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Attorneys for Plaintiff PRISCILLA LOPEZ, in a Representative capacity only, and on behalf of other members of the general public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF IMPERIAL

PRISCILLA LOPEZ, in a Representative capacity only, and on behalf of other members of the general public similarly situated

Plaintiff

v.

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

Defendants

CASE NO. ECU002060

**DECLARATION OF ERIC K. YAECKEL
IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 5, 2023

Time: 8:30 a.m.

Dept.: 7

Judge: Hon. Jeffrey B. Jones

1 I, Eric K. Yaeckel , hereby declare as follows:

2 1. I am an attorney licensed to practice law before this Court and am employed with the law firm
3 of Sullivan & Yaeckel Law Group, APC, attorneys of record for Plaintiff PRISCILLA
4 LOPEZ, in a Representative capacity only, and on behalf of other members of the general
5 public similarly situated, in the above-captioned matter. I make this declaration in support of
6 Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement.

7 2. I have personal knowledge of the facts set forth in this declaration and if called to testify as a
8 witness, I could and would do so.

9 **Background and Investigation**

10 3. On September 9, 2021, Plaintiff LOPEZ filed the Complaint in this matter. The original
11 Complaint alleged PAGA representative action claims only, under the California Labor code
12 involving, *inter alia*, (1) failure to pay minimum wages; (2) failure to pay proper overtime
13 compensation; (3) failure to provide meal breaks; (4) failure to provide rest breaks; (5) failure
14 to provide all gratuities owed; (6) failure to reimburse employees for necessary business
15 expenses; (7) failure to provide accurate itemized wage statements; and (8) failure to pay all
16 wages to upon termination.

17 4. On September 28, 2021, Plaintiff propounded discovery requests on Defendant. Through these
18 requests, Plaintiff sought, among other information and documents, the identities of putative
19 class members, Defendants' compensation policies, meal and rest period policies, employee
20 handbooks, wage statements, payroll records, time records, job descriptions, and
21 reimbursement policies.

22 5. On February 4, 2022, Plaintiff Julie Castillo filed her lawsuit entitled Castillo v. GEO Secure
23 Services, LLC, filed in Imperial County Superior Court, Case No. ECU002280 "Castillo Class
24 Action"). The Castillo Class Action was later removed to Federal Court in the Southern
25 District of California and was assigned Case No. 3:22-cv-00445-RSH-DDL. Plaintiff alleges
26 on behalf of a class (1) failure to pay overtime wages 2) failure to pay minimum wages, 3)
27 failure to provide meal periods, 4) failure to provide rest periods, 5) waiting time penalties, 6)
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1 wage statement penalties, 7) failure to indemnify business expenses, and 8) violations of
2 Business and Professions Code.

3 6. GEO provided discovery responses, documents, and objections to Plaintiff's requests. After
4 a lengthy meet and confer processes, GEO produced, *inter alia*, Plaintiff's time and wage
5 records, copies of the relevant employee handbooks, copies of all other relevant employee
6 policies, the contents of Plaintiff's employee file, Plaintiff's time records, and itemized wage
7 statements.

8 7. Defendant also propounded several sets of written discovery on Plaintiff. In total, it appears
9 there were at least 12 separate sets of written discovery exchanged between the parties.
10 Depositions of Defendant's "Persons Most Knowledgeable" and Plaintiff Castillo's deposition
11 were also taken during the course of this litigation.

12 8. Following further substantive exchanges of discovery, the parties agreed to explore resolution
13 of this matter. As part of the settlement discussions, GEO agreed to voluntarily produce and
14 verify thousands of pages of documents. The production included all relevant policies and
15 procedures. It also included large electronic sampling of other class members' time and wage
16 data.

17 9. Plaintiff also requested GEO provide additional informal discovery so that the parties could
18 experience a meaningful mediation. GEO provided informal discovery which consisted of,
19 *inter alia*, the number of current and former employees who worked under the GEO umbrella
20 during the limitations period, meal and rest period premiums paid, pay periods at issue, a
21 redacted sampling of employee time records and wage statements, as well as confirmation that
22 various policies and agreements were standard as to the class.

23 10. On August, 18, 2022, the Parties attempted a global mediation before the experienced "Wage
24 and Hour" mediator, Deborah Saxe, Esq. Prior to mediation, counsel for all parties agreed to
25 the informal exchange of information, and case theories and defenses pertinent to a class-wide
26 settlement. Prior to mediation, plaintiffs prepared and provided a detailed mediation brief and
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1 damage analysis. The mediation was not successful but the parties were better apprised of their
2 positions and case theories.

3 11. On December 21, 2022, the Parties attended a Mediation before experienced “Wage and Hour”
4 Mediator, Lisa Klerman, Esq. The case did not settle on this date.

5 12. On August 1, 2023, the Parties attended a full day mediation before the experienced “Wage
6 and Hour” mediator, Katherine J. Edwards, Esq. Prior to mediation, counsel for both parties
7 agreed to the informal exchange of information, and case theories and defenses pertinent to a
8 class-wide settlement. Prior to mediation, plaintiff prepared and provided a detailed mediation
9 brief.

10 13. On August 15, 2023, the parties agreed to a mediator's proposal which outlined some of the
11 key terms of the settlement. Negotiations over the final terms continued between the parties.

12 14. As of **October 2, 2023**, the parties agreed on all final terms of the settlement which was
13 memorialized in the Agreement, which is attached to this declaration as **Exhibit A**. Plaintiffs
14 now seeks the Court’s preliminary approval of the Agreement.

15 **Terms of the Agreement**

16 15. The parties agreed to use ILYM, as the “Settlement Administrator” for purposes of providing
17 the Notice to Settlement Class Members, issuing payments pursuant to the Agreement, and to
18 administer the claims. ILYM’s sole business has been the administration of class action
19 settlements and class action notices, an area in which it has extensive experience. ILYM has
20 submitted a quote to serve as administrator for a total amount of \$21,000. A true and correct
21 copy of the ILYM proposal is attached as **Exhibit B**.

22 16. Class Members will be entitled to an average share of approximately \$890.60. I calculated this
23 number by taking the total settlement amount, subtracting all contingent costs as proposed on
24 page one of the memorandum, and dividing by the estimate of 2,500 Class Members. This
25 estimate is based off GEO’s current records. However, it is an estimate only as the actual share
26 will depend on the amount of pay periods they were employed during the limitations period.

27 17. A true and correct copy of the parties agreed upon Class Notice is attached as **Exhibit C**.
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18. The Class Representative Enhancement Payment was part of good faith negotiations and is intended to recognize that it was the Class Representatives who initiated the various lawsuits, initiated the PAGA claims, provided critical documents and witnesses to his or her attorneys, and worked with his attorney to propound and prepare written discovery, all in an effort to obtain money allegedly owed not only to himself, but to thousands of other employees.

Claims Analysis and Potential Recovery

19. Each of the primary claims also had risks to maintaining class certification and a finding of liability. If Defendants' defenses were successful, the class would not receive anything. As is set forth below, this office submits that the most realistic "best case" scenario would be an total recovery of \$8,250,000 and average recovery per class member of approximately \$3,300.00, and a worst case scenario would be a recovery of \$0, by way of denial of class certification or defense verdict.

20. Given all the risks on each claim, the estimated **\$890.60** average recovery secured via this settlement is a reasonable compromise and is in the best interests of the class given all the risks of continued litigation.

Damage Calculations

21. The following estimated damage calculations were completed after review of the sampling of class member time and wage records, and after interviews with Plaintiff, and other class members. The breakdown of the damage and penalties calculation is as follows:

22. **Unpaid Compensation Violations:** Plaintiff conservatively estimates damages at 10 minutes of unpaid work per shift. Moreover 50.8% of shifts worked were over 8 hours. Thus, Defendants' exposure for unpaid overtime wages due to failure to track and pay for all time worked is \$4,444,906.40 (.17/hr x \$35.37/hr x 1.5 OT rate x 970,116 shifts x .508 shifts over 8 hrs). Defendants' exposure for unpaid minimum wages and corresponding liquidated damages is \$5,751,238.80 (.17 hr x \$35.44/hr x 2 liquidated damages x 970,116 shifts x .492 shifts under 8 hrs). Thus, Defendants' total exposure for failure to pay for time worked off-the-clock is **\$8,548,488.00**.

