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**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;

Plaintiff,

vs.

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

Defendants.

Case No.: CVRI2205490

Honorable Harold Hopp
Department 1

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 24, 2023

Time: 8:30 a.m.

Department: 1

Complaint Filed: December 16, 2022

Trial Date: None Set

1 This matter has come before the Honorable Harold Hopp in Department 1 of the Superior
2 Court of the State of California, for the County of Riverside, on October 24, 2023 at 8:30 a.m. for
3 Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers *for* Justice, PC
4 appeared as counsel for Plaintiff Jesse Joerger ("Plaintiff"), individually and on behalf of all others
5 similarly situated and on behalf of the State of California with respect to PAGA Aggrieved
6 Employees, and Ogletree, Deakins, Nash, Smoak & Stewart, P.C. appeared as counsel for
7 Defendant IES Residential, Inc. ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 **"EXHIBIT 1"** to the Declaration of Vartan Madoyan in Support of Plaintiff's Motion for
15 Preliminary Approval of Class Action Settlement. This is based on the Court's determination that
16 the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been conducted
22 such that counsel for the parties at this time are able to reasonably evaluate their respective positions.
23 It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs
24 by all parties, as well as avoid the delay and risks that would be presented by the further prosecution
25 of the cases. It further appears that the Settlement has been reached as the result of intensive, serious
26 and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Class Representative Enhancement Payment, PAGA Amount,
3 Settlement Administration Costs, and payments to the Settlement Class Members and PAGA
4 Aggrieved Employees provided thereby, appear to be within the range of reasonableness of a
5 settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed
6 the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the
7 monetary settlement awards made available to the Class Members and Aggrieved Employees are
8 fair, adequate, and reasonable when balanced against the probable outcome of further litigation
9 relating to certification, liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Settlement
11 Class meets the requirements for certification under section 382 of the California Code of Civil
12 Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the
13 Class is impracticable; (b) common questions of law and fact predominate, and there is a well-
14 defined community of interest amongst the members of the Class with respect to the subject matter
15 of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d)
16 Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action
17 is superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel are qualified to act as counsel for Plaintiff in her individual capacity and as the
19 representative of the Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
21 follows:

22 All current and former hourly-paid or non-exempt employees who were employed
by Defendant within the State of California at any time during the Class Period.

23 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Vartan
24 Madoyan of Lawyers *for* Justice, PC as counsel for the Class (together, "Class Counsel").

25 8. The Court provisionally appoints Plaintiff Jesse Joerger as the representative of the
26 Class ("Class Representative").

27 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") to
28 handle the administration of the Settlement ("Settlement Administrator"). Phoenix's services

1 include translating the Class Notice in Spanish, printing, distributing, and tracking Class Notices,
2 and other documents for this Settlement, calculating and distributing payments due under the
3 Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filing, withholdings,
4 and remittances, providing necessary reports and declarations, and other duties and responsibilities
5 set forth to process this Settlement, and as requested by the Parties.

6 10. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will
7 provide the Settlement Administrator with the following information about each Class Member: last-
8 known full name, mailing address, telephone number, Social Security Number, dates employed as a
9 non-exempt employee of Defendant in California during the Class Period, and such other
10 information as is necessary for the Settlement Administrator to calculate Workweeks (collectively,
11 “Class List”) in conformity with the Settlement Agreement.

12 11. The Court approves, both as to form and content, the Notice of Class Action
13 Settlement (“Class Notice”), Objection Form, and Exclusion Form, attached hereto as **“EXHIBIT**
14 **A,” “EXHIBIT B,” “EXHIBIT C,”** respectively (together, “Notice Packet”). The Notice Packet
15 shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court
16 finds that the Class Notice appears to fully and accurately inform the Class Members of all material
17 elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by
18 submitting an opt out request, of Class Members’ right to dispute the Workweeks credited to each
19 of them, and of each Settlement Class Member’s right and opportunity to object to the Class
20 Settlement by mailing an objection to the Settlement Administrator. The Court further finds that
21 distribution of the Notice Packet substantially in the manner and form set forth in the Settlement
22 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
23 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
24 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Notice
25 Packet by First-Class U.S. mail to all Class Members within fourteen (14) calendar days of receipt
26 of the Class List, pursuant to the terms set forth in the Settlement Agreement.

