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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

ERIC HERRERA, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

CORECIVIC OF TENNESSEE, LLC, a
Tennessee limited liability company;
and DOES 1 through 50, inclusive

Defendants.

Case No.: 3:25-cv-2298-GPC-DEB

*Assigned to District Judge Hon. Gonzalo
P. Curiel*

**ORDER GRANTING JOINT
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Complaint Filed: May 30, 2025
Removal Filed: July 11, 2025
Trial Date: None Set

1 WHEREAS, Plaintiff Eric Herrera (“Plaintiff”) and Defendant CoreCivic of
2 Tennessee, LLC’s (“Defendant,” and collectively the “Parties”) Joint Motion for
3 Preliminary Approval of Class Action Settlement came before this Court on July 31,
4 2026. The Court, having fully reviewed the Parties’ Joint Motion for Preliminary
5 Approval of Class Action Settlement, and the supporting Points and Authorities and
6 Declaration filed in support thereof, including the Class Action and PAGA
7 Settlement Agreement (“Settlement Agreement”) and Notice of Class Action
8 Settlement and Hearing Date for Final Court Approval (“Notice”), and for good
9 cause appearing, HEREBY MAKES THE FOLLOWING ORDERS:

10 1. The Court grants preliminary approval of the settlement based upon the
11 terms set forth in the Class Action and PAGA Settlement Agreement, which is
12 attached as Exhibit 1 to the Declaration of John G. Yslas in Support of Motion for
13 Preliminary Approval of Class Action Settlement and is incorporated in full by this
14 reference and made a part of this Order. The Settlement appears to be fair, adequate,
15 and reasonable to the Class.

16 2. All capitalized terms defined in the Settlement Agreement shall have the
17 same meaning when used in this Order.

18 3. The terms of the Settlement Agreement fall within the range of
19 reasonableness of a settlement that could ultimately be given final approval by this
20 Court, and appears to be presumptively valid, subject only to any objections that may
21 be raised at the Final Approval Hearing and final approval by this Court. The Court
22 notes that Defendant CoreCivic of Tennessee, LLC has agreed to create a Gross
23 Settlement Fund of Six Hundred Twenty Four Thousand Five Hundred Fifty Dollars
24 and Zero Cents (\$624,550.00) to cover: (a) Individual Settlement Payments to
25 Settlement Class Members who do not validly opt out; (b) all costs of administration
26 of the settlement up to Fifteen Thousand Five Hundred Dollars (\$15,500.00); (c) all
27 attorneys’ fees, which shall not exceed 30% of the Gross Settlement Fund
28 (\$187,365.00), and costs (not to exceed \$12,000.00); (d) any Enhancement Award

1 granted by the Court, which shall not exceed Ten Thousand Dollars (\$10,000.00) to
2 the Class Representative; (e) a Fifty-Two Thousand Dollar (\$52,000.00) payment to
3 the State of California, Labor & Workforce Development Agency for its share of the
4 settlement of claims for penalties under the Private Attorneys General Act; and (f) a
5 Twenty-Eight Thousand Dollar (\$28,000.00) payment, which shall be distributed
6 amongst Aggrieved Employees.

7 4. The Court finds and concludes that the Settlement Agreement is the
8 result of arms-length negotiations between the parties conducted after Class Counsel
9 had adequately investigated Plaintiff's claims and become familiar with the strengths
10 and weaknesses of those claims. The assistance of United States Magistrate Judge,
11 Hon. Daniel E. Butcher in the settlement process and Early Neutral Evaluation
12 further confirms that the settlement is non-collusive. The Court further finds that the
13 settlement of Plaintiff's representative claims under the California Private Attorneys
14 General Act, Cal. Labor Code §§ 2698 *et seq.*, is fair and reasonable and is approved.

15 5. The Court hereby preliminarily finds, for settlement purposes only, that
16 all requirements of Fed. R. Civ. P. 23(a) and (b)(3) have been satisfied. Because
17 certification of the Class is proposed in the context of a settlement, the Court need
18 not inquire whether the case, if tried as a class action, would present intractable
19 management problems. As such, the Court hereby preliminarily certifies the
20 following Settlement Class:

21 All current and former non-exempt employees of Defendant who were
22 employed in California between July 11, 2023 through December 12,
23 2025.

24 6. The Court hereby finds and concludes that the Settlement Class, for
25 settlement purposes only, that the requirements for certification under Fed. Rules
26 Civ. Proc., Rule 23(a) and 23(b)(3) are satisfied: (a) the standard for numerosity in
27 Fed. Rules Civ. Proc., Rule 23(a)(1); (b) the standard for commonality in Fed.
28 Rules Civ. Proc., Rule 23(a)(2); (c) the typicality requirement in Fed. Rules Civ.

1 Proc., Rule 23(a)(3); (d) adequate representation by Wilshire Law Firm, PLC and
2 Plaintiff Eric Herrera; and (e) the common questions and superiority requirements
3 of Fed. Rules Civ. Proc., Rule 23(b)(3) .

