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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF IMPERIAL

PRISCILLA LOPEZ,

Plaintiffs,

vs.

GEO SECURE SERVICES, LLC, a Florida
Limited Liability Company; and DOES 1-10,
inclusive,

Defendants.

AND ALL CONSOLIDATED LITIGATIONS.

Case No. ECU002060

**[PROPOSED] ORDER: (1) GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND (2) ENTERING
JUDGMENT**

Date: May 9, 2024

Time: 8:30 a.m.

Dept.: 5

Judge: Hon. Jeffrey B. Jones

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1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2
3 Plaintiffs Unopposed Motion for Final Approval of (1) Class Action Settlement; (2)
4 Attorneys' Fees and Costs; and (3) Class Representative Enhancement, in the above-captioned
5 matter, came on for hearing before this Court on May 9, 2024 at 8:30 a.m.. On good cause shown,
6 and pursuant to the authority of California statutory and case law, this Court finds that the
7 settlement between Plaintiffs and Defendants was made in good faith and is fair, reasonable and
8 adequate. The Court grants the motion and enters judgment consistent with the following:

9 **IT IS HEREBY ORDERED THAT:**

- 10 1. Plaintiffs' Motion for Final Approval of (1) Class Action Settlement; (2) Attorneys' Fees and
11 Costs; and (3) Class Representative Enhancement Award, is hereby granted.
- 12 2. Pursuant to this Court's Preliminary Approval Order of January 22, 2024 the Notice of Class
13 Action Settlement (the "Class Notice") was sent to the Class, which was previously certified
14 in this Court's Preliminary Approval Order, in the manner specified by the parties Joint
15 Stipulation of Class & PAGA Action Settlement and Release ("Settlement Agreement."). The
16 Class Notice informed the Class of the terms of the Settlement, their right to receive their
17 proportional share of the Settlement by not opting out, their right to request exclusion, and
18 their right to object to the Settlement. Adequate periods of time were provided by each of
19 these procedures.
- 20 3. Out of a total of 2,287 Class Members who were sent notice, One (1) Class Member has
21 requested exclusion and "Opted-Out" of the settlement.
- 22 4. Zero (0) members of the Class objected to the Settlement.
- 23 5. The Court finds and determines that this notice procedure afforded adequate protections to
24 Class Members and fully and accurately informed the class of all material aspects of the
25 settlement. The Court finds the and determines that the notice provided in this case was the
26 best notice practicable, which satisfied the requirements of law and due process.

- 1 **6.** The Court further finds and determines that the terms of the Settlement are fair, reasonable and
2 adequate to the Class and to each Class Member. The Class Members who have not expressly
3 sent a request for exclusion (“Opt-Out”), will be bound by the Settlement. All PAGA
4 Members will be bound by the Settlement. The Settlement is ordered finally approved, and
5 that all terms and provisions of the Settlement should be and hereby are ordered to be
6 consummated.
- 7 **7.** The Court finds and determines that the Settlement sums to be paid to the Class Members as
8 provided for by the Settlement are fair and reasonable. The Court hereby gives final approval
9 to and orders the payment of those amounts be made to the Class Members in accordance with
10 the terms of the Settlement.
- 11 **8.** The Court finds the payment of \$112,500.00 (75% Share of \$150,000.00 allocation) to the
12 Labor and Workforce Development Agency (“LWDA”) in settlement of the LWDA’s share of
13 the penalties alleged by Plaintiff and compromised under the Settlement is fair and reasonable
- 14 **9.** The Court finds and determines that the Class Representative Enhancement Payments to
15 Plaintiffs Priscilla Lopez, Nickolas Ortiz, Julie Castillo, Tezsanique Hendrickson and
16 Samdeeshia Bell in the sum of \$10,000.00, each, in consideration for their service as the Class
17 Representatives, is fair and reasonable. The Court hereby gives final approval to and orders
18 that the payment of the Enhancement be paid as provided by the Settlement Agreement.
- 19 **10.** The Court finds and determines that the total payment to the Settlement Administrator, ILYM,
20 in the sum of \$21,000.00 for claims administration expenses in completing its duties pursuant
21 to the terms of the Settlement is fair and reasonable. The Court hereby gives final approval to
22 and orders that the payment of said amount be paid from the as provided for by the Settlement
23 Agreement.
- 24 **11.** The Court finds and determines that the payment of \$1,230,000.00 as Class Counsel’s
25 Attorney’s Fees and request for \$45,211.62 for costs of litigation, is fair and reasonable. The
26 Court hereby gives final approval to those total amount(s) and pursuant to the parties

1 agreement further orders that the total amounts be divided as follows: (1) \$410,000.00 in
2 attorney's fees and \$19,313.16 in costs be paid to the Sullivan Law Group, APC; (2)
3 \$410,000.00 in attorney's fees and \$16,059.78. in costs be paid to the Bibiyan Law Group,
4 P.C.; and (3) \$410,000.00 in attorney's fees and \$9,838.68 in costs be paid to the Colby Law
5 Firm, P.C.

6 **12.** All "Released Claims" against Defendants by the "Class Members"(as these terms are defined
7 the parties' Settlement Agreement) that have been, or might have been, asserted by any Class
8 Member who did not timely submit a Request for Exclusion, in accordance with the terms of
9 the Settlement Agreement, are hereby released, and all such Class Members shall be forever
10 barred from pursuing any of the Released Claims as set forth in the Settlement Agreement
11 against the Released Parties.

12 **13.** Accordingly, the Court enters this judgment consistent with the above and the parties'
13 Settlement Agreement.

14 **14.** Pursuant to California Rules of Court, rule 3.769(h), this Court retains jurisdiction over the
15 parties to enforce this judgment.

16
17 **IT IS SO ORDERED.**

18
19 Dated: _____

HON. JEFFREY B. JONES
JUDGE OF THE SUPERIOR COURT