23. **Meal Period Policy Violations:** Time records produced informally by Defendants reveal large numbers of unique meal period violations, with an estimated 15,802 qualifying shifts reflecting meal periods recorded after the fifth hour, 34,842 qualifying shifts greater than 5 hours without a recorded first meal break, 5,457 qualifying shifts with breaks shorter than thirty (30) minutes in length and 103,987 qualifying shifts greater than 10 hours with no recorded 2nd meal breaks. Together, this amounts to 140,147 unique meal period violations. Thus, Defendants' liability for unpaid meal premiums, not including interest, is **\$4,966,809.68**. (140,147 unique meal period violations x \$35.37/hr.)
24. **Rest Period Policy Violations:** There were 964,967 shifts above 3.5 hours in length. Plaintiff thus calculates damages for rest break violations to be **\$34,130,882.80**. (964,967 rest break violations x \$35.37/hr.)
25. **Labor Code § 226 Penalties:** There were approximately 113,009 pay periods in the Wage Statement Period. Wage statement penalties are \$50 for the first pay period and \$100 for each pay period thereafter. Thus, Plaintiff calculates wage statement violations to amount to \$11,300,900.00. (113,009 pay periods x \$100 penalty.)
26. **Labor Code §2802 Penalties:** 113,009 (total number of pay periods) x **\$2.5** (estimated average amount of reimbursement due per employee) = **\$282,522.50**.
27. **Labor Code § 203 Penalties:** There were 973 separated employees in the Waiting Time Period. Thus, Plaintiff calculates waiting time penalties to equal \$8,879,072.58. (973 EEs x \$35.37/hr x 8.6 hrs x 30 days.)
28. **PAGA” Violations:** 6 (separate Labor Code violations based on the above claims) x 113,009 pay periods x \$100 per violation x 6 violations) = \$67,805,400.00
29. Based on the above, a best case recovery (which would be admittedly highly unlikely, given the factors set forth below) would be a total judgment of \$ 140,000,000 Million dollars.

Relevant Case Law Supports a Further Reduction on any Recovery

- 1 30. It is my opinion that it would be *highly* unlikely to ever be awarded any amount approaching
2 the maximum damages set forth above. To wit, the majority of the damages above are
3 “derivative” penalties under PAGA, Labor Code § 203 and Labor Code § 226.
- 4 31. Please see the analysis of the relevant case law cited in the memorandum (pp.11) which allows
5 significant mitigation of PAGA penalties, which prohibits stacking of multiple penalties for
6 the same underlying conduct and declines to automatically award §§ 203 and 226 penalties for
7 meal and rest break violations without a further evidentiary showing.
- 8 32. Our office believes a mitigation of the damages and potential PAGA penalties would be
9 warranted here. Defendants stepped up to discuss early resolution. Defendants also committed
10 to make changes to the challenged timekeeping and meal and rest period policies after
11 receiving notice of this lawsuit. Also, as in the *Carrington* case (which was handled by this
12 office), there is evidence that Defendant attempted to provide meal and rest periods *in practice*,
13 even where the breaks were missed. Given this, it is likely that any violations by Defendant
14 were not “willful.” Finally, given the defenses raised by Defendant to maintaining this matter
15 as a class or representative action, there was a significant risk that many of the claims would
16 not have even been able to survive to a trial.
- 17 33. As to the ex-employee claim pursuant to Labor Code § 203, the parties agree the failure to pay
18 “ex-employees” claim is derivative of the other claims. As Defendants are able to assert a
19 “good faith dispute” for withholding any unpaid wages, it would be difficult to establish any
20 liability for a “willful” failure to pay wages owed.
- 21 34. Given my experience, I believe it would be likely that PAGA penalties would be reduced to
22 approximately \$5 a violation, and the Court would decline to impose Labor Code § 203 and
23 Labor Code § 226 penalties. That alone would reduce the liability by approximately
24 \$85,000,000.00 down to \$55,000,000.00
- 25 35. After taking into account the Discount Factors, Plaintiff's Counsel determined that it would
26 be reasonable to settle for a fraction of Defendant's maximum potential exposure for the class
27 claims, or approximately 15%, which is essentially the product of the probability of: (i)
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certification being granted on all claims (55%); (ii) prevailing on summary judgment/motions in limine/renewed motions to deny certification on all claims (? 55%); (iii) prevailing at trial on all of Plaintiff's claims (50%); i.e., $55\% \times 55\% \times 50\%$.)

36. This discount would make the maximum best case recover approximately \$8,250,000.00.

37. Such a discount is inherently reasonable given that Plaintiff would have had to overcome multiple, dependent contingencies to prevail on his claims. If anything, the projected odds for each of the above contingencies is generous to the class' position, since plaintiffs in employment cases rarely prevail on all of the claims at any of these dispositive stages. Courts routinely approve settlements that provide a similar discounted range of the maximum potential recovery. Given all the risks on each claim, Plaintiffs counsel all agree the estimated average recovery secured via this settlement is a reasonable compromise and is in the best interests of the class given all the risks of continued litigation.

Analysis of Risk on Each Potential Claim

38. Plaintiff's unpaid wages (and unpaid overtime) claims were based on the allegation that employees were performing unpaid work (1) due to the GEO standard timekeeping system which "rounded" employee time entries, and (2) caused other losses due to certain alleged "transitional math errors" caused by the payroll system. Plaintiff alleged this resulted in regular time and overtime pay being owed where Defendants were on notice of work being performed without pay. Defendants argued that rounding of total hours worked has been recognized under California law. Defendants also denied that any unpaid work occurred, and even if some did occur, GEO claimed it was not on notice of these alleged Labor Code violations and had a strict written prohibition against off-the-clock work and a mandate that all time worked must be accurately recorded. GEO asserted proof of these alleged violations would require individualized inquiries, which could make any PAGA claims unmanageable.

39. As to meal and rest period claims, Plaintiff was able to identify hundreds of examples of "missing," and "late," Meal Periods, without the provision of a Meal Period Penalty payment. However, Defendant argued that these records do not conclusively show whether (1) GEO

1 actually failed to provide the meal period, (2) there was a voluntary waiver, (3) employees
2 forgot to clock out, (4) employees voluntarily chose to skip or take them late even though they
3 were provided or (5) whether the individual was working on a federal enclave and therefore
4 lacked standing to bring a Meal and Rest period claim. Defendant further argued that evidence
5 existed that rebutted any presumption that the same records could be used as a basis for
6 determining liability. Additionally, in light of the written Meal and Rest Period policy, GEO
7 contended there was no uniform policy or practice of denying Meal and Rest Periods, requiring
8 individualized inquiries that would make any PAGA claims unmanageable. Additionally, in
9 light of GEO's written meal period policy and the wide variations in alleged violations,
10 Defendant contended there was no uniform policy or practice, requiring individualized
11 inquiries that would make any PAGA claims unmanageable.

12 40. Plaintiff alleges that the rest period policy lacks the required statutory language. Plaintiff also
13 alleged the Defendant's written policies improperly restricted class members from leaving the
14 premises during their rest breaks among other deficiencies. Defendants pointed out that they
15 provided for adequate breaks and argued that witness testimony would demonstrate that in
16 practice, no restriction on rest breaks were ever enforced. Defendants also contended
17 individualized inquiries will abound as to why individual employees may have failed to take
18 appropriate Meal or Rest Periods. Class certification was also denied as to Plaintiff's proposed
19 Rest Period subclass.

