IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA
CENTRAL DIVISION

CHAD LYONS and CHRISTIAN TAVERAS, individually and on behalf of others similarly situated Plaintiffs, vs. IR LABS DE, LLC; and SOURCETEK, INC. Defendants.	DOCKET NO. 4:24-cv-00002-SHL-SBJ **JOINT MOTION FOR SETTLEMENT APPROVAL**

Plaintiffs, Chad Lyons and Christian Taveras, individually and on behalf of others similarly situated, and Defendants, IR Labs DE, LLC and SourceTek, Inc. (collectively "the Parties") jointly move this Court for entry of an Order (1) granting approval of settlement, (2) certifying a collective action for purposes of settlement only, (3) appointing a collective action representative, (4) appointing class counsel, (5) directing notice to the settlement collective, and (6) temporarily staying this case until the settlement is fully administered and all released claims are dismissed with prejudice. In support thereof, the Parties would show as follows:

I. BACKGROUND

IR Labs DE, LLC ("IR Labs") has provided assistance to businesses across the United States with claiming tax credits known as the Employee Retention Credit ("ERC") pursuant to the Coronavirus Aid, Relief, and Economic Security Act, which enacted in March 2020. SourceTek, Inc. ("SourceTek") is a company that provided information technology, data processing, and project management services to IR Labs. Plaintiff Chad Lyons ("Lyons")

worked for IR Labs prior to his termination, and Plaintiff Christian Taveras ("Taveras") worked for SourceTek prior to his termination.

On January 26, 2024, Plaintiffs filed suit against IR Labs and SourceTek bringing two claims. *See* Am. Compl., ECF No. 7. First, Plaintiffs alleged the Defendants violated the Federal Workers Adjustment and Retraining Notification Act ("WARN Act"). Specifically, Plaintiffs alleged that the Defendants failed to give proper notice concerning the layoffs that occurred within the 90 days prior to September 20, 2023. The Defendants deny any liability under the WARN Act and claim that, to the extent any notice was not given sixty days before the employees' terminations, the shortened notice period was caused by unforeseeable business circumstances. Moreover, IR Labs disputes its status as a single employer under the WARN Act related to any claims brought by employees employed by SourceTek.

Second, Plaintiffs brought claims under the Fair Labor Standards Act ("FLSA"). Lyons alleged that IR Labs failed to include the milestone bonus payments and commissions into each employee's regular rate calculation – thereby paying overtime at a lower rate than what is required by the FLSA. IR Labs contends that its overtime calculations were compliant with the FLSA and it does not owe any additional overtime to Lyons or any former employees. Taveras alleged that both SourceTek and IR Labs failed to pay him for all hours worked in excess of forty during any workweek. Both Defendants dispute whether any uncompensated time was worked. Moreover, IR Labs disputes its status as a joint employer under the FLSA related to any claims brought by employees employed by SourceTek.

Before answering the Complaint, the Parties exchanged information informally. This information included redacted pay data for all non-exempt employees of IR Labs who worked overtime hours during weeks a milestone bonus payment or commission was earned, as well as

bonus plan documents. Moreover, SourceTek provided a redacted list of employees with their dates of employment and pay rates.

After this information was exchanged, the Parties attended a full-day mediation presided over by the Honorable John A. Jarvey. During this mediation, Plaintiff Chad Lyons and IR Labs reached an agreement to resolve the FLSA claims brought by Lyons on behalf of the nonexempt employees of IR Labs who earned milestone bonuses or commissions in weeks they worked more than forty hours. The remaining claims were not resolved in mediation.

After mediation, the Defendants answered the Amended Complaint, ECF Nos. 16, 21, and the Parties continued to litigate this matter. The Parties engaged in written discovery and exchanged additional information, including some timekeeping and pay records of SourceTek employees. More than twenty (20) former employees of SourceTek filed consent forms to opt-in to the litigation. During this time period, the Parties continued to engage in protracted, arms-length settlement negotiations, and before Plaintiffs moved for conditional certification of the remaining FLSA claims, the Parties reached an agreement to resolve all the substantive claims brought in this suit.

