

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

**DECLARATION OF JAMES HAWKINS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT; MEMORANDUM
OF POINTS AND AUTHORITIES**

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

DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiffs MELODY DANIEL-COLLIER and JUDITH A DAVIS (hereinafter referred to as "Plaintiffs" or "Class Representatives"), who commenced this class and PAGA action on behalf of the Class Members and Aggrieved Employees. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, which Plaintiffs filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as **Exhibit 1** is a true and correct copy of the executed Settlement Agreement which the Parties ask the Court to approve. Attached hereto as **Exhibit A** is a true and correct copy of the proposed Notice of Class and Representative Action Settlement ("Class Notice"). Attached hereto as **Exhibit B** is a true and correct copy of the proposed Opt-Out form.

3. On September 1, 2021 Plaintiffs MELODY DANIEL-COLLIER filed a putative class action complaint entitled MELODY DANIEL-COLLIER v. GEO REENTRY SERVICES LLC et al, San Francisco County Superior Court No. CGC-21-595010.

4. The complaint alleged claims seeking damages for Defendants' alleged failure to: (a) failure to pay wages including overtime, (b) failure to provide meal periods and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay all wages earned and owed upon separation from Defendants' employ, (e) failing to provide accurate itemized wage statements.

5. On November 10, 2021 Plaintiffs MELODY DANIEL-COLLIER filed A Private Attorneys General Act ("PAGA") representative action complaint entitled *MELODY DANIEL-COLLIER v. GEO REENTRY SERVICES LLC, et al.*, San Francisco County Superior Court No.

1 CGC-21-596387 seeking damages for Defendants' alleged failure to: (a) failure to pay wages
2 including overtime, (b) failure to provide meal periods and failure to pay an additional hour's of
3 pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to
4 provide rest breaks for every four hours or major fraction thereof worked and failure to pay an
5 additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest
6 period; (d) failing to pay all wages earned and owed upon separation from Defendant's employ,
7 (e) failing to provide accurate itemized wage statements.

8 6. Pursuant to Court order, on July 26, 2022, Plaintiffs MELODY DANIEL-
9 COLLIER and JUDITH A. DAVIS filed a consolidated class action complaint entitled MELODY
10 DANIEL-COLLIER and JUDITH A. DAVIS v. GEO REENTRY SERVICES LLC et al, San
11 Francisco County Superior Court No. CGC-21-595010.

12 7. The consolidated amended complaint sought damages for Defendants' alleged
13 failure to: (1) failure to pay wages including minimum and overtime wages, (2) failure to provide
14 meal periods, (3) failure to provide rest periods, (4) failure to timely pay wages upon termination
15 pursuant to Labor Code § 203, (5) failure to provide accurate itemized wage statements; (6)
16 failure to reimburse business expenses, (7) Violation of Business and Professions Code section
17 17200, et seq.; and (8) Private Attorney General Act of 2004 ("PAGA"). A proposed second
18 amended complaint was served on the LWDA. The parties intend to file the proposed second
19 amended complaint prior to the hearing on Plaintiffs' motion for preliminary approval.

20 8. On October 21, 2022, the Parties engaged in private mediation with a well-
21 respected wage and hour class action mediator, Jeff Kravis. Prior to mediation, Plaintiffs
22 requested and Defendants produced extensive documentation including time and pay data records
23 for approximately 20% of the class, policy documents applicable to the class during the Class
24 Period, class size information, information on the number of pay periods and workweeks, and
25 information regarding the hourly rates and workweek. In short, Defendants provided discovery
26 sufficient to enable the Plaintiffs and Class Counsel to rigorously evaluate the strengths and risks
27 of the case and perform an analysis of the potential damages arising from the claims made in this
28 case. As a result of settlement efforts, the Parties agreed to settle this matter for the Gross

1 Settlement Amount of \$400,000.00 for approximately 544 class members and the terms of which
2 are fully memorialized in the Settlement Agreement.

3 9. The Class Members are defined as all current and former non-exempt employees of
4 Defendants who worked in California at any time from December 21, 2020, through March 28,
5 2023. There are approximately 544 Class Members and PAGA Members who worked during the
6 Class and PAGA period of December 21, 2020 to March 28, 2023. "PAGA Period" shall mean
7 December 21, 2020, through the date the Court grants preliminary approval of this
8 Settlement.

9 10. Plaintiffs' Counsel conducted a thorough investigation into the factual and legal
10 issues implicated by Plaintiffs' claims and was able to objectively assess the settlement's
11 reasonableness. For example, prior to filing the action, Plaintiffs contacted Plaintiffs' Counsel to
12 discuss the factual bases for pursuing their actions against Defendants for Labor Code violations.
13 Plaintiffs was intimately familiar with Defendants' labor policies and practices, and over the course
14 of multiple interviews, knowledgeably summarized those policies and practices to Plaintiffs'
15 Counsel. During those conversations, Plaintiffs' Counsel explained how the policies and practices
16 were instituted and provided valuable insight into how they gave rise to the alleged Labor Code
17 violations. Further, formal business records for Plaintiffs were requested and received and reviewed.
18 Based on these interviews with Plaintiffs, and review of records, Plaintiffs' Counsel determined that
19 there were legally sufficient grounds for pursuing the Actions against Defendants and in preparation
20 for drafting the complaints, Plaintiffs' Counsel conducted their own independent preliminary
21 investigations into the factual bases for Plaintiffs' claims, which entailed, *inter alia*, a careful
22 examination of Plaintiffs' personnel files and associated records.

23 11. The Parties have conducted themselves in informed, good faith arms-length
24 negotiations after conducting discovery and exchanging extensive evidence and information about
25 the claims and defenses of this lawsuit through informal discovery, and engaging in pre-mediation
26 discussions, telephone conferences, and correspondence all aimed at settling their dispute.

27 12. In preparation for the mediation, Plaintiffs reviewed the entire discovery and
28 information produced. The information had to be extrapolated and processed to figure out the

1 amount of compensation Plaintiffs contends are due to the Classes. The evidence and information
2 gathered and reviewed by counsel provided a factual framework for a comprehensible and reliable
3 damage model pertaining to all Settlement Class Members. The mediation included discussions
4 and examination of the proposed Classes and the Parties' respective positions on the legal and
5 factual issues raised in the Complaint.

6 13. In summary, Plaintiffs' Counsel performed a thorough investigation into the
7 claims at issue, which included: (1) determining Plaintiffs' suitability as private attorneys general
8 and class representative through interviews, background investigations, and analyses of their
9 employment files and related records; (2) evaluating all of Plaintiffs' potential representative claims;
10 (3) researching similar wage and hour class actions as to the claims brought, the nature of the
11 positions, and the type of employer; (4) analyzing employees' time and wage records; (5) reviewing
12 Defendants' employment policies and practices; (6) researching settlements in similar cases and the
13 prior settlement in this case; (7) evaluating Plaintiffs' claims and estimating Defendants' liability
14 for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation.

15 14. By engaging in such a thorough investigation and evaluation of Plaintiffs' claims,
16 Plaintiffs' Counsel can opine that the Settlement, for the consideration and on the terms set forth in
17 the Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Settlement
18 Class Members in light of all known facts and circumstances, including the risk of significant delay
19 and uncertainty associated with litigation, and various defenses asserted by Defendant.

20 15. Defendants deny any wrongdoing and deny liability with respect to the matters
21 alleged in the Complaint and believe that they have valid defenses to all of Plaintiffs' claims.
22 Defendants further contend that they complied with all wage and hour laws applicable to the
23 employment of Plaintiffs and other Class Members. To date, no class has been certified and no
24 court has made any findings that Defendants engaged in any wrongdoing or in any wrongful
25 conduct, or otherwise acted improperly or in violation of any law, rule or regulation with respect
26 to any of the issues presented in this action.