20 41. As to the wage statement claims, Plaintiff acknowledges that these claims are largely
21 derivative, in that both the gross and net wages could be found to be inaccurate, due to the
22 above-referenced claims. GEO argued that the failure to list gross and net wages are derivative
23 of other claims that may ultimately fail and as a result there is no "knowing and intentional
24 failure" to list information, which triggers liability under Labor Code §226(e). Defendant (as
25 with the underlying Meal and Rest Period claims) maintained individualized inquiries would
26 abound as to why breaks were missed and whether Meal Period Premiums should have been
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1 paid in the first place, requiring individualized inquiries that would make any PAGA claims
2 unmanageable.

3 42. The California Supreme Court has recently held that the failure to pay meal and rest period
4 premiums *may* give rise to a claim for inaccurate wage statements (or waiting time penalties).
5 However, such derivative liability is not automatic and the Plaintiff still must show a “knowing
6 and intentional” or “wilful” failure to comply with the Labor Code. See *Naranjo v. Spectrum*
7 *Security Services, Inc.* (2022) 13 Cal.5th 93,109. Defendants (as with the underlying meal and
8 rest period claims) maintained individualized inquiries would abound as to why breaks were
9 missed and whether meal and rest period premiums should have been paid, requiring
10 individualized inquiries that would make any PAGA claims unmanageable.

11 43. Plaintiff contend that GEO violated Labor Code section 2802 by failing to reimburse its
12 employees for certain costs, including cellular phone costs, work supplies and mileage. GEO
13 countered that it has a comprehensive written policy for expense reimbursements in its
14 employee handbook.

15 44. Based on all of the above, my experience, and all the information within the moving papers,
16 I submit that this proposed Settlement is fair, adequate and reasonable. I also submit it is well
17 within the accepted range of recoveries for similar wage and hour class actions.

18 **Certification of the Proposed Settlement Class is Appropriate**

19 45. The Court has already conducted a merits hearing on the class certification issue and certified
20 a class as to the claims described above. The proposed settlement class is made up of the exact
21 same individuals who were part of the previously certified class. Accordingly, the certification
22 of this settlement class remains proper and Plaintiffs incorporate all arguments in the prior
23 certification motion again herein.

24 **Preliminary Approval of the Class Action Settlement Is Proper**

25 46. When negotiating the Settlement, both sides took into account the strengths and weaknesses
26 of their opponent’s positions as pointed out by mediator Steve Serratore, the data available to
27 evaluate liability and damages, the lack of data or evidence on certain issues, and the
28

substantial and evolving law applicable to the merits of the claims. The Agreement was only agreed to after extensive arms-length negotiations resulting in a unique compromise that permits all parties to move forward and bring this action to close. Despite a mutual desire to resolve this action, the negotiations remained at all times adversarial.

47. I believe this settlement is in the best interest of the class as it provides **(1)** a guaranteed favorable result; **(2)** guaranteed monetary recovery over a reasonably short period of time, as opposed to possibly waiting additional years for a potentially worse result; and **(3)** significant savings in attorneys' fees and costs, which would have increased had the case progressed through trial and possible appeals.

48. Without entering into the Agreement, there existed a significant chance that Defendants would prevail on the merits of some or all claims and that Class Members would receive nothing. Through the Agreement, participating Class Members receive guaranteed cash, and this action has also been the catalyst for programmatic relief.

49. If the litigation were to proceed in lieu of settlement, additional and substantial attorneys fees and costs, expert witnesses fees would quickly accumulate. Given the numerous claims being litigated, the parties may be required to hire multiple experts each (as many as 8 total). This would result in not only the production of eight expert reports, but eight depositions as well. And, based on previous discussions between counsel regarding the remaining claims (including the PAGA claims), I anticipated at least one motion to compel, and two dueling motions for summary judgment / adjudication (one from each side).

50. Importantly, even after engaging in all of the potential continued and protracted litigation set forth above, the putative class would continue to have no guarantee of success on any of the claims advanced in this case. Thus, the parties and their counsel believe in good faith that the proposed resolution is a fair, reasonable, and adequate compromise.

51. Plaintiff's counsel has also interviewed several Class Members in the course of investigating and litigating this matter. Counsel has also reviewed hundreds of pages of documents produced by Defendants, Plaintiffs, and Class Members. This information, along with documents and

1 information obtained through formal discovery and from Class Members, allowed Plaintiff's
2 counsel to prepare a detailed Mediation Brief. The Brief was provided to opposing counsel and
3 contained a breakdown of potential damages based on all of the information obtained from all
4 Parties. GEO also provided a detailed mediation brief, outlining its defenses to both class
5 certification and liability.

6 52. Class Counsel has considerable experience in wage and hour and class action litigation.
7 William Sullivan has over 29 years of experience, 28 years of which has been devoted to both
8 prosecuting and defending class action litigation. Mr. Yaeckel has over 11 years of experience
9 in "class litigation."

10 53. Based on this experience, and all other relevant factors addressed above, our firm believes the
11 Agreement to represent a fair, adequate and reasonable settlement that is well within the
12 accepted range of recoveries for similar wage and hour class actions. We further believe the
13 Agreement is in the best interests of the Settlement Class Members.

14 54. Based on this experience, we also believe the \$112,500 allocation towards the PAGA claims
15 is a fair, reasonable, and adequate allocation, especially given the risks of mitigation identified
16 above.

17 55. Prior to preliminary approval, what can be said of the reaction the class members is limited.
18 However, our office has spoken to some Class Members since the parties reached a proposed
19 settlement agreement, and all were in favor of the settlement.

20
21 I declare under penalty of perjury under the laws of the State of California that the foregoing
22 is true and correct. Executed this 12th day of December, 2023.

23
24 _____
Eric K. Yaeckel

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Stipulation of Settlement ("Settlement Agreement") is reached by and between Plaintiffs TEZSANIQUE HENDRICKSON, SAMDEESHIA BELL, PRISCILLA LOPEZ, NICKOLAS ORTIZ, and JULIE CASTILLO (collectively hereinafter "Plaintiffs"), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and GEO SECURE SERVICES, LLC (hereinafter "Defendant"), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the "Parties." Plaintiffs and the Settlement Classes are represented by Aaron Colby and Zoe Yuzna of Colby Law Firm, PC, Eric Yaeckel of Sullivan & Yaeckel Law Group APC, and David Bibiyan of Bibiyan Law Group, P.C. ("Class Counsel"). Defendant are represented by Damien P. DeLaney, Jason M. Yang, and Rukayat O. Salaam of Akerman LLP ("Defendant's Counsel").

The Parties hereby agree to the following Settlement, which if approved by the Court resolves the following pending cases (collectively the "Actions" or "Lawsuits"):

1. *Tezsanique Hendrickson v. GEO Secure Services, LLC*, San Bernardino Superior Court of California, Case No. CIVSB2118376
2. *Samdeeshia Bell v. GEO Secure Services, LLC*, United States District Court for the Central District of California, Case No. 5:21-CV-01927-JGB-KK
3. *Priscilla Lopez v. GEO Secure Services, LLC*, Imperial County Superior Court, Case No. ECU002060
4. *Nickolas Ortiz v. The GEO Group Inc., dba GEO California, Inc.; GEO Secure Services*, Kern County Superior Court, Case No. BCV-21-102469
5. *Julie Castillo v. GEO Secure Services, LLC*, United States District Court for the Southern District of California, Case No. 22-CV-RSH-DDL

On August 1, 2023, the Parties attended mediation with Katherine J. Edwards, Esq., an experienced and respected mediator of wage and hour class actions. After the mediation, each side, represented by its respective counsel, was able to agree to settle the Lawsuits.

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Lawsuit of Plaintiffs or the Settlement Class have merit or that Defendant bears any liability to Plaintiffs or the Settlement Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions.

