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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 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 Hopp
Department 1

**DECLARATION OF TAYLOR MITZNER
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

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

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

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Jesse Joerger v. IES RESIDENTIAL, INC.*.. (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On November 30, 2023, Phoenix received the Court-approved text for the Notice.

5. On December 3, 2023, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

6. On December 14, 2023, Phoenix mailed the Notice Packet via U.S. first class mail, in English and Spanish, to all one hundred sixty-six (166) Class Members on the Class List. A true

1 and correct copy of the mailed Notice Packet (i.e. the Class Notice, Objection Form, and
2 Exclusion Form) is attached hereto as **Exhibit A**.

3 7. As of the date of this declaration, thirteen (13) Notices have been returned to
4 Phoenix. Therefore, the Opt-Out Deadline was extended from February 12, 2024, to February 27,
5 2024 in order to re-mail notices. Eleven (11) notices were remailed, one (1) notice was returned a
6 second time, and thus a total of three (3) notices were undeliverable.

7 8. As of the date of this declaration, Phoenix has received seven (7) Requests for
8 Exclusion from Class Members, approximately 4.22% of the 166 class size. The members the
9 submitted an opt-out are Raul Farias Onofre, Alan Zamora, Rene D. Martinez, Francisco Dimas
10 Martinez, Nestor Rodriguez, Luis Enrique Rodriguez Torres, and Fidel Torres Tapia. A true and
11 correct copy of each of the seven (7) Requests for Exclusion that Phoenix received from Class
12 Members is attached as **Exhibit B**.

13 9. As of the date of this declaration, Phoenix has received zero (0) Objections from
14 Class Members. The deadline for objecting to the Class Settlement was February 27, 2024.

15 10. The Class Members initially had sixty (60) calendar days after the initial mailing of
16 the Notice Packet to dispute the number of Compensable Workweeks credited to each of them, opt
17 out of the Settlement, and/or object to the Settlement. The Response deadline was February 12,
18 2024, and then was extended to February 27, 2024.

19 11. As of the date of this declaration, Phoenix has received zero (0) Workweek
20 disputes from Class Members. The deadline for submitting a dispute was February 27, 2024.

21 12. There are one hundred fifty-nine (159) Class Members who did not submit timely
22 and valid Requests for Exclusion and are therefore deemed Settlement Class Members,
23 representing 95.78% of the Class. Settlement Class Members have worked a collective total of
24 eight thousand twenty (8,020) Workweeks during the Class Period. Each Workweek is valued at
25 approximately \$32.83.

26 13. During the period from October 6, 2018 through November 9, 2023 there were
27 eight thousand eight hundred eighty-nine (8,889) Workweeks; the Settlement's escalator clause
28 was triggered. Defendant elected to increase the Gross Settlement Amount ("GSA"). The increase

1 over the escalator threshold was two hundred eighty-one (281) Workweeks, or 3.59% which is an
2 additional amount of \$19,643.07. The GSA is now \$566,643.07.

3 14. The Net Settlement Amount of \$263,318.00 available to pay Settlement Class
4 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$191,450.00
5 + \$6,875.07 from the escalator increase), and Class Counsel costs (\$15,000.00), requested
6 Enhancement Payment to Plaintiff Joerger (9,000.00), the PAGA Amount (\$75,000.00), and the
7 requested Settlement Administration Costs (\$6,000.00) from the GSA (\$566,643.07).

8 15. Based upon the calculations stipulated in the Settlement, the highest Individual
9 Settlement Payment to be paid is approximately \$8,723.64, the lowest Individual Settlement
10 Payment to be paid is approximately \$4.69, while the average Individual Settlement Payment to
11 be paid is approximately \$1,656.09. Settlement Class Members will be issued payment of their
12 Individual Settlement Payments subject to reduction for the employee's share of taxes and
13 withholdings with respect to the wages portion of the Individual Settlement Payment.

14 16. Further, \$75,000.00 of the Gross Settlement Amount has been allocated toward
15 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
16 \$56,250.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and
17 25%, or \$18,750, of which shall be paid to all current and former hourly non-exempt individuals
18 who are or were employed by Defendant during the PAGA Period. There are ninety-one (91)
19 Aggrieved Employees who worked a total of three thousand nine hundred sixty-eight (3,968)
20 weeks during the PAGA Period. The highest Individual PAGA Payment to be paid is
21 approximately \$512.39, the lowest Individual PAGA Payment to be paid is approximately \$0.68,
22 and the average Individual PAGA Payment to be paid is approximately \$206.04.

23 17. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
24 due separately and apart from the Gross Settlement Amount. As of this date, and utilizing the
25 maximum tax rates, Phoenix estimates that the employer-side taxes should not exceed \$7,925.87.
26 See Settlement Agreement ¶ 6 (t).

1 18. Phoenix's costs associated with the administration of this matter are \$7,500.00.
2 This includes all costs incurred to date, as well as estimated costs involved in completing the
3 settlement distribution.

4 19. To complete the Settlement Administration for the *Jesse Joerger v. IES*
5 *Residential, Inc.*, the Settlement Administration will include a combination of hard costs and
6 hourly costs detailed below:

- 7 • Hard Costs: Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup,
8 NCOA, Skip Tracing, and Re-Mailing of Notice Packets.
- 9 • Hourly Costs: The hourly rates include Programming Database & Setup,
10 Project Management, Notice Formatting, Programming Claims Database,
11 Programming Calculations, Disbursement Review, Printing of Notice &
12 Individual Settlement Payments, Reconciliation of Uncashed Checks,
13 Conclusion Reports, Tax Filings, and Case Management/Maintenance
14 throughout pre- and post-settlement distribution.

15 20. To date, Phoenix has spent time (i) preparing, printing, and mailing the Notice
16 Packet; (ii) responding to inquiries and communicating with Class Members; (iii) conducting a
17 National Change of Address search to update the Class Members' addresses as accurately as
18 possible; and (iv) providing reports and a declaration to the Parties' counsel. The time Phoenix has
19 dedicated to this Action, as of this date, is fifteen (15) hours. Phoenix's hard costs to date are
20 \$2,188.12.