27 16. Plaintiffs' counsel balanced the terms of the proposed Settlement against the risk of
28

1 litigation and probable outcome at the class certification stage, and if any Class were certified, at
2 trial. Based on their own respective independent investigations and evaluations, and after taking
3 into account the sharply disputed factual and legal issues involved in this matter, the risks
4 attending further prosecution of the case, and the monetary benefits received under the Settlement
5 despite the questionable nature of the claims, Plaintiffs' counsel is of the opinion that Settlement
6 for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and
7 adequate and is in the best interests of Plaintiffs sand the Class. Counsel for the Parties
8 investigated the applicable law as applied to the facts discovered regarding the claims of Plaintiff,
9 Defendants' defenses thereto and the damages claimed by Plaintiffs on behalf of the Settlement
10 Class.

11 17. I believe that the consideration and terms set forth in the Settlement Agreement are
12 fair, reasonable, and adequate and are in the best interests of the Settlement Classes in light of all
13 known facts and circumstances, including the various defenses asserted by Defendant, and
14 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
15 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
16 litigation, the lengthy process of establishing specific damages and various possible delays and
17 appeals, were also carefully considered in agreeing to the proposed Settlement.

18 18. The GSA includes, without limitation, (1) attorneys' fees in the amount of \$133,
19 333.33 and reimbursement of reasonable litigation costs and expenses in the amount of up to
20 \$25,000.00¹ to Class Counsel ("Attorneys' Fees and Costs"); (2) incentive award to each
21 Plaintiffs in the amount of up to \$7,500.00 ("Incentive Award"); (3) fees and expenses of
22 administration of the Settlement to the Settlement Administrator in an amount not to exceed
23 \$10,000.00 ("Settlement Administration Costs"); (4) \$40,000.00 to PAGA with twenty-five
24 percent (25%) share of the PAGA Penalties to PAGA members in the amount of \$10,000.00; and
25 (5) the seventy-five percent (75%) share of PAGA Penalties ("LWDA Payment") in the amount of
26 \$30,000.00 to the California Labor and Workforce Development Agency ("LWDA"). The Entire
27

28 ¹ To the extent costs and fees are not approved, those amounts will be included in the Net Settlement Amount.

1 Gross Settlement Amount will be paid to all Settlement Class Members who do not opt out of the
2 Settlement without the need to submit claims for payment. After deductions, the Net Settlement
3 Amount (“NSA”) is estimated to be approximately **\$176,666.67**. The Class Members are to be
4 paid based from the NSA on a pro rata basis based upon the weeks each class member worked in
5 comparison to the total work weeks worked by all Class Members.

6 19. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiffs
7 involved both in not prevailing on one or more of the causes of action or theories alleged in the
8 operative Complaints and in non-certification, and if successful, Defendants disputes the ability of
9 Plaintiffs to certify a class in this case. Defendants also argued it maintained lawful written
10 policies that were provided to the class members and enforced those policies. Yet, despite the
11 defenses proffered by Defendant, the proposed Settlement commits Defendants to pay each Class
12 Member a portion of the NSA. The amount to be paid to the Classes is fair, adequate and
13 reasonable given the significant risk to Plaintiffs and the Class in continuing with the litigation and
14 not prevailing on their claims at class certification or at trial or not being paid anything even if trial
15 was successful.

16 20. The predominant claims in this action arise from alleged violations of California
17 law with respect to Defendants’ failure to pay all wages due, failure to provide meal periods,
18 failure to provide rest periods, failure to reimburse necessary business expenses, failure to pay all
19 wages earned upon separation from employment and wage statement violations. Plaintiffs allege
20 that these practices resulted directly from the implementation and enforcement of Defendants’
21 own policies and practices. The parties also analyzed other claims such as sick pay and vacation
22 pay which resulted in providing little to no value.

23 21. Defendants’ time keeping records, payroll records, and review other relevant data
24 points, were analyzed to come up with a damage model to determine Defendants’ exposure for the
25 class.

26 22. The off the clock claim coupled with the rest break and meal break claim, along
27 with the wage statement claims arguably provided the more stronger claims. The resultant Labor
28 Code section 203 and 266 claims were uncertain given the defenses asserted for the underlying

1 claims and the underlying apparent compliant policies, which provided for an argument against the
2 “willfulness” prong necessary for a Labor Code §203 claim. Class Counsel recognized the risks
3 of an adverse finding on certification as to all these claims.

4 23. With regards to meal and rest breaks, Defendants argued class members took their
5 meal and rest breaks as evidenced by the high compliance rates, and that class members did not
6 work any hours for which they were not paid. Defendants also pointed to the high number of meal
7 period premiums paid. These arguments, coupled with the time and pay records, along with the
8 written policies, potentially created issues for certification and ultimately damages for these claims
9 and the related statutory penalties.

10 24. Based on these defenses, Defendants argued the wage statement claim and PAGA
11 claims also lacked merit. Defendants also argued that as Plaintiffs did not suffer any injury as to
12 any Labor Code violations, Plaintiff lacked Article III standing to pursue PAGA claims on behalf
13 of other employees. In *Magadia v. Wal-Mart Assocs.*, 999 F.3d 668, 674-78 (9th Cir. 2021), the
14 Ninth Circuit held that the Plaintiffs lacked Article III standing to bring a PAGA claim for
15 Walmart’s meal-break violations since he himself did not suffer injury. Additionally, many class
16 members signed arbitration agreements which if upheld as valid, could have the potential for class
17 certification if granted, could be reversed.

18 25. Although Plaintiffs' Counsel believe the class claims are strong, Plaintiffs' Counsel
19 also recognize that if the litigation had continued, they may well have encountered significant legal
20 and factual hurdles that could have prevented the Class from obtaining any recovery. To be sure, a
21 number of cases have found wage and hours actions to be especially amenable to class resolution.
22 However, some courts have gone the other way, finding that some of the very claims at issue here-
23 especially meal period and rest period violations-were not suitable for class adjudication because
24 they raised too many individualized issues. *See Duran v. US. Bank National Association*, 59 Cal.
25 4th 1, 31 (2014) (reversing a verdict from a class trial); *Ali v. US.A. Cab Ltd.*, 176 Cal. App. 4th
26 1333, 1341 (2009) (affirming denial of certification because employees' declarations attesting to
27 having taken meal and rest periods demonstrated that individualized inquiries were required to show
28 harm); *Campbell v. Best Buy Stores, L.P.*, 2013 U.S. Dist. LEXIS 137792, at *30- 41 (C.D. Cal.

1 Sept. 20, 2013) (following *Brinker* and denying certification of proposed off-the-clock and rest and
2 meal break classes due to lack of uniform policy); *Jimenez v. Allstate Ins. Co.*, 2012 U.S. Dist.
3 LEXIS 65328 (C.D. Cal. Apr. 18, 2012) (denying motion to certify meal and rest period classes
4 based on employer's practice of understaffing and overworking employees); *Gonzalez v. Officemax*
5 *NA.*, 2012 U.S. Dist. LEXIS 163853 (C.D. Cal. Nov. 5, 2012) (same); *Brown v. Fed. Express Corp.*,
6 249 F.R.D.580, 587-88 (C.D. Cal. 2008) (denying certification of driver meal and rest period claims
7 based on the predominance of individual issues); *Kenny v. Supercuts, Inc.*, 252 F.R.D. 64 I, 645
8 (N.D. Cal. 2008) (denying certification on meal periods claim); *Blackwell v. Skywest Airlines, Inc.*
9 , 245 F.R.D. 453, 467- 68 (S.D. Cal. 2007) (declining to certify class action because individual
10 issues predominated when different employee stations provided different practices with respect to
11 meal periods).

12 26. Some courts have denied certification even when an employer's policies are unlawful
13 on their face. For instance, in *Ordonez v. Radio Shack, Inc.*, 20 1 3 U.S. Dist. LEXIS 7868, *35-4 1
14 (C.D. Cal. Jan. 17, 201 3), the court denied certification even though the Plaintiffs submitted
15 evidence of a facially unlawful policy regarding rest breaks. The *Ordonez* court concluded that the
16 predominance and superiority elements were not met based on the employer's presentation of
17 anecdotal evidence of lawful compliance notwithstanding the unlawful policy. *Id.* at *38-40. And it
18 should be underscored that that claims which are amendable to certification can be disposed of by
19 motion for summary judgment. *See Loudv. Eden Med. Ctr.*, 2013 U.S. Dist. LEXIS 122873, **36-
20 53 (N.D. Cal. Aug. 28, 2013) (granting summary judgment on wage statement claim because
21 Plaintiffs could not show injury due to defects and that incorrect wage information is not willful).