After all the substantive claims were resolved in principle, the Parties started to exchange information and engage in extensive negotiations to resolve the remaining claims for attorneys' fees and costs. In December 2024 and January 2025, the Parties reached an agreement to resolve Plaintiffs' claims for attorneys' fees and costs.

The Settlement Agreement and Release ("Settlement Agreement"), Exhibit A, represents the agreement of the Parties, in conjunction with a Supplemental Settlement Agreement and

Release on Attorneys' Fees and Costs entered between the Parties and a separate Settlement Contribution and Mutual Release Agreement entered between IR Labs and SourceTek.

The Parties agree that litigating the WARN claims would be protracted and expensive. The Defendants contend their failure to give 60 days' advance notice was excused because of WARN's unforeseen business circumstances exception, and they provided as much notice as practicable under the circumstances. Specifically, Defendants contend that: (1) on September 14, 2023, the IRS issued a moratorium on processing new ERC claims; (2) Defendants did not have any advance notice of the IRS moratorium; (3) the IRS moratorium had a dramatic impact on Defendants' operations, necessitating layoffs; (4) on September 19, 2023, IR Labs sent WARN-compliant notices to the relevant government agencies and all its affected employees, notifying them that their employment would be separated, effective September 20, 2023; and (5) IR Labs continued to pay all affected employees their normal pay for 30 days after their separation, even though it was under no obligation to do so.

Plaintiffs contend that the Defendants cannot rely on the unforeseeable business circumstances defense because the Defendants failed to give as much notice as practicable. Litigating motions for summary judgment and, if necessary, conducting a trial on the applicability of the unforeseeable business circumstances defense would require extensive discovery – both expert and non-expert. The discovery and ensuing motion practice would cause the Parties to endure significant expense. Dispositive motions and a trial would present inherently uncertain results to the Parties.

The Parties likewise agree that litigating the FLSA claims would be protracted and expensive. The Defendants dispute that any uncompensated time was worked. Plaintiffs contend that there were hours worked in addition to those listed on the timesheets, and the

timesheets are inaccurate because Plaintiffs were instructed to list only forty (40) hours per week regardless of the number of hours worked. A trial on this issue would require extensive discovery – both expert and non-expert. Continued litigation would cause the Parties to endure significant expenses, and any dispositive motions and trial would present inherently uncertain results.

Further, SourceTek has closed its operations and is no longer a functional business. SourceTek has asserted that it has practically no funds or assets to satisfy a judgment. The continuing ongoing expenses associated with litigating these claims runs the risk of further depleting the Defendants' assets. The Parties believe that without the settlement, Plaintiffs and the putative class could wait years for any payment on their WARN and FLSA claims and would not be guaranteed any recovery at all, even if Plaintiffs' claims survived motions for summary judgment, trial, and appeals.

In light of these factors, the terms of the Settlement Agreement are fair and reasonable. The Parties, therefore, request that this Court approve of the settlement of FLSA claims brought by Lyons against IR Labs as a collective action, as set forth in the Settlement Agreement. The Parties further request that this Court approve the attached Notice and Claim Form, attached as Exhibit B, and authorize the dissemination of the Notice and Claim Form to the "IR Labs FLSA Settlement Group" as defined in the Settlement Agreement. The Notice summarizes the terms of the Settlement Agreement, informs Members the IR Labs FLSA Settlement Group of their options to submit a Claim Form (or not), explains the impact of submitting a Claim Form, including receiving a share of the Settlement Fund in exchange for a release of claims, and explains the claims process and how to obtain additional information from Class Counsel and the Claims Administrator.