21 21. After final approval, Phoenix will be (i) calculating the Net Settlement Amount and
22 the Individual Settlement Payments and Individual PAGA payments; (ii) issuing the Individual
23 Settlement Payments and, to the extent applicable, Individual PAGA Payment checks and
24 distributing them to Settlement Class Members and Aggrieved Employees; (iii) issuing the
25 payment to Class Counsel for Court-approved attorneys' fees and costs, the Enhancement
26 Payment check to Plaintiff, remitting payment to the LWDA and the employer/employee payroll
27 taxes to the proper taxing authorities; (iv) printing and providing Settlement Class Members,
28

1 PAGA Employees, Plaintiff, and Class Counsel with, as applicable and set forth in the Settlement,
2 W-2s and 1099 forms.

3 22. The *estimated* time Phoenix will dedicate to this Action, after final approval
4 through closure of the QSF, is twenty-nine (29) hours. Phoenix's *estimated* expenses it anticipates
5 incurring are \$4,392.72.

6 23. Phoenix has agreed to perform all the listed Settlement Administration duties for
7 an agreed upon Not-to-Exceed Total of \$6,000.00. The Notice Packet informed Class Members of
8 requested administration costs Not-to-Exceed \$7,500.00. A detailed list of Phoenix's pre-
9 distribution hourly and hard cost totals, in addition to the estimated hours and hard costs needed to
10 complete the post-distribution Settlement Administration, is attached hereto as **Exhibit C**. Due to
11 the nature of work completed thus far in administration, Phoenix anticipates all future tasks to
12 remain within the scope of work priced at \$6,000.00, and therefore respectfully requests \$6,000.00
13 be awarded for Settlement Administration Costs.

14
15 I declare under penalty of perjury of the laws of the State of California that the foregoing
16 is true and correct.

17
18 Executed this 7th day of March 2024, at Orange, California.

19
20 
21 TAYLOR MITZNER

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 November 9, 2023, the Court granted preliminary approval of the settlement and scheduled a hearing on April 3, 2024, at 8:30 a.m. (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 November 9, 2023.

“**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 November 9, 2023.

“**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 October 9, 2023, 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 November 9, 2023, 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: \$1,577.22.

The estimated highest Individual Settlement Share is approximately: \$7,827.02.

The estimated lowest Individual Settlement Share is approximately: \$4.21.

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: \$206.04

The estimated highest Individual PAGA Payment is approximately: \$508.42

The estimated lowest Individual PAGA Payment is approximately: \$0.67

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 «Total_Weeks» Workweeks.**
- **During the PAGA Period, you are credited as having «PAGA_Work_Weeks» 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 February 12, 2024.

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 «ESA_Before_Paga». 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 «PAGA_Amount».

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 February 12, 2024.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

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 February 12, 2024.

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 **April 3, 2024, at 8:30 a.m.**, 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 1 to the Declaration of Vartan Madoyan in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement filed on October 2, 2023, 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: (800) 523-5773, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

AVISO DE ACUERDO DE DEMANDA COLECTIVA*Jesse Joerger contra IES Residential, Inc.***Tribunal Superior de California para el condado de Riverside, Caso n° CVRI2205490****LEA ATENTAMENTE ESTE AVISO.**

Usted ha recibido este Aviso porque los registros del Demandado indican que usted puede ser elegible para tomar parte en el Acuerdo de Demanda colectiva alcanzado en el caso arriba referenciado.

No es necesario que realice ninguna acción para recibir el pago del Acuerdo.

Este Aviso está diseñado para informarle de sus derechos y opciones con respecto al Acuerdo, y de cómo puede solicitar ser excluido del Acuerdo Colectivo, objetar al Acuerdo Colectivo, y/o disputar el número de Semanas Laborales que se le acreditan, si así lo desea.

SE LE NOTIFICA QUE: Se ha llegado a un Acuerdo de acción colectiva y representativa entre el Demandante Jesse Joerger (“Demandante”) y el Demandado IES Residential, Inc. (“Demandado”) (el Demandante y el Demandado se denominan colectivamente las “Partes”), en el caso titulado *Jesse Joerger contra IES Residential, Inc.*, Tribunal Superior del Condado de Riverside, Caso No. CVRI2205490 (la “Acción”), que puede afectar sus derechos legales. El 9 de noviembre de 2023, el Tribunal otorgó la aprobación preliminar del Acuerdo y programó una audiencia para el 3 de abril de 2024, a las 8:30 a.m. (la “Audiencia de Aprobación Definitiva”) para determinar si el Tribunal debe otorgar o no la aprobación definitiva del Acuerdo.

I. DEFINICIONES IMPORTANTES

“**Clase**” significa todos los empleados actuales y anteriores pagados por hora o no exentos que fueron empleados por el Demandado dentro del Estado de California en cualquier momento durante el Período de la Clase.

“**Miembro de la Clase**” significa un Miembro de la Clase o Grupo de Demandantes.

“**Periodo de la Demanda Colectiva**” significa el periodo de tiempo comprendido entre el 6 de octubre de 2018 y el 9 de noviembre de 2023.

“**Acuerdo Colectivo**” significa el Acuerdo y la resolución de todas las Reclamaciones Exoneradas de la Clase (descritas en la Sección III.D a continuación).

“**Empleados Agraviados PAGA**” significa todos los empleados actuales y anteriores pagados por hora o no exentos que fueron empleados por el Demandado dentro del Estado de California en cualquier momento durante el Período PAGA.

“**Periodo PAGA**” significa el periodo de tiempo comprendido entre el 11 de octubre de 2021 y el 9 de noviembre de 2023.

“**Acuerdo PAGA**” significa el Acuerdo y la resolución de las Reclamaciones Exoneradas PAGA (descritas en la Sección III.D a continuación).

