreement is premised on the understanding
4 that there are 129 individuals who are participating in this Settlement.

5 **2. DEFINITIONS**

6 Unless otherwise defined herein, capitalized terms used in this Agreement shall have the
7 meanings set forth below.

8 2.1. "California Class Claims" means all claims for wages, reimbursements and related
9 penalties actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of
10 herself and the California Class Members, that arise out of the allegations alleged in the operative
11 First Amended Complaint, including but not limited to: (1) Failure to Pay All Wages; (2) Failure
12 to Pay Overtime under Cal. Labor Code §§ 510, 1194, and IWC Wage Orders; (3) Failure to Provide
13 and/or Authorize Meal and Rest Periods under Cal. Labor Code §§ 226.7, 512, and IWC Wage
14 Orders; (4) Failure to Provide Accurate Itemized Wage Statements under Cal. Labor Code § 226;
15 (5) Failure to Pay Earned Wages Upon Discharge, Waiting Time Penalties under Cal. Labor Code
16 §§ 201-204; (6) Failure to Reimburse Business Expenses under Cal. Labor Code § 2802; and
17 (7) Unlawful and/or Unfair Business Practices in Violation of Cal. Business & Professions Code §
18 17200, *et seq.*; (8) penalties pursuant to the Private Attorneys General Act ("PAGA"), Cal. Labor
19 Code § 2699, *et seq.*; and (9) attorneys' fees and costs of litigation associated with this Action. The
20 California Class Claims do not encompass the FLSA Collective Claims and do not release any
21 claims under the FLSA.

22 2.2. "California Class Members" means all individuals employed by Defendant within
23 the state of California at any time from **August 9, 2013**, through **May 30, 2019**, and who have been
24 employed by Defendant as Client Service Managers, Client Solutions Managers, Client Service
25 Analysts, Client Service Consultants, and other similar, non-management positions, including
26 Client Insights Analysts, and Client Insights Consultants. The California Class Members did not
27 opt into the FLSA as collective action members and are not releasing FLSA Collective Claims.
28 The California Class Members are only releasing their California Claims as a result of this

1 settlement. The total number of California Class Members is 77 individuals. Attached hereto as
2 **Exhibit 1** (and filed under seal to protect the privacy of the individuals) is a list of the California
3 Class Members gathered by Defendant by examining its human resources and payroll systems.

4 2.3. "California Settlement Class Members" means all California Class Members who
5 do not opt out of this Settlement.

6 2.4. "California Settlement Class Members' Released Claims" means the California
7 Class Claims that California Settlement Class Members are fully and irrevocably releasing in
8 exchange for the consideration provided by this Settlement Agreement.

9 2.5. "Class Counsel" means Bryan Schwartz Law.

10 2.6. "Class Counsel Award" means the attorneys' fees and costs awarded by the Court
11 to Class Counsel to fully satisfy all claims for attorneys' fees and costs incurred by Plaintiff's
12 counsel to litigate and settle this Action under both California and federal law. In connection with
13 requesting final approval of the Settlement, including the Class Counsel Award, Plaintiff's counsel
14 will request, and Defendant and its counsel will not oppose, an award of attorneys' fees of up to
15 twenty-five percent (25%) of the Gross Settlement Amount, which is equal to \$562,500.00, plus
16 reasonable and actual costs up to \$25,000.00.

17 2.7. "Class Information" means information regarding the California Class Members,
18 FLSA Collective Members, and Hybrid Members that Defendant will in good faith compile from
19 their records and provide to the Settlement Administrator. Class Information shall be provided in a
20 Microsoft Excel spreadsheet. Defendant shall provide, if possible, for each California Class
21 Member, FLSA Collective Member, and Hybrid Member: (1) full name, (2) last known address,
22 (3) social security number, (4) last known personal email address, if readily available, in IRI's
23 human resources information system, (5) state or district in which they worked during the relevant
24 time periods as a Client Service Manager, Client Solutions Manager, Client Service Analyst, Client
25 Service Consultant, or a similar, non-management position, including Client Insights Analyst or
26 Client Insights Consultant, and (6) the start date and end date of employment in each state they
27 worked during the relevant time period as a Client Service Manager, Client Solutions Manager,
28 Client Service Analyst, Client Service Consultant, or a similar, non-management position,

1 including Client Insights Analyst or Client Insights Consultant. Plaintiff shall provide to the Claims
2 Administrator, for each FLSA Collective Member and Hybrid Member, the date on the “Consent
3 to Joint Collective Action Under the Fair Labor Standards Act,” received by March 6, 2019 (the
4 date of the second mediation in this matter). Because California Class Members’, FLSA Collective
5 Members’, and Hybrid Members’ private information is included in the Class Information, the
6 Settlement Administrator shall maintain the Class Information in confidence, shall limit access to
7 the information to only those employees of the Settlement Administrator with a need to use the
8 Class Information as part of the administration of the Settlement, and shall use and disclose Class
9 Information only for purposes of this Settlement and for no other purpose.

10 2.8. “Class Notice” means the notice of class, collective and representative action
11 settlement to be provided to California Class Members, FLSA Collective Members, and Hybrid
12 Members, which shall be substantially in the form of the Class Notices attached hereto as **Exhibit**
13 **A** (California Class Members Only)), **Exhibit B** (FLSA Collective Members Only Notice), and
14 **Exhibit C** (Hybrid Members Only Notice).

15 2.9. “Complete and General Release” means an irrevocable and unconditional release
16 given only by Plaintiff, releasing Defendant and the Released Parties from any and all charges,
17 complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises,
18 damages and liabilities of any kind or nature whatsoever, both at law and equity, known or
19 unknown, suspected or unsuspected, arising from conduct occurring on or before the date Plaintiff
20 signs this Settlement Agreement, including but not limited to a release of any and all rights Plaintiff
21 has to sue or bring any type of claim under (a) California state law; (b) the laws of other states;
22 (c) the Fair Labor Standards Act; (d) Title VII of the Civil Rights Act of 1964, as amended,
23 42 U.S.C. § 2000e *et seq.*, (e) the Age Discrimination in Employment Act of 1967, (f) the Civil
24 Rights Act of 1991, (g) the Civil Rights Act of 1866 and 1870, (h) 42 U.S.C. § 1981, as amended,
25 (i) Executive Order 11246, (j) the Americans with Disabilities Act 42 U.S.C. § 12101, *et seq.*, as
26 amended, (k) the Family and Medical Leave Act, as amended, (l) the Equal Pay Act of 1963, as
27 amended, (m) the Immigration and Reform Control Act, as amended, (n) the Occupational Safety
28 and Health Act, as amended, (o) the Sarbanes-Oxley Act of 2002, as amended, (p) the Employment

1 Retirement Income Security Act of 1974, as amended (except vested benefits), (q) the Worker
2 Adjustment and Benefit Protection Act of 1990, as amended, (r) the Worker Adjustment and
3 Retraining Notification Act, as amended, (s) any federal, state or common law claim or cause of
4 action based on any alleged failure to pay wages, breach of contract, wrongful discharge,
5 constructive discharge, retaliation, defamation, slander, liable, intentional or negligent infliction of
6 emotional distress, misrepresentation, fraud, promissory estoppel, (t) any other tort or negligence
7 claim or obligations arising out of any of Defendant’s employment policies or practices, employee
8 handbooks, or any statements by any employee or agent of Defendant whether oral or written; and
9 (u) for reinstatement, back pay, bonus, attorneys’ fees, compensatory damages, costs, front pay,
10 any form of equitable or declaratory relief, liquidated damages, emotional distress, personal injury,
11 punitive damages, pain and suffering, medical expenses, damage to reputation, damage for
12 personal, emotional or economic injury or damage of any kind. This provision is intended by the
13 Parties to be all-encompassing and to act as a full and total release of any claim, whether specifically
14 enumerated herein or not, that Plaintiff might have or have had, that exists or ever has existed on
15 or prior to the date this Settlement Agreement is signed. This release includes a 1542 Waiver. The
16 Parties understand and agree that the word “claims” includes all actions, group actions (including
17 any pending or future collective, class, private attorney general or representative actions for which
18 Plaintiff may otherwise qualify as a putative class member or represented party), complaints and
19 grievances that could potentially be brought by Plaintiff against the Released Parties.

20 2.10. “Court” means the United States District Court for the Northern District of
21 California.

22 2.11. “Effective Date” means the date by which this Settlement is finally approved as
23 provided herein and the Court’s Final Approval Order and Judgment becomes binding. In the event
24 there are no timely-filed objections (as described in section 2.12, below), then the Settlement
25 Agreement becomes final and binding upon the date of entry of the Court’ Order granting final
26 approval and Judgment. In the event there are any objectors, then the effective date is: (1) the day
27 after the last day by which a notice of appeal to the Ninth Circuit Court of Appeal of the Final
28 Approval Order or of an order rejecting any motion to intervene may be timely filed, and none is

1 filed; or (2) if such an appeal is filed, and the final approval order is affirmed, the day after the last
2 date for filing a request for further review of the Ninth Circuit’s decision passes and no further
3 review is requested; (3) if an appeal is filed and further review of the Ninth Circuit’s decision
4 affirming the final approval order is requested, the day after the request for review is denied with
5 prejudice or no further review of the decision can be requested, or (4) if review is accepted, the day
6 after the United States Supreme Court affirms the Settlement.