27 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
28 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may

1 choose to be excluded from the Class Settlement by submitting a written letter or Exclusion Form
2 in conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
3 postmarked no later than the date which is sixty (60) calendar days from the initial mailing of the
4 Notice Packet to Class Members (“Response Deadline”), or, in the case of a re-mailed Notice Packet,
5 the Response Deadline shall be extended by fifteen (15) calendar days from the original deadline.
6 Any such person who timely and validly chooses to opt out of, and be excluded from, the Class
7 Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by
8 the Settlement or have any right to object, appeal, or comment thereon. All PAGA Aggrieved
9 Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA
10 Payment regardless of their decision to participate in the Class Settlement. Class Members who do
11 not submit a timely and valid Request for Exclusion from the Class Settlement (i.e., Settlement Class
12 Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

13 13. A Final Approval Hearing shall be held before this Court on
14 _____ at _____ a.m./p.m. in
15 Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside,
16 California 92501, to determine all necessary matters concerning the Settlement, including: whether
17 the proposed settlement of the action on the terms and conditions provided for in the Settlement is
18 fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
19 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the
20 Settlement should be approved as fair, adequate, and reasonable to the Class Members and
21 Aggrieved Employees; and determine whether to finally approve the requests for the Attorneys’
22 Fees and Costs, Class Representative Enhancement Payment, PAGA Amount, and Settlement
23 Administration Costs.

24 14. Class Counsel shall file a motion for final approval of the Settlement and for
25 Attorneys’ Fees and Costs, Class Representative Enhancement Payment, PAGA Amount, and
26 Settlement Administration Costs, along with the appropriate declarations and supporting evidence,
27 including the Settlement Administrator’s declaration that, among other things, authenticates each
28 Objection Form and Exclusion Form received, by

_____, to be heard at the Final Approval Hearing.

15. To object to the Class Settlement, a Settlement Class Member must either mail their objection to the Settlement Administrator within a written objection or completed Objection Form on or before the Response Deadline, or directly present his or her objection orally to the Court at the Final Approval Hearing. The Objection or Objection Form must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection.

16. Neither the Settlement, nor any exhibit, document, or exhibit delivered thereunder, is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or that the claims asserted have any merit or that this action were properly brought as a class or representative action, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this action, including all available defenses and affirmative defenses, and arguments that any claim in the action could not be certified as a class action and/or managed as a representative action. In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Jesse Joerger v. IES Residential, Inc.
Superior Court of California for the County of Riverside, Case No. CVRI2205490

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Jesse Joerger (“Plaintiff”) and Defendant IES Residential, Inc. (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”), in the case entitled *Jesse Joerger v. IES Residential, Inc.*, Riverside County Superior Court, Case No. CVRI2205490 (the “Action”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (the “Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“**Class**” means all current and former hourly-paid or non-exempt employees who were employed by Defendant within the State of California at any time during the period Class Period.

“**Class Member**” means a member of the Class.

“**Class Period**” means the time period from October 6, 2018 through [date of Preliminary Approval].

“**Class Settlement**” means the settlement and resolution of all Released Class Claims (described in Section III.D below).

“**PAGA Aggrieved Employees**” means all current and former hourly-paid or non-exempt employees who were employed by Defendant within the State of California at any time during the PAGA Period.

“**PAGA Period**” means the time period from October 11, 2021 through [date of Preliminary Approval].

“**PAGA Settlement**” means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE LAWSUIT

On December 16, 2022, Plaintiff commenced a class action lawsuit by filing the Class Action Complaint for Damages in the Action. On June 27, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated (“PAGA Notice”) in connection with the Private Attorneys General Act (“PAGA”), Labor Code Section 2698-2699.8. PAGA authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for California Labor Code violations.