Plaintiffs bring their claims in five separate Complaints. The parties agree that the Complaints together encompass the following causes of action:

1. Failure to pay overtime wages
2. Failure to pay minimum wages
3. Failure to provide meal periods
4. Failure to provide rest periods
5. Waiting time penalties under Labor Code section 203
6. Wage statement violations under Labor Code section 226
7. Failure to reimburse reasonable business expenses under Labor Code section 2802
8. Failure to pay all earned and accrued vacation time in violation of Labor Code section 227.3
9. Violation of the Unfair Competition Law, Cal. Bus. and Prof. Code section 17200
10. Civil penalties under the Private Attorneys General Act (PAGA), Labor Code section 2699

Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiffs and Defendant agree as follows:

1. For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the certification of the following Settlement Classes:

- All persons who were employed by GEO Secure Services, LLC as a non-exempt employee in California at any time from April 11, 2020 through September 30, 2023 (the "Class"); and
- All persons who were employed by GEO Secure Services, LLC as non-exempt employees in California at any time between April 12, 2020 through September 30, 2023 ("PAGA Class")

The time period of April 11, 2020 through September 30, 2023 shall be referred to herein as the "Class Period."

The time period of April 12, 2020 through September 30, 2023 shall be referred to herein as the "PAGA Period."

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any

reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** Plaintiffs and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the “Released Parties”), as follows:

- A. Settlement Class members will release all claims, demands, rights, liabilities and causes of action that were pled in the operative Complaints (or will be pled in any future amended complaint as set forth herein), or which could have been pled in any of the Complaints filed or to be filed based on the factual allegations therein, that arose during the Class Period (“Released Claims”) with respect to the following claims: (a) failure to pay overtime wages; (b) failure to pay minimum wages; (c) failure to provide meal periods; (d) failure to provide rest periods; (e) waiting time penalties; (f) wage statement penalties; (g) failure to timely pay wages; (h) failure to reimburse business expenses; (i) failure to pay accrued unused vacation pay; (j) unfair competition; and (k) all claims alleged under the California Labor Code Private Attorneys General Act of 2004, or that could have been premised on the facts, claims, causes of action or legal theories described above.
- B. In light of their Class Representative Service Award and other consideration given, Plaintiffs TEZSANIQUE HENDRICKSON, SAMDEESHIA BELL, PRISCILLA LOPEZ, NICKOLAS ORTIZ, and JULIE CASTILLO agree to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal, state or local law against the Released Parties. The Parties understand and agree that Plaintiffs are not, by way of this release, releasing any workers’ compensation claims nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiffs TEZSANIQUE HENDRICKSON, SAMDEESHIA BELL, PRISCILLA LOPEZ, NICKOLAS ORTIZ, and JULIE CASTILLO understand that this release includes unknown claims and that they, as a result, waive all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

- C. Plaintiffs TEZSANIQUE HENDRICKSON, SAMDEESHIA BELL, PRISCILLA LOPEZ, NICKOLAS ORTIZ, and JULIE CASTILLO further agree to withdraw and any all objections and withdrawing any pending or contemplated Motion(s) to Intervene in the settlement of the class and collective action entitled **Daniel Perez**

v. The Geo Group, Inc., et al., Superior Court of the State of California County of San Diego Case No. 37-2022-00000670-CU-OE-CTL, as well as any and all pending appeals in relation to any Motion(s) to Intervene.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay the “Gross Settlement Amount” of Three Million Six Hundred and Ninety-Thousand Dollars and Zero Cents (\$3,690,000.00) in full and complete settlement of the Lawsuit, as follows:

- A. The Parties have agreed to engage a mutually-agreed upon third-party settlement administrator as the “Claims Administrator” or “Settlement Administrator” to administer this Settlement.
- B. With the exception of the Claims Administrator’s fees, if otherwise required by the Claims Administrator, the Gross Settlement Amount shall be deposited with the Claims Administrator within thirty (30) calendar days of **the Effective Date** (which, for this purpose, shall be defined as the date on which the Court enters an Order granting Final Approval of the Settlement Agreement or, solely in the event that there are any objections to the Settlement Agreement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.
- C. This is a non-reversionary settlement that includes all payments contemplated in this resolution, which consist of the following:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Claims Administrator and settlement administration to be mutually agreed upon by the parties;
 - (3) Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) each for Plaintiffs Tezsanique Hendrickson, Samdeeshia Bell, Priscilla Lopez, Nickolas Ortiz, and Julie Castillo Representative Service Award, in recognition of their contributions to the Lawsuit and their service to the Settlement Class (the “Class Representative Service Awards”). Even in the event that the Court reduces or does not approve the requested Class Representative Service Awards, Plaintiffs shall not have the right to revoke this Settlement Agreement, and it will remain binding. If the Court approves Class Representative Service Awards of less than that requested for each of the Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Settlement Class members. Plaintiffs acknowledge that they are fully and solely responsible for the taxes due on their Class Representative Service Payments;

- (4) Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees, which, are currently estimated to be One Million Two Hundred Thirty Thousand Dollars and Zero Cents (\$1,230,000.00) ("Class Counsel Fees Payment"), and all expenses incurred as documented in Class Counsel's billing records and supporting declaration, which are currently estimated to be no greater than Fifty Thousand Dollars (\$50,000.00) ("Class Counsel Litigation Expenses Payment"). In the event that the Court reduces or does not approve the requested Class Counsel Fees Payment or the Class Counsel Litigation Expenses Payment, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding. If the Court approves a Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment less than the above amount, the remainder will be retained in the Net Settlement Amount for distribution to Participating Settlement Class members; and
- (5) One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties (the "PAGA Payment"). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or One Hundred Twelve Thousand Five Hundred Dollars and Zero Cents (\$112,500.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Thirty Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), will be payable to certain Settlement Class members as the "PAGA Amount" and will be distributed as described below.

- D. The Gross Settlement Amount is the maximum total amount that Defendant is obligated to pay under the terms of this Agreement, *except that* Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Award") from the Settlement. Individual Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Class Representative Service Awards, the Settlement Administration Expenses, and the amount designated as PAGA civil penalties payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."

- B. From the Net Settlement Amount, the Claims Administrator will calculate each Settlement Class member's Individual Settlement Award based on the following formula:
- a. The Net Settlement Amount shall be allocated to Settlement Class members who worked during the Class Period, as follows: each Settlement Class member shall receive a proportionate settlement share that will be calculated by (1) dividing the Net Settlement Amount by the total number of workweeks worked by all members of the Settlement Class, and (2) multiplying the result by the number of workweeks worked by each individual member of the Settlement Class during the Class Period.
 - b. In addition, the PAGA Amount will be allocated as follows: each Class Member who worked for Defendant during the PAGA Period shall receive a portion of the PAGA Amount proportionate to the number of workweeks worked, calculated by (1) dividing the PAGA Amount by the total number of workweeks worked by all Class Members during the PAGA Period, and (2) multiplying the result by the number of workweeks worked by each Class Member during the PAGA Period.
- C. Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Claims Administrator, the Claims Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Claims Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members, as well as payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Class Representative Service Awards, and the PAGA Payment in accordance with this Agreement. The Claims Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.
- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Eighty Percent (80%) as penalties and interest; and Twenty Percent (20%) as wages. The Claims Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- E. Defendant shall fully discharge its obligations to those Settlement Class members to whom it will pay, through the Settlement Administrator, an Individual Settlement Award through the mailing of a Settlement check, regardless of whether such checks are actually received and/or negotiated by Settlement Class members.

- F. Each member of the Settlement Class who receives an Individual Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to Settlement Class members whose checks were not cashed or otherwise negotiated within 180 days after mailing will escheat to the California State Controller's Office to be held as "Unclaimed Property" under the unclaimed property laws in the name of the Settlement Class members.
- G. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Claims Administrator.
- H. Non-Participating Settlement Class members will receive no settlement share, and their request to be excluded in the settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Settlement Class members.

5. **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.** Class Counsel will request a total award of attorneys' fees of one-third of the Gross Settlement Amount, which is currently estimated to be \$1,230,000. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$50,000.00 from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the award allowed by the Court for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

6. **Class Representative Service Awards.** Plaintiffs will also request Class Representative Service Awards of up to \$10,000.00 for Class/PAGA Representatives Tezsanique Hendrickson, Samdeeshia Bell, Priscilla Lopez, Nickolas Ortiz, and Julie Castillo for their time and risk in prosecuting this Lawsuit, and their service to the Settlement Class. These awards will be in addition to Plaintiffs' Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Service Award, Plaintiffs shall not have the right to revoke this Settlement, and it will remain binding.