7 2.12. “Exclusion/Objection Deadline” means the final date by which a Settlement Class
8 Member may either (i) request to be excluded from the Settlement, or (ii) object to the Settlement.
9 The Exclusion/Objection Deadline shall be forty-five (45) days after the Mailed Notice Date, and
10 shall be specifically identified and set forth in the Preliminary Approval Order and the Class Notice.

11 2.13. “Final Approval Order and Judgment” means the Court’s entry of an order finally
12 approving this Settlement, materially similar to a draft order agreed upon by the parties’ counsel
13 prior to the filing of the motion for final approval.

14 2.14. “Final Approval Hearing” means the hearing at or after which the Court will make
15 a final decision as to whether the Settlement is fair, reasonable, and adequate, and therefore, is
16 finally approved by the Court.

17 2.15. “FLSA Collective Claims” means all federal claims for wages, benefits and related
18 penalties actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of
19 herself and the FLSA Collective Members, based on the facts as alleged in the operative First
20 Amended Complaint, (1) namely, failure to pay all minimum and overtime wages due under the
21 Fair Labor Standards Act (29 U.S.C. §201, *et seq.*) and (2) attorneys’ fees and costs of litigation
22 incurred to litigate and resolve this Action. The FLSA Collective Claims do not encompass the
23 California Class Claims, and the California Class Claims do not encompass the FLSA Collective
24 Claims.

25 2.16. “FLSA Collective Members” means all individuals who were employed by
26 Defendant within the United States but outside of California, as Client Service Managers, Client
27 Solutions Managers, Client Service Analysts, Client Service Consultants, and other similar, non-
28 management positions, including Client Insights Analysts, and Client Insights Consultants and who

1 opted into this matter prior to March 6, 2019, the date of the second mediation in this case. The
2 FLSA Collective Members are only releasing FLSA Collective Claims. Plaintiff has contended
3 that Defendant is liable under the FLSA for failing to properly compensate Plaintiff and FLSA
4 Collective members for all overtime hours worked due to allegedly misclassifying the employees
5 as exempt from overtime. The total number of FLSA Collective Members is 46 individuals.
6 Attached hereto as **Exhibit 2** is a list of the FLSA Collective Members who gathered by Defendant
7 by examining its HRIS and payroll systems.

8 2.17 “FLSA Settlement Collective Members” means all FLSA Collective Members listed
9 on **Exhibit 2** who do not withdraw their consent-to-join during the settlement notice period.

10 2.18. “FLSA Settlement Collective Members’ Released Claims” means the FLSA
11 Collective Claims that the FLSA Settlement Collective Members are fully and irrevocably releasing
12 in exchange for the consideration provided by this Settlement Agreement, whether arising at law,
13 in contract or in equity, and whether for economic or non-economic damages, restitution, injunctive
14 relief, penalties or liquidated damages from three years before each **FLSA Collective Members**
15 **Opt-In date** through the **date of the Preliminary Approval Order**.

16 2.19 “Hybrid Settlement Members” means all individuals who are both California Class
17 Members and FLSA Collective Members. The Hybrid Settlement Members are releasing
18 California Class Claims for the period they were employed in California and are also releasing
19 FLSA Collective Claims. The total number of Hybrid Members is 6 individuals. Attached hereto
20 as **Exhibit 3** is a list of the Hybrid Members gathered by Defendant by examining its HRIS and
21 payroll systems.

22 2.20 “Hybrid Settlement Member” means all Hybrid Members listed in **Exhibit 3** who
23 do not withdraw their consent to join or seek to opt out during the settlement notice period.

24 2.21 “Hybrid Settlement Members’ Released Claims” means the (1) California Class
25 Claims that the Hybrid Members are fully and irrevocably releasing in exchange for the
26 consideration provided by this Settlement Agreement, whether arising at law, in contract or in
27 equity, and whether for economic or non-economic damages, restitution, injunctive relief, penalties
28 or liquidated damages from **August 9, 2013**, through **May 30, 2019**, and (2) the FLSA Collective

1 Claims that the FLSA Settlement Collective Members are fully and irrevocably releasing in
2 exchange for the consideration provided by this Settlement Agreement from three years before each
3 FLSA Collective Members Opt-In Date through the date of the Preliminary Approval Order.

4 2.22. "Individual California Class Settlement Payment" means the amount payable from
5 the Total Settlement Amount to each California Settlement Class Member who does not opt out of
6 this Agreement.

7 2.23. "Individual Collective Action Settlement Payment" means the amount payable from
8 the Total Settlement Amount to each FLSA Settlement Collective Member who does not timely
9 withdraw his/her consent form during the settlement notice period, and thereby participates in this
10 Agreement.

11 2.24. "Individual Hybrid Settlement Payment" means the amount payable from the Total
12 Settlement Amount to each Hybrid Settlement Member who does not timely withdraw his/her
13 consent form or seek to opt out during the settlement notice period, and thereby participates in this
14 Agreement.

15 2.25. "Judgment" means the judgment to be entered in the Action on Final Approval of
16 this Settlement.

17 2.26. "Mailed Notice Date" means the date of the initial mailing of the Class Notice to
18 California Class Members and FLSA Collective Members.

19 2.27. a. "Net Distribution Fund" (which is the same as the "Net Settlement Amount")
20 means the Total Settlement Amount of \$2,250,000.00 less the amount that the Court awards for:
21 the Service Awards; the Class Counsel Award; the Settlement Administrator Expenses; and the
22 PAGA Payment. This amount is estimated to be \$1,615,625 (*i.e.*, The Total Settlement Amount of
23 \$2,250,000.00 minus the proposed Service Award (\$15,000), the proposed Class Counsel Award
24 for attorneys' fees (up to \$562,500.00) and costs (up to \$25,000), the anticipated Settlement
25 Administration Costs (up to \$15,000) and the LWDA's portion of the PAGA Payment (\$16,875).
26 This estimated number will increase with the addition of any unawarded portions of the above
27 requested allocations, which will be added back into the Net Distribution Fund.

28 b. "Net Recovery" as to any FLSA Settlement Collective Member, California

1 Settlement Class Member, or Hybrid Settlement Member is the actual amount he/she will recover
2 from the Net Distribution Fund, *pro rata*, after all deductions contemplated in the preceding
3 paragraph.

4 2.28. "PAGA Payment" means a total payment of \$22,500 to settle all claims under
5 PAGA. From this amount, 75% (\$16,875) will be paid to the Labor and Workforce Development
6 Agency ("LWDA") and 25% (\$5,625) will be distributed to California Settlement Class Members.
7 The PAGA payment shall be payable from the Total Settlement Amount.

8 2.29. "Plaintiff" means Iram Bakhtiar.

9 2.30. "Preliminary Approval Order" means the order granting preliminary approval of this
10 Settlement Agreement, which Plaintiff's counsel will file in support of the motion for preliminary
11 approval.

12 2.31. "Released Parties" means (i) INFORMATION RESOURCES, INC. and its past,
13 present, and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees, franchisees,
14 and any other legal entities, whether foreign or domestic, and (ii) the past, present, and future
15 shareholders, officers, directors, members, investors, agents, employees, consultants,
16 representatives, fiduciaries, insurers, attorneys, legal representatives, predecessors, successors, and
17 assigns of the entities listed in (i).

18 2.32. "Service Award" means the amount approved by the Court to be paid to Plaintiff, in
19 addition to her Individual California Class Settlement Payment. The Service Award payable to
20 Plaintiff shall not exceed \$15,000, and shall be payable from the Total Settlement Amount.

21 2.33. "Settlement," "Settlement Agreement," "Amended Settlement," and "Agreement"
22 mean the settlement of this Action between and among Plaintiff and IRI, as set forth in this
23 document.

24 2.34. "Settlement Administrator" means Rust Consulting.

25 2.35. "Settlement Administrator Expenses" means the maximum amount to be paid to the
26 Settlement Administrator, which shall not exceed \$15,000. All Settlement Administrator Expenses
27 are to be paid exclusively from the Total Settlement Amount.

28 2.36. a. "Total Settlement Amount" (which is the same as the "Gross Settlement

1 Amount”) means two million two hundred and fifty thousand dollars (\$2,250,000), which is the
2 maximum amount that Defendant is obligated to pay under this Settlement Agreement under any
3 circumstances in order to resolve and settle this Action, subject to Court approval, except that the
4 Total Settlement Amount does not include employer-side payroll and employment taxes for wage
5 payments under this Agreement, which Defendant agrees to pay separately. The Total Settlement
6 Amount covers the Class Counsel Award, the Service Awards, the Settlement Administrator
7 Expenses, the Individual California Class and Collective Action Settlement Payments, all related
8 interest, and all employee-side payroll and employment taxes, and all tax expenses. This Total
9 Settlement Amount is designed to compensate the individuals listed on **Exhibit 1, Exhibit 2, and**
10 **Exhibit 3.**

11 b. “Gross Recovery” as to any California Settlement Class Member, FLSA
12 Settlement Collective Member, or Hybrid Settlement Member is the amount he/she would recover
13 from the Total Settlement Amount, prior to any deductions described in the Net Distribution Fund
14 definition.