22 27. As the above examples illustrate, the prospect of certifying a wage and hour action
23 is always uncertain, and the risk of being denied class certification militates in favor of settlement.
24 A denial of class certification effectively forecloses continued litigation, as neither the individual
25 nor his or her attorney will have any incentive to proceed with an individual case when such small
26 claims are at stake. *See In re Baycol Cases I & II*, 5 1 Cal. 4th 75 1 , 758 (2011) (explaining that a
27 dismissal of class claims is effectively the "death knell" of the case, despite survival of individual
28 claims). In other words, for cases where individual damages are relatively small, denial of class

1 certification results in a near-complete loss for Plaintiffs as well as no recovery for the employees,
2 who are shut out of the action. Thus, if the putative Class had not been certified, the value of
3 Plaintiffs' case would have been reduced to a fraction of the value of this Settlement; indeed,
4 Defendants would likely have offered no money to settle the class-wide claims if certification had
5 been denied.

6 28. Finally, early resolutions save time and money that would otherwise go to litigation.
7 Parties' resources, as well as the Court's, will be further taxed by continued litigation. And if
8 this action had settled following additional litigation, the settlement amount would likely have taken
9 into account the additional costs incurred, and there may have been less available for Class
10 Members. Cost savings is one reason why California policy strongly favors early settlement. *See*
11 *Nemy v. Regents of University of California*, 3 Cal. 4th 273, 277 (1992) (explaining the high value
12 placed on settlements and observing that "[s]ettlement is perhaps most efficient the earlier the
13 settlement comes in the litigation continuum."). This concern also supports settlement.

14 29. Further, beyond the risk of an adverse ruling on the merits or certification, Class
15 Counsel considered the fact that continued litigation would likely take years and would be
16 extremely expensive given the breadth and complexity of the claims. In this case, post-trial and
17 appellate proceedings are likely to occur, which will surely drag the case far into the future even
18 with a positive trial result. When facing a distant and unsure resolution of the allegations in this
19 action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly
20 litigation in favor of more immediate benefits to the Class was a consideration favoring settlement.
21 Given these realities, it is highly likely that the future expense of this litigation, and its likely
22 duration if the settlement is not approved, would be significant and weigh heavily in favor of
23 approval of this settlement.

24 30. The GSA is well within the acceptable range of reasonableness for the claims
25 of the Settlement Class Members. After analysis and review of Defendants' time and pay record
26 production and other payroll data, Class counsel estimates the overall damages value of the claims
27 at approximately **\$1,822,508 with approximately \$4,979,605 in potential penalties should**
28 Plaintiffs prevail at the class certification stage and at trial and survive any appeals and win on all

1 claims and be awarded maximum penalties for all class members and certain assumptions and
2 extrapolations were confirmed with further discovery. This amount was reduced by a reasonable
3 50% to **\$3,401,056** to account for the risks of continued litigation and not prevailing on one or
4 more claims and the Court not awarding penalties based upon Defendants' good faith arguments.
5 Indeed, Defendants' apparent compliant policies, high compliance rate, and payment of premiums
6 could potentially support Defendants' good faith and lack of willfulness arguments, where for
7 example LC 203 and 226 claims could be reduced to zero, which accounts for approximately 71%
8 of the alleged penalties identified herein.

9 31. There are an estimated 27,292 workweeks during the class period and
10 approximately 14,051 pay periods during the PAGA Period. The value of the failure to pay
11 overtime wages was valued at approximately **\$587,326.56** calculated as follows: 1 hour per
12 workweek x \$30.31 (OT Rate) x 71% of workweeks 19,377 workweeks. The value of the failure
13 to pay wages was valued at approximately **\$159,955.68** calculated as follows: 1 hour per
14 workweek x \$20.21(Avg. Hourly Rate) x 29% of workweeks (7,914.68 workweeks). The failure
15 to accurately pay overtime due to additional compensation/remuneration including but not limited
16 to bonuses, SPOT bonuses, Health & Wellness pay, incentives, commissions, and other
17 compensation for overtime calculation purposes was valued at **\$84,375**. The regular rate for sick
18 pay was valued at approximately **\$86,138**. The regular rate issue for meal period premiums was
19 valued at approximately **\$90,425**. With regards to meal periods, there were approximately 26,135
20 shifts where there was a meal period violation. However, there were 25,662 meal period premiums
21 paid during this time. As a result, there was a 98.2% compliance rate. Thus, the meal period claim
22 was valued at approximately **\$64,892**. The rest break claim was valued at approximately
23 **\$555,626** with a 25% violation rate. The unreimbursed expenses claim was valued at
24 approximately **\$193,770** based on approximately \$30 per month for use of personal vehicles for
25 business purposes. The wage statement claim was valued at approximately **\$1,228,650.00**.
26 Defendants also potentially owes to class members **\$1,275,655 in waiting time penalties**
27 (calculated as follows: 263 termed employees X 20.21 hourly rate X 8 hours per workday X 30
28 days). Defendants also potentially owes to class members **\$2,475,300 in PAGA penalties for one**

1 **alleged violation per pay period for the maximum PAGA penalties.** This amount could be
2 considerably reduced or even reduced to zero given the overall alleged compliant policies and
3 practices encountered herein.

4 32. Accounting for the various damage models and possible scenarios of the
5 outcome of litigation, the GSA of \$400,000.00 represents a reasonable recovery and
6 approximately 12-21% of the overall potential value. This recovery could easily be much higher if
7 at trial PAGA penalties were reduced or damages for certain pay periods or workweeks could not
8 be proven for certain individuals. The proposed GSA is within the “ballpark of reasonableness”
9 and should be approved. Counsel for Plaintiffs believe that this is a fair and reasonable Settlement
10 in light of the complexities of the case, the state of the law and uncertainties of class certification
11 and litigation, the policies and practices Defendants has had in place or implemented during the
12 purported liability period, and the benefit to be recovered for the Class. Given the risks inherent in
13 litigation, this settlement is fair, adequate, and reasonable and is in the best interests of the
14 Settlement Class, and should be preliminarily approved.

15 33. Based on the estimated Net Settlement Amount of \$176,666.67, on average each
16 Class Member will receive approximately **\$321**. The highest amount a Settlement Class Member
17 will receive is approximately **\$754.02** based upon \$6.39 per workweek multiplied by
18 approximately 118 maximum workweeks in the during the Class Period. The lowest payment is
19 estimated to be approximately **\$6.39** for someone who worked only one workweek. To the extent
20 any amount for Attorneys’ Fees, Costs, Claims Administration Costs or Incentives are not
21 awarded, the difference in those amounts will be added to the NSA. This is a guaranteed amount
22 of money paid to Settlement Class Members now, rather than the continued risk of further
23 litigation and receiving no money sometime in the far future and after trial and appeals.

24 34. The PAGA members who worked during the PAGA period will be paid a PAGA
25 Payment based upon a pro rata share of the number of pay periods each PAGA member worked
26 compared to the total pay periods worked by all PAGA group members during the PAGA period
27 of December 21, 2020 through March 28, 2023. As a result, there are approximately 544 PAGA
28 members who will each receive on average approximately \$18.38 per PAGA member.

1 35. The Class Representatives provided extensive supporting documents and
2 assisted Class Counsel in developing information necessary to litigate and settle this case.
3 Plaintiffs also conducted record review and consultation with counsel in preparation for mediation,
4 and to assist in evaluating and proving the claims. The settlement provides for a Enhancement
5 Payment to be paid to each of the two Class Representatives in the amount of \$7,500.00 each
6 subject to Court approval. The purpose is to compensate the Class Representatives an additional
7 incentive payment, taking into consideration the risks, time, effort and expenses incurred in
8 coming forward to provide invaluable information and negotiate and litigate this matter on behalf
9 of all Settlement Class Members who otherwise, would probably not file their own individual
10 claims to recover what may be relatively low damages. Further, the Payment of \$7,500.00 to each
11 Plaintiff as an incentive is a very fair and justified as part of the Settlement based on the risks
12 Plaintiffs has taken and benefits conferred upon the Settlement Class.