II. ANTECEDENTES DE LA DEMANDA

El 16 de diciembre de 2022, la Demandante inició una Demanda colectiva presentando la Demanda Colectiva por Daños y Perjuicios en la Acción. El 27 de junio de 2023, el Demandante proporcionó una notificación por escrito a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA”, por sus siglas en inglés) y al Demandado de las disposiciones específicas del Código Laboral de California que el Demandante sostiene que fueron violadas (“Notificación PAGA”) en relación con la Ley General de Abogados Privados (“PAGA”, por sus siglas en inglés), Sección 2698-2699.8 del Código Laboral. PAGA autoriza a los empleados agraviados a presentar Demandas para recuperar sanciones civiles en nombre propio, de otros empleados y del Estado de California por violaciones del Código Laboral de California.

El 9 de octubre de 2023, el Demandante presentó una Primera Demanda Colectiva Enmendada por Daños y Perjuicios y Ejecución en virtud de la Ley General de Abogados Privados (“Demanda Operativa”). El Demandante alega que el Demandado no pagó correctamente los salarios mínimos y las horas extraordinarias, no proporcionó pausas de comida y descanso conformes y los salarios premium relacionados, no pagó puntualmente los salarios durante el empleo y no pagó las penalizaciones por tiempo de espera relacionadas, no pagó puntualmente los salarios durante el empleo, no proporcionó declaraciones de salarios conformes, no mantuvo los registros de nóminas requeridos, no reembolsó los gastos empresariales necesarios y no cumplió con las leyes de competencia desleal en virtud del Código de Negocios y Profesiones de California, y la conducta que da lugar a sanciones en virtud de PAGA. El Demandante solicita, entre otras cosas, la recuperación de los salarios mínimos y las horas extraordinarias impagadas, los salarios y las primas por períodos de comida y descanso no pagados, los gastos empresariales no reembolsados, la restitución, las sanciones, los intereses y los honorarios y costas de los abogados.

El Demandado niega todas las alegaciones de la Demanda y niega haber infringido ninguna ley relevante con respecto a la Clase.

Las Partes participaron en una mediación con un respetado mediador de Demandas colectivas y, como resultado, las Partes llegaron a un Acuerdo. Desde entonces, las Partes han suscrito la Estipulación Conjunta de Acción Colectiva y Acuerdo y Exoneración PAGA (“Acuerdo de Conciliación”, “Acuerdo” o “Acuerdo de Liquidación”).

El 9 de noviembre de 2023, el Tribunal dictó una orden de aprobación preliminar del Acuerdo. El Tribunal ha designado a Phoenix Settlement Administrators como administrador del Acuerdo (“Administrador del Acuerdo”), al Demandante Jesse Joerger como representante de la Clase de Demandantes (“Representante de la Clase de Demandantes”) y a los siguientes abogados del Demandante como abogados de la Clase de Demandantes (“Abogados de la Clase de Demandantes”):

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

Si usted es un Miembro de la Clase, no necesita realizar ninguna acción para recibir un Pago Individual de la Clase, pero tiene la oportunidad de solicitar su exclusión del Acuerdo Colectivo (en cuyo caso no recibirá un Pago Individual de la Clase), objetar el Acuerdo Colectivo y/o disputar las Semanas Laborales que se le acrediten, si así lo desea, como se explica con más detalle en las Secciones III y IV a continuación. Si usted es un Empleado Agraviado PAGA, no necesita realizar ninguna acción para recibir un Pago Paga Individual.

El Acuerdo representa un compromiso y un Acuerdo de reclamaciones muy disputadas. Nada de lo contenido en el Acuerdo pretende ser o será interpretado como una admisión por parte del Demandado de que las reclamaciones de la Acción tienen fundamento o de que el Demandado tiene alguna responsabilidad ante el Demandante, los Miembros de la Clase o los Empleados Agraviados por PAGA. El Demandante y el Demandado, y sus respectivos abogados, han llegado a la conclusión y están de Acuerdo en que, a la luz de los riesgos e incertidumbres para cada una de las partes de continuar con el litigio, el Acuerdo es justo, razonable y adecuado, y es en el mejor interés de los Miembros de la Clase y de los Empleados Agraviados por PAGA. El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones planteadas en la Demanda y ha determinado únicamente que la certificación de la Clase a efectos del Acuerdo puede ser apropiada en virtud de la legislación de California. El Tribunal ha determinado únicamente que existen pruebas suficientes que sugieren que el Acuerdo propuesto podría ser justo, adecuado y razonable, y que cualquier determinación final sobre estas cuestiones se realizará en la Audiencia de Aprobación Definitiva.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula de Acuerdo

El Importe bruto total del Acuerdo asciende a quinientos cuarenta y siete mil dólares (\$547,000) (el “Importe bruto del Acuerdo”). La porción del Monto Bruto del Acuerdo que está disponible para el pago a los Miembros de la Clase se denomina “Monto Neto del Acuerdo.” El Importe Neto del Acuerdo será el Importe Bruto del Acuerdo menos los siguientes pagos que están sujetos a la aprobación del Tribunal: (1) los honorarios de los abogados, por un importe que no superará el 35% del Importe Bruto del Acuerdo (es decir \$191,450) y el reembolso de las costas y gastos del litigio por un importe no superior a Quince Mil Dólares (\$15,000) (colectivamente, “Honorarios de Abogados y Costas”) a los Abogados de la Clase; (2) Adjudicación de Mejora por un importe no superior a Nueve Mil Dólares (\$9,000) al Demandante por sus servicios en la Demanda; (3) la cantidad de Setenta y Cinco Mil Dólares (\$75,000) asignada a las sanciones civiles bajo PAGA (“Monto PAGA”); y (4) los Costos de Administración del Acuerdo en una cantidad que no exceda los Siete Mil Quinientos Dólares (\$7,500) al Administrador del Acuerdo. Por ley, el Monto PAGA se distribuirá en un 75% a la LWDA (es decir, \$56,250) (“Pago LWDA”) y el 25% restante (es decir, \$18,750) se distribuirá a los Empleados Agraviados PAGA (“Monto Empleado Agraviado PAGA”).