15 2.37. “Expiration Date” means the date by which any checks issued to California
16 Settlement Class Members or FLSA Settlement Collective Members or Hybrid Settlement
17 Members shall become void, i.e. on the 90th day after mailing.

18 2.38. “Void” as it relates to this Settlement means that Defendant has exercised its power
19 to void the Settlement under paragraph 7.3 of this Agreement.

20 2.39. “1542 Waiver” means a waiver of the rights conferred by California Civil Code
21 Section 1542, which provides: “A general release does not extend to claims which the creditor or
22 releasing party does not know or suspect to exist in his or her favor at the time of executing the
23 release and that, if known by him or her, would have materially affected his or her settlement with
24 the debtor or released party.”

25 **3. CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

26 3.1 Certification Of Classes And Claims: Solely for the purposes of this Settlement, the
27 Parties stipulate and agree that the Court may certify (i) subclasses comprised of the California
28 Settlement Class Members, FLSA Settlement Collective Members (already conditionally certified),

1 and Hybrid Settlement Members; and (ii) claims comprised of the California Settlement Class
2 Members' Released Claims, FLSA Settlement Collective Members' Released Claims, and Hybrid
3 Settlement Members' Released Claims.

4 3.2 Appointment Of Class Representative. Solely for the purposes of this Settlement,
5 the Parties stipulate and agree Plaintiff shall be appointed as representative of the California
6 Settlement Class Members, FLSA Settlement Collective Members, and Hybrid Settlement
7 Members.

8 3.3 Appointment Of Class Counsel. Solely for the purposes of this Settlement, the
9 Parties stipulate and agree that Class Counsel shall be appointed as counsel for the California
10 Settlement Class Members, FLSA Settlement Collective Members, and Hybrid Settlement
11 Members.

12 3.4 Appointment Of Settlement Administrator. Solely for the purposes of this
13 Settlement, the Parties stipulate and agree that Rust Consulting shall be appointed to serve as
14 Settlement Administrator. The Settlement Administrator shall be responsible for establishing: a
15 toll-free telephone number through which California Class Members, FLSA Collective Members,
16 and Hybrid Members may make inquiries about the Settlement; preparing, printing and mailing the
17 Notice of Settlement; receiving and reviewing requests for exclusion and objections, if any,
18 submitted by California Class Members, FLSA Collective Members, and Hybrid Members;
19 calculating Individual California Class, Collective Action, and Hybrid Settlement Payments;
20 calculating and paying any and all payroll tax or other required withholdings from the wage portion
21 of the Individual Settlement Payments as required under this Settlement Agreement and applicable
22 law; providing weekly status reports to IRI's Counsel and Class Counsel; providing a due diligence
23 declaration for the Court prior to the Final Approval Hearing; mailing Individual California Class,
24 Collective Action, and Hybrid Settlement Payments, the Service Awards, the Class Counsel Award
25 and 75% of the PAGA Payment to the California Labor & Workforce Development Agency;
26 printing and providing Plaintiff, Class Counsel, California Settlement Class Members, FLSA
27 Settlement Collective Members, and Hybrid Settlement Members with IRS Forms W-2 or 1099 as
28 required under this Settlement Agreement and applicable law; providing a due diligence declaration

1 for submission to the Court upon the completion of the Settlement; and for such other tasks as the
2 Parties mutually agree. The Parties agree to cooperate in the Settlement administration process and
3 to make all reasonable efforts to control and minimize Settlement Administration Expenses. The
4 Parties each represent they do not have any financial interest in the Settlement Administrator or
5 otherwise have a relationship with the Settlement Administrator that could create a conflict of
6 interest.

7 3.5 Conditional Nature of Stipulation for Certification. Solely for the purposes of this
8 Settlement, the Parties stipulate and agree to the certification of the California Settlement Class
9 Members and Hybrid Settlement Class Members and their California Class Claims. The Court has
10 already conditionally certified the FLSA claims of the FLSA Settlement Collective Members and
11 Hybrid Settlement Members, and the Parties stipulate and agree to certification of the FLSA
12 Settlement Collective Members and Hybrid Settlement Members solely for the purposes of this
13 Settlement. Should for whatever reason the Settlement not become effective, the fact that the
14 Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on,
15 and shall not be admissible in connection with, the issue of whether the California Class Members
16 or the California Settlement Class Members' Released Claims, the FLSA Collective Members or
17 the FLSA Settlement Collective Members' Released Claims, and the Hybrid Members or the
18 Hybrid Settlement Members' Released Claims should be certified in a non-Settlement context in
19 this Action or in any other lawsuit. Defendant expressly reserves its right to oppose claim or class
20 certification in this or any other action should this Settlement not become effective.

21 3.6 The Parties agree to stay all proceedings in the Action, except such proceedings
22 necessary to implement and complete the Settlement, pending the Final Approval hearing to be
23 conducted by the Court.

24 3.7 The Settlement is not intended to and may not be deemed to affect the enforceability
25 of any arbitration agreement between Defendant and Plaintiff or between Defendant and any
26 California Class Member or FLSA Collective Member.

27 **4. SETTLEMENT CONSIDERATION AND REMEDIATION**

28 4.1 IRI's total monetary obligation under this Settlement is the Total Settlement Amount

1 (\$2,250,000). This is an “all in” number that includes, without limitation, all monetary benefits and
2 payments for the California Settlement Class Members, FLSA Settlement Collective Members, and
3 Hybrid Settlement Members, the Service Award, the Class Counsel Award, the Settlement
4 Administrator Expenses and the PAGA Payment, and all other claims for interest, fees, and costs.
5 Under no circumstances shall IRI be required to pay anything more than the Total Settlement
6 Amount, except that IRI will separately pay the employer payroll and employment taxes due for
7 the wages payments made under this Agreement. In no event shall IRI be liable for making any
8 payments under this Settlement, or for providing any relief to the California Settlement Class
9 Members, FLSA Settlement Collective Members, or Hybrid Settlement Members, before the
10 Effective Date of this Agreement. Defendant shall not receive a reversion of any portion of the
11 Total Settlement Amount, unless the Settlement is Void, in its entirety, by Defendant’s action as
12 described herein.

13 4.2 Plaintiff agrees not to pursue a Service Award in excess of \$15,000. IRI agrees not
14 to oppose Plaintiff’s application for such Service Award. Any Service Award awarded by the Court
15 shall be paid from the Total Settlement Amount. If the Court awards less than the full Service
16 Award, then the unawarded funds shall become part of the Net Distribution Fund.

17 4.3 Plaintiff and Class Counsel agree not to seek a Class Counsel Award from the Court
18 that includes greater than twenty five percent (25%) of the Total Settlement Amount (\$562,500.00)
19 for attorneys’ fees and twenty-five thousand dollars (\$25,000) for Class Counsel’s costs and
20 expenses. IRI agrees not to oppose a request for the Class Counsel Award under these terms. Any
21 Class Counsel Award awarded by the Court shall be paid from the Total Settlement Amount. If the
22 Court awards fees or costs in an amount less than the Class Counsel Award, the unawarded portions
23 will become part of the Net Distribution Fund.

24 4.4 Plaintiff agrees to seek a PAGA Payment of \$22,500. 75% of the PAGA Payment
25 (\$16,875) will be paid to the Labor and Workforce Development Agency, and the remaining 25%
26 (\$5,625) will be paid to California Settlement Class Members. IRI agrees not to oppose Plaintiff’s
27 request for this PAGA Award of \$22,500 or to oppose the 75%/25% allocation of the PAGA
28 Payment. The PAGA Payment will be paid from the Total Settlement Amount. If the Court awards

1 less than the requested PAGA Payment, the unawarded funds will become part of the Net
2 Distribution Fund. If the Court increases the PAGA Payment, the increased amount will be
3 allocated from the Net Distribution Fund.

4 4.5 The Settlement Administrator agrees its expenses to administer the Settlement shall
5 not exceed \$15,000. The Settlement Administration Expenses will be paid from the Total
6 Settlement Amount. Any Settlement Administration Expenses not actually incurred by the
7 Settlement Administrator will become part of the Net Distribution Fund.

8 4.6 The Net Distribution Fund will be allocated to participating California Settlement
9 Class Members, FLSA Settlement Collective Members, and Hybrid Settlement Members based
10 upon a proportional, workweek basis, with a multiplier of 1.75x applied to workweeks of the
11 California Settlement Class Members to account for the additional causes of action and remedies
12 available to and released by wage claimants in California, and a multiplier of 2.0x applied to
13 workweeks of the Hybrid Settlement Members who have both California claims and opted-into the
14 FLSA collective action. California Settlement Class Members' workweeks times 1.75, plus Hybrid
15 Settlement Members' workweeks times 2.0, plus FLSA Settlement Collective Members'
16 workweeks, will be divided into the Net Distribution Fund, to ascertain a per-workweek recovery
17 amount for the *pro rata* allocation. Then the Settlement Administrator will assign each individual
18 listed in **Exhibit 1**, **Exhibit 2**, and **Exhibit 3** a precise minimum allocation based upon his/her
19 workweeks, with the California or hybrid multiplier as applicable.