13 36. Class certification, as requested by the Parties for the purposes of the settlement
14 only, should be granted because Plaintiffs allege that the proposed Settlement Class Members'
15 claims all stem from the same alleged conduct, i.e., that Defendants violated California law
16 because they: (1) failed to pay wages including minimum and overtime wages and accurately pay
17 wages for meal period premiums and sick pay, (2) failure to provide meal periods, (3) failed to
18 provide rest periods, (4) failed to timely pay wages upon termination pursuant to Labor Code §
19 203, (5) failed to provide accurate itemized wage statements; (6) failed to reimburse business
20 expenses, and (7) violation of the UCL. In addition to compensatory damages, Plaintiffs and the
21 Settlement Class seek attorneys' fees, costs, and interest. Under these specific circumstances, the
22 commonality requirement for class certification is satisfied. The typicality requirement for
23 certification is also met as it is alleged that the Class Representatives and the proposed Settlement
24 Class were subjected to similar violations based upon similar conduct, policies and practices of the
25 Defendants regardless of their duties.

26 37. The adequacy requirement for certification is also met. The Class Representatives
27 and Class Counsel have prosecuted this action vigorously on behalf of the Settlement Class. The
28 Class Representatives will receive a reasonable award for the time and effort spent assisting Class

1 counsel with factual issues surrounding the case. Other than this specific payment to the Class
2 Representatives, all of the Class Members will receive a proportionate share of the NSA, as
3 detailed above provided they do not exclude themselves. Further, all PAGA Members during the
4 PAGA Period will receive their pro rata share of PAGA Payment. As a result, there is no conflict
5 of interest between the Class Representatives and the Class Members. Further, the NSA will be
6 fairly distributed among Participating Class Members, and no “settlement allocation” questions
7 will be raised.

8 38. Common questions of law and fact predominate over individual questions and
9 class-wide treatment of this dispute is superior to individual litigation. Plaintiffs alleges that the
10 proposed Settlement Classes in this case are sufficiently cohesive, since all Settlement Class
11 Members share a common nucleus of facts and potential legal remedies, and since all of the
12 Settlement Class Members and the Class Representative seek compensation for unpaid wages and
13 other civil and statutory penalties from Defendants for the allegations described in the Complaints.
14 Common questions about compensation or lack thereof for work performed by Settlement Class
15 Members and the Settlement Class Members’ potential legal remedies are identical. The
16 alternative method of resolution is individual claims for relatively small amounts of damages, but
17 individual cases would be uneconomical for potential plaintiffs because the cost of litigation
18 dwarfs potential recovery. Therefore, a class action is the preferred method of resolution.

19 39. The class notice plan here calls for the administrator ILYM Group, Inc., to mail a
20 Proposed Class Notice (Exhibit A) to all known and reasonably ascertainable Class Members
21 based on Defendants’ records. Further, the Settlement Administrator will conduct a skip-trace and
22 use all reasonable efforts to locate Settlement Class Members and will re-mail all returned
23 envelopes with forwarding addresses. The notice is consistent with the class certification notices
24 approved by numerous state and federal courts, and is the best notice practicable under
25 circumstances of this case. The proposed Settlement Class Members are ascertainable because all
26 of the Settlement Class Members have worked for Defendants during the Class Periods and can be
27 identified through Defendants’ records.

28 40. The Notice also fulfills the neutrality requirement. It summarizes the proceedings

1 to date and the terms and conditions of the Settlement in an informative and coherent manner, and
2 is accurate, objective, and understandable to Settlement Class Members, as is required under
3 prevailing precedent. The Notice clearly states the Settlement does not constitute an admission of
4 liability by Defendants and recognizes the Court has not ruled on the merits. It also states the final
5 settlement approval decision has yet to be made. The Notice also clearly instructs the Class
6 Members on how to object or exclude themselves from the Settlement. Therefore, Class Members
7 will have the option to participate or exclude themselves simply by mailing a request to exclude
8 themselves. The Class consists of non-exempt employees who speak English. Thus, the Notice of
9 Class Action is drafted in a manner that is likely to be readily understood by the Class.

10 Accordingly, the Notice complies with the standards of fairness, completeness and neutrality
11 required of a Class Notice. The Notice therefore is neutral, objective and understandable.

12 41. I have a great deal of experience in wage and hour class action litigation. I have
13 obtained certification of several classes, I have been approved as class counsel in many other
14 wage/hour class actions, and I am currently litigating numerous others. Although not an all
15 inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-
16 lead counsel, all of which implicated similar law and facts to those associated with this action:

17 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.: 30-
18 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium
19 wages for meal period and rest periods and resultant penalties. Class Notice pending.

20 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN DISTRICT- Case
21 No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-
22 classification of insurance claims adjusters employed by Gallagher Bassett, a third
23 party administrator (TPA) in the State of California. Certification granted. Plaintiffs'
24 counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds
25 fully distributed.

26 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-
27 04554. Wage and Hour Class Action case seeking past wages for "off the clock",
28 overtime and meal and rest break violations for production workers in the State of

1 California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final
2 Approval granted, no objections and funds fully distributed.

3 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
4 Wage and Hour Class Action case seeking past wages for meal and rest period
5 violations for retail employees in the State of California. Plaintiffs' counsel appointed
6 co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
7 distributed.

8 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
9 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and
10 rest period violations for retail employees in the State of California. Plaintiffs'
11 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no
12 objections and funds fully distributed.

13 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
14 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past
15 wages for overtime, meal and rest break violations for driver employees in the State of
16 California. Settlement for "binding arbitration." Arbitration Award for Plaintiffs
17 Class. Arbitration Award confirmed. Plaintiffs' counsel, lead trial counsel and class
18 counsel.

19 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
20 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for
21 overtime, meal and rest breaks violations for production employees in the State of
22 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval
23 granted, no objections and funds fully distributed.

24 h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County
25 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past
26 wages for overtime, meal and rest break violations for production employees in the
27 State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled,
28 Final Approval granted, no objections and funds fully distributed.

1 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
2 Wage and Hour Class Action seeking past wages for unlawful deductions, meal and
3 rest break violations for restaurant employees in the State of California. Plaintiffs'
4 counsel appointed as lead counsel. Case settled, Final Approval granted and funds
5 fully distributed.

6 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case
7 No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal
8 and rest break violations for security officers in the State of California. Plaintiffs'
9 counsel appointed as co-lead counsel. Case settled, Final Approval granted, no
10 objections and funds fully distributed.

11 k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court,
12 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action
13 seeking past wages for meal and rest break violations for security officers employed by
14 Defendants in the State of California. Plaintiffs' counsel and co-counsel. Case settled,
15 Final Approval granted and funds fully distributed.

16 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court,
17 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime,
18 meal and rest break violations for housekeepers employed by Defendants in the State
19 of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final
20 Approval granted, no objections and funds fully distributed.

21 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
22 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and
23 rest period violations for non-exempt employees employed by Defendants in the state
24 of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiffs has
25 petitioned the Court for Lead Counsel.

26 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
27 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages
28 for field and branch employees of Defendants in the State of California. Plaintiffs'

counsel appointed as lead counsel. Case settled and awaiting Final Approval.

o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant employees of Defendants in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break violations for security guards employed by Defendants in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break violations for production employees employed by Defendants in the State of California. Plaintiffs counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

r. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court, Case No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break violations for restaurant employees employed by Defendants in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

s. *Osuna v. DFG Restaurants, Inc., et al.*, Los Angeles Superior Court, Case No. BC 330145. Wage and Hour Class Action seeking past wages of overtime for misclassification of managers employed by Defendant, DBA Carl's Jrs. in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

t. *Burns v. Gymboree Operations, Inc., et al.*, San Francisco Superior Court, Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest

1 break violations for retail employees employed by Defendants in the State of
2 California. Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval
3 granted, no objections and funds fully distributed.