Los Miembros de la Clase tienen derecho a recibir el pago, en virtud del Acuerdo Colectivo, de su parte proporcional del Importe Neto del Acuerdo (“Parte Individual del Acuerdo”) en función del número de semanas que cada Miembro de la Clase estuvo empleado por el Demandado como empleado remunerado por horas o no exento en California durante el Periodo de la Clase (“Semanas Laborales”), dividido por el número total de semanas que todos los Miembros de la Clase estuvieron empleados colectivamente durante el Periodo de la Clase.

El Administrador del Acuerdo ha dividido el Importe Neto del Acuerdo entre las Semanas Laborales de todos los Miembros de la Clase para calcular el “Valor Estimado de las Semanas Laborales”, y ha multiplicado las Semanas Laborales individuales de cada Miembro de la Clase por el Valor Estimado de las Semanas Laborales para calcular su Parte Individual del Acuerdo estimada que puede tener derecho a recibir en virtud del Acuerdo Colectivo (que se enumera en la Sección III.C más adelante).

La Cuota de Acuerdo Individual media es de aproximadamente: \$1,577.22.

La Cuota de Acuerdo Individual más alta estimada es de aproximadamente: \$7,827.02.

La Cuota de Acuerdo Individual más baja estimada es de aproximadamente: \$4.21.

Cada Parte individual del Acuerdo se asignará como un veinte por ciento (20%) de salarios, que se declarará en un formulario W-2 del IRS, y un ochenta por ciento (80%) de intereses, sanciones y daños no salariales, que se declararán en un formulario 1099 del IRS (si procede). Cada parte individual del Acuerdo estará sujeta a una reducción por la parte del empleado de los impuestos sobre la nómina y las retenciones con respecto a la parte salarial de la parte individual del Acuerdo (el pago neto se denomina “pago individual del Acuerdo”). A la inversa, la parte de impuestos y cotizaciones del empleador en relación con la porción salarial de las Cuotas Individuales del Acuerdo (“Impuestos del Empleador”) será pagada por el Demandado por separado y además del Monto Bruto del Acuerdo.

Los Empleados Agraviados por PAGA son elegibles para recibir el pago, conforme al Acuerdo PAGA, de su parte proporcional del Monto del Empleado Agraviado por PAGA (“Pago PAGA Individual”) basado en el número de semanas que cada Empleado Agraviado por PAGA estuvo empleado por el Demandado como empleado pagado por hora o no exento en California durante el Período PAGA, (“Semanas Laborales PAGA”), dividido por el número total de semanas que todos los Empleados Agraviados por PAGA estuvieron empleados colectivamente durante el Período PAGA.

El Administrador del Acuerdo ha dividido el Monto del Empleado Agraviado PAGA, es decir, el 25% del Monto PAGA, por el número total de Semanas Laborales de todos los Empleados Agraviados PAGA durante el Período PAGA para calcular el “Valor de la Semana Laboral PAGA”, y ha multiplicado las Semanas Laborales individuales de cada Empleado Agraviado PAGA durante el Período PAGA por el Valor de la Semana Laboral PAGA para calcular su Pago Paga Individual PAGA (que se enumera en la Sección III.C a continuación).

El Pago Paga Individual medio estimado es de aproximadamente: \$206.04.

El Pago Paga Individual más alto estimado es de aproximadamente: \$508.42.

El Pago Paga Individual más bajo estimado es de aproximadamente: \$0.67.

Cada Pago Paga Individual se imputará como penalizaciones al 100%, que se declararán en el formulario 1099 del IRS (si procede).

Si el Tribunal concede la aprobación final del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros de la Clase del Acuerdo y los Pagos Paga Individuales se enviarán por correo a los Empleados Agraviados PAGA a la dirección que conste en los archivos del Administrador del Acuerdo. **Si la dirección a la que se envió este Aviso no es correcta, o si se muda después de recibir este Aviso, debe proporcionar su dirección postal correcta al Administrador del Acuerdo lo antes posible para asegurarse de recibir cualquier pago al que pueda tener derecho en virtud del Acuerdo.**

B. Sus Semanas Laborales Basadas en los Registros del Demandado

Según los registros del Demandado,

- **Durante el Periodo de la Demanda Colectiva, se le atribuyen «Total_Weeks» Semanas Laborales.**
- **Durante el Periodo PAGA, se le acreditan «PAGA_Work_Weeks» Semanas Laborales.**

Si desea impugnar las Semanas Laborales que se le han acreditado, deberá presentar una carta por escrito (“Impugnación de Semanas Laborales”), que deberá: (a) contener el nombre del caso y el número de la Acción (*Jesse Joerger contra IES Residential, Inc.*, Caso No. CVRI2205490); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su Número de Seguro Social; (c) indicar claramente que usted disputa el número de Semanas Laborales que se le acreditaron y cuál es, según usted, el número correcto que debería acreditársele; (d) adjuntar cualquier documentación que pueda tener para respaldar la disputa; y (e) ser presentada por correo al Administrador del Acuerdo a la dirección especificada que figura en la Sección IV.B a continuación, con matasellos del 12 de febrero de 2024, a más tardar.

C. Su parte estimada de Acuerdo individual y Pago Paga Individual

Como se explicó anteriormente, su Parte del Acuerdo Individual y Pago Paga Individual estimados se basan en el número de Semanas Laborales que se le acrediten.

Según los términos del Acuerdo, su parte del Acuerdo individual se estima en «ESA_Before_Paga». La Parte Individual del Acuerdo está sujeta a una reducción por la parte de impuestos y retenciones del empleado con respecto a la porción salarial de la Parte Individual del Acuerdo.