20 4.7 The Settlement Administrator will calculate the Individual California and Collective
21 Action Settlement Payments based on the Class Information provided to the Settlement
22 Administrator by IRI. The Settlement Administrator shall allocate one-third (1/3) of each
23 Individual California Settlement Payment to wages, one-third (1/3) of each Individual California
24 Settlement Payment to penalties, and one-third (1/3) of each Individual California Settlement
25 Payment to interest. The Individual Collective Action Settlement Payments the Settlement
26 Administrator will pay to the FLSA Settlement Collective Members will be allocated fifty percent
27 (50%) to wages and fifty percent (50%) to liquidated damages. The Individual Collective Action
28 Settlement Payments the Settlement Administrator will pay to the Hybrid Collective Members will

1 be allocated allocate one-third (1/3) of each Individual Hybrid Settlement Payment to wages, one-
2 third (1/3) of each Individual Hybrid Settlement Payment to penalties, and one-third (1/3) of each
3 Individual Hybrid Settlement Payment to interest.

4 4.8 Settlement Class Members are not eligible to receive any compensation other than
5 the Individual California and Collective Action Settlement Payments discussed above. If
6 Settlement Class Members wish to challenge or otherwise dispute the dates of employment and
7 total workweeks on their Notice, they must provide notice to the Settlement Administrator
8 addressing the grounds for the dispute that is postmarked before the Exclusion/Objection Deadline.
9 Any such Settlement Class Member must also submit any documentation supporting his or her
10 contentions as to why IRI's records are incorrect. In the absence of any such evidence, IRI's records
11 will be controlling. The Settlement Administrator shall have final authority to resolve any disputes
12 regarding proportional share of settlement funds, including but not limited to, disputes concerning
13 employment dates and workweeks. If any employment dates or workweeks are adjusted after any
14 submission, then the Settlement Class Member will be notified by the Settlement Administrator.

15 4.9 Amounts paid to Plaintiff, California Settlement Class Members, FLSA Settlement
16 Collective Members, and Hybrid Settlement Members pursuant to this Settlement Agreement do
17 not count as earnings or compensation for purposes of any benefits (*e.g.*, 401(k) plans or retirement
18 plans) sponsored by Defendant or the Released Parties.

19 4.10 In exchange for the consideration provided by Defendant, Plaintiff, individually and
20 on behalf of her heirs, estates, trustees, executors, administrators, representatives, agents,
21 successors, and assigns, and anyone claiming through him or acting or purporting to act on her
22 behalf, agrees to provide a Complete and General Release to the Released Parties. Plaintiff's
23 Complete and General Release shall be subject to a 1542 Waiver.

24 4.11 In exchange for the consideration provided by Defendant, the California Settlement
25 Class Members and Hybrid Settlement Members, individually and on behalf of their heirs, estates,
26 trustees, executors, administrators, representatives, agents, successors, and assigns, and anyone
27 claiming though them or acting or purporting to act on their behalf, agree to forever release,
28 discharge, hold harmless, and covenant not to sue each and all of the Released Parties for the

1 California Settlement Class Members' Released Claims.

2 4.12 In exchange for the consideration provided by Defendant, the FLSA Settlement
3 Collective Members, individually and on behalf of their heirs, estates, trustees, executors,
4 administrators, representatives, agents, successors, and assigns, and anyone claiming through them
5 or acting or purporting to act on their behalf, agree to forever release, discharge, hold harmless, and
6 covenant not to sue each and all of the Released Parties for the FLSA Settlement Collective
7 Members' Released Claims.

8 4.13 In exchange for its consideration provided by Defendant, the Hybrid Settlement
9 Collective Members, individually and on behalf of their heirs, estates, trustees, executors,
10 administrators, representatives, agents, successors, and assigns, and anyone claiming through them
11 or acting or purporting to act on their behalf, agree to forever release, discharge, hold harmless, and
12 covenant not to sue each and all of the Released Parties for the Hybrid Settlement Members'
13 Released Claims.

14 4.14 As of the Effective Date, Plaintiff, the California Settlement Class Members, FLSA
15 Settlement Collective Members, and Hybrid Settlement Members shall be permanently barred and
16 enjoined, by operation of the entered Final Judgment, from initiating, asserting, or prosecuting
17 against the Released Parties in any federal or state court or tribunal any and all claims released
18 under this Settlement.

19 4.15 In further consideration for this Agreement, IRI will agree to review the job
20 responsibilities of persons currently in the following job classifications:

- 21 • Client Service, Analyst; Levels 1, 2, and 3;
- 22 • Client Service, Consultant, Level 1;
- 23 • Client Insights, Analyst, Levels 1, 2, and 3; and
- 24 • Client Insights, Consultant, Level 1.

25 IRI has created a new job title "Data Coordinator" for the Client Service and Client Insights
26 employees that have been reclassified as nonexempt or will be hired as nonexempt. Defendant
27 retains the discretion to change the job title of the nonexempt position. Defendant further retains
28 the discretion to set the hourly pay of any Analyst or Consultant reclassified as nonexempt.

1 After the parties fully execute this Agreement, Defendant will immediately begin to analyze
2 the job responsibilities of persons employed in all of the job classifications listed above (including
3 all Analysts regardless of Level). Based on that analysis, Defendant will either (1) classify those
4 employees as non-exempt and assign them a job title of Client Service Data Coordinator, or Client
5 Insights Data Coordinator, (2) modify the job duties performed by those employees so that they
6 remain exempt employees and assign them a job title other than that of Client Service Data
7 Coordinator or Client Insights Data Coordinator; or (3) determine that the employees are correctly
8 classified. When newly hired or reassigned employees are placed as Analysts or Consultants,
9 Defendant will determine whether at the time of hire or reassignment those employees should be
10 classified as a nonexempt Client Service Data Coordinator or Client Insights Data Coordinator, or
11 assigned a different, exempt classification.

12 Defendant agrees that, no later than fourteen (14) days before Final Approval, it shall
13 provide to Class Counsel a status report that includes a list of those current employees (listed only
14 by unique identification number) that are in the four job Classifications listed above, and for each
15 person explain whether he or she has been reclassified as non-exempt or has remained in or been
16 reassigned to an exempt position. If and to the extent that any incumbent employee in any of the
17 four Classifications listed above has not been examined, the status report will set forth a schedule
18 for that examination. For a period of two years after entry of Final Judgment, Defendant will
19 provide Class Counsel with four updated reports, six months, twelve months, 18 months and 24
20 month after Final Approval.

21 Within the 24-month period after Final Approval if the nomenclature of the job
22 Classifications at issue changes, the parties will agree that IRI will review the exempt status of the
23 employees in substantially similar positions.

24 **5. PROCEDURE FOR REQUESTING PRELIMINARY APPROVAL OF THE**
25 **SETTLEMENT**

26 5.1 Upon execution of this Amended Settlement Agreement, Plaintiff will submit an
27 unopposed motion for preliminary approval of the Amended Settlement to the Court. Plaintiff's
28 renewed motion for preliminary approval will ask the Court to enter a Preliminary Approval Order

1 conditionally certifying the claims in this Action and appointing Plaintiff as the Class
2 Representative and Plaintiff's counsel as Class Counsel.

3 5.2 Plaintiff will serve a notice of settlement on the California Labor and Workforce
4 Development Agency at the same time counsel files a motion for preliminary approval.

5 5.3 The Parties stipulate to the form of, and agree to submit to the Court for its
6 consideration, this Settlement Agreement and the proposed Class Notices at **Exhibits A, B, and C**
7 to this Settlement Agreement.

8 5.4 Defendant certifies that it has already served notice of settlement on the U.S. and
9 applicable state attorney generals within 10 days after Plaintiff June 28, 2019 motion for
10 preliminary approval of the settlement. (ECF No. 108.)

11 5.5 The proposed Preliminary Approval Order shall:

- 12 • Maintain the certification of the FLSA Collective Class Members and the FLSA
13 Collective Claims, and conditionally certify the California Class and the California
14 Class Claims and the Hybrid Class and Hybrid Claims;
- 15 • Conditionally appoint Plaintiff and Class Counsel as representatives of the proposed
16 California Settlement Class Members, FLSA Settlement Collective Members, and
17 Hybrid Settlement Members;
- 18 • Appoint Rust Consulting as the Settlement Administrator, and order the Settlement
19 Administrator to provide notice of the settlement as outlined below;
- 20 • Confirm the procedure for distributing the Class Notice (discussed below); and
- 21 • Order that the preliminary approval of the Settlement, certification of the California
22 Settlement Class Members and the California Class Claims, and the FLSA
23 Settlement Collective Members and the FLSA Collective Claims, and the Hybrid
24 Settlement Members and the Hybrid Claims, and all actions associated with them,
25 are undertaken on the condition that they shall be vacated if the Settlement
26 Agreement is terminated or disapproved in whole or in material part by the Court,
27 or any appellate court or other court of review in which event the Settlement
28 Agreement and the fact that it was entered into shall not be offered, received, or

1 construed as an admission or as evidence for any purpose, including but not limited
2 to an admission by any Party of liability or non-liability or of the certifiability of a
3 litigation class or the appropriateness of maintaining a representative action.

