

Arby Aiwazian (SBN 269827)  
Joanna Ghosh (SBN 272479)  
Vartan Madoyan (SBN 279015)  
**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Tel: (818) 265-1020 / Fax: (818) 265-1021

*Attorneys for Plaintiff and the Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE**

JESSE JOERGER, individually, and on behalf  
of other members of the general public  
similarly situated and on behalf of other  
aggrieved employees pursuant to the California  
Private Attorneys General Act;

Plaintiff,

vs.

IES RESIDENTIAL, INC., a Delaware  
corporation; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: CVRI2205490

Honorable Harold W. Hopp  
Department 1

**CLASS ACTION**

**[PROPOSED] FINAL APPROVAL  
ORDER AND JUDGMENT**

Date: April 3, 2024  
Time: 8:30 a.m.  
Department: 1

Complaint Filed: December 16, 2022  
FAC Filed: October 9, 2023  
Trial Date: None Set

1 This matter has come before the Honorable Harold W. Hopp in Department 1 of the  
2 above-entitled Court, located at 4050 Main Street, Riverside, California 92501, on Plaintiff Jesse  
3 Joerger's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement,  
4 Attorneys' Fees and Costs, and Class Representative Enhancement Payment ("Motion for Final  
5 Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Ogletree, Deakins,  
6 Nash, Smoak & Stewart, P.C. appeared on behalf of IES Residential, Inc. ("Defendant").

7 On November 9, 2023, the Court entered the Order Granting Preliminary Approval of  
8 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the  
9 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of  
10 Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement  
11 Agreement"), which is attached as "**EXHIBIT 1**" to the Declaration of Vartan Madoyan in  
12 Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement,  
13 filed on October 2, 2023, which, together with the exhibits annexed thereto, set forth the terms  
14 and conditions for settlement of the Action.

15 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. All terms used herein shall have the same meaning as defined in the Settlement  
19 Agreement and the Preliminary Approval Order.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil  
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with  
24 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional  
25 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.  
26 The Class is hereby defined to include:

27 ///

28 ///

1 All current and former hourly-paid or non-exempt employees who were  
2 employed by Defendant within the State of California at any time during the  
3 period of October 6, 2018 to November 9, 2023 (“Class” or “Class  
4 Members”).

5 4. The Notice of Class Action Settlement (“Class Notice”), Exclusion Form  
6 (“Exclusion Form”), and Objection Form (“Objection Form”) (collectively, the “Notice Packet”),  
7 that was provided to the Class Members, fully and accurately informed the Class Members of all  
8 material elements of the Settlement and of their opportunity to participate in, object to or  
9 comment thereon, or to seek exclusion from, the Class Settlement; was the best notice  
10 practicable under the circumstances; was valid, due, and sufficient notice to all Class Members;  
11 and complied fully with the laws of the State of California, the United States Constitution, due  
12 process and other applicable law. The Notice Packet fairly and adequately described the  
13 Settlement and provided the Class Members with adequate instructions and a variety of means to  
14 obtain additional information.

15 5. Pursuant to California law, the Court hereby grants final approval of the  
16 Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a  
17 whole. More specifically, the Court finds that the Settlement was reached following meaningful  
18 discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the  
19 Settlement is the result of serious, informed, adversarial, and arms-length negotiations between  
20 the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable.  
21 In so finding, the Court has considered all of the evidence presented, including evidence  
22 regarding the strength of Plaintiff’s claims; the risk, expense, and complexity of the claims  
23 presented; the likely duration of further litigation; the amount offered in the Settlement; the  
24 extent of investigation and discovery completed; and the experience and views of Class Counsel.  
25 The Court has further considered the absence of objections to the Class Settlement and the small  
26 percentage of Requests for Exclusion from the Class Settlement submitted by Class Members.  
27 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the  
28 Settlement Agreement and the following terms and conditions.