On [filing date of amended complaint], Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act (“Operative Complaint”). Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and related premium wages, timely pay wages during employment and pay related waiting-time penalties, timely pay wages during employment, provide compliant wage statements, maintain required payroll records, reimburse necessary business expenses, and comply with unfair competition laws under California Business & Professions Code, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid minimum and overtime wages, unpaid wages and meal and rest

period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action and denies that it violated any relevant law with respect to the Class.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement," "Settlement," or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Jesse Joerger as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Arby Aiwarzian
Joanna Ghosh
Vartan S. Madoyan
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Aggrieved Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members and PAGA Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes may be appropriate under California law. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total Gross Settlement Amount is Five Hundred Forty-Seven Thousand Dollars (\$547,000) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed 35% of the Gross Settlement Amount (i.e., \$191,450) and reimbursement of litigation costs and expenses in an amount not to exceed Fifteen Thousand Dollars (\$15,000) (collectively, "Attorneys' Fees and Costs") to Class Counsel; (2) Enhancement Award in an amount not to exceed Nine Thousand Dollars (\$9,000) to Plaintiff for his services in the Action; (3) the amount of Seventy-Five Thousand Dollars (\$75,000) allocated toward civil penalties under PAGA ("PAGA Amount"); and (4) Settlement Administration Costs in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) to the Settlement Administrator. By law, the PAGA Amount will be distributed 75% to the LWDA (i.e., \$56,250) ("LWDA Payment") and the remaining 25% (i.e., \$18,750) will be distributed to PAGA Aggrieved Employees ("PAGA Aggrieved Employee Amount").

Class Members are eligible to receive payment under the Class Settlement of their proportional share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member was employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period ("Workweeks"), divided by the total

number of weeks that all Class Members collectively were employed during the Class Period.

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to calculate the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to calculate his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below).

The estimated average Individual Settlement Share is approximately: \$[estimated average Individual Settlement Share]
The estimated highest Individual Settlement Share is approximately: \$[estimated average Individual Settlement Share]
The estimated lowest Individual Settlement Share is approximately: \$[estimated average Individual Settlement Share]

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) interest, penalties, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is referred to as “Individual Settlement Payment”). Conversely, the employer’s share of taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) shall be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their proportional share of the PAGA Aggrieved Employee Amount (“Individual PAGA Payment”) based on the number of weeks each PAGA Aggrieved Employee was employed by Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period, (“PAGA Workweeks”), divided by the total number of weeks that all PAGA Aggrieved Employees collectively were employed during the PAGA Period.

The Settlement Administrator has divided the PAGA Aggrieved Employee Amount, i.e., 25% of the PAGA Amount, by the total number of Workweeks of all PAGA Aggrieved Employees during the PAGA Period to calculate the “PAGA Workweek Value,” and multiplied each PAGA Aggrieved Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to calculate his or her Individual PAGA Payment (which is listed in Section III.C below).

The estimated average Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]
The estimated highest Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]
The estimated lowest Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records,

- **During the Class Period, you are credited as having [] Workweeks.**
- **During the PAGA Period, you are credited as having [] Workweeks.**

If you wish to dispute the above Workweeks credited to you, you must submit a written letter (“Workweeks Dispute”), which must: (a) contain the case name and number of the Action (*Jesse Joerger v. IES Residential, Inc.*, Case No. CVRI2205490); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number which should be credited to you; (d) attach any documentation that you may have to support the dispute;

and (e) be submitted by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before [Response Deadline].

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [redacted].

The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [redacted].

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims whether known or unknown.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and the State of California will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims whether known or unknown. Plaintiff does not release any PAGA Aggrieved Employee's claim for wages or damages. However, PAGA Aggrieved Employees who are also Settlement Class Members will also be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims whether known or unknown.

"Released Class Claims" means all claims, causes of action, and theories of relief that were alleged in the Operative Complaint or that reasonably could have been alleged based on the facts contained in the Operative Complaint, and all damages, penalties, interest, and other amounts recoverable for said claims, causes of action, and legal theories, arising during the Class Period, including all of the following: failure to pay all regular wages, minimum wages, and overtime wages due; failure to properly calculate the regular rate of pay for payment of overtime wages; failure to provide proper meal periods and properly provide meal period premium pay; failure to provide proper rest periods and properly provide rest period premium pay; failure to pay all wages timely during employment; failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to keep required payroll records; failure to reimburse business expenses; and unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above, or any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint.

"Released PAGA Claims" means all claims for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Section 2698-2699.8, which arose during the PAGA Period and could have been sought by the California Labor Commissioner premised on the violations of law identified in Plaintiff's June 27, 2023 letter to the LWDA, the enclosures to such June 27, 2023 letter, and any supplemental correspondence to the LWDA, and only to the extent they are alleged in the Operative Complaint.