4 5.6 The motion for preliminary approval shall request: that the Final Approval Hearing
5 and any determination on the request for a Class Counsel Award and Service Awards be set no
6 earlier than thirty-five (35) days after the Exclusion/Objection deadline; that Plaintiff be permitted
7 to file her motion for final approval no later than thirty-five (35) days before the Final Approval
8 Hearing; that any opposition briefs on such motions and petitions, or statements of non-opposition,
9 be filed fourteen (14) days before the Final Approval Hearing; and that any reply briefs on such
10 motions and petitions be filed seven (7) days before the Final Approval Hearing. IRI does not intend
11 to file an opposition, and reserves the right to file a statement of non-opposition.

12 5.7 At the same time that Plaintiff files her renewed motion for preliminary approval,
13 Class Counsel will notify the LWDA that the Parties have filed a renewed motion for preliminary
14 approval of the settlement of a PAGA claim, and will provide a copy of the Amended Settlement
15 Agreement.

16 **6. PROCEDURE FOR PROVIDING NOTICE OF SETTLEMENT**

17 6.1 No more than ten (10) calendar days after entry of the Preliminary Approval Order,
18 Class Counsel and Defendant will provide the Settlement Administrator with the Class Information
19 for purposes of sending the Class Notice to California Class Members, FLSA Collective Members,
20 and Hybrid Members.

21 6.2 No more than twenty (20) days after entry of the Preliminary Approval Order (i.e.,
22 the Mailed Notice Date), the Settlement Administrator will send the Class Notice to California
23 Class Members, FLSA Collective Members, and Hybrid Members via first-class mail and email
24 and text message to those for whom email and cell phone numbers are available in Defendant's
25 human resources database.

26 6.3 The Class Notice will inform California Class Members that unless they file a
27 request to be excluded from the Settlement: they will become California Settlement Class
28 Members; they will receive Individual California Class Settlement Payments under the Agreement;

1 they will be bound by the release of California Settlement Class Members' Released Claims.

2 6.4 The Class Notice will inform FLSA Settlement Collective Members that unless they
3 file a request to be excluded from the Settlement or withdraw their consent-to-join forms, they will
4 be bound by the terms of this Agreement, having opted into this action, including the release of
5 FLSA Settlement Collective Members' Released Claims.

6 6.5 The Class Notice will inform Hybrid Members that unless they file a request to be
7 excluded from the Settlement, or withdraw their consent-to-join forms, they will be bound by the
8 terms of the Agreement, having opted into this action, including the release of Hybrid Settlement
9 Members' Released Claims.

10 6.6 The Class Notice will inform California Class Members of their right to request
11 exclusion from the settlement and the procedures for doing so, FLSA Collective Settlement
12 Members of their right to withdraw their consent-to-join, and the procedure for doing so, and the
13 Hybrid Settlement Members of their right to request exclusion from or to withdraw their consent-
14 to-join from the settlement, and the procedures for doing so.

15 6.7 The Class Notice will inform California Class Members and Hybrid Class Members
16 of their right to object to the Settlement and the procedure for doing so.

17 6.8 The Class Notice shall include a statement as to the start date and end date
18 attributable to each California Class Member, FLSA Collective Member, and Hybrid Member
19 within the class period (*i.e.*, based upon the settlement time period and opt-in date for FLSA
20 Collective Members), as well as explanation for how the workweeks will be used to calculate the
21 settlement allocations, and the estimated minimum allocation for each participant. If Settlement
22 Class Members wish to challenge or otherwise dispute their dates of employment and location or
23 total workweeks, they must provide notice to the Settlement Administrator addressing the grounds
24 for the dispute that is postmarked before the Exclusion/Objection Deadline, as further above. The
25 Class Notice shall inform California Class Members, FLSA Collective Members, and Hybrid
26 Members of their burden to demonstrate through appropriate employment documentation if they
27 feel that the workweek calculation is incorrect. Such documentation may include, without
28 limitation, time slips, pay slips, offer letters, termination notices, performance evaluations or

1 reviews, signed employment policies or handbooks, work communications such as time-stamped
2 emails, and other documentation.

3 6.9 The Class Notice will be sent to the California Class Members, FLSA Collective
4 Members, and Hybrid Members via mail and email and text message to those for whom email and
5 cell phone numbers are available in Defendant's human resources database. Prior to mailing the
6 Class Notices, the Settlement Administrator will consult the United States Postal Service's National
7 Change of Address Database to review the accuracy of Class Members' mailing addresses and, if
8 possible, update Class Members' mailing addresses. If any Class Notice mailed to any California
9 Class Member, FLSA Collective Member, or Hybrid Member is returned, the Settlement
10 Administrator shall make a good-faith attempt to obtain the most-current postal mail addresses for
11 those individuals, including cross-checking the postal mail addresses it received from IRI with other
12 appropriate databases (e.g., the National Change of Address Database) and performing further
13 reasonable searches (e.g., through LexisNexis) for more-current postal mail addresses for those
14 individuals. All California Class Members', FLSA Collective Members', and Hybrid Members'
15 postal mail addresses obtained through these sources shall be protected as confidential and not used
16 for purposes other than the notice and administration of this Settlement. The address determined
17 by the Settlement Administrator as the current mailing address shall be presumed to be the best
18 mailing address for each California Class Members, FLSA Collective Members, and Hybrid
19 Members. The Settlement Administrator shall promptly re-mail the Class Notice to any California
20 Class Member, FLSA Settlement Collective Member, or Hybrid Settlement Member whose
21 original notice was returned because of a wrong address.

22 6.10 If any Class Notice to a California Class Member, FLSA Settlement collective
23 Member, or Hybrid Settlement Member is returned to the Settlement Administrator with a
24 forwarding address, the Settlement Administrator will forward the postal mailing to that address.

25 6.11 In the event that any Class Notice is returned as undeliverable a second time, no
26 further postal mailing shall be required. The Settlement Administrator shall maintain a log detailing
27 the instances Class Notices are returned as undeliverable, re-mailed, and when applicable, returned
28 again. However, if a mailing address cannot be found, the Settlement Administrator will email and

1 text message a Class Notice to the most recent known email address or phone number, if available
2 in Defendant's human resources system.

3 6.12 The Settlement Administrator will send a reminder postcard to any California Class
4 Member or FLSA Settlement Collective Member who has not cashed his/her settlement check
5 within 30 days after the check was mailed.

6 6.13 Class Counsel will maintain a webpage
7 (www.bryanschwartzlaw.com/irisettlement), which will have a brief neutral description of the
8 action along with links to the current Complaint, Notice of Settlement, the Settlement Agreement,
9 and motions for the Class Counsel Award and the Service Awards and for final approval; and a
10 telephone number, email address and Post Office Box for receipt of California Class Members',
11 FLSA Collective Members', and Hybrid Members' communications.

12 6.14 Defendant will participate in a dispute procedure with Class Counsel to resolve any
13 disputes raised by California Class Members, FLSA Settlement Collective Members, or Hybrid
14 Members' based upon the workweeks or other core assumptions used for their respective settlement
15 allocations. The Settlement Administrator shall have final authority to resolve any disputes
16 regarding proportional share of settlement funds, including but not limited to, disputes concerning
17 employment dates and workweeks.

18 6.15 The Parties agree that the procedures set forth in this Section comply with the due
19 process requirements of Federal Rule of Civil Procedure 23, constitute reasonable and the best
20 practicable notice under the circumstances, and constitute an appropriate and sufficient effort to
21 locate current addresses for California Class Members, FLSA Collective Members, and Hybrid
22 Members such that no additional efforts to do so shall be required. Any California Class Members,
23 FLSA Collective Members, and Hybrid Members who fail to receive the Notice of Settlement after
24 these procedures have been followed will nonetheless be bound by this Settlement.

25 6.16 At least seven (7) days before the Final Approval Motion filing deadline, the
26 Settlement Administrator shall provide a declaration of due diligence confirming: its dissemination
27 of the Class Notice in accordance with the notice procedures of this Agreement; all attempts by the
28 Settlement Administrator to locate California Class' Members, FLSA Collective Members; and

1 Hybrid Members, the number of delivered and undeliverable Class Notices; the number of
2 objections received (and copies of same); and the number of requests for exclusion received (but
3 not copies of same). Class Counsel shall be responsible for filing the due diligence declaration with
4 the Court. At least seven (7) days before the Final Approval Hearing, the Settlement Administrator
5 will provide a supplemental declaration, as needed.

6 **7. PROCEDURE FOR REQUESTING EXCLUSION**

7 7.1 California Class Members, FLSA Settlement Collective Members, and Hybrid
8 Members who wish to exclude themselves from (or “opt out” of) the Settlement must submit timely,
9 written requests for exclusion. To be effective, the request for exclusion must include: the
10 California Class Member’s, the FLSA Settlement Collective Member’s, or the Hybrid Collective
11 Member’s name, address, and telephone number; the name and case number of this case; a clear
12 and unequivocal statement that the individual wishes to be excluded from the Settlement; a clear
13 and unequivocal statement that the individual wishes to withdraw his/her consent-to-join the FLSA
14 Collective Action, if he/she previously opted in; and the California Class Member’s, FLSA
15 Collective Member’s, or Hybrid Member’s, as the case may be, signature.