Según los términos del Acuerdo, su Pago Paga Individual se estima en «PAGA_Amount».

El proceso de aprobación del Acuerdo puede durar varios meses. Su Parte Individual del Acuerdo y Pago Paga Individual (si procede) reflejados en este Aviso son sólo una estimación. Su Parte Individual del Acuerdo y Pago Paga Individual (si procede) reales pueden ser superiores o inferiores. Los pagos se distribuirán únicamente después de que el Tribunal conceda la aprobación definitiva del Acuerdo y después de que el Acuerdo entre en vigor.

D. Exoneración de reclamaciones

A partir de la Fecha de entrada en vigor y de la financiación íntegra del Importe bruto del Acuerdo, se considerará que el Demandante y todos los Miembros de la Clase que no presenten una Solicitud de exclusión válida y a tiempo (es decir, los Miembros de la Clase del Acuerdo) han liberado, transigido, renunciado y exonerado de forma plena, definitiva y para siempre a las Partes exoneradas de todas las Reclamaciones Exoneradas de la Clase, ya sean conocidas o desconocidas.

A partir de la Fecha de Entrada en Vigor y del financiamiento total del Monto Bruto del Acuerdo, se considerará que la Demandante y el Estado de California han liberado, acordado, comprometido, renunciado y exonerado de manera total, definitiva y para siempre a las Partes Exoneradas de todas las Reclamaciones Exoneradas de PAGA, ya sean conocidas o desconocidas. El Demandante no libera a ningún Empleado Agraviado por PAGA de su reclamación por salarios o daños y perjuicios. Sin embargo, también se considerará que los Empleados Agraviados por PAGA que también sean Miembros de la Clase del Acuerdo han liberado, transado, comprometido, renunciado y exonerado de manera total, definitiva y para siempre a las Partes Exoneradas de todas las Reclamaciones Exoneradas de la Clase, ya sean conocidas o desconocidas.

“Reclamaciones Exoneradas de la Clase” significa todas las reclamaciones, causas de acción y teorías legales que se alegaron en la Demanda Operativa o que razonablemente podrían haberse alegado en base a los hechos contenidos en la Demanda Operativa, y todos los daños, multas, intereses y otros montos recuperables por dichas reclamaciones, causas de acción y teorías legales, que surgieron durante el Período de la Clase, incluyendo todo lo siguiente falta de pago de todos los salarios regulares, salarios mínimos y salarios por horas extras debidos; falta de cálculo adecuado de la tasa de pago regular para el pago de salarios por horas extras; falta de provisión adecuada de períodos de comida y de provisión adecuada de pago de prima por período de comida; falta de provisión adecuada de períodos de descanso y de provisión adecuada de pago de prima por período de descanso; falta de pago oportuno de todos los salarios durante el empleo; falta de pago oportuno de todos los salarios en el momento del despido; no proporcionar declaraciones salariales completas, precisas o con el formato adecuado; no mantener los registros de nóminas requeridos; no reembolsar los gastos empresariales; y prácticas comerciales desleales que podrían haberse basado en las reclamaciones, causas de acción o teorías legales de reparación descritas anteriormente, o en cualquiera de las reclamaciones, causas de acción o teorías legales de reparación alegadas en la Demanda Operativa.

“Reclamaciones Exoneradas de PAGA” significa todas las reclamaciones por sanciones civiles en virtud de la Ley General de Abogados Privados de 2004, Sección 2698-2699.8 del Código Laboral de California, que surgieron durante el Período PAGA y que podrían haber sido solicitadas por el Comisionado Laboral de California sobre la base de las violaciones de la ley identificadas en la carta de la Demandante a la LWDA del 27 de junio de 2023, los anexos a dicha carta del 27 de junio de 2023 y cualquier correspondencia complementaria a la LWDA, y sólo en la medida en que se aleguen en la Demanda Operativa.

“Partes exoneradas” significa el Demandado y sus funcionarios, directores, empleados y agentes actuales y anteriores.

E. Honorarios de abogados y costas a los abogados de la Demanda Colectiva

Los Abogados de la Demanda Colectiva solicitarán honorarios de abogados por un monto que no supere el treinta y cinco por ciento (35%) del Monto Bruto del Acuerdo (es decir, \$191,450) y el reembolso de las costas y gastos del litigio por un monto que no supere los Quince Mil Dólares (\$15,000) (colectivamente, “Honorarios de Abogados y Costas”), sujeto a la aprobación del Tribunal. Los Honorarios y Costas de los Abogados concedidos por el Tribunal se pagarán con cargo al Importe Bruto del Acuerdo. El Abogado de la Clase ha estado llevando adelante la Demanda en nombre del Demandante, los Miembros de la Clase y los Empleados Agraviados por PAGA sobre la base de honorarios condicionales (es decir, sin recibir ningún pago de dinero hasta la fecha) y ha estado pagando todos los costos y gastos del litigio hasta la fecha.

F. Pago de mejora a Demandante

El Demandante solicitará la cantidad de hasta Nueve Mil Dólares (\$9,000) (“Pago de Mejora”), en reconocimiento de sus servicios en relación con la Demanda. El Pago de Mejora se pagará con cargo al Importe Bruto del Acuerdo, sujeto a la aprobación del Tribunal, y si se concede, se pagará al Demandante además de cualquier Pago del Acuerdo Individual y Pago Paga Individual a los que tenga derecho en virtud del Acuerdo.

G. Gastos de administración del Acuerdo al administrador del Acuerdo

Se estima que el pago al Administrador del Acuerdo no superará los Siete Mil Quinientos Dólares (\$7,500) (“Costos de Administración del Acuerdo”) por los costos del proceso de notificación y administración del Acuerdo, incluidos, entre otros, los gastos de notificación del Acuerdo a los Miembros de la Clase, el procesamiento de Solicitudes de Exclusión, Objeciones y Disputas de Semanas Laborales, el cálculo de las Participaciones Individuales del Acuerdo, los Pagos Individuales del Acuerdo y los Pagos PAGA Individuales, y la distribución de pagos y formularios impositivos en virtud del Acuerdo. Los Costes de Administración del Acuerdo se pagarán con el Importe Bruto del Acuerdo, sujeto a la aprobación del Tribunal.