4 u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No.
5 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-
6 classification of managers employed by Defendants in the State of California.
7 Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no
8 objections and funds fully distributed.

9 v. *Davila, et al. v. Beckman Coulter, Inc.*, et al., Orange County Superior Court, Case
10 No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal
11 and rest break violations for production workers employed by Defendants in the State
12 of California. Plaintiffs' counsel appointed lead counsel. Case settled; final approval
13 granted; no objections and funds fully distributed.

14 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court,
15 Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime,
16 meal and rest period violations for production employees employed by Defendants in
17 the State of California. Plaintiffs counsel appointed as lead counsel. Case settled,
18 Final Approval granted, no objections and funds fully distributed.

19 42. Here, the Parties' agreement to pay Class Counsel Fees of 1/3 of the GSA is
20 reasonable. My firm and I have been the only counsel to represent Plaintiffs and the Settlement
21 Class in this matter, and we have borne the entire risk and cost of this litigation on a pure
22 contingency fee basis. The legal issues raised drew significantly upon my experience and the
23 extensive review and analysis of documents and information by me and others at my firm. In a
24 complex action such as this, the proposed attorneys' fees are, at the very least, on the low side of
25 the market rate for contingency fees.

26 43. At this juncture, with the addition of more hours due to the administration of the
27 the Settlement by Class Counsel, administration of the Settlement, and preparation for final
28 approval, counsel for Plaintiffs will provide a detailed analysis of its time in advance of the final

1 approval hearing. Plaintiffs' counsel will file a motion for attorneys' fees and costs to be heard
2 concurrently with the motion for final approval in accordance with the terms of the settlement
3 agreement.

4 44. Despite the complexity of the case, Class Counsel has, through the investment of
5 substantial effort and the resources of my law firm been able to secure an outstanding settlement
6 on behalf of the Settlement Class. Plaintiffs would have faced substantial legal and factual
7 obstacles in demonstrating that class certification was appropriate. Plaintiffs would also have been
8 required to establish a significant amount of witness testimony, pattern and practice evidence,
9 statistical evidence, sampling evidence, expert testimony, and other evidence in order to present
10 their case both at the class certification stage and trial. Defendants vigorously contested liability,
11 the amount of claimed damages, and the propriety of class certification, and would have continued
12 to do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and adequate
13 and in the best interests of the Class. The fairness and adequacy of the Settlement is confirmed by
14 all known facts and circumstances, including the risk of significant delay and uncertainty
15 associated with litigation, the various defenses asserted by Defendant, and numerous potential
16 appellate issues.

17 I declare under penalty of perjury that the foregoing is true and correct. Executed on April
18 19, 2023 at Irvine, California.

19 
20 James R. Hawkins
21
22
23
24
25
26
27
28

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

EXHIBIT 1

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to Final Approval by the Court, this Settlement Agreement is between Plaintiffs Melody Daniel-Collier and Judith Davis (collectively, "Plaintiffs"), on behalf of the Class, PAGA Members, and LWDA (as defined below), and Defendants GEO Reentry Services LLC and The GEO Group Inc., dba GEO California, Inc. (collectively, "Defendants"). Plaintiffs and Defendants collectively are referred to in this Agreement as the "Parties."

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Action:** The putative class action lawsuit filed by Plaintiff Melody Daniel-Collier on September 1, 2021, entitled *Daniel-Collier v. GEO Reentry Services LLC, et al.*, Case Number CGC-21-595010 in the State of California, San Francisco Superior Court, and consolidated with Plaintiff's PAGA action, Case No. CGC-21-596387.
- B. **Administration Costs:** The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed \$12,000.
- C. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement:** The settlement agreement reflected in this document, titled "Joint Stipulation and Settlement Agreement."
- D. **Attorney Fee Award:** The amount, not to exceed one-third of the Gross Settlement Amount (or \$133,333.33), finally approved by the Court and awarded to Class Counsel.
- E. **Class:** All current and former non-exempt employees employed by Defendants in California at any time during the Class Period.
- F. **Class Counsel:** James R. Hawkins and Gregory Mauro of James Hawkins APLC.
- G. **Class/PAGA Data:** For each Participating Class Member and PAGA Member: (1) full name; (2) last known home address; (3) social security number; (4) number of workweeks worked by each Participating Class Member in California during the Class/PAGA Period; (5) number of pay periods worked by each PAGA Member in California during the Class/PAGA Period; and (6) any other information reasonably required by the Settlement Administrator in order to effectuate the terms of the Settlement. The Class/PAGA Data shall be deemed confidential and may not be disclosed or used by the Settlement Administrator for any purpose except to facilitate the Settlement.

- H. Class Member:** Each person eligible to participate in this Settlement who is a member of the Class as defined above.
- I. Class Notice:** The Notice of Class and Representative Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.
- J. Class period:** The period from December 21, 2020 to March 28, 2023.
- K. Class Representatives or Plaintiffs:** Melody Daniel-Collier and Judith Davis.
- L. Class Representative Enhancement Payments:** The amount the Court awards to Plaintiffs Melody Daniel-Collier and Judith Davis for their services as Class Representatives, which will not exceed \$7,500 to each Plaintiff.
- M. Cost Award:** The amount that the Court awards Class Counsel for payment of actual litigation costs subject to proof, which shall not exceed \$25,000.
- N. Counsel for Defendants:** Attorneys Jeffrey S. Ranen and Soojin Kang of Lewis Brisbois Bisgaard & Smith.
- O. Court:** The State of California, San Francisco County Superior Court.
- P. Defendants:** GEO Reentry Services LLC and The GEO Group Inc., dba GEO California, Inc.
- Q. Exclusion Form:** The Election Not To Participate In (Opt Out From) Class Action Settlement Form, substantially similar to the form attached hereto as **Exhibit B**, subject to Court approval.
- R. Gross Settlement Amount ("GSA"):** The total value of the Settlement is a non-reversionary Four Hundred Thousand Dollars (\$400,000). This is the maximum amount Defendants can be required to pay under this Settlement Agreement, which includes: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payments paid to the Class Representatives, as approved by the Court; (4) Administration Costs paid to the Settlement Administrator, as approved by the Court; and (5) the PAGA Payment to the LWDA and to PAGA Members, as approved by the Court. Defendants' portion of payroll taxes as the Class Members' current or former employer is not included in the GSA and will be a separate obligation of Defendants in addition to the GSA.
- S. Individual PAGA Payment(s):** The amount payable to each PAGA Member from the portion of the PAGA Payment allocated to the PAGA Members under the terms of this Settlement Agreement.

- T. Individual Settlement Payment(s):** The amount payable to each Participating Class Member from the Net Settlement Amount under the terms of this Settlement Agreement.
- U. Judgment or Final Approval:** The final order entered by the Court finally approving this Agreement.
- V. LWDA:** California Labor and Workforce Development Agency.
- W. Net Settlement Amount ("NSA"):** The total amount of money available from the GSA for distribution to Participating Class Members, which is the GSA less the Attorney Fee Award, Cost Award, Class Representative Enhancement Payments, the PAGA Payment, and Administration Costs.
- X. PAGA:** The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
- Y. PAGA Members:** All current and former non-exempt employees employed by Defendants in California at any time during the PAGA Period.
- Z. PAGA Notices:** The PAGA Notices refer to the pre-filing notices of alleged Labor Code violations served on the LWDA and Defendants by Plaintiff Melody Daniel-Collier on September 1, 2021 and Plaintiffs Melody Daniel-Collier and Judith Davis on March 3, 2022.
- AA. PAGA Payment:** The PAGA Payment consists of \$40,000 of the Gross Settlement Amount allocated to satisfy the PAGA penalties claim as alleged in the Action. Seventy-five percent (75%) of the PAGA Payment (\$30,000) shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment (\$10,000) shall be part of the Net Settlement Amount and distributed to PAGA Members, on a pro rata basis, as set forth below.
- BB. PAGA Period:** The period from December 21, 2020 to March 28, 2023.
- CC. PAGA Released Claims:** PAGA Released Claims means all allegations and claims for civil penalties pursuant to PAGA based on any and all underlying claims asserted in the LWDA pre-filing notices dated September 1, 2021 and March 3, 2022.
- DD. Participating Class Members:** All Class Members who do not submit a valid and timely request to exclude themselves from the Class Action Settlement.
- EE. Parties:** Plaintiffs Melody Daniel-Collier and Judith Davis, as individuals and on behalf of the Class, PAGA Members, and the LWDA, and Defendants GEO Reentry Services LLC and The GEO Group Inc., dba GEO California, Inc.