///

1           6.       A full opportunity has been afforded to the Class Members to participate in the  
2 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
3 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
4 the Class Settlement. The following Class Members submitted timely and valid Requests for  
5 Exclusion, thereby opting out of the Class Settlement: Raul Farias Onofre, Alan Zamora, Rene  
6 D. Martinez, Francisco Dimas Martinez, Nestor Rodriguez, Luis Enrique Rodriguez Torres, and  
7 Fidel Torres Tapia. Accordingly, the Court determines that all Class Members who did not  
8 submit a timely and valid Request for Exclusion (“Settlement Class Members”) are bound by the  
9 Class Settlement and this Final Approval Order and Judgment, and Plaintiff and the State of  
10 California with respect to all current and former non-exempt employees who were employed  
11 by Defendant within the State of California at any time during the period from October 11,  
12 2021 through November 9, 2023 (“PAGA Aggrieved Employees”) are bound by the PAGA  
13 Settlement and this Final Approval Order and Judgment.

14           7.       The Court finds that payment of Settlement Administration Costs in the amount of  
15 \$6,000.00 is appropriate for the services performed and costs incurred and to be incurred for the  
16 notice and settlement administration process. It is hereby ordered that the Settlement  
17 Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in  
18 the amount of \$6,000.00, in accordance with the terms and methodology set forth in Settlement  
19 Agreement.

20           8.       The Court finds that the Class Representative Enhancement Payment sought is  
21 fair and reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby  
22 ordered that the Settlement Administrator issue payment in the amount of \$9,000.00 to Plaintiff  
23 Jesse Joerger for his Class Representative Enhancement Payment, according to the terms and  
24 methodology set forth in the Settlement Agreement.

25           9.       The Court finds that the allocation of \$75,000.00 toward penalties under the  
26 California Private Attorneys General Act of 2004 (“PAGA Amount”), is fair, reasonable, and  
27 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA  
28 Amount as follows: the amount of \$56,250.00 to the California Labor and Workforce

1 Development Agency (“LWDA Payment”), and the amount of \$18,750.00 to be distributed on a  
2 *pro rata* basis to PAGA Aggrieved Employees (“PAGA Aggrieved Employee Amount”),  
3 according to the terms and methodology set forth in the Settlement Agreement.

4 10. The Court finds that the request for attorneys’ fees in the amount of \$198,325.07  
5 to Class Counsel falls within the range of reasonableness, and the results achieved justify the  
6 award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and  
7 appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator  
8 issue payment in the amount of \$198,325.07 to Class Counsel for attorneys’ fees, in accordance  
9 with the terms and methodology set forth in the Settlement Agreement.

10 11. The Court finds that reimbursement of litigation costs and expenses in the amount  
11 of \$15,000 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the  
12 Settlement Administrator issue payment in the amount of \$15,000.00 to Class Counsel for  
13 reimbursement of litigation costs and expenses, in accordance with the terms and methodology  
14 set forth in the Settlement Agreement.

15 12. The Court hereby enters Judgment by which (i) Settlement Class Members shall  
16 be conclusively determined to have given a release of any and all Released Class Claims against  
17 the Released Parties, as set forth in the Settlement Agreement and Class Notice, (ii) Plaintiff and  
18 the State of California with respect to the PAGA Aggrieved Employees shall be conclusively  
19 determined to have given a release of any and all Released PAGA Claims against the Released  
20 Parties, as set forth in the Settlement Agreement and Class Notice, and (iii) Plaintiff shall be  
21 conclusively determined to have given a general release of all claims, known and unknown,  
22 against the Released Parties, as set forth in the Settlement Agreement. This Judgment shall have  
23 *res judicata* effect.

24 13. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount  
25 plus an amount sufficient for Employer Taxes into an account established by the Settlement  
26 Administrator within thirty (30) calendar days after the Effective Date, in accordance with the  
27 terms and methodology set forth in the Settlement Agreement.  
28

1           14.     It is hereby ordered that the Settlement Administrator shall distribute Individual  
2 Settlement Payments to the Settlement Class Members and Individual PAGA Payments to  
3 PAGA Aggrieved Employees within seven (7) calendar days after Defendant funds the Gross  
4 Settlement Amount, according to the methodology and terms set forth in the Settlement  
5 Agreement. It is hereby ordered that any envelope transmitting a Settlement check to a Class  
6 Member and/or PAGA Aggrieved Employee shall bear the notation, “YOUR SETTLEMENT  
7 CHECK IS ENCLOSED.”