IV. ¿CUÁLES SON SUS DERECHOS Y OPCIONES COMO MIEMBRO DE LA CLASE?

A. Participar en el Acuerdo

Si desea participar en el Acuerdo y recibir dinero de este, no tiene que hacer nada. Se le incluirá automáticamente en el Acuerdo Colectivo y se le emitirá su Pago Individual de la Clase a menos que decida excluirse del Acuerdo Colectivo.

A menos que elija excluirse del Acuerdo Colectivo, quedará obligado por los términos del Acuerdo Colectivo y por cualquier sentencia que pueda dictar el Tribunal basada en el Acuerdo Colectivo, y liberará las Reclamaciones Exoneradas de la Clase descritas en la Sección III.D anterior.

Si usted es un Empleado Agraviado PAGA, automáticamente será incluido en el Acuerdo PAGA y se le emitirá su Pago Paga Individual. Esto significa que estará obligado por los términos del Acuerdo PAGA y por cualquier sentencia que pueda dictar el Tribunal basada en el Acuerdo PAGA, y liberará las Reclamaciones Exoneradas PAGA descritas en la Sección III.D anterior.

Los Miembros de la Clase y los Empleados Agraviados por PAGA no serán responsables por separado del pago de honorarios de abogados o costos y gastos de litigio, a menos que contraten a su propio abogado, en cuyo caso, serán responsables de sus propios honorarios y gastos.

B. Solicitud de exclusión del Acuerdo Colectivo

Los Miembros de la Clase pueden solicitar ser excluidos del Acuerdo Colectivo presentando una carta por escrito indicando que solicitan ser excluidos del Acuerdo Colectivo, tal y como se describe a continuación, o cumplimentando y presentando el Formulario de Exclusión adjunto (ambos denominados “Solicitud de Exclusión”) al Administrador del Acuerdo.

Una Solicitud de Exclusión debe: (a) contener el nombre del caso y el número de la Acción (*Jesse Joerger contra IES Residential, Inc.*, Caso N° CVRI2205490); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su Número de Seguro Social; (c) contener una declaración escrita clara que indique que usted busca la exclusión del Acuerdo Colectivo; y (d) ser presentada por correo al Administrador del Acuerdo en la dirección especificada a continuación, con matasellos del 12 de febrero de 2024 o anterior.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

Si el Tribunal concede la aprobación definitiva del Acuerdo, cualquier Miembro de la Clase que presente una Solicitud de Exclusión válida y a tiempo no tendrá derecho a recibir un Pago Individual del Acuerdo, no estará vinculado por el Acuerdo Colectivo ni por la exención de las Reclamaciones Exoneradas de la Clase descritas en la Sección III.D anterior, y no tendrá ningún derecho a objetar, apelar o comentar el Acuerdo Colectivo. Los Miembros de la Clase de Demandantes que no presenten una Solicitud de exclusión válida y a tiempo serán considerados Miembros de la Clase de Demandantes y quedarán vinculados por todos los términos del Acuerdo, incluidos los relativos a la exoneración de las Demandas descritas en la Sección III.D anterior, así como por cualquier sentencia que pueda dictar el Tribunal. Los Empleados Agraviados PAGA estarán vinculados al Acuerdo PAGA y a la liberación de Reclamaciones Exoneradas PAGA descrita en la Sección III.D anterior, y se les seguirá emitiendo un Pago Paga Individual PAGA, independientemente de que presenten o no una Solicitud de Exclusión. Los Empleados Agraviados PAGA no podrán presentar una Solicitud de Exclusión en cuanto al Acuerdo PAGA.

C. Objetar el Acuerdo Colectivo

Los Miembros de la Clase pueden objetar al Acuerdo Colectivo mientras no hayan presentado una Solicitud de Exclusión (es decir, mientras sean Miembros de la Clase del Acuerdo), presentando una objeción por escrito al Administrador del Acuerdo, tal y como se describe a continuación, o cumplimentando y presentando el Formulario de Objeción adjunto (ambos denominados “Objeción”) al Administrador del Acuerdo, o presentando su objeción oralmente en la Audiencia de Aprobación Definitiva.

Una Objeción debe: (a) contener el nombre del caso y el número de la Acción (*Jesse Joerger v. IES Residential, Inc.*, Caso No. CVRI2205490); (b) contener su nombre completo, firma, dirección, número de teléfono y los últimos cuatro (4) dígitos de su Número de Seguridad Social; (c) contener una declaración escrita de todos los motivos de la objeción acompañada de cualquier apoyo legal para dicha objeción; (d) contener copias de todos los papeles, escritos u otros documentos, si los hubiera, en los que se base la objeción; y (e) presentarse por correo al Administrador del Acuerdo en la dirección especificada en la sección IV.B. anterior, con matasellos del 12 de febrero de 2024 o anterior.

V. AUDIENCIA DE APROBACIÓN DEFINITIVA

El Tribunal celebrará una Audiencia de Aprobación Definitiva en el Departamento 1 del Tribunal Superior del Condado de Riverside, ubicado en el Palacio de Justicia Histórico de Riverside, 4050 Main Street, Riverside, CA 92501, el **3 de abril de 2024, a las 8:30 a.m.**, para determinar si el Acuerdo debe ser aprobado definitivamente como justo, razonable y adecuado. Se solicitará al Tribunal que apruebe los honorarios de los abogados y las costas del abogado de la Clase, el pago de mejora al Demandante y los gastos de administración del Acuerdo.

La audiencia puede continuar sin previo aviso a los Miembros de la Clase. No es necesario que comparezca en la Audiencia de Aprobación Definitiva, aunque puede comparecer si lo desea. Las comparecencias personales y telefónicas son una opción.

