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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

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

Plaintiff,

vs.

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

**DECLARATION OF NATHALIE
HERNANDEZ OF ILYM GROUP, INC.,
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: January 5, 2024
Time: 10:00AM

Judge: Hon. Ethan P. Shulman
Dept.: 304

1 I, Nathalie Hernandez, declare as follows:

2 1. I am a resident of the United States of America, and am over the age of 18. I am the
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned *Daniel-*
6 *Collier v. GEO Reentry Services, LLC* matter. I am authorized to make this declaration on behalf
7 of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing, mailing, and
17 emailing the *Notice Of Class And Representative Action Settlement* and *Election Not to Participate*
18 *in (“Opt Out” Form) Class Action Settlement*, in both English and Spanish (collectively referred
19 to as “Notice Packet”); (b) receiving and processing requests for exclusion; (c) resolving
20 Settlement Class Members’ disputes over the number of workweeks Defendants have record of
21 them working during the Class Period, which was pre-printed on their individualized Class Notice;
22 (d) calculating individual settlement award amounts; (e) processing and mailing settlement award
23 checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing,
24 issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any
25 unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the
26 Parties mutually agree to and/or the Court orders ILYM Group to perform.

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1 4. On July 27, 2023, ILYM Group received the Court approved text for the Notice
2 Packet from Counsel for Plaintiff. ILYM Group prepared a draft of the formatted Notice Packet,
3 which was approved by the Parties' Counsel and translated into Spanish prior to mailing.

4 5. On September 1, 2023, ILYM Group received the class data file from Counsel for
5 Defendants, which contained the name, personnel number, social security number, last known
6 mailing address, workweeks and pay periods for each Class Member. The data file was uploaded
7 to our database and checked for duplicates and other possible discrepancies. The Class List
8 contained 586 individuals.

9 6. As part of the preparation for mailing, all 586 names and addresses contained in the
10 Class List were then processed against the National Change of Address ("NCOA") database,
11 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
12 the mailing addresses of the Class Members before mailing of the Notice Packet. The NCOA
13 contains requested change of addresses filed with the USPS. To the extent that an updated address
14 was found in the NCOA database, the updated address was used for the mailing of the Notice
15 Packet. To the extent that no updated address was found in the NCOA database, the original
16 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

17 7. On September 26, 2023, the Notice Packet was mailed, via U.S First Class Mail, to
18 all 586 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
19 copy of the mailed Notice Packet.

20 8. As of the date of this declaration, 31 Notice Packets have been returned to our office
21 as undeliverable. Of the 31 returned Notice Packets, 1 was returned with a forwarding address and
22 promptly re-mailed to the forwarding address provided. ILYM Group performed a computerized
23 skip trace on the 30 returned Notice Packets that did not have a forwarding address, in an effort to
24 obtain an updated address for the purpose of re-mailing the Notice Packet. As a result of this skip
25 trace, 19 updated addresses were obtained and the Notice Packets were promptly re-mailed to those
26 Class Members, via U.S First Class Mail.

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1 9. As of the date of this declaration, a total of 20 Notice Packets have been re-mailed.
2 Specifically, 1 was re-mailed as a result of a forwarding address provided by the USPS and 19 have
3 been re-mailed as a result of ILYM Group's skip tracing efforts.

4 10. As of the date of this declaration, a total of 11 Notice Packets have been deemed
5 undeliverable. Specifically, 11 have been deemed undeliverable as no updated address was found
6 notwithstanding the skip tracing.

7 11. As of the date of this declaration, ILYM Group has received 2 requests for
8 exclusion. The deadline to request exclusion from the Settlement was November 10, 2023.

9 12. As of the date of this declaration, ILYM Group has not received any objections to
10 the Settlement. The deadline to file an objection to the Settlement was November 10, 2023.

11 13. As of the date of this declaration, ILYM Group will report a total of 584
12 Participating Class Members, representing 99.66% of the 586 Settlement Class Members.

13 14. Participating Class Members will receive a proportional share of the Net Settlement
14 Fund through individual settlement payments, based on the number of workweeks worked by them
15 during the Class Period. The Net Settlement Fund is the amount remaining after deduction of the
16 Court-approved payments from the Gross Settlement Fund for Class Counsel Fees and Litigation
17 Costs, the Class Representative Enhancement Awards, Claims Administration Fees to ILYM
18 Group, LWDA and the PAGA Members allocation, e.g.,

19 Gross Settlement Fund	\$ 400,000.00
20 Class Counsel Fees	\$ 133,333.33
21 Class Counsel Litigation Costs	\$ 18,242.49
22 Enhancement Award - Daniel-Collier	\$ 7,500.00
23 Enhancement Award – Davis	\$ 7,500.00
24 ILYM Group Fees	\$ 12,000.00
25 LWDA	\$ 30,000.00
26 PAGA Members	\$ 10,000.00
27 Net Settlement Fund (estimated)	\$ 181,424.18

1 To determine a Participating Claimant's individual settlement award payment, the Net Settlement
2 Fund will be divided by the total number of workweeks worked by all Participating Class Members
3 during the Class Period, multiplied by the number of workweeks worked by that Participating Class
4 Members. Based on these calculations, the Participating Class Members will receive an estimated
5 average gross payment of \$309.60 and the estimated highest gross payment being \$727.48.
6 Participating Class Members payment from the estimated amount of \$181,424.18 will be treated as
7 20% wages and 80% as interest and penalties. Based on these calculations, the PAGA Members
8 will receive an estimated average gross payment of \$17.06 and the estimated highest gross payment
9 being \$39.50. The PAGA Members allocation of \$10,000.00 will be treated as 100% Penalties.

10 15. ILYM Group's total fees and costs for services in connection with the administration
11 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
12 costs for completion of the settlement administration, are \$12,000.00. ILYM Group's work in
13 connection with this matter will continue with the calculation of the settlement award payments,
14 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
15 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
16 Group to perform.

17 I declare under penalty of perjury under the laws of the State of California and the United
18 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
19 was executed on this 12th day of December 2023, at Tustin, California.

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23 *Nathalie Hernandez*
24 NATHALIE HERNANDEZ
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EXHIBIT “A”

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All non-exempt employees employed by GEO Reentry Services LLC and/or The GEO Group Inc. dba GEO California Inc. ("Defendants") within the State of California at any time from December 21, 2020, through March 28, 2023.

The California Superior Court, County of San Francisco, has granted preliminary approval of a proposed settlement ("Settlement") of the above-captioned class and representative actions (referred to in this Notice as the "Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class and Representative Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All non-exempt employees employed by Defendants within the State of California at any time from December 21, 2020, through March 28, 2023.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

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1. Why Have I Received This Notice?

Defendants' personnel records indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described below, from December 21, 2020, through March 28, 2023 (the "Class Period").

A Preliminary Approval Hearing was held on July 25, 2023, in the California Superior Court, County of San Francisco. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court has determined that there is sufficient evidence to suggest that the proposed settlement may be fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed settlement on January 5, 2024, at 10:00 a.m., before the Honorable Ethan P. Schulman, at the Superior Court for the County of San Francisco, located at 400 McAllister St., San Francisco, California 94102, Department 304.

2. What Is This Case About?

Plaintiffs Melody Daniel-Collier and Judith Davis commenced class and representative actions in the San Francisco County Superior Court, Case Number CGC-21-595010 (Consolidated with San Francisco County Case No. CGC-21-596387). The action is referred to in this Notice as "Action."

Plaintiffs Melody Daniel-Collier and Judith Davis are referred to in this Notice as "Plaintiffs." Plaintiffs' action against Defendants sought damages, restitution, statutory penalties, civil penalties interest, costs, attorney's fees and other relief based on the following alleged causes of action: (1) Violation of California Labor Code §§ 510 and 1194 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) and IWC Wage Orders (Unpaid Meal Period Premiums); (3) Violation of California Labor Code §§ 226.7 and 512 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid); (5) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (6) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (7) Violation of California Business and Professions Code §§ 17200, *et. seq.*; and (8) Violation of California Labor Code § 2698, *et. seq.* (Private Attorneys General Act of 2004).

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit. Nor has it decided whether this case could proceed as a class or representative action. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

In other words, the Court has not determined that Defendants violated any laws, nor has it decided in favor of Plaintiffs or Defendants; instead, both sides have agreed to resolve the Action with no decision or admission of liability.

Defendants deny all allegations made by Plaintiffs, individually, on behalf of Class Members, and on a representative basis, and deny liability for any wrongdoing with respect to the alleged facts or causes of action asserted in the Class Action. The settlement is not an admission by Defendants of any wrongdoing or an indication that any law was violated.

3. *Am I A Class Member?*

You are a Class Member if you were employed by Defendants as a non-exempt employee in California at any time from December 21, 2020, through March 28, 2023 (the “Class Period”). If you qualify as a Class Member, you could receive money from the Class Action Settlement.

If you qualify as a PAGA Member, meaning you were employed as an employee at any time from December 21, 2020, through March 28, 2023, you may receive money from the PAGA Payment, discussed in section 11.

4. *How Does This Class Action Settlement Work?*

In their Action, Plaintiffs sued Defendants on behalf of themselves and all other similarly situated employees who were employed by Defendants as non-exempt employees in California at any time during the Class Period. Plaintiffs and other non-exempt employees of Defendants comprise a “Class” and are “Class Members.” The settlement of this Class Action resolves the Released Claims of all Class Members, except those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiffs and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs and the Class	Attorneys for Defendants
JAMES HAWKINS APLC James R. Hawkins Gregory Mauro 9880 Research Drive, Suite 200 Irvine, California 92618 Telephone: (949) 387-7200 Facsimile: (949) 387-6676	O’HAGAN MEYER LLP Soojin Kang 550 S. Hope St. Suite 2400 Los Angeles, CA 90071 Telephone: (213) 647-0086

The Court has decided that James Hawkins APLC is qualified to represent the Class Members simultaneously for the purposes of this Settlement. If you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed Settlement and your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendants will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** **You do not have to do anything in order to receive payment under this Settlement.**

If you do nothing and the Court grants final approval of the Settlement, you will become part of the Class Action Settlement and will receive an Individual Settlement Payment (explained below) based on the total number of workweeks you worked as a non-exempt employee of Defendants in California during the Class Period. You will release all of the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.

- **OPT-OUT:** If you do not want to participate as a Class Member **and do not want to receive a class action settlement payment**, you may “opt-out,” and you will not be part of this Class Action Settlement. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Payment, and you will not give up the right to sue the Released Parties, including Defendants, for any of the Released Claims as defined in Section No. 9 below. Please note, if you are eligible to receive an Individual PAGA Payment (explained below) and you do “opt-out” of the Class Action Settlement, you will still receive an Individual PAGA Payment. Your right to pursue a claim pursuant to PAGA will be extinguished, regardless of whether or not you opt-out.

- **OBJECT:** You can ask the Court to deny approval of this Settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. You cannot both object to the Settlement and opt out of the case.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt-Out or Exclude Myself From This Settlement” and “How Do I Object To The Settlement?”

7. *How Do I Opt Out Or Exclude Myself From This Class Action Settlement?*

If you do not wish to participate in the Class Action Settlement, **and do not want to receive an Individual Settlement Payment**, you can exclude yourself from the Settlement (*i.e.*, “opt-out”) by sending an opt-out form by the date and to the address stated below. A form (“ELECTION NOT TO PARTICIPATE IN (‘OPT-OUT’ FROM) CLASS ACTION SETTLEMENT”) (the “Exclusion Form”) has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes all of the same information. If you opt-out of the Settlement, you will not be bound by the Class Action Settlement and therefore you will not release the claims set forth in Section No. 9. The Exclusion Form must be complete, signed, dated, and mailed by First-Class U.S. Mail, **postmarked no later than November 10, 2023** to: **Melody Daniel-Collier and Judith Davis v. GEO Reentry Services LLC, et. al. C/O ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781**. You may also request exclusion by emailing claims@ilymgroup.com by November 10, 2023.

If you received a re-mailed Class Notice, whether, by skip-trace or forwarded mail, you will have an additional ten (10) days to postmark an Exclusion Form. The envelope will prominently display the word “Re-Mail” on envelope to indicate whether the Class Notice has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event your compliance with the deadline is challenged.

The Court will exclude from the Class Action Settlement any Class Member who submits a complete and timely Exclusion Form as described in the paragraph above. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Action if the Settlement receives final approval from the Court.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt-out of the Settlement, you may object to the Settlement, personally or through an attorney.

You may mail a written objection to the Settlement Administrator at ILYM Group, Inc., P.O. Box 2031 Tustin, CA 92781 by November 10, 2023, or email to claims@ilymgroup.com by November 10, 2023. If you received a re-mailed Class Notice, whether, by skip-trace or forwarded mail, you will have an additional ten (10) days to postmark a written objection. The envelope will prominently display the word “Re-Mail” on the envelope to indicate whether the Class Notice has been forwarded or re-mailed. If you choose to object in writing your objection must state: (a) the objecting person’s full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel even if they did not submit a written objection. Class Members’ timely and valid objections to the Settlement will be considered even if the objector does not appear at the Final Approval Hearing.

If the Court approves the settlement over objections, objecting Class Members will receive an Individual Settlement Payment and will be bound by the terms of the Settlement.

9. *How Does This Class Action Settlement Affect My Rights? What are the Released Claims?*

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt-out of the Settlement will be bound by the Court’s Final Judgment and will fully release and discharge (a) Defendants and any direct or indirect parents, subsidiaries, divisions, affiliates, and related entities of Defendants; (b) any predecessors, successors, or assigns of any of the foregoing (a); and (c) any past, present or future employees, officers, directors, affiliates, partners, joint venturers, co-venturers, licensors, licensees, principals, members, managers, managing agents, agents, attorneys, accountants, insurers, reinsurers, shareholders, investment bankers, trusts, trustees, representatives, administrators, fiduciaries, heirs, subrogees, and executors of any of the foregoing (a)-(b) in his, her, or its capacity as such (“Released Parties”). The Released Claims are as follows:

A. Released Claims.

Upon Court approval of the Settlement, all Participating Class Members shall be bound by a release of all class claims alleged or that could have been alleged based on the facts alleged in the Action, which arose during the Class/PAGA Period, and all PAGA Members and the LWDA shall be bound by a release of all PAGA claims alleged or that could have been alleged based on the facts alleged in the Action and any PAGA notices filed by Plaintiffs in this Action. The released claims shall include failure to pay wages and overtime, failure to provide compliant meal and rest periods, failure to provide accurate itemized wage statements, failure to timely pay wages, failure to reimburse necessary business expenses, claims under Labor Code sections 200, 201, 202, 203, 204, 212, 213, 218.5, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2698 et seq., Business and Professions Code section 17200, Code of Civil Procedure section 1021.5, related IWC Wage Order, and all PAGA penalties arising from the facts and theories and alleged violations in the Released Claims.

Furthermore, **PAGA Released Claims.** In consideration for the payments awarded pursuant to the terms of this Settlement, upon court approval of the PAGA Settlement, Plaintiffs, PAGA Members, and the LWDA will fully and finally release and discharge Released Parties from claims for penalties and attorneys' fees and costs recoverable under PAGA which Plaintiff, PAGA Members, and/or the LWDA had, or may claim to have, against Released Parties, arising out of the violations alleged or that could have been alleged based on the facts alleged in the Action or the PAGA Notices by Plaintiffs, including, but not limited to, PAGA penalties for or arising out of the following: failure to pay wages and overtime, failure to provide compliant meal and rest periods, failure to provide accurate itemized wage statements, failure to timely pay wages, failure to reimburse necessary business expenses, claims under Labor Code sections 200, 201, 202, 203, 204, 212, 213, 218.5, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2698 et seq., and related IWC Wage Orders. This release shall apply to claims arising during the PAGA Period and will be binding and effective upon Plaintiffs, PAGA Members, and the LWDA regardless of whether the PAGA Member cashes his or her settlement check.

10. How Much Can I Expect to Receive From This Settlement?

Defendants will pay, subject to Court approval, a Gross Settlement Amount of \$400,000 to cover: (1) the Individual Settlement Payments to all Settlement Class Members; (2) the Class Representative Enhancement Awards to Plaintiffs in an amount up to \$15,000, total (\$7,500 for each Plaintiff); (3) the Administration Costs to the Settlement Administrator in an amount up to \$12,000; (4) the Class Counsel Award for attorneys' fees of up to \$133,333.33 and costs of up to \$25,000, supported by declaration; (5) a PAGA Payment for settlement of claims under PAGA for \$40,000, with 75% of that portion (\$30,000) to be paid to the Labor Workforce and Development Agency ("LWDA"), and the remaining 25% (\$10,000) to be distributed to PAGA Members as Individual PAGA Payments.

After deducting the Class Representative Enhancement Awards to Plaintiffs, Administration Costs, Class Counsel Award and PAGA Payment, the remaining sum, estimated at \$174,666.67 is the "Net Settlement Amount", which shall be distributed to all Participating Class Members. The Settlement Administrator will calculate the Individual Settlement Payments for Participating Class Members. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of workweeks he or she worked as a non-exempt employee during the Class Period based on the Class data provided by Defendants, divided by (ii) the total number of workweeks worked by all Participating Class Members during the Class Period based on the same Class data, which is then multiplied by the Net Settlement Amount. Therefore, the value of each Participating Class Member's Individual Settlement Payment ties directly to the number of workweeks that he or she worked during the Class Period.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$«Class_Estimated_Settlement_Amount», less taxes. This is based on Defendants' records, which show you worked «WorkWeeks» workweeks during the Class Period.

If you believe the number of eligible workweeks records are incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at ILYM Group, Inc., P.O. Box 2031 Tustin, CA 92781 or by email to claims@ilymgroup.com on or before November 10, 2023. Any evidence submitted will be carefully weighed, and the Class Counsel and Defendants' Counsel will make a final determination and notify you of the final determination. If this was re-mailed to you, you have an additional ten (10) days to submit a dispute. The envelope will prominently display the word "Re-Mail" on envelope to indicate whether the Class Notice has been forwarded or re-mailed.

Twenty percent (20%) of your Individual Settlement Payment will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Payment only and reported on an IRS Form W-2. The remaining eighty percent (80%) of your Individual Settlement Payment will be treated as penalties, interest, and reimbursement and will be paid pursuant to an IRS Form 1099.

Defendants are expected to fund the Gross Settlement Amount within ten (10) business days after the settlement becomes final. Your Individual Settlement Payment will be distributed within approximately fourteen (14) days after the funding of the Gross Settlement Amount.

It is strongly recommended that upon receipt of your Individual Settlement Payment check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will pay the amount of the Individual Settlement Share to the California State Controller in accordance with California Unclaimed Property Law.

11. *What is the PAGA Payment, and Am I Eligible for it?*

Under the terms of the Settlement, \$40,000 has been set aside as a PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. \$30,000 will be sent to the California Labor & Workforce Development Agency. PAGA Members will share \$10,000 based on the number of pay periods they worked.

You are a PAGA Member eligible to share the PAGA Payment portion of the settlement if you are a non-exempt employee who worked for Defendants within the State of California at any time between December 21, 2020, through March 28, 2023.

Each PAGA Member will receive a proportionate share of the PAGA Payment allocated to PAGA Members that is equal to: (i) the number of pay periods the PAGA Member worked as a non-exempt employee during the PAGA Period, divided by (ii) the total number of pay periods worked by all PAGA Members during the PAGA Period, which is then multiplied by the PAGA Payment allocated to the PAGA Members. Individual PAGA Payments shall be designated as 100% penalties, for which an IRS Form 1099 will be issued.

Based on your total number of pay periods, your Individual PAGA Payment is \$«PAGA_Estimated_Settlement_Amount». You are responsible for paying any federal, state, or local taxes owed as a result of this Individual PAGA Payment.

Because these penalties can only be sought by the State of California, you cannot exclude yourself from the PAGA portion of the settlement if the Court gives final approval. Even if you exclude yourself from the class action portion of the settlement, you will still be paid your portion of the civil penalties described above.

12. *How Will the Attorneys for the Class and the Class Representatives Be Paid?*

Class Counsel will be paid from the Gross Settlement Amount. Subject to Court approval, Class Counsel shall be paid an amount not to exceed one-third of the Gross Settlement Amount (or \$133,333.33) for attorneys' fees, and up to \$25,000 for litigation costs.

Defendants paid all of their own attorneys' fees and costs.

As set forth in Section No. 10 above, the Plaintiffs will also be paid a Class Representative Enhancement Payment, subject to Court approval.

13. Final Approval Hearing and Remote Appearance

The Court will hold a Final Fairness Hearing concerning the proposed settlement on January 5, 2024 at 10:00 a.m., before Honorable Ethan P. Schulman at the Superior Court for the County of San Francisco, located at 400 McAllister St., San Francisco, California 94102, Department 304. You are not required to appear at this hearing. Any changes to the hearing date will be available on the Court's website <https://www.sfsuperiorcourt.org/>.

Please monitor the San Francisco County Superior Court's website for any updates regarding the Court's procedures regarding the pandemic.

14. How Do I Get More Information?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS OR WOULD LIKE ELECTRONIC COPIES OF DOCUMENTS RELATING TO THE CLASS ACTION OR THE SETTLEMENT, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll-free. Please refer to the "GEO Reentry Services class action settlement."

You may review Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, and all other settlement related documents and motions, which are posted for your review at <https://sf.courts.ca.gov/>. Additionally, all papers filed in the Lawsuit, including Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and all settlement related documents and motions may be examined by accessing the Court docket, Case Number CGC-21-595010, in this case through the Court's online services system, at <https://www.sfsuperiorcourt.org/online-services>. Additionally, all papers filed in the Lawsuit, including Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and all settlement related documents and motions are on file with the Clerk of the Court, Case Number CGC-21-595010, which is located in the office of the Clerk of the San Francisco Superior Court, 400 McAllister St., San Francisco, CA 94102, and is available for viewing during regular office hours (Mon.–Fri., 8:30 a.m.-12:30p.m., excluding holidays).

If you have any questions, you can call the Settlement Administrator at 1-888-250-6810 or any of the attorneys representing the Class (see section 5 above for Class Counsel's phone number or email).

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

ELECTION NOT TO PARTICIPATE IN (“OPT OUT” FROM) CLASS ACTION SETTLEMENT

Superior Court of the State of California, County of San Francisco
Melody Daniel-Collier and Judith Davis v. GEO Reentry Services LLC, et. al.
San Francisco County Case No. CGC-21-595010 (Consolidated with San Francisco County
Case No. CGC-21-596387)

ONLY SIGN AND RETURN THIS DOCUMENT IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS ACTION SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE A PAYMENT FROM THE CLASS ACTION SETTLEMENT.

This document must be postmarked no later than November 10, 2023, and sent via U.S. Mail to:

GEO Reentry Services LLC Settlement Administrator
C/O ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

YOU MAY ALSO SUBMIT THIS EXCLUSION FORM BY EMAILING IT TO CLAIMS@ILYMGROUP.COM BY NOVEMBER 10, 2023. IF YOU RECEIVED A RE-MAILED CLASS NOTICE, MARKED “Re-Mail”, YOU WILL HAVE AN ADDITIONAL TEN (10) DAYS TO RETURN THIS FORM.

By signing and returning this form to exclude yourself from the class action settlement, you are agreeing to and confirming the following:

It is my decision not to participate in the class action settlement in *Melody Daniel-Collier and Judith Davis v. GEO Reentry Services LLC, et. al.* I understand that by excluding myself from the settlement class, I will not receive a settlement payment from the class action settlement. However, if I qualify for an “Individual PAGA Payment,” I will receive that payment regardless of whether or not I exclude myself from the class action settlement.

I confirm that I was employed by GEO Reentry Services LLC and/or The GEO Group Inc. dba GEO California Inc. as a non-exempt employee in California during any part of the period of December 21, 2020 through March 28, 2023. I confirm that I have received and reviewed the Notice of Class Action Settlement in this action. I have decided to be excluded from the class, and I have decided **not** to participate in the proposed settlement.

Dated: _____

(Signature)

(Last Four Digits of Social Security Number)

(Type or print name and any former name(s) if applicable)

(Telephone Number)

(Address)

(Address continued)