"Released Parties" means Defendant and its current and former officers, directors, employees, and agents.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$191,450) and reimbursement of litigation costs and expenses in an amount not to exceed Fifteen Thousand Dollars (\$15,000) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on

behalf of Plaintiff, Class Members, and PAGA Aggrieved Employees on a contingency fee basis (i.e., without being paid any money to date) and has been paying all litigation costs and expenses to date.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of up to Nine Thousand Dollars (\$9,000) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Five Hundred Dollars (\$7,500) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement. The Settlement Administration Costs shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based on the Class Settlement, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based on the PAGA Settlement, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Aggrieved Employees will not be separately responsible for payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel in which event they are responsible for their own fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a written letter indicating a request to be excluded from the Class Settlement, as described below, or by completing and submitting the enclosed Exclusion Form (both of which are referred to as a “Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Jesse Joerger v. IES Residential, Inc.*, Case No. CVRI2205490); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a clear written statement indicating that you seek exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address below, postmarked on or before **[Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement or the release of Released Class Claims described in Section III.D above, and will not have any right to object to, appeal, or comment on the

Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court. PAGA Aggrieved Employees will be bound to the PAGA Settlement and the release of Released PAGA Claims described in Section III.D above, and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. PAGA Aggrieved Employees may not submit a Request for Exclusion as to the PAGA Settlement.

C. Object to the Class Settlement

Class Members may object to the Class Settlement as long as they have not submitted a Request for Exclusion (i.e., as long as they are Settlement Class Members), by submitting a written objection to the Settlement Administrator, as described below, or by completing and submitting the enclosed Objection Form (both of which are referred to as an “Objection”) to the Settlement Administrator, or by presenting their objection orally at the Final Approval Hearing.

An Objection must: (a) contain the case name and number of the Action (*Jesse Joerger v. IES Residential, Inc.*, Case No. CVRI2205490); (b) contain the your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents, if any, upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in section IV.B. above, postmarked on or before **[Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will be asked to approve the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Personal appearances and telephonic appearances are an option.

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities:

<https://www.riverside.courts.ca.gov/PublicNotices/COVID-19-Court-Operations.php>

On the Court’s website, you can find information regarding appearing remotely via Zoom online (for the Final Approval Hearing that is scheduled to be held in Department 1 of the Historic Courthouse of the Riverside County Superior Court):

<https://www.riverside.courts.ca.gov/PublicNotices/remote-appearances.php>.

VI. ADDITIONAL INFORMATION

The above summarizes the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should review the detailed Joint Stipulation of Class Action and PAGA Settlement and Release, which is attached as Exhibit **[#]** to the Declaration of Joanna Ghosh in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement filed on **[MPA filing date]** and other papers which are on file with the Records Management Division of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501. Some documents and information regarding the Action can also be accessed online for a fee or at a minimal charge at the Riverside County Superior Court’s website (<https://epublic-access.riverside.courts.ca.gov/public-portal/>). To look up and access documents and information on the Court’s systems, you will need to use the case number for the Action (Case No. CVRI2205490).

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**

EXHIBIT B

Superior Court of California, County of Riverside, Case No. CVRI2205490

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

[Phoenix Settlement Administrators]
[INSERT MAILING ADDRESS]

[illegible]

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____) ____ ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

____ _

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action. If the proposed settlement receives final approval from the Court, the Settlement Administrator will send you a check by U.S. Mail, at the last address the Settlement Administrator has on file for you.

EXHIBIT C

EXCLUSION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before **[RESPONSE DEADLINE]**, at the following mailing address:

**[Phoenix Settlement Administrators]
[INSERT MAILING ADDRESS]**

I request to be excluded from the class action settlement in the matter of *Jesse Joerger v. IES Residential, Inc.* By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Class Released Claims, and that I will not receive an Individual Settlement Payment. I understand that, nevertheless, if I am a PAGA Aggrieved Employee, I will still be bound by the settlement and release of the PAGA Released Claims and will be issued an Individual PAGA Payment.

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ ____ ____) ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive a payment from the Class Settlement), you should not return this form – you do not need to take any action.

1 18. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
3 Members, and retains jurisdiction to consider all further applications arising out of or connected with
4 the Settlement. However, the Settlement Administrator shall give notice to any objecting party of
5 any continuance of the Final Approval Hearing.

6 **IT IS SO ORDERED.**

7
8 Dated: _____

By: _____

The Honorable Harold Hopp
Judge of the Superior Court