Second, the Parties request that this Court approve the settlement that has been reached between the "SourceTek Settlement Group," as defined in the Settlement Agreement, and IR Labs and SourceTek. This settlement individually resolves the claims of all SourceTek employees who have filed opt-in forms in this litigation.

II. LEGAL STANDARD

As a preliminary matter, WARN Act settlements do not require court approval. Whether court approval for FLSA settlements is required, however, is uncertain. The Eighth Circuit has never opined as to whether 29 U.S.C. § 216 requires judicial approval for all FLSA settlements. *See Barbee v. Big River Steel, LLC*, 927 F.3d 1024, 1027 (8th Cir. 2019). Notwithstanding, the Parties have submitted the Settlement Agreement for approval assuming that judicial approval of the FLSA settlements is required. "Courts within the Eighth Circuit, including the Southern District of Iowa, have assessed FLSA settlements within various contexts and when doing so have considered whether the case involves a bona fide dispute over FLSA provisions and whether the proposed settlement is fair and equitable." *Guy v. DMG Installations, Inc.*, 2021 WL 4973251, at *4 (S.D. Iowa Oct. 22, 2021).

III. ANALYSIS

A. The IR LABS FLSA Settlement Group

The Settlement Agreement provides for the establishment of a Global Settlement Fund that is allocated to three different settlement groups. The first settlement group is defined as the IR Labs FLSA Settlement Group and includes all hourly paid employees of IR Labs that were within the pay data produced before the May 22, 2024 mediation.

i. Notice of Settlement to the IR Labs FLSA Settlement Group.

The FLSA allows named plaintiffs to sue on behalf of themselves "and other employees similarly situated." 29 U.S.C. § 216. Plaintiffs are similarly situated "when they suffer from a single, FLSA-violating policy, and when proof of that policy or of conduct in conformity with that policy proves a violation as to all the plaintiffs." *Bouaphakeo v. Tyson Foods, Inc.*, 765 F.3d 791, 796 (8th Cir. 2014).

Here, Plaintiffs allege that Lyons and the members of the IR Labs FLSA Settlement Group are similarly situated and subject to the same policy adopted by IR Labs. Specifically, Plaintiffs allege that IR Labs adopted a policy whereby it did not factor milestone bonus payments or commission payments into each employee's regular rate calculation under the FLSA. Am. Compl., ECF No. 7, ¶¶ 83-85, 90-91. Plaintiffs contend that courts routinely certify collective actions that challenge the calculation of the putative collective members' regular rate. *See Young v. Energy Drilling Co.*, 534 F.Supp.3d 720, 724-25 (S.D. Tex. 2021) (certifying collective action alleging a "regular rate" miscalculation claim); *White v. Publix Super Markets, Inc.*, 2015 WL 6510395 (M.D. Tenn. Oct. 28, 2015) (certifying collective alleging the employees "regular rate" was miscalculated by failing to include additional payments in the calculation); *Speer v. Cerner Corp.*, 2016 WL 1267809, at *7-8 (W.D. Mo. Mar. 30, 2016) (certifying collective alleging the employees "regular rate" was miscalculated by failing to include "on-call pay and wellness bonuses" into the calculation).

IR Labs disputes whether members of the IR Labs FLSA Settlement Group are similarly situated and subject to a FLSA-violating policy. However, solely for purposes of settlement, IR Labs has agreed to send a Notice and Claim Form to the members of the IR Labs FLSA Settlement Group.

Upon entry of an order approving the Settlement Agreement, the Parties propose that the Notice of Settlement be served on all members of the IR Labs FLSA Settlement Group, and such notice shall comprise notice to the members as is necessary for approval of the Settlement Agreement. The Parties further submit that service of the Notice of Settlement is by first class mail, postage prepaid, to each member at each member's last known address as shown in the Defendants' records. This form of notice dissemination is the best notice practicable under the circumstances because the IR Labs FLSA Settlement Group is objectively defined and readily identifiable.