8           15.     It is hereby ordered that if (i) any of the Settlement Class Members or PAGA  
9 Employees are current employees of the Defendant, (ii) the distribution mailed to those  
10 employees is returned to the Settlement Administrator as being undeliverable, and (iii) the  
11 Settlement Administrator is unable to locate a valid mailing address, the Settlement  
12 Administrator shall arrange with the Defendant to undertake their best efforts to have those  
13 distributions delivered to the employees at their place of employment.

14           16.     Individual Settlement Payment and Individual PAGA Payment checks will be  
15 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks  
16 are issued, and thereafter, shall be canceled. All funds remaining in the qualified settlement  
17 account established by the Settlement Administrator, in connection with canceled checks, shall  
18 be distributed to the Controller of the State of California to be held pursuant to the Unclaimed  
19 Property Law, California Civil Code § 1500 *et seq.*, for the benefit of those Settlement Class  
20 Members and PAGA Aggrieved Employees who did not cash, deposit, or otherwise negotiate  
21 their checks, until such time that they claim their property. It is hereby ordered that the  
22 Settlement Administrator shall mail a reminder postcard to any Settlement Class Member or  
23 PAGA Aggrieved Employee whose Settlement check has not been negotiated within ninety (90)  
24 calendar days after the date of the initial mailing of the check.

25           17.     After entry of this Final Approval Order and Judgment, pursuant to California  
26 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,  
27 implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment,  
28 to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise

1 and adjudicate any dispute arising from or in connection with the distribution of settlement  
2 benefits.

3 18. Notice of entry of this Final Approval Order and Judgment shall be given to the  
4 Class Members by posting a copy of the Final Approval Order and Judgment on the Settlement  
5 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of  
6 this Final Approval Order and Judgment. Individualized notice is not required.

7 19. A Final Report (Non Appearance) Hearing is set for \_\_\_\_\_  
8 at \_\_\_\_\_ a.m./p.m. in Department 1 of the Riverside County Superior Court, located at  
9 4050 Main Street, Riverside, California 92501. The deadline for Class Counsel to file a  
10 declaration from the Settlement Administrator concerning the total amount that was actually paid  
11 to the Settlement Class Members and PAGA Employees is set for five (5) court days prior to the  
12 Final Report (Non Appearance) Hearing. The declaration shall describe the date the checks were  
13 mailed, the total number of checks mailed to Settlement Class Members and PAGA Employees,  
14 the average amount of those checks, the number of checks that remain uncashed, the total value  
15 of those uncashed checks, the average amount of the uncashed checks, and the nature and date of  
16 the disposition of those unclaimed funds.

17 20. The Agreement and this Settlement are not an admission by Defendant, nor is this  
18 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of  
19 any wrongdoing by Defendant, or that this Action is appropriate for class treatment (other than  
20 for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor  
21 any document referred to herein, nor any action taken to carry out the Agreement, may be  
22 construed as, or may be used as, an admission by or against Defendant of any fault, wrongdoing,  
23 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations  
24 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence  
25 of, an admission or concession with regard to the denials or defenses by Defendant.  
26 Notwithstanding these restrictions, Defendant may file this Final Approval Order and Judgment,  
27 the Settlement Agreement, or any other papers and records on file in the Action, in any  
28 proceeding, as evidence of the Settlement to support a defense of *res judicata*, collateral

estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims, Released PAGA Claims, and/or Plaintiff's released claims.

Dated: \_\_\_\_\_

\_\_\_\_\_  
HONORABLE HAROLD W. HOPP  
JUDGE OF THE SUPERIOR COURT