- FF. Preliminary Approval or Preliminary Approval Order:** The Court's Order preliminarily approving the proposed Settlement.
- GG. Qualified Settlement Fund or QSF:** A fund within the meaning of Treasury Regulation § 1.46B-1, 26 C.F.R. § 1.468B-1 *et seq.* that is established by the Settlement Administrator for the benefit of Participating Class Members, PAGA Members, Plaintiffs and Class Counsel.
- HH. 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.
- II. Released Parties:** The Released Parties are (a) Defendants and any direct or indirect parents, subsidiaries, divisions, affiliates, and released 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.
- JJ. Response Deadline:** Forty-five (45) calendar days from the initial mailing of the Class Notice.
- KK. Settlement Administrator:** The third-party administrator agreed upon by the Parties to administer this Settlement is ILYM Group, Inc.
- LL. Settlement Effective Date:** The effective date of this Settlement shall be the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters an order approving the Settlement; (b) if an objection is filed and not withdrawn, the last date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the

date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

II. RECITALS

- A. Plaintiffs allege that Defendants are liable for damages and civil penalties under the PAGA as a result of its alleged failure to: (i) pay minimum and overtime wages; (ii) provide meal and rest periods and premium penalties; (iii) issue accurate, itemized wage statements; (v) pay all final wages due upon discharge; and (vi) reimburse business expenses.
- B. Defendants deny all liability and exposure of any kind, that any of Plaintiffs' claims are appropriate for class treatment or PAGA manageability, and that Plaintiffs have standing or are suitable representatives for class or PAGA purposes.
- C. On October 21, 2022, the Parties participated in a full day mediation with Jeff Krivis, Esq. and agreed to resolve all class and PAGA claims asserted in the Action subject to Court approval.
- D. Defendants expressly reserve and do not waive their right to enforce the arbitration agreements signed by any Plaintiff, Class Member, or PAGA Member, and assert that Defendants' agreement to enter into this Settlement shall not constitute or be construed as a waiver of their rights under such arbitration agreements should the Court deny approval of the Settlement or the Settlement otherwise does not become effective in whole or in part.

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum amount, "Gross Settlement Amount," excluding payroll taxes, that Defendants are obligated to pay under this Settlement Agreement is Four Hundred Thousand Dollars (\$400,000).
- B. **Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that for this Settlement to occur, the Court must certify the Class as defined in this Agreement.
- C. **Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiffs and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit or venue.

- D. Appointment of Class Representatives.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiffs shall be appointed as the representatives for the Class.
- E. Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.
- F. Settlement Disbursement.** Subject to the terms and conditions of this Agreement, and the approval of the Court, the Settlement Administrator will disburse the Gross Settlement Amount as follows:
- 1. To the Plaintiffs Melody Daniel-Collier and Judith Davis:** In addition to their respective Individual Settlement Payments, and subject to the Court's approval, Plaintiffs Melody Daniel-Collier and Judith Davis will each receive Class Representative Enhancement Payments up to Seven Thousand Five Hundred Dollars (\$7,500) each. An IRS Form 1099 will be issued to Plaintiffs with respect to their Class Representative Enhancement Payments. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payments. In the event the Court does not approve the entirety of the application for the Class Representative Enhancement Payments, the difference shall become part of the NSA and will be distributed to Participating Class Members. As further consideration, Plaintiffs Melody Daniel-Collier and Judith Davis each agree to a general release of their claims above and beyond released by the Class Members.
 - 2. To Class Counsel.** Class Counsel will apply to the Court for, and Defendants agree not to oppose, a total Attorney Fee Award not to exceed one-third of the GSA, or One Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33), and a Cost Award not to exceed Twenty-Five Thousand Dollars (\$25,000). IRS Forms 1099 will be issued to Class Counsel with respect to these payments. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Attorney Fee and Cost Awards. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and will be distributed to Participating Class Members.
 - 3. To the Responsible Tax Authorities.** The Settlement Administrator will withhold the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Payment. The Settlement Administrator will calculate the amounts of the Participating Class Members' and Defendants' portions of payroll withholding taxes. The Settlement Administrator will submit

Defendants' portion of payroll withholding tax calculation to Defendants for additional funding and forward those amounts along with each person's Individual Settlement Payment withholdings to the appropriate taxing authorities.

4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed \$12,000. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and will be distributed to Participating Class Members.
5. **To Participating Class Members.** The Settlement Administrator will pay each Participating Class Member an Individual Settlement Payment from the NSA.
 - (a) **Individual Settlement Payment Calculation.** The Individual Settlement Payment is calculated based on each Participating Class Member's pro rata share of the Net Settlement Amount based on workweeks during the Class Period as follows: (i) the number of workweeks he or she worked as a non-exempt employee during the Class Period, divided by (ii) the total number of workweeks worked by all Participating Class Members during the Class Period, which is then multiplied by the Net Settlement Amount.
 - (b) **Tax Treatment for Individual Settlement Payments.** Each Participating Class Member's Individual Settlement Payment will be apportioned as follows: twenty percent (20%) wages and eighty percent (80%) penalties and interest. The portion paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The amounts paid as penalties and interest shall be reported by IRS 1099 forms. Participating Class Members will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments.
6. **To PAGA Members.** The Settlement Administrator shall pay each PAGA Member an Individual PAGA Payment from the PAGA Payment allocated to the PAGA Members.
 - (a) **Individual PAGA Payment Calculation.** The Individual PAGA Payment is calculated based on each PAGA Member's pro rata share of the PAGA Payment allocated to the PAGA Members

based on pay periods worked during the PAGA Period as follows:
 (i) the number of pay periods he or she 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.

- (b) Tax Treatment for Individual PAGA Payments.** Each PAGA Member's Individual PAGA Payment will be apportioned as one hundred percent (100%) penalties and shall be reported by IRS 1099 forms. PAGA Members will be responsible for the payment of any taxes and penalties assessed on the Individual PAGA Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual PAGA Payments.

G. Appointment of Settlement Administrator. The Settlement Administrator shall be responsible for: (a) preparing, printing, and mailing the Class Notice to the Class Members; (b) keeping track of any objections or requests for exclusion from Class Members; (c) performing skip traces and re-mailing Class Notices and Individual Settlement Payments to Class Members; (d) calculating any and all payroll tax deductions as required by law; (e) calculating each Class Member's Individual Settlement Payment; (f) calculating each PAGA Member's Individual PAGA Payment; (g) providing weekly status reports to Defendants' Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; (h) providing a due diligence declaration for submission to the Court prior to the Final Approval Hearing; (i) mailing Individual Settlement Payments to Participating Class Members; (j) mailing Individual PAGA Payments to PAGA Members; (k) mailing the portion of the PAGA Payment due to the LWDA to the LWDA; (l) distributing the Attorney Fee Award and Cost Award to Class Counsel; (m) printing and providing Participating Class Members, PAGA Members and Plaintiffs with W-2s and 1099 forms as required under this Agreement and applicable law; (n) providing a due diligence declaration for submission to the Superior Court upon the completion of the Settlement; (o) providing any funds remaining in the QSF as a result of uncashed checks to the California State Controller's Office in accordance with California Unclaimed Property Law; and (p) for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in ILYM Group, Inc. or otherwise have a relationship with ILYM Group, Inc. that could create a conflict of interest.