Here, the proposed Notice of Settlement is accurate, informative, and readable by the average person. The Notice of Settlement is written in simple, plain language and provides key information about the Settlement Agreement so that each member can choose whether or not to submit a Claim Form. The Notice of Settlement informs the Collective Members of their right to receive a share of the Settlement Fund, details the claims process to receive their share, and explains that the members will release their claims and be bound by the Settlement Agreement should they choose to submit a Claim Form. It also explains how to obtain additional information about the Settlement Agreement.

ii. <u>The FLSA claims of the IR Labs FLSA Settlement Group are subject to a bona fide dispute.</u>

IR Labs instituted a milestone bonus program whereby the participating employees would each receive a bonus of a certain amount once certain milestones were obtained. *See* IR Labs Answer, ECF No. 16, ¶ 38. Under this bonus program, IR Labs made two separate payments totaling $35,000.00 to qualifying employees. *Id.* at ¶ 42. Lyons alleged that IR Labs should have apportioned these bonus payments back over the weeks they were earned and paid any additional overtime attributable to these bonus payments. Am. Compl., ECF No. 7, ¶¶ 83,

84, 85. Moreover, IR Labs paid certain employees commissions for closing deals. ECF No. 16, ¶ 86. Lyons alleged that IR Labs did not include these commission payments in the calculation of his regular rate and, thus, did not pay the appropriate amount of overtime. ECF No. 7, ¶¶ 90, 91. Lyons likewise alleges that he is entitled to liquidated damages as a consequence of IR Labs' failure to pay the appropriate amount of overtime compensation. *Id.* at ¶ 184.

IR Labs denies that it owes Lyons or any other members of the IR Labs FLSA Settlement Group any additional overtime. Specifically, IR Labs denies that it was required to apportion the milestone bonus payments back over any workweeks and pay any additional overtime compensation attributable thereto. ECF No. 16, ¶¶ 83, 84, 85. IR Labs likewise denies Lyon's allegations that it owes any additional overtime compensation attributable to the payment of commissions. *Id.* at ¶¶ 90, 91. IR Labs further denies that Plaintiffs or any members of the IR Labs FLSA Settlement Group are entitled to liquidated damages. *Id.* at ¶ 184. IR Labs has asserted numerous affirmative and other defenses. ECF No. 16.

The Parties are both represented by counsel who are experienced in wage-and-hour litigation and collective actions. Further, the Parties have engaged in protracted, arms-length negotiations to resolve the FLSA claims at issue, including a full-day mediation session presided over the Honorable John A. Jarvey which resulted in an agreement in principle to resolve the FLSA claims of the IR Labs FLSA Settlement Group. Consequently, there is a bona fide dispute as to whether the milestone payments and commissions influence the amount of overtime owed and, if so, whether any additional overtime compensation is due as a consequence of these payments. There is, likewise, a bona fide dispute as to whether liquidated damages would be available in the event any unpaid overtime compensation can be proven.

iii. The proposed settlement on behalf of the IR Labs FLSA Settlement Group is fair and reasonable.

Despite the above dispute, the Parties were able to reach a settlement that would establish a Settlement Fund to make funds available to all members of the IR Labs FLSA Settlement Group should they decide to fill out a claim form. The amount allocated to the IR Labs FLSA Settlement Group is provided in the Settlement Agreement and will provide for a meaningful recovery to as many as eighty-one (81) current and former employees of IR Labs. There is a bona fide dispute as to whether the forms of compensation identified by Lyons should have been included in the regular rate calculation and, if so, the amount of overtime compensation that is due as a result. Moreover, there is a bona fide dispute as to whether liquidated damages would be available if the milestone bonus payments and commissions were improperly accounted for when computing the amount of overtime due.