16 7.2 The request for exclusion must be mailed to the Settlement Administrator at the
17 address provided in the Class Notice and must be postmarked no later than forty-five (45) days
18 after the Mailed Notice Date. The date of the postmark on the envelope containing the request for
19 exclusion shall be the exclusive means used to determine whether a request for exclusion has been
20 timely submitted. Requests for exclusion must be exercised individually by a California Class
21 Member, FLSA Settlement Collective Member, or Hybrid Settlement Member. Attempted
22 collective group, class, or subclass requests for exclusions shall be ineffective and disregarded by
23 the Settlement Administrator, unless each individual complies with the opt-out requirements as set
24 forth in this Agreement.

25 7.3 The Settlement Administrator shall automatically notify Class Counsel and counsel
26 for IRI if and when more than 10% of the California Settlement Class Members and Hybrid
27 Settlement Class Members who have not previously released their claims submit requests for
28 exclusion, or, if and when more than five of FLSA Settlement Collective Members who have not

1 previously released their claims, submit a request to withdraw his/her consent-to join during the
2 settlement notice period. In this event, Defendant in its sole option may Void the settlement and
3 Plaintiff may resume her claims against Defendant in court. If Defendant exercises this right then
4 Defendant shall be responsible to the Claims Administrator for all claims administration expenses.
5 Defendant will communicate this by sending written notice to Class Counsel that it Voids the
6 Settlement. Defendant must make such an election within five (5) business days of being notified
7 by the Claims Administrator when more than 10% of the California Settlement Class Members and
8 Hybrid Settlement Class Members who have not previously released their claims submit requests
9 for exclusion, or, if and when more than five of FLSA Settlement Collective Members who have
10 not previously released their claims, submit a request to withdraw his/her consent-to join during
11 the settlement notice period.

12 7.4 All California Class Members, FLSA Settlement Collective Members, and Hybrid
13 Members who do not opt out shall be bound by this Agreement, and all of their claims shall be
14 dismissed with prejudice and released as provided for herein.

15 7.5 Plaintiff agrees not to request exclusion from the Settlement Class or object to it.

16 **8. PROCEDURE FOR OBJECTING**

17 8.1 Any California Class Member or Hybrid Member who wishes to object to the
18 fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement may object to
19 Settlement by sending their written objections to the Court. All objections will be scanned into the
20 electronic case docket and the parties will receive electronic notices of filing. The Class Notice will
21 make clear that the Court can only approve or deny the settlement, not change the terms of the
22 settlement. California Class Members or Hybrid Members may therefore object to the proposed
23 settlement in writing, but they may also appear at the Final Approval Hearing, either in person or
24 through their own attorney, which they are responsible for paying.

25 8.2 All written objections and supporting papers must be filed or postmarked no later
26 than the forty-five (45) days after the Mailed Notice Date. The filing date or the date of the postmark
27 on the envelope containing the objection shall be the exclusive means used to determine whether
28 the written objection has been timely submitted.

1 8.3 All written objections and supporting papers must (a) clearly identify the case name
2 and number (*Bakhtiar v Information Resources, Inc.*, Case Number 3:17-cv-04559-JST), (b) be
3 submitted to the Claims Administrator for dissemination to the parties for filing, or be submitted to
4 the Court, either by mailing them to the Class Action Clerk, United States District Court for the
5 Northern District of California, San Francisco Division, or by filing them in person at any location
6 of the United States District Court for the Northern District of California, and (c) be filed or
7 postmarked on or before forty-five (45) days after the Mailed Notice Date.

8 8.4 California Class Members or Hybrid Members who object to the proposed
9 Settlement shall remain California Settlement Class Members or Hybrid Settlement Members. To
10 the extent any California Class Member or Hybrid Member objects to the Settlement, and such
11 objection is overruled in whole or in part, those California Class Members or Hybrid Settlement
12 Members will be forever bound by the Final Approval order and Judgment.

13 **9. PROCEDURE FOR REQUESTING FINAL APPROVAL OF THE SETTLEMENT**

14 9.1 Promptly after the Exclusion/Objection Deadline, Plaintiff shall file a motion
15 requesting final approval of the Settlement, including a proposed Final Approval Order and
16 Judgment. As to the Final Approval Order and Judgment, Defendant will be permitted to review,
17 revise as necessary and agreed upon, and approve.

18 9.2 The proposed Final Approval Order shall adjudge that, among other things:

- 19 • The Settlement Administrator has fulfilled its initial notice and reporting duties
20 under the Settlement and that the Class Notice (i) constituted the best practicable
21 notice; (ii) constituted notice that was reasonably calculated, under the
22 circumstances, to apprise Settlement Class Members of the pendency of the Action,
23 and their right to exclude himself from or object to the proposed settlement and to
24 appear at the Final Approval Hearing; (iii) was reasonable and constituted due,
25 adequate, and sufficient notice to all persons entitled to receive notice; and (iv) met
26 all applicable requirements of Federal Rule of Civil Procedure 23, due process, and
27 any other applicable rules or law.
- 28 • The Settlement as fair, reasonable, and adequate;

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- Plaintiff and Class Counsel adequately represented the California Settlement Class Members, FLSA Collective Settlement Members, and Hybrid Settlement Members for the purpose of entering into and implementing the Agreement;
- The Settlement Administrator is to execute the distribution of proceeds pursuant to the terms of this Agreement;
- The Final Approval Order and Judgment of dismissal shall be final and entered forthwith;
- Without affecting the finality of the Final Approval order and Judgment, the Court retains continuing jurisdiction over Plaintiff, Defendant, the California Settlement Class Members, FLSA Settlement Collective Members, and the Hybrid Settlement Members as to all matters concerning the administration, consummation, and enforcement of this Settlement Agreement;
- As of the Final Approval Date, the Plaintiff, California Settlement Class Members, FLSA Settlement Collective Members, and Hybrid Settlement Members, and their Legally Authorized Representatives, heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have received actual notice of the proposed Settlement, have conclusively compromised, settled, discharged, and provided: the Complete and General Release (in the case of Plaintiff); the release of California Settlement Class Members' Released Claims (in the case of the California Settlement Class Members); release of FLSA Settlement Collective Members' Released Claims (in the case of FLSA Settlement Collective Members); and release of the Hybrid Settlement Released Claims (in the case of the Hybrid Settlement Members) against IRI and the Released Parties, and are bound by the provisions of this Settlement Agreement;
- Plaintiff, the California Settlement Class Members, FLSA Settlement Collective Members, and Hybrid Settlement Members, by entry of the Final Order and

1 Judgment, are permanently barred from filing, commencing, prosecuting,
2 intervening in, or participating (as class members or otherwise) in any other lawsuit
3 or administrative, regulatory, arbitration, or other proceeding in any jurisdiction
4 based on the claims released herein;

- 5 • The Settlement provided for herein, and any proceedings undertaken pursuant
6 thereto, are not, and should not in any event be offered, received, or construed as
7 evidence of, a presumption, concession, or an admission by any Party of liability or
8 non-liability or of the certifiability or non-certifiability of a litigation class or
9 collective, or that PAGA representative claims may validly be pursued; provided,
10 however, that reference may be made to this Settlement in such proceedings as may
11 be necessary to effectuate the provisions of this Settlement;
- 12 • The Judgment entered by the Court will resolve all claims in lieu of ordering their
13 dismissal.
- 14 • The Parties, without further approval from the Court, are authorized to agree to and
15 adopt such amendments, modifications, and expansions of this Agreement,
16 including all Exhibits hereto, as (i) shall be consistent in all material respects with
17 the Final Approval order; (ii) do not limit the rights of California Settlement Class
18 Members, FLSA Settlement Collective Members, and Hybrid Members; and (iii)
19 contains such other and further provisions consistent with the terms of this
20 Settlement Agreement to which the Parties expressly consent in writing.

21 9.3 At the Final Approval Hearing, and in an unopposed motion filed before the close
22 of the notice period, Class Counsel will also request entry of an Order approving the Class Counsel
23 Award and the Service Award to Plaintiff. Any such Class Counsel Award or Service Award shall
24 be paid exclusively from the Total Settlement Payment. In no event shall any Released Party
25 otherwise be obligated to pay for any other attorneys' fees and expenses or Service Awards arising
26 from this suit. The disposition of Class Counsel's application for a Class Counsel Award, and for
27 Service Awards, is within the sound discretion of the Court and is not a material term of this
28 Settlement Agreement, and it is not a condition of this Settlement Agreement that such application

1 be granted. Any disapproval or modification of such application by the Court shall not (i) affect the
2 enforceability of the Settlement Agreement, (ii) provide any of the Parties with the right to
3 terminate the Settlement Agreement, or (iii) increase the consideration any Released Party pays in
4 connection with the Settlement. Any unawarded Class Counsel Award and Service Award will be
5 held in trust by the administrator pending any limited appeal by Class Counsel on such denied or
6 modified award(s), but such appeal shall not delay the finality of the judgment in other respects or
7 distribution of the remainder of the settlement. If there is no limited appeal regarding the Class
8 Counsel Award and Service Award, or if any such limited appeal is unsuccessful, then any such
9 unawarded portion(s) of the Class Counsel Award and Service Award held in trust will be
10 distributed pro rata to the participating Class Members, and will not, under any circumstances,
11 revert to Defendant. Defendant will not under any circumstances owe any additional attorneys' fees
12 or costs associated with any such limited appeal.