Visite el sitio web del Tribunal para obtener la información más actualizada sobre el impacto del COVID-19 en las operaciones del Tribunal y los requisitos que puedan aplicarse para acceder a las instalaciones del Tribunal:
<https://www.riverside.courts.ca.gov/PublicNotices/COVID-19-Court-Operations.php>.

En el sitio web del Tribunal, puede encontrar información sobre cómo comparecer a distancia a través de Zoom en línea (para la Audiencia de Aprobación Definitiva que está previsto que se celebre en el Departamento 1 del Tribunal Histórico del Tribunal Superior del Condado de Riverside): <https://www.riverside.courts.ca.gov/PublicNotices/remote-appearances.php>.

VI. INFORMACIÓN ADICIONAL

Lo anterior resume los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo, debe revisar la Estipulación Conjunta detallada del Acuerdo Colectivo y PAGA y la Exoneración, que se adjunta como Anexo 1 a la Declaración de Vartan Madoyan en Apoyo de la Moción del Demandante para la Aprobación Preliminar del Acuerdo Colectivo presentada el 2 de octubre de 2023, y otros documentos que se encuentran archivados en la División de Administración de Registros del Tribunal Superior del Condado de Riverside, ubicado en el Palacio de Justicia Histórico de Riverside, 4050 Main Street, Riverside, CA 92501. También se puede acceder en línea a algunos documentos e información relativos a la Acción, previo pago o con un cargo mínimo, en el sitio web del Tribunal Superior del Condado de Riverside (<https://epublic-access.riverside.courts.ca.gov/public-portal/>). Para buscar y acceder a documentos e información en los sistemas del Tribunal, deberá utilizar el número de caso de la Acción (Caso n° CVRI2205490).

LE ROGAMOS QUE NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO JUDICIAL PARA OBTENER INFORMACIÓN RELATIVA A ESTE ACUERDO.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (800) 523-5773, O TAMBIÉN PUEDE PONERSE EN CONTACTO CON EL ABOGADO DE LA CLASE.

Jesse Joerger v. IES Residential, Inc.

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

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 February 12, 2024, at the following mailing address:

**Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863**

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.

Jesse Joerger contra IES Residential, Inc.

Tribunal Superior de California, Condado de Riverside, Caso n° CVRI2205490

FORMULARIO DE EXCLUSIÓN

UTILICE Y DEVUELVA ESTE FORMULARIO SÓLO SI DESEA EXCLUIRSE DEL ACUERDO COLECTIVO.

Si desea excluirse del Acuerdo colectivo, debe leer y firmar la siguiente declaración y devolver este formulario al Administrador del Acuerdo, por correo, con matasellos del día 12 de febrero de 2024 o anterior, a la siguiente dirección postal:

**Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863**

Solicito ser excluido de la conciliación de la demanda colectiva en el asunto de *Jesse Joerger contra IES Residential, Inc.* Al excluirme de la conciliación de la demanda colectiva, entiendo que no estaré obligado por la conciliación y liberación de las Reclamaciones Liberadas de la Demanda Colectiva, y que no recibiré un Pago de Conciliación Individual. Entiendo que, no obstante, si soy un Empleado Agraviado PAGA, aún estaré obligado por el acuerdo y la liberación de las Reclamaciones Liberadas PAGA y se me emitirá un Pago PAGA Individual.

Fecha: _____

Nombre Completo: _____

Dirección: _____

Número Telefónico: (____ ____ ____) ____ ____ ____ ____ ____

Firma: _____

Para garantizar que este formulario se procesa correctamente en su nombre y para evitar confusiones en caso de que varias personas con el mismo nombre o nombres similares presenten este formulario, le rogamos que facilite al administrador los 4 últimos dígitos de su número de la Seguridad Social para que se pueda confirmar su identidad:

____ _

Si no desea excluirse del Acuerdo colectivo (y desea recibir un pago del Acuerdo colectivo), no debe devolver este formulario - no es necesario que realice ninguna acción.

Jesse Joerger v. IES Residential, Inc.

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

OBJECTION FORM

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

If you wish to object to the Class Settlement, you must state all grounds for your objection accompanied by any legal support (space is provided below for doing so), attach any papers, briefs, or other documents you are relying on for your objection, sign on the following page, and return this form by mail to the Settlement Administrator, at the following mailing address, postmarked on or before February 12, 2024.

Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

I wish to object to the Class Settlement on the following grounds:

[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.

Jesse Joerger contra IES Residential, Inc.

Tribunal Superior de California, Condado de Riverside, Caso No. CVRI2205490

FORMULARIO DE OBJECCIÓN

UTILICE Y DEVUELVA ESTE FORMULARIO SÓLO SI DESEA Oponerse al ACUERDO DE CLASE.

Si desea oponerse al Acuerdo Colectivo, debe exponer todos los motivos de su objeción acompañados de cualquier apoyo legal (más abajo se proporciona espacio para hacerlo), adjuntar todos los papeles, escritos u otros documentos en los que se base para su objeción, firmar en la página siguiente y devolver este formulario por correo al Administrador del Acuerdo, a la siguiente dirección postal, con matasellos de o antes del 12 de febrero de 2024.

Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Deseo oponerme al Acuerdo Colectivo por los siguientes motivos:

[illegible]

Fecha: _____

Nombre Completo: _____

Dirección: _____

Teléfono: (____ ____ ____) ____ ____ ____ ____ ____ ____

Firma: _____

Para garantizar que este formulario se procesa correctamente en su nombre y para evitar confusiones en caso de que varias personas con el mismo nombre o nombres similares presenten este formulario, le rogamos que facilite al administrador los 4 últimos dígitos de su número de la Seguridad Social para que se pueda confirmar su identidad:

____ _

Si no desea objetar al Acuerdo colectivo, no debe devolver este formulario - no es necesario que realice ninguna acción. Si el acuerdo propuesto recibe la aprobación final del Tribunal, el Administrador del Acuerdo le enviará un cheque por correo de EE.UU., a la última dirección que el Administrador del Acuerdo tenga registrada para usted.