Notwithstanding the above, the Settlement Agreement allots an amount to the IR Labs FLSA Settlement Group that equals approximately 160% of what Plaintiffs' counsel estimates the total potential unpaid overtime compensation owed to be. *Compare Rowe v. Iowa*, No. 4:19-cv-256-SHL-SBJ, 2023 U.S. Dist. LEXIS 195078, at *5 (S.D. Iowa Aug. 21, 2023) ("The settlement agreement comes close to paying the opt-in class members one hundred percent of their allegedly unpaid overtime wages. The Court has little difficulty concluding that this is 'fair and equitable' and 'not a mere waiver of statutory rights by employees or overreaching by employers.'")

The Settlement Agreement was carefully negotiated based on a review and analysis of documents and data produced by IR Labs in preparation for mediation. *See* Exhibit C, Simpson Decl. ¶¶ 8-11. The Parties reached the agreement at mediation with the assistance of Hon. John Jarvey, former Chief Judge of the United States District Court for the Southern District of Iowa.

Id. ¶¶ 12-13. Settlement of these claims at this stage in the proceeding will allow the Parties to avoid the expense of lengthy litigation and alleviate Plaintiff's risk of being unsuccessful on the merits. *Id*. ¶ 13. Settlement of the claims at this stage also removes any risk of failing to collect a favorable judgment due to the Defendants' financial circumstances. The Parties agree that allocation of the Settlement Fund among members of the IR Labs FLSA Settlement Group based on the number of weeks worked during the relevant time period is a fair and equitable manner of apportioning the settlement fund considering the facts of the case and the Parties' respective analysis of damages.

Consequently, the proposed settlement of the IR Labs FLSA Settlement Group's claims is fair and reasonable.

B. The SourceTek Settlement Group

The Settlement Agreement allocates funding to a another settlement group defined as the SourceTek Settlement Group. The SourceTek Settlement Group includes all individuals listed in Exhibit C to the Settlement Agreement – including all individuals who have filed opt-in forms to join this litigation. As will be discussed below, the claims of the SourceTek Settlement Group are subject to a bona fide dispute, and the settlement is fair and reasonable.

i. <u>The FLSA claims of the SourceTek Settlement Group are subject to a bona fide dispute.</u>

In the Complaint, Taveras alleged that he is a former employee of SourceTek who worked as an account executive for IR Labs. ECF No. 7, ¶ 2. Taveras alleged that he underwent training in which he was told that he would not be paid for any hours worked in excess of forty (40) per week, and he should not list more than forty (40) hours on his time sheets. *Id.* at ¶¶ 97-99. As a result, Taveras alleged there were many weeks in which he was not paid overtime compensation

for the hours he worked in excess of forty. *Id.* at ¶ 100. Taveras also alleged that IR Labs should be held liable along with SourceTek for any overtime violations because IR Labs is a "joint employer" with SourceTek. *Id.* at ¶¶ 121-141. More than twenty (20) individuals employed by SourceTek have filed opt-in forms claiming there were weeks in which they worked more than forty (40) hours but were not paid any overtime compensation. ECF No. 31.

Both IR Labs and SourceTek deny that Taveras or any other member of the SourceTek Settlement Group was instructed not to list more than forty (40) hours on their time sheets. *See* ECF No. 17, ¶¶ 97-99; ECF No. 21, ¶¶ 97-99. Likewise, both IR Labs and SourceTek deny that Taveras or any other members of the SourceTek Settlement Group worked overtime hours for which they were not compensated. *See* ECF No. 17, ¶ 100; ECF No. 21, ¶ 100. Defendants have also produced some timekeeping and pay records related to SourceTek employees, which Defendants contend undercut Plaintiffs' allegations regarding timekeeping practices and unpaid overtime. IR Labs, in addition, denies that it has any liability under the FLSA for these employees because it disputes whether it can be considered a "joint employer" with SourceTek. ECF No. 17, ¶¶ 121-141.