13 **10. PROCEDURE FOR EXECUTING THE SETTLEMENT IF/WHEN IT BECOMES**
14 **EFFECTIVE**

15 10.1 Within fifteen (15) calendar days following the Effective Date, IRI shall provide the
16 Total Settlement Amount (\$2,250,000) to the Settlement Administrator. By the later of fifteen (15)
17 calendar days following the Effective Date or fifteen (15) calendar days after the Claims
18 Administrator provides counsel for IRI with the necessary information, IRI shall provide the Claims
19 Administrator with the employer's share of payroll taxes.

20 10.2 Within thirty (30) calendar days following the Effective Date, the Settlement
21 Administrator shall distribute Total Settlement Amount as follows:

- 22 • Pay the costs and expenses incurred in connection with administering this
23 Settlement, which shall not be more than \$15,000;
- 24 • Subject to the approval and further order(s) of the Court, pay the Service Award to
25 Plaintiff, which shall not be more than \$15,000 total;
- 26 • Subject to the approval and further order(s) of the Court, pay the Class Counsel
27 Award, which shall not be more than \$562,500.00 for attorneys' fees and \$25,000
28 for costs, with fees;

- 1 • Subject to the approval and further order(s) of the Court, distribute 75% (i.e. \$16,875
- 2 of the PAGA Payment to the LWDA;
- 3 • Subject to the approval and further order(s) of the Court, distribute the Individual
- 4 California Class and Collective Action Settlement Payments from the Total
- 5 Settlement Amount for the benefit of the California Settlement Class Members and
- 6 the FLSA Settlement Collective.

7 10.3 Unawarded allocations from the Total Settlement Amount will be added into the Net

8 Distribution Fund, as detailed above. If any Individual Settlement Checks mailed to any California

9 Class Member, FLSA Collective Member, and Hybrid Member are returned as undeliverable,

10 before considering the check expired, the Settlement Administrator will attempt to locate a viable

11 mailing address and will resend the checks by following the same procedures addressed above for

12 undeliverable Class Notices, as detailed in sections 6.8 through 6.10 above. If any portion of the

13 Total Settlement Amount cannot be distributed to the California Settlement Class Members or the

14 FLSA Settlement Collective Members, *e.g.*, if any the Individual California Class and Collective

15 Action Settlement Payments are not cashed by the Expiration Date, then within thirty (30) days

16 after the Expiration Date, and if the undistributed amount is \$10,000 or less, the Settlement

17 Administrator shall consider the checks expired and shall pay such unallocated and unclaimed

18 funds to UC Hastings College of the Law for the Workers' Rights Clinic. The Clinic operates two

19 evenings a week and is supervised by attorneys from Legal Aid at Work and the private bar.

20 Students conduct initial client interviews and in consultation with the supervising attorneys, provide

21 counseling, legal information, and referrals to low-income workers. Given the positive impact the

22 clinic spreads in fighting for worker's rights, the parties submit that UC Hastings College of the

23 Law, Worker's Rights Clinic is a worthy *Cy Pres* Beneficiary for the funds that remain from

24 uncashed checks after the Expiration Date. Neither the parties nor their counsel have any affiliation

25 or relationship with the UC Hastings College of the Law, Worker's Rights Clinic, other than that

26 Mitchel F. Boomer and Janelle J. Sahouria, counsel for Defendant, graduated law school at UC

27 Hastings College of the Law, and Bryan Schwartz is a member of the Board of Directors of Legal

28 Aid at Work.

1 10.4 If the undistributed amount exceeds \$10,000, then the Settlement Administrator
2 shall distribute the undistributed amount pro rata to participating Class Members (the “second
3 allocation”), and, to the extent any of the second allocation payments are not cashed by recipients
4 after 90 days, the uncashed checks will expire, and the remaining amount will go to *cy pres*.

5 10.5 Upon completion of administration of the Settlement, the Settlement Administrator
6 will provide a written declaration under oath to certify such completion to the Court and counsel
7 for all Parties. Class Counsel shall file the declaration with the Court to confirm full satisfaction of
8 the Settlement.

9 10.6 California Settlement Class Members, FLSA Settlement Collective Members, and
10 Hybrid Settlement Members are not eligible to receive any compensation in connection with this
11 case other than their Individual California Class or Collective Action Settlement Payment.

12 10.7 The Individual California Class and Collective Action Settlement Payments cashed
13 shall be reported by the Settlement Administrator to the applicable governmental authorities on IRS
14 Forms W-2s or 1099s (as applicable). The portions allocated to the Service Award shall be reported
15 on IRS Form 1099s by the Settlement Administrator. The Settlement Administrator shall be
16 responsible for issuing copies of IRS Forms W-2s or 1099s for the Plaintiff, California Settlement
17 Class Members, and FLSA Settlement Collective Members.

18 10.8 The Parties make no representation as to the tax treatment or legal effect of the
19 payments called for hereunder, and the Plaintiff, the California Settlement Class Members, and the
20 FLSA Settlement Collective Members are not relying on any statement, representation, or
21 calculation by any of the Parties or by the Settlement Administrator in this regard. Plaintiff and the
22 California Settlement Class Members, FLSA Settlement Collective Members, and Hybrid
23 Settlement Members understand and agree that they will be solely responsible for the payment of
24 any taxes and penalties assessed on the payments described herein. Plaintiff, the California
25 Settlement Class Members, FLSA Settlement Collective Members, and Hybrid Settlement
26 Members acknowledge and agree that no provision of this Settlement, and no written
27 communication or disclosure between or among the Parties or their attorneys and other advisers, is
28 or was intended to be, nor will any such communication or disclosure constitute or be construed or

1 be relied upon as, tax advice within the meaning of United States Treasury Department Circular
2 230 (31 C.F.R. Part 10, as amended).

3 10.9 Payments and tax reporting by the Settlement Administrator in the manner described
4 above shall be deemed conclusive of compliance with the monetary terms of this Settlement
5 Agreement as to all California Settlement Class Members, FLSA Settlement Collective Members,
6 and Hybrid Settlement Members. No California Settlement Class Members, FLSA Settlement
7 Collective Members, or Hybrid Settlement Members shall have any claim against the Plaintiff,
8 Class Counsel, IRI, Defendant's counsel or the Settlement Administrator for distributions made
9 substantially in accordance with this Settlement Agreement or orders of the Court. No California
10 Settlement Class Members, FLSA Settlement Collective Members, or Hybrid Settlement Members
11 shall have any claim against IRI, the Released Parties or IRI's counsel relating to distributions made
12 under this Settlement.

13 **11. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF**
14 **SETTLEMENT AGREEMENT**

15 11.1 If the Court does not approve the Settlement as set forth in this Settlement
16 Agreement in all material respects, or if the Court enters the Judgment and appellate review is
17 sought (other than the limited appeal described in 9.3, above), and on such review, the entry of
18 Judgment is vacated, modified in any material way, or reversed, or if the Final Approval order does
19 not otherwise become Final, then this Settlement Agreement shall be cancelled and terminated,
20 unless all Parties, in their sole discretion within thirty (30) days from the date such ruling becomes
21 final, provide written notice to all other Parties hereto of their intent to proceed with the Settlement
22 under the terms of the Judgment as it may be modified by the Court or any appellate court.

23 11.2 In the event that: (i) the Settlement is not approved, is overturned, or is materially
24 modified by the Court or on appeal, (ii) the Judgment does not become Final, or (iii) this Settlement
25 Agreement is terminated, cancelled, or fails to become effective for any reason, including
26 Defendant's decision to Void the Agreement as described herein, then: (a) the Parties stipulate and
27 agree the Settlement, the Class Information, and all documents exchanged and filed in connection
28 with the Settlement shall be treated as inadmissible mediation communications under Cal. Evid.