7. **Claims Administrator.** The Parties agree to the appointment of a third-party Claims Administrator. Defendant will not object to Plaintiffs' seeking permission to pay for the Settlement Administration Expenses subject to proof in a declaration from the Settlement Administrator. The Settlement Administrator's duties will include preparing, printing, translating, and mailing the Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Notice Packets; re-mailing Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone

number to receive calls from Class Members; receiving and reviewing for validity completed Request for Exclusion; providing the Parties with weekly status reports about the delivery of Notice Packets and receipt of completed Request for Exclusion; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Settlement Class Member's settlement share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Notice Packet, will be paid out of the Gross Settlement Amount. The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1. The Claims Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Individual Settlement Awards have been mailed to all participating Settlement Class members.

8. **Consolidated Action.** Plaintiffs agree that within 14 days of the execution of this Settlement Agreement to prepare a consolidated complaint in the Lopez Action that will combine each and every factual allegation and cause of action from their various separate complaints (the "Consolidated Action") and Defendant agrees to stipulate to the filing of the consolidated complaint. The parties agree that Defendant's answer on file in the Lopez Action shall be deemed to answer the Consolidated Action and that Defendant need not file a new answer. Plaintiffs agree further to conduct all further proceedings in the Consolidated Action, including without limitation the filing of the motions for preliminary approval and the motion for final approval.

9. **Preliminary Approval.**

A. Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

- (1) Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- (2) Appointing Aaron Colby and Zoe Yuzna of Colby Law Firm, PC, Eric Yaeckel of Sullivan & Yaeckel Law Group APC, and David Bibiyan of Bibiyan Law Group, P.C. as Class Counsel;
- (3) Appointing Tezsanique Hendrickson, Samdeeshia Bell, Priscilla Lopez, Nickolas Ortiz, and Julie Castillo as Class Representatives for the Settlement Class;
- (4) Approving the Agreed Upon Settlement Administrator;

- (5) Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
 - (6) Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Settlement Award, drafts of which are attached hereto as Exhibits A and B, respectively), and directing the mailing of same;
 - (7) Approving all uncashed checks being sent to the California State Controller's Office to be held as "Unclaimed Property" under the unclaimed property laws in the name of the Settlement Class members; and
 - (8) Scheduling a Final Approval hearing.
- B. Any disagreement among the parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator, Katherine J. Edwards, Esq., for resolution.
- C. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement.
- D. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Settlement Class members or the binding effect of the Settlement on Participating Settlement Class members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.
- E. **Waiver of Right to Appeal.** Provided that the Court's Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any postjudgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. However, Plaintiffs shall retain the right to appeal any reduction of the Plaintiffs service awards, or award of attorneys' fees and costs. The Judgment therefore will become nonappealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
- F. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material

modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Settlement Class members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen (14) days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Awards, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within thirty (30) calendar days after entry of an order preliminarily approving this Settlement, Defendant will provide the Claims Administrator with the names, last known addresses, phone numbers, social security numbers (to the extent available), the dates of employment, whether the employee is/was a Misclassified Worker or W-2 Worker, and the number of Workweeks worked by each Settlement Class member while employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Claims Administrator in an electronic format satisfactory to the Claims Administrator. If any of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and Defendant will make reasonable efforts to reconstruct the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in this Agreement, or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel.
- B. Within ten (10) business days from receipt of this information, the Claims Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. If a Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than fourteen (14) days from receipt of the returned packet, search for a more current address for the Class Member and

re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- D. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Requests for Exclusion it receives (including the numbers of valid and deficient), and number of objections received.
- E. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not meet all the requirements of (1)-(4), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. A Settlement Class Member who does not complete and mail a timely Request for Exclusion in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Settlement Class Member and will be

bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit a Request for Exclusion shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

- F. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Notwithstanding the foregoing, any Participating Settlement Class Member may appear at the Final Approval Hearing to be heard on any objections to the Settlement even if they have not submitted a written objection as set forth in this paragraph.
- G. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the estimated amount of the Settlement Class member's Individual Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Individual Settlement Award, including the Settlement Class member's number of Workweeks worked during the Class Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Claims Administrator and postmarked by the Response Deadline. If there is a dispute, the Claims Administrator will consult with the Parties to determine whether an adjustment is warranted. The Claims Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement. The Claims Administrator's determination of the eligibility for and amount of any Individual Settlement Award shall be binding upon the Settlement Class member and the Parties.
- H. Any Notice Packets returned to the Claims Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Claims Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an

updated mailing address is identified, the Claims Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Claims Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Claims Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Claims Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

- I. Not later than ten (10) calendar days after the deadline for submission of Requests for Exclusion, the Settlement Administration will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Participating Settlement Class members and all Non-Participating Settlement Class members.
- J. Not later than ten (10) calendar days before the date by which the Plaintiffs file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Requests for Exclusion it received (including the numbers of valid and deficient Requests) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

10. Final Approval.

- A. Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:
 - a. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
 - b. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Service Award, and settlement administration costs; and
 - c. Entering judgment pursuant to California Rule of Court 3.769.
- B. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Expenses Payment, and the Class

Representative Service Awards no later than the date Plaintiffs file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.

- C. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses.
- D. If any opposition is filed to the motion for final approval, the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Awards, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both parties may file a reply in support of the motion for final approval, and Plaintiffs and Class Counsel may also file a reply in support of their motion for the Class Representative Service Awards, the Class Counsel Fees Payment, and Class Counsel Litigation Expenses Payment.
- E. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Settlement Class members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Service Awards, the Class Counsel Fees Payments, or Class Counsel Litigation Expenses Payment will not constitute a material modification to the Settlement within the meaning of this paragraph.

11. Defendant's Option To Void Settlement. Notwithstanding any other provision of this Settlement Agreement, Defendant shall retain the right, in the exercise of its sole discretion, to nullify this settlement if the number of class members requesting exclusion exceeds Ten Percent (10%) of the Settlement class or Ten Percent 10% of the relevant workweeks. Defendant must exercise its right of rescission, in writing, to the Court and Class Counsel, within ten (10) business days after the Claims Administrator notifies the Parties of the total number of Requests for Exclusion received by the Response Deadline. If Defendant exercises its option to rescind, Defendant shall be solely responsible for the initial payment to the Claims Administrator of all costs of the Claims Administration, including any re-notice to the Class as ordered by the Court, but such initial payment shall be treated as a taxable cost in the event that this case is ultimately litigated and Defendant prevails in a manner permitting an award of costs per applicable statute(s) and/or procedural rule(s). If Defendant exercises its option to rescind the Settlement under this paragraph all Lawsuits taken in furtherance of the Settlement will be null and void. Neither side shall encourage any Class Member to opt out.

12. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO

BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT

13. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

14. **Non-disclosure and Non-publication.** Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other Lawsuits, Class Counsel may disclose the names of the Parties in this Lawsuit, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel.

15. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

16. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiffs: Aaron Colby and Zoe Yuzna of Colby Law Firm, PC, 13263 Ventura Blvd Suite 203, Studio City, CA 91604; aaron@colbylegal.com and zoe@colbylegal.com

Eric Yaeckel of Sullivan & Yaeckel Law Group APC, 2330 3rd Ave, San Diego, CA 92101; yaeckel@sullivanlawgroupapc.com

David Bibiyan of Bibiyan Law Group, P.C. 8484 Wilshire Blvd #500, Beverly Hills, CA 90211; david@tomorrowlaw.com

if to Defendant: Damien P. DeLaney, Jason M. Yang, and Rukayat O. Salaam of Akerman LLP; 601 West Fifth Street, Suite 300, Los Angeles, California 90071; damien.delaney@akerman.com, jason.yang@akerman.com, and rukayat.salaam@akerman.com.

17. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

18. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

19. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

20. **Continuing Jurisdiction.** The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

21. **Public Comment.** Plaintiffs and Plaintiff's counsel agree not to engage in any conduct or communications that are designed to disparage or have the effect of disparaging Defendants. Plaintiffs and Class Counsel further agree not to disclose or publicize this settlement, including the fact of the settlement, its terms or contents, and the negotiations underlying the settlement, in any manner or form, directly or indirectly, to any person or entity, except potential class members and as shall be contractually required to effectuate the terms of the settlement. For the avoidance of doubt, this section means Plaintiffs and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the settlement, including the fact of the settlement, its terms or contents and the negotiations underlying the settlement, except as shall be contractually required to effectuate the terms of the settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in

other actions, Class Counsel may disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes.

DATED: 10-5-23

GEO SECURE SERVICES, LLC

By:



James Bryan
Executive Vice President, Corporate
Counsel
The GEO Group

DATED:

PLAINTIFF TEZSANIQUE HENDRICKSON

By:

Plaintiff and Settlement/PAGA Class
Representative

DATED:

PLAINTIFF SAMDEESHIA BELL

By:

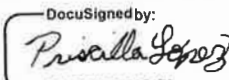
Plaintiff and Settlement/PAGA Class
Representative

DATED:

11/21/2023

PLAINTIFF PRISCILLA LOPEZ

DocuSigned by:



By:

301667500326476
Plaintiff and Settlement/PAGA Class
Representative

DATED:

PLAINTIFF NICKOLAS ORTIZ

By:

Plaintiff and Settlement/PAGA Class
Representative

other actions, Class Counsel may disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes.

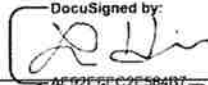
DATED:

GEO SECURE SERVICES, LLC

By: _____
James Bryan
Executive Vice President, Corporate
Counsel
The GEO Group

DATED: 10/5/2023

PLAINTIFF TEZSANIQUE HENDRICKSON

By:  _____
Plaintiff and Settlement/PAGA Class
Representative

DATED:

PLAINTIFF SAMDEESHIA BELL

By: _____
Plaintiff and Settlement/PAGA Class
Representative

DATED:

PLAINTIFF PRISCILLA LOPEZ

By: _____
Plaintiff and Settlement/PAGA Class
Representative

DATED:

PLAINTIFF NICKOLAS ORTIZ

By: _____
Plaintiff and Settlement/PAGA Class
Representative

other actions, Class Counsel may disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes.

DATED:

GEO SECURE SERVICES, LLC

By: _____
James Bryan
Executive Vice President, Corporate
Counsel
The GEO Group

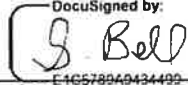
DATED:

PLAINTIFF TEZSANIQUE HENDRICKSON

By: _____
Plaintiff and Settlement/PAGA Class
Representative

DATED: 10/5/2023

PLAINTIFF SAMDEESHIA BELL

By: _____
DocuSigned by:

E:1C5789A9434492
Plaintiff and Settlement/PAGA Class
Representative

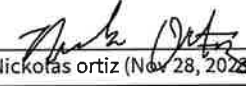
DATED:

PLAINTIFF PRISCILLA LOPEZ

By: _____
Plaintiff and Settlement/PAGA Class
Representative

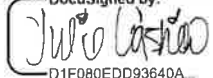
DATED:

Nov 28, 2023

By: _____
PLAINTIFF NICKOLAS ORTIZ

Nickolas ortiz (Nov 28, 2023 14:18 PST)
Plaintiff and Settlement/PAGA Class
Representative

DATED: 10/20/2023

PLAINTIFF JULIE CASTILLO

By: 
D1F080EDD93640A...
Plaintiff and Settlement/PAGA Class
Representative

APPROVED AS TO FORM:

DATED:

THE COLBY LAW FIRM, PC

By: _____
Aaron Colby
Zoe Yuzna
Attorneys for Plaintiffs TEZSANIQUE
HENDRICKSON and SAMDEESHIA BELL

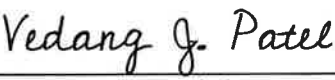
DATED: 11/21/23

SULLIVAN & YAECKEL LAW GROUP APC

By: 
Eric Yaeckel
Attorneys for Plaintiffs PRISCILLA LOPEZ
and JULIE CASTILLO

DATED: 11/28/23

BIBIYAN LAW GROUP, P.C.

By: 
David Bibiyan ; Vedang J. Patel
Attorneys for Plaintiff NICKOLAS ORTIZ

DATED: 10/5/2023

AKERMAN LLP

By: 
Damien P. DeLaney
Jason M. Yang
Rukayat O. Salaam
Attorneys for Defendant
GEO SECURE SERVICES, LLC

DATED:

PLAINTIFF JULIE CASTILLO

By: _____
Plaintiff and Settlement/PAGA Class
Representative

APPROVED AS TO FORM:

DATED: October 5, 2023

THE COLBY LAW FIRM, PC

By:  _____
Aaron Colby
Zoe Yuzna
Attorneys for Plaintiffs TEZSANIQUE
HENDRICKSON and SAMDEESHIA BELL

DATED:

SULLIVAN & YAECKEL LAW GROUP APC

By: _____
Eric Yaeckel
Attorneys for Plaintiffs PRISCILLA LOPEZ
and JULIE CASTILLO

DATED:

BIBIYAN LAW GROUP, P.C.

By: _____
David Bibiyan
Attorneys for Plaintiff NICKOLAS ORTIZ

DATED:

AKERMAN LLP

By: _____
Damien P. DeLaney
Jason M. Yang
Rukayat O. Salaam
Attorneys for Defendant
GEO SECURE SERVICES, LLC

EXHIBIT B

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Lopez v. GEO Secure Services

Wednesday, October 4, 2023

Requesting Attorneys Name:	Damien DeLaney
E-Mail	damien.delaney@akerman.com
ILYM Contact	Lisa Mullins
E-Mail	Lisa@ilymgroup.com
Contact Number	714.878.8836

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	2,500
Estimated Mail Returned as Undeliverable	20%
NCOA	Yes
ILYM Group Static Website	Yes

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	5	\$750.00
Programming of Class Database	Hourly	\$175.00	5	\$875.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$1,625.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	8	\$960.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	5	\$350.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	5	\$350.00
Report Processing	Hourly	\$70.00	8	\$560.00
NCOA	Flat Rate	\$350.00	1	\$350.00
Toll Free Customer Service Representative	Flat Fee	\$375.00	1	\$375.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$3,695.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.50	2,500	\$3,750.00
USPS First Class Postage	Per Piece	\$0.63	2,500	\$1,575.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	500	\$1,000.00
Storage, Photocopies, Deliveries	Flat Fee	\$320.00	1	\$320.00

Subtotal **\$6,645.00**

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	10	\$1,500.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	10	\$1,250.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	2,500	\$2,500.00
USPS First Class Postage	Per Piece	\$0.63	2,500	\$1,575.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	250	\$375.00
Preparation of Taxes	Hourly	\$120.00	8	\$960.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal **\$9,660.00**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	3	\$300.00
Project Manager Final Reporting	Hourly	\$120.00	5	\$600.00
Process Uncashed Funds	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	3	\$375.00

Subtotal **\$2,025.00**

Total Case Estimate: **\$23,650.00**

Discounted Price: **\$21,000.00**

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT C

Lopez v. GEO Secure Services, LLC, et al.
Superior Court of California, County of Imperial, Case No. ECU002060

PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT.

The Court authorized this notice. This is not a solicitation from a lawyer.

A proposed class action settlement (“Settlement”) has been reached between the Parties in the above-entitled action and preliminarily approved by the Court as described below. You have received this notice because GEO Secure Services’ (“GSS”) records indicate that you are a current or former non-exempt employee of GEO Secure Services, LLC who worked in the State of California as a non-exempt employee from any time between April 11, 2020 and September 30, 2023 (the “Class”).

