

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com

Attorneys for Plaintiffs MELODY DANIEL-
COLLIER and JUDITH A DAVIS,
individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

MELODY DANIEL-
COLLIER and JUDITH A DAVIS,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

GEO REENTRY SERVICES LLC, a Florida
limited liability company; THE GEO GROUP,
INC., dba GEO CALIFORNIA, INC., a
Florida corporation, and DOES 1-50,
inclusive,

Defendants.

Case No. CGC-21-595010
Assigned for All Purposes to:
Hon. Ethan P. Shulman, Dept. 304

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 30, 2023
Time: 10:00 a.m.
Dept.: 304

Action Filed: September 1, 2021
Trial Date: None Set

ORDER

This matter came on for hearing on May 30, 2023 at 10:00 a.m. in Department 304 of the above-captioned court on the Motion for Preliminary Approval of Class Action Settlement, upon the terms and conditions set forth in the Settlement Agreement.

The Court, having fully reviewed the Motion for Preliminary Approval of Class Action Settlement, the Memorandum of Points and Authorities and Declarations filed in support thereof, the Settlement Agreement, including the proposed Class Notice, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Settlement Class Members in accordance with due process requirements, and to set a Final Approval Hearing to consider the proposed Settlement Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement, and having heard the argument of Counsel for the respective parties, the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

It appears to the Court on a preliminary basis that the Gross Settlement Amount ("GSA") is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, the liability and damages issues involved, and the potential for appeals. It further appears that sufficient investigation, research, and litigation has been conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective positions. It further appears that the Settlement at this time will avoid substantial costs, delay and risks that would be presented by the further prosecution of the litigation. It further appears that the proposed Settlement has been reached as the result of intensive, serious and non-collusive negotiations between the Parties. **ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC AND BE**

1 CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
2 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

3 The Court finds on a preliminary basis that the Settlement between Plaintiffs and Defendants
4 appear to be within the range of reasonableness of a settlement which could ultimately be given final
5 approval by this Court. The Court preliminarily finds that the terms of the Settlement are fair,
6 reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

7 The Court notes that Defendants have agreed to a non-reversionary GSA of \$400,000.00.
8 Subject to Court approval and after the Settlement Effective Date, Defendants will tender the GSA
9 to the Settlement Administrator who will pay out the entirety of the GSA to the Participating Class
10 Members and PAGA Employees, less deductions for attorneys' fees and costs, the service payment,
11 reasonable expenses of the third-party Settlement Administrator, and the LWDA for PAGA
12 penalties.

13 The Court finds that the elements of numerosity, commonality, typicality and adequacy have
14 been established to support conditional certification of the Settlement Class for settlement purposes,
15 with Plaintiffs acting as the Class Representatives.

16 The Court hereby appoints, for settlement purposes, Plaintiffs MELODY DANIEL-
17 COLLIER and JUDITH A DAVIS as the Class Representatives and finds Plaintiffs are
18 adequate representatives for the Settlement Class for settlement purposes. The Court further finds
19 that James Hawkins APLC has preliminarily established adequacy to be appointed as Class Counsel
20 and appoints them as Class Counsel.

21 The Class as identified in the Settlement is provisionally certified by this Order.

22 The Court finds that the proposed manner of class notice is adequate.

23 The Court approves ILYM Group, Inc., to serve as the Settlement Administrator.

24 The Court further hereby approves the proposed Notice of Class Action Settlement and
25 Orders to the notice to be mailed to the Settlement Class.

26 The Court finds that the Notice of Class Action Settlement constitutes the best notice
27 practicable under the circumstances, is in full compliance with the laws of the State of California
28 and, to the extent applicable, the United States Constitution and the requirements of due process.

1 The Court further finds that the Class Notice fully and accurately informs Settlement Class Members
2 of all material elements of the proposed Settlement, of each Settlement Class Member's right to be
3 excluded from the Settlement Class, and each Settlement Class Member's right and opportunity to
4 object to the proposed Settlement. The Notice of Class Action Settlement adequately advises the
5 Class about: the Class Action; the terms of the proposed Settlement and the benefits available to
6 each Settlement Class Member; each Settlement Class Member's right to participate, submit an
7 exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing and procedures for
8 doing so; the temporary and conditional certification of the Settlement Class for settlement purposes
9 only; preliminary Court approval of the proposed Settlement; timing and procedures for distributing
10 the Gross Settlement and the Individual Settlement Payments to the Participating Class Members;
11 and the date of the Final Approval Hearing as well as the rights of the Settlement Class to file
12 documentation in support of or in opposition to and appear in connection with said hearing.

13 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
14 THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the
15 last known address of the Settlement Class, as specifically described within the Settlement
16 Agreement, constitutes an effective method of notifying Settlement Class Members of their rights
17 with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:

18 Within twenty-one (21) calendar days of the Court granting preliminary approval of this
19 Agreement, Defendants shall provide the Settlement Administrator with the Class/PAGA Data for
20 purposes of mailing the Class Notice. The Settlement Administrator shall maintain the
21 Class/PAGA Data as private and confidential and shall not disclose such data to any persons or
22 entities other than Counsel for Defendant, except that, subject to Defendant's approval, relevant
23 information can be provided to Class Counsel if necessary for Class Counsel to respond to
24 inquiries or requests from Class Members. The Class/PAGA Data is being supplied solely for
25 purposes of the administration of the Settlement set forth in this Agreement and cannot be used by
26 the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the
27 Class/PAGA Data will not be used to solicit Class Members or PAGA Members to file any claim,
28 charge, or complaint of any kind whatsoever against the Defendants and/or the Released Parties

1 and will only be used to administer the Settlement under the terms provided herein.

2 IT IS FURTHER ORDERED that within 14 days of receipt of the Class/PAGA Data, the
3 Settlement Administrator will mail copies of the Class Notice via regular First-Class U.S. Mail.

4 IT IS FURTHER ORDERED that any Class Notice returned to the Settlement
5 Administrator as undeliverable with no forwarding address, the Settlement Administrator shall
6 conduct an advanced skip trace to locate the most current address of the person to whom the
7 Notice was addressed, and shall resend the Notice to any updated address within ten (10) calendar
8 days. Further, the Settlement Administrator shall promptly re-mail returned notices to the
9 forwarding address affixed thereto. Class Members who receive a re-mailed Class Notice shall
10 have their Response Deadline extended ten (10) days from the original Response Deadline.

11 IT IS FURTHER ORDERED that Class Members who disagree with the number of Eligible
12 Workweeks stated on their Class Notice may provide documentation and/or a written explanation
13 to the Settlement Administrator to show contrary information by the Response Deadline. If there is
14 a dispute, the Settlement Administrator will consult with the Parties to determine whether an
15 adjustment is warranted. The Settlement Administrator shall determine a Class Member's eligibility
16 for, and the amounts of, any Individual Settlement Payment under the terms of this Agreement. The
17 Settlement Administrator's determination of the eligibility for and amount of any Individual
18 Settlement Payment will be binding upon the Class Members and the Parties. Defendant's records
19 will be given a rebuttable presumption of accuracy.

20 IT IS FURTHER ORDERED that any disputes not resolved by the Settlement Administrator
21 concerning the administration of the Settlement will be resolved by the Court under the laws of the
22 State of California. Prior to any such involvement of the Court, counsel for the Parties will confer
23 in good faith to attempt to resolve the dispute without involving the Court.

24 IT IS FURTHER ORDERED that individuals who fall within the definition of the Class
25 may choose to exclude themselves as Participating Class Members. The Class Notice shall state
26 that Class Members who wish to exclude themselves from the Settlement must submit a request to
27 exclude themselves that will be considered a valid request for exclusion so long as it
28 communicates a clear desire by the Settlement Class Member not to be included in the Settlement

1 and/or Settlement Class, and identifies his/her/their full name and last four digits of social security
2 number, and current address and phone number along with his/her/their signature. No requests for
3 exclusion shall be accepted if postmarked after the forty-five (45) calendar day period for the
4 filing of exclusions. Class Members are responsible to maintain a photocopy of their request for
5 exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the
6 timeliness of a request for exclusion or whether a written communication constitutes a valid
7 request that cannot be resolved between the

8 Parties shall be determined by the Court, whose determination shall be final.

9 IT IS FURTHER ORDERED that every Class Member who does not validly and timely
10 exclude themselves shall be deemed a Participating Class Member. The Parties' counsel shall
11 receive a copy of all valid Requests for Exclusion from the Settlement Administrator within ten (10)
12 calendar days after the Response Deadline.

13 IT IS FURTHER ORDERED that the Class Notice shall state that Class Members who
14 wish to object to the Settlement may do so in person at the Final Approval Hearing and/or in
15 writing. Any written objection ("Notice of Objection") must be mailed to the Settlement
16 Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed
17 the exclusive means for determining that a Notice of Objection was timely received. Any written
18 objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the
19 words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the
20 legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector
21 may call to testify at the Final Approval Hearing; and (e) provide true and correct copies of any
22 exhibit(s) the objector intends to offer at the Final Approval Hearing. Class Members shall have
23 no right to object to the PAGA release or PAGA Payment or exclude themselves from the PAGA
24 portion of the settlement.

25 IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on
26 _____. in Department 304 of the above captioned Courthouse to consider the
27 fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this
28 Order Granting Preliminary Approval, and to consider the application of Class Counsel for an award

1 of attorneys' fees, costs, and class representative enhancement. The Court may continue the Final
2 Approval Hearing to another date at its discretion.

3 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
4 Final Approval and application for attorneys' fees and costs and class representative enhancement
5 shall be filed with this Court no later than sixteen (16) court days before the date set for the Final
6 Approval Hearing.

7 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an
8 Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason
9 whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this
10 Order and all evidence and proceedings had in connection therewith shall be without prejudice to
11 the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement
12 Agreement.

13 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
14 this matter except those contemplated herein and in the Settlement Agreement are stayed.

15 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
16 Hearing from time to time without further notice to the Class.

17 **IT IS SO ORDERED.**

18
19 Dated: _____, 2023

Honorable Ethan P. Shulman
JUDGE OF THE SUPERIOR COURT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28