1 Code §§ 1115 *et seq.* and Rule 408 of the Federal Rules of Evidence; (b) the Settlement shall be
2 without force and effect upon the rights of the Parties hereto, and none of its terms shall be effective
3 or enforceable, with the exception of this Paragraph, which shall remain effective and enforceable;
4 (c) the Parties shall be deemed to have reverted to their respective status prior to execution of this
5 Agreement; (d) all Orders entered in connection with the Settlement, including the certification of
6 the California Settlement Class Members and the California Class Members' Released Claims, the
7 FLSA Settlement Collective Members and FLSA Settlement Collective Members' Released
8 Claims, and the Hybrid Settlement Members and the Hybrid Settlement Members' Released Claims
9 shall be vacated without prejudice to any Party's position on the issue of class certification, and the
10 Parties shall be restored to their litigation positions existing on the date of execution of this
11 Agreement; and (e) the Parties shall proceed in all respects as if the Settlement Agreement and
12 related documentation and orders had not been executed, and without prejudice in any way from
13 the negotiation or fact of the Settlement or the terms of the Settlement Agreement. The Settlement,
14 all documents, orders, and evidence relating to the Settlement, the fact of their existence, any of
15 their terms, any statement or report concerning the Settlement Agreement, its existence, or their
16 terms, any negotiations, proceedings, acts performed, or documents executed pursuant to or in
17 furtherance of the Settlement Agreement shall not be admissible in any proceeding, and shall not
18 be offered, received, or construed as evidence of a presumption, concession, or an admission of
19 liability, of unenforceability of any arbitration agreement, of the, certifiability of a litigation class,
20 or otherwise used by any Person for any purpose whatsoever, in any trial of this Action or any other
21 action or proceedings.

22 **12. ADDITIONAL PROVISIONS**

23 12.1 The Class Notice is the approved method for communicating with California Class
24 Members, FLSA Collective Members, and Hybrid Members about the Settlement. Plaintiff and
25 Class Counsel will not issue any news media releases, initiate any contact with the news media,
26 respond to any news media inquiry, post any information on a website (including social media), or
27 have any other public communication about the Action or the fact, amount or terms of the
28 Settlement prior to preliminary approval being granted. After preliminary approval, Class Counsel

1 will set up the webpage referenced above, and neither Class Counsel nor Plaintiff will disparage
2 Defendant.

3 12.2 All of the Exhibits to this Agreement are an integral part of the Settlement and are
4 incorporated by reference as though fully set forth herein.

5 12.3 Unless otherwise noted, all references to “days” in this Agreement shall be to
6 calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or
7 federal legal holiday, such date or deadline shall be on the first business day thereafter.

8 12.4 This Agreement supersedes all prior negotiations and agreements and may be
9 amended or modified only by a written instrument signed by counsel for all Parties or the Parties’
10 successors-in-interest.

11 12.5 The Parties reserve the right, subject to the Court’s approval, to agree to any
12 reasonable extensions of time that might be necessary to carry out any of the provisions of this
13 Agreement. Such extensions must be agreed-upon in writing to be enforceable.

14 12.6 The Released Parties shall have the right to file the Settlement Agreement, the Final
15 Approval Order and Judgment, and any other documents or evidence relating to the Settlement in
16 any action that may be brought against them in order to support a defense or counterclaim based
17 on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar,
18 reduction, or any other theory of claim preclusion or issue preclusion or similar defense or
19 counterclaim.

20 12.7 The Parties to the Settlement Agreement agree that the terms of the Settlement were
21 negotiated at arm’s length and in good faith by the Parties, resulted from multiple mediation
22 sessions facilitated by mediator Jeffrey Ross, Esq., and reflect a settlement that was reached
23 voluntarily based upon adequate information and sufficient discovery and after consultation with
24 experienced legal counsel.

25 12.8 Plaintiff, Class Counsel and Defendant have concluded that the Settlement set forth
26 herein constitutes a fair, reasonable, and adequate resolution of the claims that the Plaintiff asserted
27 against IRI, including the claims on behalf of the California Class Members, FLSA Collective
28 Members, and the Hybrid Members and that it promotes the best interests of the California Class

1 Members and the FLSA Collective Members.

2 12.9 To the extent permitted by law, all agreements made and orders entered during the
3 course of the Action relating to the confidentiality of information shall survive this Settlement
4 Agreement.

5 12.10 Within sixty (60) days following the Effective Date, Class Counsel shall return to
6 IRI all documents produced in the Action, or confirm in writing that all such documents have been
7 destroyed.

8 12.11 The waiver by one Party of any breach of this Settlement Agreement by any other
9 Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement
10 Agreement.

11 12.12 This Settlement Agreement, including its Exhibits, constitutes the entire agreement
12 among the Parties, and no representations, warranties, or inducements have been made to any Party
13 concerning this Settlement Agreement or its Exhibits, other than the representations, warranties,
14 and covenants contained and memorialized in this Settlement Agreement and its Exhibits.

15 12.13 This Settlement Agreement may be executed in one or more counterparts. All
16 executed counterparts and each of them shall be deemed to be one and the same instrument provided
17 that counsel for the Parties to this Settlement Agreement shall exchange among themselves original
18 signed counterparts.

19 12.14 The Parties hereto and their respective counsel agree that they will use their best
20 efforts to obtain all necessary approvals of the Court required by this Settlement Agreement.

21 12.15 This Settlement Agreement shall be binding upon and shall inure to the benefit of
22 the successors and assigns of the Parties hereto, including any and all Released Parties and any
23 corporation, partnership, or other entity into or with which any Party hereto may merge,
24 consolidate, or reorganize.

25 12.16 This Settlement Agreement shall not be construed more strictly against one Party
26 than another merely because of the fact that it may have been prepared by counsel for one of the
27 Parties, it being recognized that because of the arm's-length negotiations resulting in the Settlement
28 Agreement, all Parties hereto have contributed substantially and materially to the preparation of the

1 Settlement Agreement.

2 12.17 Except where this Settlement Agreement itself provides otherwise, all terms,
3 conditions, and Exhibits are material and necessary to this Settlement Agreement and have been
4 relied upon by the Parties in entering into this Settlement Agreement.

5 12.18 This Settlement Agreement shall be governed by California law. Any action based
6 on this Settlement Agreement, or to enforce any of its terms, shall be venued in the United States
7 District Court, Northern District of California, which shall retain jurisdiction over all such disputes.
8 All Parties to this Settlement Agreement shall be subject to the jurisdiction of the United States
9 District Court, Northern District of California for all purposes related to this Settlement Agreement.
10 This Paragraph relates solely to the law governing this Settlement Agreement and any action based
11 thereon, and nothing in this Paragraph shall be construed as an admission or finding that California
12 law applies to the Released Claims of any Plaintiff or California Class Member or the FLSA
13 Collective Members who resides outside the State of California.

14 12.19 The Court shall retain continuing and exclusive jurisdiction over the Parties to this
15 Settlement Agreement for the purpose of the administration and enforcement of this Settlement
16 Agreement.

17 12.20 The headings used in this Settlement Agreement are for the convenience of the
18 reader only, and shall not affect the meaning or interpretation of this Settlement Agreement.

19 12.21 In construing this Settlement Agreement, the use of the singular includes the plural
20 (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

21 12.22 The Parties agree to all terms in the agreement.

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IT IS SO STIPULATED.

Dated: 03/16/2020

By: Iram Bakhtiar
Iram Bakhtiar (Mar 16, 2020)
Iram Bakhtiar,
For: Individual and Putative Class

Dated: _____

INFORMATION RESOURCES, INC.

By: _____
Title:

Approved as to form:

Dated: _____

BRYAN SCHWARTZ LAW

By: _____
Bryan Schwartz
Samuel Goldsmith
Attorneys for Individual and Representative
Plaintiffs and the Putative Class

Dated: _____

JACKSON LEWIS P.C.

By: _____
Mitchell F. Boomer
Fraser A. McAlpine
Janelle J. Sahouria
Attorneys for Defendant
INFORMATION SERVICES, INC.

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IT IS SO STIPULATED.

Dated: _____

By: _____
Iram Bakhtiar,
For: Individual and Putative Class

Dated: March 16, 2020

INFORMATION RESOURCES, INC.

By: *Susana Bennett*
Title: Chief Legal Officer

Approved as to form:

Dated: _____

BRYAN SCHWARTZ LAW

By: _____
Bryan Schwartz
Samuel Goldsmith
Attorneys for Individual and Representative
Plaintiffs and the Putative Class

Dated: _____

JACKSON LEWIS P.C.

By: _____
Mitchell F. Boomer
Fraser A. McAlpine
Janelle J. Sahouria
Attorneys for Defendant
INFORMATION SERVICES, INC.

4825-6453-3687, v. 1

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IT IS SO STIPULATED.

Dated: _____

By: _____
Iram Bakhtiar,
For: Individual and Putative Class

Dated: _____

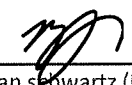
INFORMATION RESOURCES, INC.

By: _____
Title:

Approved as to form:

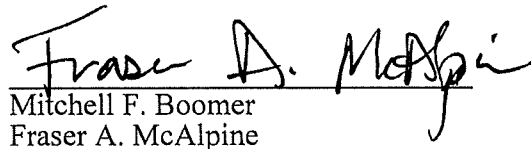
Dated: March 16, 2020

BRYAN SCHWARTZ LAW

By: 
bryan schwartz (Mar 16, 2020)
Bryan Schwartz
Samuel Goldsmith
Attorneys for Individual and Representative
Plaintiffs and the Putative Class

Dated: March 16, 2020

JACKSON LEWIS P.C.

By: 
Mitchell F. Boomer
Fraser A. McAlpine
Janelle J. Sahouria
Attorneys for Defendant
INFORMATION SERVICES, INC.

4825-6453-3687, v. 1