Dear [CLASS MEMBER NAME]:

You are eligible to receive an Individual Settlement Amount, estimated to be approximately \$ [REDACTED].

This settlement relates only to the time period April 11, 2020 – September 30, 2023 (the “Class Period”), the qualifying time period for this Settlement, and may not reflect all of your employment dates with GSS.

1. WHY SHOULD I READ THIS NOTICE?

You should read this notice because you may be entitled to payment from the Settlement in the above-entitled action and because your legal rights may be affected even if you do nothing. The Plaintiffs and GSS have entered into a Joint Stipulation of Settlement and Release (“Settlement Agreement”) that will, if finally approved by the Court, fully resolve the claims alleged against GSS in this case, as described in Section 2. The Settlement Agreement sets forth the details of the settlement. You may obtain a copy of the Settlement Agreement from either the Claims Administrator or Class Counsel. The proposed Settlement Agreement has been submitted to the Court, and has been preliminarily approved for settlement purposes. The Court also preliminarily appointed Plaintiffs as representatives of the Class (“Class Representatives”) and has preliminarily appointed the following Plaintiff’s counsel as counsel for the Class (“Class Counsel”):

SULLIVAN & YAECKEL LAW GROUP, APC
Eric K. Yaeckel (yaeckel@sullivanlawgroupapc.com)
Ryan T. Kuhn (ryan@sullivanlawgroupapc.com)
2330 Third Avenue
San Diego, CA 92101 Telephone: (619) 702-6761

COLBY LAW FIRM, PC
Aaron Colby (aaron@colbylegal.com)

Zoe Yuzna (zoe@colbylegal.com)
13263 Ventura Boulevard, Suite 203
Studio City, CA 91604
Telephone: (818) 253-1599

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (david@tomorrowlaw.com)
Jeffrey D. Klein (jeff@tomorrowlaw.com)
Matthew Carraher (matthew@tomorrowlaw.com)
8484 Wilshire Boulevard, Suite 500
Beverly Hills, CA 90211
Telephone: (310) 438-5555

As a member of the Class, you are entitled to share in the funds available for settlement of this class action. You are not being sued and you will not be individually responsible for any of the attorney's fees or expenses of the litigation, as the settlement requires those amounts to be paid by GSS. Your rights will be affected by the Settlement described in this Notice whether you act or not.

The Court must finally approve the terms of the settlement described below as fair and reasonable to the Settlement Class before it will take effect. If approved, the settlement will affect all Class Members who do not exclude themselves from the Settlement Class. An administrator that has been appointed by the Court will make all approved settlement payments after the Court orders them.

2. WHAT IS THIS CASE ABOUT?

Priscilla Lopez, Samdeeshia Bell, Julie Castillo, Tezsanique Hendrickson, and Nickolas Ortiz (together, "Plaintiffs") are individuals who worked during the Class Period as non-exempt employees of GSS in California. Plaintiffs initially filed separate lawsuits against GSS which have been consolidated and together allege that GSS violated California law by failing to pay all overtime and minimum wages, failing to provide meal periods, failing to provide rest breaks, failing to pay all wages due at termination of employment, providing improper wage statements, failing to reimburse reasonable business expenses, failure to pay all earned and accrued vacation pay, and unfair business practices. Plaintiffs allege that GSS committed these violations as to all California non-exempt employees who worked during the Class Period. Plaintiffs also sought civil penalties under the Private Attorneys General Act ("PAGA"), California Labor Code section 2699.

GSS disputes Plaintiffs allegations in their entirety, and contends that it has complied with California law at all times. In recognition of the risk and expense of prolonged litigation, Plaintiffs and GSS decided to attend mediation with a respected class action mediator in an effort to resolve this matter, and after attending mediation, the Parties reached a mutual agreement to settle. There has been no Court ruling or determination on the merits of the claims alleged by Plaintiff or of GSS's defenses, and as such, the Court has found no liability in this Action.

3. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

This settlement includes all current and former non-exempt employees of GSS who worked in the State of California between April 11, 2020 and September 30, 2023.

4. WHAT ARE THE TERMS OF THE SETTLEMENT AND HOW MUCH CAN I EXPECT TO RECEIVE?

a. Summary of Settlement Terms

GSS will pay \$3,690,000.00 to settle this case (the “Maximum Settlement Amount”). From that amount, payments will be made to Class Counsel for court-approved attorney’s fees and costs, to the Claims Administrator for administration costs, to the California Labor and Workforce Development Agency for penalties, to the Plaintiffs as a service award for their representation of the Class, and for civil penalties pursuant to the Labor Code. After deduction of these amounts, the remainder – the “Net Settlement Sum” – of approximately \$2,226,500 will be distributed to participating Settlement Class Members on a pro rata basis according to the number of workweeks they worked during the Class Period (April 11, 2020 through September 30, 2023). The Claims Administrator will allocate \$37,500 of the Net Settlement Sum as the “PAGA Amount,” which will be distributed to Settlement Class members who worked during the “PAGA Period” (April 12, 2020 through September 30, 2023).

The Individual Settlement Payments Made to Class Members Shall Be Calculated as Follows:

The Net Settlement Amount shall be allocated to Settlement Class members who worked during the Class Period, as follows: each Settlement Class member shall receive a proportionate settlement share that will be calculated by (1) dividing the Net Settlement Amount by the total number of workweeks worked by all members of the Settlement Class, and (2) multiplying the result by the number of workweeks worked by each individual member of the Settlement Class during the Class Period.

In addition, the PAGA Amount will be allocated as follows: each Class Member who worked for Defendant during the PAGA Period shall receive a portion of the PAGA Amount proportionate to the number of workweeks worked, calculated by (1) dividing the PAGA Amount by the total number of workweeks worked by all Class Members during the PAGA Period, and (2) multiplying the result by the number of workweeks worked by each Class Member during the PAGA Period.

Your Settlement Payment (i.e. the amount you will receive if you do not submit a Request for Exclusion) will be calculated using the formulas described above. However, the actual Settlement Payment may vary depending on the number of Class Members that exclude themselves from the Settlement.

b. Who will receive settlement payments?

Any Class Member who does not submit a timely Request for Exclusion.

c. When will I receive my settlement payment?

Distributions of Settlement Payments to Participating Settlement Class Members shall occur no later than seventeen calendar days after the Court approves the settlement at a Final Fairness Hearing and enters Judgment in accordance with the terms of the Settlement. **To ensure that**

you receive your settlement payment check you must notify the Settlement Administrator if you change your mailing address.

e. How much can I expect to receive?

The estimated payment on this Notice states the estimated total amount you can expect to receive if you participate in the settlement. This amount is based on GSS's records of your total number of workweeks worked during the Class Period.

The estimated payment amount may be reduced or increased, however, based on the number of participating Settlement Class Members, the number of Requests for Exclusion submitted, whether additional class members are identified or come forward, the potential reallocation of some of the unclaimed funds to participating Settlement Class Members, and the terms of the Court's final approval order.

Unclaimed Amounts/Uncashed Checks

Participating Settlement Class Members shall have 180 calendar days after the mailing of each Settlement Payment check by the Settlement Administrator to cash their Settlement Payment checks. If after 180 calendar days of mailing, all checks remaining uncashed will be transmitted to the California State Controller's Office to be held as "Unclaimed Property" under the unclaimed property laws in the name of the Settlement Class members.

c. SETTLEMENT ADMINISTRATION COSTS

Costs incurred by the Settlement Administrator in connection with providing Notice to the Class, receiving and determining challenges to estimated settlement payment amounts, receiving and forwarding to the Court and the parties Requests for Exclusion and objection letters received, if any, and calculating and distributing payments due to participating Settlement Class Members and others entitled to settlement payment under the terms of the Settlement Agreement as approved by the Court, will be paid from the Maximum Settlement Amount. These costs are estimated not to exceed \$21,000.00.

The Claims Administrator is:

ILYM Group, Inc.