H. 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 advisors, 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 U.S. Treasury Dept. Circular 230 (31 C.F.R. 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 adviser'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.

I. Procedure for Approving Settlement.

1. **Motion for Preliminary Approval and Conditional Certification.**
 - (a) Plaintiffs will move for an order conditionally certifying the Class for settlement purposes only, giving preliminary approval of the Settlement, setting a date for final approval, and approving the Class Notice and Exclusion Form. Prior to filing the moving papers, defense counsel will be given a reasonable opportunity to comment and have input particularly as to information that Defendants consider confidential, proprietary, or trade secret.
 - (b) Should the Court deny approval of the Settlement, with prejudice, the Settlement will be null and void, and the Parties will have no further obligations under it.
2. **Notice to Class Members.** After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice in accordance with the following procedure:
 - (a) Within twenty-one (21) calendar days after entry of the Preliminary Approval Order, Defendants shall deliver the Class Data to the Settlement Administrator.

- (b) Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. The Settlement Administrator shall maintain the Class Data as private and confidential and take reasonable and necessary precautions to maintain the confidentiality of the Class Data. The Settlement Administrator shall not distribute or use the Class Data or any information contained therein for any purpose other than to administer this Settlement.
- (c) Within fourteen (14) calendar days after Defendants' deadline to provide the Class Data to the Settlement Administrator, the Settlement Administrator will mail the Class Notice and Exclusion Form (collectively, the "Notice Packet") to all identified Class Members via first-class regular U.S. Mail.
- (d) If a Notice Packet is returned because of an incorrect address, within ten (10) calendar days from receipt of the returned Notice Packet, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Notice Packet to the Class Member. Those Class Members who receive a re-mailed Notice Packet will have an additional ten (10) calendar days to postmark an Exclusion Form, or file and serve an objection to the Settlement or dispute the information provided in their Class Notice.
- (e) Class Members may dispute the information provided in their Class Notice, but must do so in writing, via first-class mail, and it must be postmarked by the Response Deadline. To the extent Class Members dispute the number of weeks to which they have been credited or the amount of their Individual Settlement Payments, Class Members must produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed determinative. However, if a Class Member produces evidence to the contrary, the Parties will evaluate the evidence submitted by the Class Member and will make the final decision as to the number of eligible weeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled.
- (f) If any Exclusion Form received is incomplete or deficient, the Settlement Administrator shall send a letter informing the Class Member of the deficiency and allow fourteen (14) calendar days to cure the deficiency. If, after the cure period, the Exclusion Form is

not cured, it will be determined that the Class Member did not exclude himself or herself from the Settlement and will be bound by the Settlement.

- (g) The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Notice Packets mailed, the number of Notice Packets returned as undeliverable, the number of Notice Packets re-mailed, and the number of Exclusion Forms received.
- (h) No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than ten (10) calendar days before the Final Approval Hearing.

3. **Objections to Settlement.**

- (a) **Class Notice.** The Class Notice will provide that the Class Members who wish to object to the Settlement may do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline.
- (b) **Format.** Any written objections shall 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.
- (c) **Objector Appearances.** Participating Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel. The failure to file and serve a written objection does not waive a Participating Class Member's right to appear at and make an oral objection at the Final Approval Hearing.

4. **Request for Exclusion from the Settlement ("Opt Out").**

- (a) **Class Notice.** The Class Notice will provide that Class Members who wish to exclude themselves from the class action Settlement

must mail to the Settlement Administrator an Exclusion Form. The written request for exclusion must: (a) include the Class Member's name and address, and the last four digits of his or her Social Security number; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member; and (d) be postmarked no later than the Response Deadline. The identity of those who opt out shall be deemed confidential and shall not be made publicly available.

- (b) **No Opt Out From PAGA.** PAGA Members will not be able to exclude themselves from receiving their portion of the PAGA Payment. The Class Notice will inform PAGA Members that they cannot opt out of the PAGA portion of the settlement and explain that they will not be permitted to pursue any action under PAGA against the Released Parties for any claim that arose during the PAGA Period, even if they elect to opt out of the class action Settlement.
- (c) **Validity and Effect.** Any Class Member who returns a timely, valid, and executed Exclusion Form will not participate in or be bound by the Settlement and Judgment and will not receive an Individual Settlement Payment. A Class Member who does not complete and mail a timely Exclusion Form will be included in the Settlement, will receive an Individual Settlement Payment, and will be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement.
- (d) **Report.** No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notice Packets mailed to Class Members, the number of Notice Packets returned as undeliverable, the number of Notice Packets re-mailed to Class Members, the number of re-mailed Notice Packets returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.
- (e) **Defendants' Option to Terminate.** If five percent (5%) or more of the Class Members opt out of the Settlement, Defendants shall retain the right, in their sole discretion, to nullify and terminate the Settlement within fourteen (14) days after expiration of the opt-out period.

5. **No Solicitation of Objection or Requests for Exclusion.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.
6. **Motion for Final Approval.**
 - (a) Class Counsel will file unopposed motions for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) the Administration Costs; (4) the Class Representative Enhancement Payments; and (5) the PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Claims of the Participating Class Members and the PAGA Members. Prior to filing the moving papers, defense counsel will be given a reasonable opportunity to comment and have input particularly as to information that Defendants consider confidential, proprietary, or trade secret.
 - (b) If the Court denies Final Approval of the Settlement with prejudice, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date.
 - (c) Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.
7. **Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations

under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount.

8. **Disbursement of Settlement Shares and Payments.** Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. No person shall have any claim against Defendants, Defendants' Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

(a) **Funding the Settlement:** No later than ten (10) business days after the Settlement Effective Date, the Gross Settlement Amount of Four Hundred Thousand Dollars (\$400,000) shall be tendered to the Settlement Administrator by or on behalf of Defendants.

(b) **Disbursement:** Within fourteen (14) calendar days after the deadline to fund the Settlement, the Settlement Administrator shall calculate and disburse all payments due under the Settlement Agreement, including all Individual Settlement Payments, Individual PAGA Payments, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payments, the PAGA Payment, and the Administration Costs. The Settlement Administrator will forward a check for seventy-five percent (75%) of the PAGA Payment to the LWDA for settlement of the PAGA claim. After such payment, Defendants shall have no liability for PAGA claims by or on behalf of PAGA Members during the PAGA Period, which are released under this Agreement.

(c) **QSF:** The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.* and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

9. **Uncashed Checks.** Participating Class Members and PAGA Members must cash or deposit their Individual Settlement Payment and Individual PAGA Payment checks within one hundred eighty (180) calendar days after the checks are mailed to them. If any checks are returned as undeliverable and without a forwarding address, the Settlement Administrator will conduct a skip trace search to find the most up-to-date mailing addresses and re-mail the checks promptly. If any checks remain

uncashed or not deposited by the expiration of the one hundred eighty (180) day period, the Settlement Administrator will pay the amount of the Individual Settlement Payment or Individual PAGA Payment (as applicable) to the State Controller Unclaimed Property Fund in accordance with California Unclaimed Property Law so that the Participating Class Member and/or PAGA Member will have his or her Individual Settlement Payment and/or Individual PAGA Payment available to him or her per the applicable claim procedure to request that money from the State of California.

10. Final Report by Settlement Administrator. Within ten (10) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

11. Legal Fees and Costs. Aside from the Court-ordered Attorney Fee Award and Cost Award, all Parties are responsible for paying for their own legal fees and costs.

J. Class Released Claims. In consideration for the payments awarded pursuant to the terms of this Settlement, upon the Court's final approval of the Settlement, Plaintiffs and the Participating Class Members will fully and finally release and discharge Released Parties from all claims, demands, rights, liabilities, and causes of action for any type of relief and non-PAGA penalties alleged or that could have been alleged based on the facts alleged in the Action, including 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, Business and Professions Code section 17200, Code of Civil Procedure section 1021.5, and related IWC Wage Orders. This release shall apply to claims arising during the Class Period and will be binding and effective upon Plaintiffs and Participating Class Members regardless of whether they cash their settlement check.