The Parties are both represented by experience counsel who have engaged in arms-length negotiations to resolve the FLSA claims at issue, which initially failed at mediation but were eventually successful after months of hard-nosed negotiating. Consequently, there is a bona fide dispute as to whether Taveras, or any other member of the SourceTek Settlement Group, worked any overtime hours for which they were not compensated for. Likewise, there is a bona fide dispute as to whether IR Labs can be held jointly liable for any unpaid overtime owed to the SourceTek Settlement Group.

ii. The proposed settlement on behalf of the SourceTek Settlement Group is fair and reasonable.

Despite the above dispute, the Parties were able to reach a settlement that would establish a settlement fund to make funds available to all members of the SourceTek Settlement Group. The amount allocated to the SourceTek Settlement Group is provided in the Settlement Agreement and will provide for a meaningful recovery to all 29 claimants. There is a bona fide dispute as to whether the members of the SourceTek Settlement Group worked any overtime hours for which they were not compensated. Moreover, there is a bona fide dispute as to whether IR Labs can be held jointly liable with SourceTek for any FLSA violations.

Notwithstanding the above, the Settlement Agreement allots an amount to the SourceTek Settlement Group that is roughly equal to the amount of unpaid overtime compensation that the members of the SourceTek Settlement Group claim is owed, based on Plaintiffs' counsel's analysis of potential damages. All members of the SourceTek Settlement Group have individually retained Plaintiffs' counsel and agreed to the amount offered by the Defendants to resolve these claims. [Declaration of Simpson].

The Settlement Agreement was carefully negotiated based on a review and analysis of documents and data produced by SourceTek and IR Labs prior to and following mediation. *See* Exhibit C, Simpson Decl. ¶¶ 14-17. Plaintiffs' counsel interviewed all members of the SourceTek Settlement Group to assess the potential amount of unpaid overtime hours that exist. *Id.* ¶ 18. Settlement of these claims at this stage in the proceeding will allow the Parties to avoid the expense of lengthy litigation and alleviate Plaintiff's risk of being unsuccessful on the merits. *Id.* ¶¶ 19-20. Settlement also removes any risk of Plaintiffs failing to collect a judgment due to the Defendants' financial circumstances (which is especially relevant here given that SourceTek is no longer operational and claims to have inadequate funds and assets to satisfy a judgment).

The allocation of the Settlement Fund in equal portions among members of the SourceTek Settlement Group is fair and equitable considering the facts of the case, the Parties' respective analysis of damages, and that each member of the Sourcetek Settlement Group has approved this allocation.

Consequently, the proposed settlement of the SourceTek Settlement Group's claims is fair and reasonable.

C. Plaintiffs' Counsel's attorney fees and costs were negotiated separately after the Parties reached an agreement on the FLSA claims.

After the Parties were able to reach an agreement resolving all the claims of the IR Labs FLSA Settlement Group, IR Labs WARN Settlement Group, and SourceTek Settlement Group, they began negotiating the amount of fees and costs Plaintiff's Counsel is entitled to. After a series of continued negotiations, the Parties reached an agreement that is memorialized in a separate agreement.

In *Barbee v. Big River Steel, LLC*, the Eighth Circuit explained that "any authority for judicial approval of FLSA settlements in 29 U.S.C. § 216 does not extend to review of settled attorney fees," at least where, as here, "the parties negotiate[d] the reasonable fee amount separately and without regard to the plaintiff's FLSA claim." 927 F.3d at 1027; *see also Rowe v. Iowa,* No. 4:19-cv-00256-SHL-SBJ, 2023 U.S. Dist. LEXIS 195078, at *6-7 (S.D. Iowa Aug. 21, 2023) ("Finally, the Court need not review 'settled attorney fees' agreed to in connection with a settlement of FLSA claims," but does "retain the authority to ensure the attorney fees were in fact negotiated separately and without regard to the plaintiff's FLSA claim, and there was no conflict of interest between the attorney and his or her client.") (citing *Barbee,* 927 F.3d at 1027 & n.1; *Vines v. Welspun Pipes Inc.,* 9 F.4th 849, 853 (8th Cir. 2021)).