Exhibit B

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

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

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 February 12, 2024, at the following mailing address:

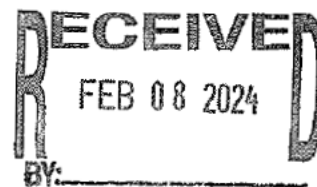
**Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863**

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: febrero 3, 2024

Full Name: Rene D. Martinez

Address:



Telephone Number:



Signature:

DocuSigned by:

8E3F76D1B08D42D...

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.

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

EXCLUSION FORM

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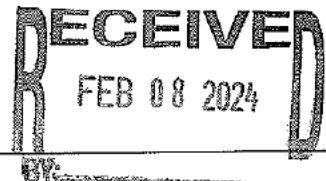
**Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863**

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: febrero 3, 2024

Full Name: Francisco Dimas Martinez

Address: [REDACTED]



Telephone Number: [REDACTED]

Signature: [REDACTED]

DocuSigned by:

8F6721320D234CB...

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:

[REDACTED]

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.

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

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**Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863**

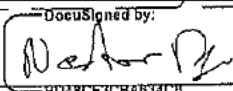
I request to be excluded from the class action settlement in the matter of *Jesse Joerger v. IES Residential, Inc.* By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Class Released Claims, and that I will not receive an Individual 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.

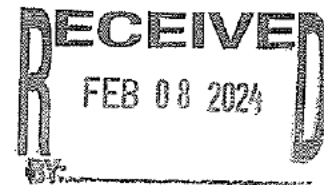
Date: febrero 6, 2024

Full Name: Nestor Rodriguez

Address: 

Telephone Number: 

Signature: 
BD48CF3CBA834C8...



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.

JOEIESR234

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

EXCLUSION FORM

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**Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863**

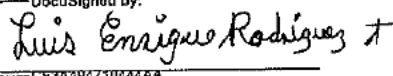
I request to be excluded from the class action settlement in the matter of *Jesse Joerger v. IES Residential, Inc.* By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Class Released Claims, and that I will not receive an Individual 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.

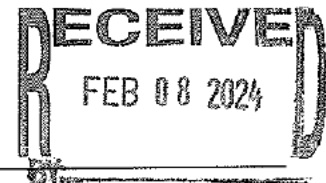
Date: febrero 1, 2024

Full Name: Luis Enrique Rodriguez

Address: [REDACTED]

Telephone Number: [REDACTED]

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:

[REDACTED]

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.

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

EXCLUSION FORM

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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 February 12, 2024, at the following mailing address:

**Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863**

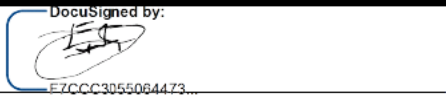
I request to be excluded from the class action settlement in the matter of *Jesse Joerger v. IES Residential, Inc.* By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Class Released Claims, and that I will not receive an Individual 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: febrero 7, 2024

Full Name: Fidel T. Tapia

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.

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

EXCLUSION FORM

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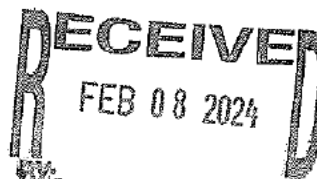
**Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863**

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: February 1, 2024

Full Name: Alan Zamora

Address:



Telephone Number:



Signature:

DocuSigned by:

5CC4453F46834B9...

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.

Exhibit C



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	166
Subtotal Admin Only	\$6,580.84
Fixed Fee	\$6,000.00

For 166 Class Members

March 1, 2024

Case Invoice: Joerger v. IES Residential

Itemized Preliminary Approval Setup and Notice Mailing: Hourly and Hard Cost Totals

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Class Data Base Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$150.00	1	\$150.00
Class Notice Packet Formatting	\$125.00	2	\$250.00
Printing Setup and Printing	\$125.00	2	\$250.00
Case Manager Associate Maintenance	\$125.00	2	\$250.00
Case Associate Maintenance	\$65.00	4	\$260.00
Programming Undeliverables	\$50.00	2	\$100.00
Hourly Totals:		15	\$1,510.00
Data Merge & Duplication Scrub	\$0.10	166	\$16.60
Call Center & Long Distance	\$2.00	19	\$38.00
NCOA (USPS)	\$55.00	1	\$55.00
Notice Packet & Opt-Out Form (Paper and	\$1.35	166	\$224.10
Postage (up to 2 oz.)*	\$0.87	166	\$144.42
Static Website	\$200.00	1	\$200.00
Hard Cost Totals:			\$678.12

Estimated Itemized Final Approval Setup and Distribution: Hourly and Hard Cost Totals:

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Distribution Database	\$150.00	2	\$300.00
Estimated Case Associate Hours	\$55.00	1	\$55.00
Estimated Case Manager Hours	\$85.00	3	\$255.00
Programming Calculations	\$135.00	1	\$135.00
Disbursement Review	\$135.00	1	\$135.00
QSF Bank Account & EIN	\$75.00	2	\$150.00
Check Run Setup & Printing	\$135.00	4	\$540.00
Reminder Check Cashing Postcard Print and	\$135.00	2	\$270.00
Reconcile Uncashed Checks	\$85.00	5	\$425.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	3	\$255.00
Final Reporting & Declarations	\$115.00	3	\$345.00
Hourly Totals:		29	\$3,095.00
Class Checks	\$0.90	158	\$142.20
Estimated Postage	\$0.64	158	\$101.12
Remail Undeliverable Checks	\$1.70	32	\$54.40
(Postage Included)			
IRS & QSF Annual Tax Reporting *	\$1,000.00	1	\$1,000.00
(State Tax Reporting Included)			
Estimated Hard Cost Totals:			\$1,297.72

Invoice Total: \$6,580.84