K. 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.

- L. Plaintiffs' Release of Claims and General Release.** In consideration for the payments awarded pursuant to the terms of this Settlement, including the Class Representative Enhancement Payments to each Plaintiff, Plaintiffs hereby provide a general release of claims for themselves and their spouses, heirs, successors and assigns only, and forever release, remise, and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, arising from the beginning of time through the date the Court grants Final Approval, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to their employment with Defendants or the remuneration for, or termination of, such employment. Plaintiffs' Release of Claims also includes a waiver of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims that 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.

Plaintiffs' General Release does not release any claims that cannot lawfully be released. The General Release specifically excludes claims for unemployment insurance, disability, social security, and workers' compensation (except for claims pursuant to Labor Code Sections 132a and 4553).

M. Miscellaneous Terms.

- 1. No Admission of Liability.** Defendants make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendants reserve the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action or could proceed on a representative basis. This Agreement is entered into solely for the purpose of compromising highly

disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants of liability or wrongdoing. This Settlement and Plaintiffs' and Defendants' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation, administrative proceeding or other special proceeding (other than solely in connection with this Settlement).

2. **No Effect on Employee Benefits.** The Class Representative Enhancement Payments, Individual Settlement Payments and/or Individual PAGA Payments paid to Plaintiffs, Participating Class Members and/or the PAGA Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiffs, Participating Class Members or PAGA Members. The Parties agree that any Class Representative Enhancement Payments, Individual Settlement Payments and/or Individual PAGA Payments paid to Plaintiffs, Participating Class Members and/or the PAGA Members under the terms of this Agreement do not represent any modification of Plaintiffs', Participating Class Members' or PAGA Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.
3. **Publicity.** Class Counsel and Plaintiffs agree to discuss the terms of this Settlement only in declarations submitted to a court to establish Class Counsel's adequacy to serve as class counsel, in declarations submitted to a court in support of motions for preliminary approval, final approval, attorneys' fees and costs, and any other pleading filed with the Court in conjunction with the Settlement, and in discussions with Class Members in the context of administering this Settlement until the Preliminary Approval Order is issued. Class Counsel and Plaintiffs agree to decline to respond to any media inquiries concerning the Settlement. The Parties also agree that no party shall issue any press release to the news media, or communicate in any way with any news media, concerning the settlement or the litigation or post any terms of the Agreement on any social media platform.
4. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

5. **Authorization to Enter into Settlement Agreement.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Mediator or the Court.
6. **Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
7. **Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.
8. **Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors in interest.
9. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
10. **No Prior Assignment.** Plaintiffs hereby represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
11. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

12. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arm's-length negotiations, taking into account all relevant factors, current and potential.
13. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Plaintiffs, Class Counsel, PAGA Members and Participating Class Members will assume any such tax obligations or consequences that may arise from any disbursements made under this Agreement, and shall not seek any indemnification from the Parties or any of the Released Parties in this regard.
14. **Jurisdiction of the Superior Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Superior Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
15. **Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
16. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
17. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

///

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: 4/16/2023, 2023

MELODY DANIEL-COLLIER

DocuSigned by:
MELODY DANIEL-COLLIER
F964E35320E845C...

Dated: 4/11/2023, 2023

JUDITH DAVIS

DocuSigned by:
Judith Davis
656709221CFD46B...

Dated: 4-11-23, 2023

GEO REENTRY SERVICES LLC

James R. Bryan, Esq.
EVP Corporate Counsel

Dated: 4-11-23, 2023

THE GEO GROUP INC. DBA GEO CALIFORNIA INC.

James R. Bryan, Esq.
EVP Corporate Counsel

Dated: April 17, 2023

JAMES HAWKINS APLC

James R. Hawkins, Esq.
Gregory Mauro, Esq.

Attorneys for Plaintiffs Melody Daniel-Collier and Judith Davis, on behalf of themselves and all others similarly situated

Dated: April 19, 2023

LEWIS BRISBOIS BISGAARD & SMITH LLP

Jeffrey S. Ranen, Esq.
Soojin Kang, Esq.

Attorneys for Defendants GEO Reentry Services LLC and The GEO Group Inc. dba GEO California Inc.

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

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 County, 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.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?.....	Page 2
2. What Is This Case About?	Page 2
3. Am I a Class Member?	Page 3
4. How Does This Class Action Settlement Work?.....	Page 3
5. Who Are the Attorneys Representing the Parties?	Page 3
6. What Are My Options?.....	Page 4
7. How Do I Opt-Out Or Exclude Myself From This Settlement?	Page 4
8. How Do I Object To The Settlement?	Page 5
9. How Does This Class Action Settlement Affect My Rights? What are the Released Claims?	Page 5
10. How Much Can I Expect to Receive From This Class Action Settlement?	Page 6
11. What is the PAGA Payment, and Am I Eligible for it?	Page 7
12. How Will the Attorneys for the Class and the Class Representatives Be Paid?.....	Page 8
13. Final Approval Hearing and Remote Appearance... ..	Page 8
14. How Do I Get More Information?	Page 8

--

Questions? Call the Settlement Administrator toll free at [phone number]

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 [the date of Preliminary Approval], 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 [the date of final approval hearing], 2023 at [time a.m./p.m.], before the Honorable Ethan P. Shulman, 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 1198 (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.

--

Questions? Call the Settlement Administrator toll free at [phone number]

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	LEWIS BRISBOIS BISGAARD & SMITH LLP Jeffery S. Ranen Soojin Kang 633 West 5 th Street, Suite 4000 Los Angeles, CA 90071 Telephone: (213) 250-1800

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.

--

Questions? Call the Settlement Administrator toll free at [phone number]

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 [redacted], 2023 to: Melody Daniel-**

--

Questions? Call the Settlement Administrator toll free at [phone number]

Collier and Judith Davis v. GEO Reentry Services LLC, et. al. C/O [INSERT SETTLEMENT ADMINISTRATOR’S NAME AND ADDRESS].

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 should 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 [address] by [the Response Deadline]. 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. 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:

--

Questions? Call the Settlement Administrator toll free at [phone number]

A. Released Claims.

The claims that Plaintiffs and the other Participating Class Members are releasing in exchange for the consideration provided for by the Settlement are all claims, demands, rights, liabilities, and causes of action for any type of relief and non-PAGA penalties alleged or that could have been alleged based on the facts alleged in the Action, including, but not be limited to, 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* §§ 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, *Business and Professions Code* §17200, *Code of Civil Procedure* §1021.5, related IWC Wage Orders.

Furthermore, PAGA Released Claims means all allegations and claims for civil penalties pursuant to PAGA based on any and all underlying Labor Code violations alleged in the Complaints or in the PAGA Notices that arose during the PAGA Period, which includes alleged violations of California *Labor Code* §§ 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2698 *et seq.* and applicable IWC Wage Orders.

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 \$_____; (4) the Class Counsel Award for attorneys' fees of up to \$133,333.33 and costs of up to \$_____, 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 \$_____ 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: \$_____, less taxes. This is based on Defendants' records, which show you worked _____ 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 [address] on or before [the Response Deadline]. Any evidence submitted will be carefully weighed, and the Class Counsel and Defendants' Counsel

--

Questions? Call the Settlement Administrator toll free at [phone number]

will make a final determination. If this was re-mailed to you, you have an additional ten (10) days to submit a dispute.

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 State of California. 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 issue.

Based on your total number of pay periods, your Individual PAGA Payment is \$ [redacted]. 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.

--

Questions? Call the Settlement Administrator toll free at [phone number]

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 [the date of final approval hearing], 2022 at [time a.m./p.m.], before Honorable Ethan P. Shulman 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."

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court at 400 McAllister St., San Francisco, California 94102, between 8:30 a.m. and 12:30 p.m.

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

--

Questions? Call the Settlement Administrator toll free at [phone number]

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

EXHIBIT B

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 MAIL 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 _____, 2023 and sent via U.S. Mail to:

GEO Reentry Services LLC Settlement Administrator, C/O [Insert Administrator's Name]
[Insert Administrator Address]
[City, State ZIP]

By signing and mailing 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)