[INSERT contact information]

d. ATTORNEYS' FEES AND COSTS

All payments for Class Counsel's attorney's fees and costs will be deducted from the Maximum Settlement Amount. Class Counsel will apply to the Court for final approval of their attorney's fees and costs. The attorneys for the Class will ask for reimbursement of their costs actually incurred in litigating this case and for fees of up to \$1,230,000. The amount of fees and costs awarded will be determined by the Court and will be paid from the Maximum Settlement Amount paid by Defendant.

e. SERVICE AWARDS PAYABLE TO PLAINTIFFS

The Court has also preliminarily approved a payment of \$10,000.00 to each Plaintiff as a service award. The service awards are intended to compensate Plaintiffs for their risk incurred and time and efforts in assisting with the prosecution of the Action on behalf of the Class Members and in return for executing a General Release of all Claims against GSS and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, (“Released Parties”) which is broader than the release applicable to the Settlement Class Members who are not a named plaintiff. These awards will be paid from the Maximum Settlement Amount.

F. PAYMENT TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

\$150,000.00 of the Total Settlement Sum will be allocated as penalties authorized by the Private Attorneys General Act, of which \$112,500.00 will be paid to the California Labor and Workforce Development Agency and \$37,500.00 will be paid to participating Settlement Class Members by including that amount in the settlement payments made to the participating Class Members as described in section 4 of this notice.

G. TAX TREATMENT OF INDIVIDUAL SETTLEMENT AMOUNTS

Settlement Payments to participating Settlement Class Members are allocated as follows: (a) 80% as penalties and interest and (b) 20% as wages. Participating Settlement Class Members will be responsible for the tax consequences of all payments received by them, for filing returns and reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. The parties to the case cannot provide and will not provide any advice regarding tax obligations. You should seek tax advice as to any amounts you receive pursuant to the Settlement from your own tax advisor. That portion of each Class Member’s Individual Settlement Payment representing wages will be subject to normal employment tax withholdings and an IRS Form W-2 will be provided to each Settlement Class Member. That portion of each Class Member’s Individual Settlement Payment constituting interest and penalties will be reported on an IRS Form 1099 provided to each Settlement Class Member, with required copies of the IRS Form 1099s provided to the Internal Revenue Service.

5. WHAT DO I NEED TO DO TO COLLECT MONEY?

If you want to participate in the settlement, **you need not take any action to receive a settlement payment** as this will occur automatically. All you need to do is make sure the Settlement Administrator is aware of your correct mailing address.

6. WHAT IF I DO NOTHING?

If you decide to do nothing and the Settlement is approved by the Court, you will receive an Individual Settlement Payment. You will, however, also be bound by the terms of the Settlement Agreement. Specifically, unless you affirmatively exclude yourself from the Settlement, you will

be bound by the terms of the release as described in #9 below and therefore be barred from pursuing any state wage law claims against GSS that were alleged in this lawsuit.

7. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not wish to participate in the Settlement, you may exclude yourself (“opt out”) by sending a Request for Exclusion to the Claims Administrator listing your name, address, and phone number, and the last four digits of your social security number along with the following statement:

“I request to be excluded from the class action proceedings in the matter of Priscilla Lopez v. GEO Secure Services, LLC., Case No. ECU002060, pending in the Superior Court of California, County of Imperial.”

The Request for Exclusion must be completed, signed, dated, and returned to the Claims Administrator. **THE REQUEST FOR EXCLUSION MUST BE MAILED VIA FIRST-CLASS MAIL AND POSTMARKED NO LATER THAN [INSERT DATE 45 DAYS AFTER MAILING].**

Any person who submits a timely Request for Exclusion shall, upon receipt, no longer be a member of the Settlement Class, shall be barred from participating in any portion of the Settlement, and shall receive no money from the Settlement. Any such person, at his/her own expense, may pursue any claims he/she may have against GSS. However, there are deadlines to pursuing such claims, known as statutes of limitation. Please consult an attorney of your choice to ensure you are not forever barred from pursuing a claim if you decide to opt out of this Settlement.

Please Note: Individuals who fall within the definition of the Class may choose to request exclusion or "opt-out" of the Class under such procedures specified herein. Any such persons who opt-out of the Class will not receive an Individual Class Payment. However, you may not opt-out of the portion of the Settlement relating to the settlement of claims under the PAGA. Even if a Class Member opts-out, he/she will still receive an Individual PAGA Payment. You will be bound by the PAGA portion of the release whether or not you cash the check for your portion of the PAGA penalties before it becomes void. Class Members who opt- out will only be bound by the release of the PAGA claims and will retain all other rights in their individual capacity.

8. HOW DO I OBJECT TO THE SETTLEMENT?

You may object to the terms of the Settlement before final approval. If you choose to object to the Settlement, you may represent yourself or hire your own attorney. If you wish to object to the settlement, you must file a written objection.

You must file these documents, along with any briefs, exhibits, and/or other material that you wish the Court to consider, with the Clerk of the Superior Court of California, County of Imperial at El Centro Courthouse, 939 Main Street, El Centro, CA 92243. In addition, you must send copies to the Settlement Administrator, and to Class Counsel and Defendant’s Counsel identified in Number 10 below.

Any written objections should state each specific reason for your objection and any legal support for each objection. Your objection must also state your full name, address, and the dates of your employment by GSS in California. To be valid and effective, any objections to the proposed Settlement must be filed with the Clerk of the Court and served upon each of the above-listed attorneys no later than **[INSERT DATE 45 DAYS AFTER MAILING]**.

IF THE COURT REJECTS YOUR OBJECTION AND APPROVES THE SETTLEMENT, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

9. WHAT CLAIMS DO I RELEASE IF I PARTICIPATE IN THE SETTLEMENT?

Upon the final approval of the Settlement by the Court, all Class Members who do not opt out of the Settlement will release and discharge Released Parties, as defined above, from any and all claims, demands, rights, liabilities, and causes of action that were pled in the Complaint/First Amended Complaint/Second Amended Complaint (altogether, the Operative Complaint), or which could have been pled in the Operative Complaint based on the factual allegations therein, including all of the following claims for relief: (i) failure to pay overtime wages; (ii) failure to pay minimum wages; (iii) failure to provide meal periods; (iv) failure to provide rest breaks; (v) waiting time penalties under Labor Code section 203; (vi) failure to provide accurate wage statements; (vii) failure to reimburse employees for necessary expenditures under Labor Code section 2802; (viii) failure to pay all earned and accrued vacation time under Labor Code section 227.3; (ix) 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; (x) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint; (xi) any other claims or penalties under the wage and hour laws pleaded in the Operative Complaint; and (xii) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief. This period covered by this release includes April 11, 2020 through September 30, 2023.

10. WHO ARE THE LAWYERS REPRESENTING THE PARTIES?

Attorneys for Plaintiffs & the Class are:
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Copies of any documents filed with the Court in this Litigation should be sent to the above-listed counsel.

11. WHO IS THE SETTLEMENT ADMINISTRATOR?

ILYM Group, Inc.

[ADDRESS]

[PHONE#]

If you move after receiving this notice, or if it was incorrectly addressed, please provide your correct address to the Settlement Administrator.

12. FINAL SETTLEMENT APPROVAL HEARING.

The Court will hold a hearing to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. This hearing will take place at the El Centro Courthouse of the Superior Court of California, County of Imperial, located at 939 Main Street, El Centro, California 92243, at [time] on [date]. The Court also will be asked to approve Class Counsel's request for attorneys' fees and reimbursement of costs and expenses and the service awards to be paid to Plaintiffs. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing.

13. ADDITIONAL INFORMATION.

The above is a summary of the basic terms of the Settlement. A complete copy of the Settlement Agreement may be obtained from the Settlement Administrator or Class Counsel.

PLEASE DO NOT TELEPHONE OR WRITE THE COURT, GSS, OR ITS ATTORNEYS FOR INFORMATION REGARDING THIS SETTLEMENT. ALL QUESTIONS REGARDING THE SETTLEMENT SHOULD BE DIRECTED TO THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL.