

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,

Plaintiff,

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
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS'
FEES, COSTS, INCENTIVE AWARDS,
ADMINISTRATION COSTS, AND
ENTERING JUDGMENT**

Date: January 5, 2024
Time: 10:00 a.m.
Dept.: 304

1 This matter came on for hearing on January 5, 2024 at 10:00 a.m. in Department 304 of the
2 above-captioned Court on Plaintiff's Motion for Final Approval of Class Action and PAGA
3 Settlement, attorneys' fees and costs, incentive award, administration costs, PAGA payment and
4 Judgment. For purposes of this Order and Judgment, the Court refers to all defined terms (i.e.
5 terms with initial capitalization) as set forth in the Class Action and PAGA Settlement Agreement
6 ("Settlement Agreement"). Having received and considered the Settlement Agreement, the
7 supporting papers filed by the Parties, and the evidence and argument received by the Court in
8 conjunction with the Motion for Preliminary Approval of Class Action Settlement, and the instant
9 Plaintiffs' Unopposed Motion for Final Approval, Attorneys' Fees, Costs, Incentive Award,
10 Administration Costs, and Entering of Final Judgment, the Court grants final approval of the
11 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all
13 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the
14 Settlement, of their right to receive their proportional Individual Settlement Payment, of their right
15 to request exclusion from the Class and the Settlement, of their right to comment upon or object to
16 the Settlement and to appear in person or by counsel at the final approval hearing and of the date set
17 for the Final Approval hearing. Adequate periods of time were provided by each of these procedures.

18 2. In response to the Notice, no members objected and two (2) members requested
19 exclusion. There are no outstanding disputes regarding the Settlement.

20 3. The Court finds and determines that this notice procedure afforded adequate
21 protections to Class Members and provides the basis for the Court to make an informed decision
22 regarding approval of the Settlement based on the Class Members' response. The Court finds and
23 determines that the Notice provided in the Action was the best notice practicable, which satisfied
24 the requirements of law and due process.

25 4. The Court further finds and determines that the terms of the Settlement are fair,
26 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
27 finally approved, and that all terms and provisions of the Settlement Agreement should be
28 and hereby are ordered to be consummated.

1 5. The Court has certified a Class, as those terms are defined in and by the terms of
2 the Settlement Agreement, and the Court deems this definition sufficient for purposes of
3 California Rule of Court 3.765(a). Specifically, Class Member and PAGA Member mean all
4 current and former non-exempt employees employed by Defendants in California at any time
5 during December 21, 2020 to March 28, 2023.

6 6. The Court hereby approves the terms set forth in the Settlement Agreement and finds
7 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
8 effectuate the Settlement according to its terms. The Court finds that the Settlement was reached as
9 a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator.
10 The Court further finds that the Parties conducted extensive investigation, research, and discovery
11 and that their attorneys were able to reasonably evaluate their respective positions. The Court also
12 finds that Settlement will enable the Parties to avoid additional and potentially substantial litigation
13 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
14 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
15 value accorded to the Class.

16 7. The Court hereby confirms James Hawkins, APLC as Class Counsel in this action.

17 8. The Court hereby confirms the Plaintiffs Melody Daniel-Collier and Judith A. Davis
18 as the Class Representatives in this action.

19 9. The Court finds and determines that the individual settlement payments to Class
20 Members provided for by the terms of the Settlement to be paid to the Class are fair and reasonable.
21 The Court hereby gives final approval to and orders the payment of those amounts be made to
22 the participating members of the Class in accordance with the terms of the Settlement.

23 10. The Court finds and determines that payment to the California Labor and Workforce
24 Development Agency of \$30,000.00 as its share of the settlement of alleged civil penalties in this
25 case as well as the \$10,000 as the PAGA Members' share of the settlement of alleged civil penalties
26 in this case are fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
27 that those amount be paid in accordance with the Settlement.

1 11. The Court finds and determines the Class Representative Enhancement Award in the
2 sum of \$7,500 each to both Plaintiff Melody Daniel-Collier and Plaintiff Judith Davis is fair and
3 reasonable. The Court hereby orders the Administrator to make this payment to the Plaintiffs/Class
4 Representatives in accordance with the terms of the Settlement Agreement.

5 12. The Court finds and determines that the payment to be paid to the Settlement
6 Administrator, ILYM Group, Inc. in the sum of \$12,000.00 for its fee and expenses incurred is fair
7 and reasonable. The Court hereby orders the Administrator to make this payment to itself in
8 accordance with the terms of the Settlement Agreement.

9 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
10 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
11 \$133,333.00 and litigation costs of \$18,242.49. The Court finds such amounts to be fair and
12 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
13 accordance with the terms of the Settlement Agreement.

14 14. Neither Defendants nor any related persons or entities shall have any further liability
15 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
16 provided for by the Settlement Agreement.

17 15. The Court finds and determines that the releases contained in the Settlement
18 Agreement and Amendment thereto is appropriate and shall bind all Class Members who did not
19 timely opt out of the Settlement and all PAGA Members.

20 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations
21 pursuant to the Settlement Agreement or pursuant to this Order.

22 17. The Court finds and determines that nothing in the Settlement Agreement, this Order,
23 or the Judgment (1) is intended or will be construed as an admission of liability or wrongdoing by
24 Defendants or any Released Party or (2) may be offered or admitted in evidence against Defendants
25 or any Released Party (other than solely in connection with this Settlement).

26 18. The Court hereby enters final judgment in this case in accordance with the terms of
27 the Settlement Agreement, Preliminary Approval Order and this Order.

28

19. The Parties shall bear their own costs and attorneys' fees except as otherwise provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

20. Without affecting the finality of this Order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this order and the Settlement.

JUDGMENT

21. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiffs/Class Representatives and all Class Members and PAGA Members shall take nothing from Defendants except as expressly set forth in the Settlement Agreement, in conjunction with this Judgment. By operation of this Judgment, and in accordance with the Settlement Agreement, the Plaintiffs and each Participating Class Member, PAGA Member, and the California Labor and Workforce Development Agency shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to all Released Parties any and all Released Claims for the period of December 21, 2020 to March 28, 2023 as defined in the Settlement Agreement. Without affecting the finality of this Judgment, the Court pursuant to California Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the Judgment.

Date:

By: _____
Honorable Ethan P. Shulmann
Judge of the Superior Court