Here, the Parties negotiated Plaintiff's Counsel's fees and costs separately and only after an agreement was reached to resolve the underlying claims. Exhibit C, Simpson Decl. ¶ 21. The resolution of the claim for attorneys' fees and costs had no bearing on settlement of the underlying claims, and there is no conflict of interest between Plaintiffs and their counsel. *Id.* ¶¶ 21-22. Consistent with applicable law, the Parties have not submitted the attorney fee and costs settlement to the Court for approval. However, the Parties will submit the supplemental agreement concerning Plaintiffs' Counsel's fees and costs to the Court upon request.

D. The Court Should Temporarily Stay this Action Until All Claims Are Dismissed With Prejudice.

In *Guy*, this Court approved a FLSA collective action settlement, but determined it would be premature to dismiss the FLSA claims with prejudice until after the notice and claims process had been completed. *See Guy,* 2021 U.S. Dist. LEXIS 208689, at *19. Instead, the Court retained jurisdiction to enforce the settlement agreement, stayed the case, and directed the parties to file a joint status report and a request for dismissal with prejudice at an appropriate time. *Id.* at *19-20.

Here, the Parties are agreeable to a similar process, in which this case is stayed until all the claims are dismissed with prejudice. The Parties will plan to submit a joint status report upon completion of the settlement along with a request for dismissal of all claims with prejudice.

IV. CONCLUSION

For the reasons stated herein, the Parties respectfully request that this Court approve the Settlement Agreement, certify the collective action for settlement purposes, appoint a collective action representative, appoint class counsel, direct notice to be sent to the collective action members, and temporarily stay this case until the settlement is fully administered and all released claims are dismissed with prejudice.

By: */s/ William "Jack" Simpson*

William "Jack" Simpson
SIMPSON, PLLC
100 South Main Street
Booneville, MS 38829-0382
Email:jack@simpson-pllc.com

Timm W. Reid
REID LAW FIRM, P.L.L.C.
100 Court Avenue
Suite 315
Des Moines, Iowa 50309
Email: timm@treidlawfirm.com

ATTORNEYS FOR PLAINTIFF

/s/ William Gignilliat
William Robert Gignilliat, IV (Pro Hac Vice)
JACKSON LEWIS P.C.
15 SOUTH MAIN STREET, SUITE 700
GREENVILLE, SC 29601
Telephone: 864-232-7000
Fax: 864-235-1381
Email: robert.gignilliat@jacksonlewis.com

Sarah J. Millsap, AT0007538
Ann L. Zebrowski, AT0012033
JACKSON LEWIS P.C.
10050 Regency Circle, Suite 400
Omaha, Nebraska 68114
Telephone: 402-391-1991
Facsimile: 402-391-7363
Email: Sarah.Millsap@jacksonlewis.com
Email: Ann.Zebrowski@jacksonlewis.com

Randall D. Armentrout
Matthew A. McGuire
NYEMASTER GOODE PC

700 WALNUT STREET, SUITE 1300
DES MOINES, IA 50309-3899
Telephone: 515-283-3100
Fax: 515-283-8045
Email: mmcguire@nyemaster.com
Email: rdarmentrout@nyemaster.com

ATTORNEYS FOR IR LABS

/s/ Angel West
Angel Anna West
Bryony Joy Whitaker
MAYNARD NEXSEN, P.C.
801 GRAND AVENUE
SUITE 100
DES MOINES, IA 50309
Telephone: 515-686-8223
Fax: 205-254-1999
Email: awest@maynardnexsen.com
Email: bwhitaker@maynardnexsen.com

ATTORNEYS FOR SOURCETEK

CERTIFICATE OF SERVICE

I hereby certify that on February 14 2025, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System which sent notification of such filing to all the Parties.

/s/ William "Jack" Simpson