4 7. The Court preliminarily approves Phoenix Class Action Administrators
5 (“Settlement Administrator”) to perform the duties of the Settlement Administrator
6 as set forth in this Order and the Settlement Agreement.

7 8. The Settlement Class are ably represented by counsel who are
8 experienced and competent in the prosecution of complex class action litigation and
9 have acted in their best interests. Accordingly, the Court hereby preliminarily
10 appoints Wilshire Law Firm, PLC to serve as Class Counsel for the Settlement Class.

11 9. The Court finds that the Notice, which is attached as Exhibit A to the
12 Settlement Agreement, comports with Fed. Rules Civ. Proc., Rule 23 and all
13 constitutional requirements including those of due process. The Court further finds
14 that the Notice adequately advises the Class about the class action; the terms of the
15 proposed settlement, the benefits available to each Settlement Class Member, and the
16 proposed fees and costs to Class Counsel; each Settlement Class Member’s right to
17 object or opt out of the settlement, and the timing and procedures for doing so;
18 preliminary Court approval of the proposed settlement; and the date of the final
19 approval hearing as well as the rights of Settlement Class Members to file
20 documentation in support of or in opposition to and appear in connection with said
21 hearing. The Court further finds that the mailing of the Notice to each Settlement
22 Class Member’s last known address, with appropriate skip tracing and mail
23 forwarding for Notices returned as undeliverable, as specifically described in the
24 Settlement Agreement, constitutes reasonable notice to Settlement Class Members
25 of their rights with respect to the class action and proposed settlement.

26 10. Within twenty-one (21) calendar days of the issuance of this Order,
27 Defendant shall provide the Settlement Administrator with the Class Data, as
28 specified in the Settlement Agreement.

1 11. Within twenty-one (21) calendar days after receiving the Settlement
2 Class List from Defendant, the Settlement Administrator shall mail the Notice in the
3 manner specified in the Settlement Agreement.

4 12. Within 20 business days after the Effective Date, Defendant will fully
5 fund the Gross Settlement Amount and also fund the amounts necessary to fully pay
6 Defendant's share of payroll taxes by depositing the funds into a Qualified
7 Settlement Fund to be established as a trust by the Settlement Administrator.

8 13. The Court orders that any request for exclusion from the Settlement
9 must be postmarked no later than forty-five (45) calendar days after the Notice is
10 initially mailed to Settlement Class Members, and must be received by the Settlement
11 Administrator to be valid, except for Settlement Class Members whose Notices are
12 returned as undeliverable and then remailed to a corrected/forwarding address will
13 have an additional fifteen (15) calendar days beyond the Response Deadline has
14 expired to fax, email, or mail his or her Request for Exclusion from the Settlement
15 or Objection to the Settlement.

16 14. Any Settlement Class Member who does not timely and validly request
17 exclusion from the settlement may object to the Settlement Agreement. Any
18 objection must be in writing, and must be faxed, mailed, or emailed to the Settlement
19 Administrator. Such objection shall include the full name, signature, and address of
20 the Settlement Class Member. The objection may, but is not required to, include a
21 written statement of all grounds for the objection, copies of any papers, briefs, or
22 other documents upon which the objection is based. To be timely, the objection must
23 be postmarked no later than forty-five (45) calendar days after the Notice is initially
24 mailed to the Class except for Settlement Class Members whose Notices are returned
25 as undeliverable and then remailed to a corrected/forwarding address will have an
26 additional fifteen (15) calendar days beyond the Response Deadline has expired to
27 fax, email, or mail his or her Objection to the Settlement. The date of the fax, email
28 or postmark on the return mailing envelope will be the exclusive means to determine

1 whether an objection has been timely submitted. Settlement Class Members who fail
2 to object in the manner specified above will be deemed to have waived all objections
3 to the Settlement and will be foreclosed from making any objections and seeking any
4 adjudication or review, whether by appeal or otherwise, to the Settlement Agreement.
5 Settlement Class Members who postmark timely Notices of Objection will have a
6 right to appear at the Final Approval Hearing and have the Court hear their
7 objections. None of the Parties or their counsel will seek to solicit or otherwise
8 encourage Class Members to submit written objections to the Settlement Agreement
9 or appeal from the Final Approval Order. Class Counsel will not represent any Class
10 Members with respect to any such objections to this Settlement. Plaintiff will neither
11 submit a Request for Exclusion nor Notice of Objection to the Settlement.

12 15. The final approval hearing shall be held before this Court on
13 _____, 2026 at _____ in Courtroom 12A, to consider the
14 fairness, adequacy, and reasonableness of the proposed settlement preliminarily
15 approved by this Order, and to consider the motion of Class Counsel for an award of
16 reasonable attorneys' fees and costs and Class Representative Enhancement Award.

17 16. Any party to this case, including any Settlement Class Member, may be
18 heard in person or by counsel, to the extent allowed by the Court, in support of, or in
19 opposition to, the Court's determination of the good faith, fairness, reasonableness,
20 and adequacy of the proposed settlement, the requested attorneys' fees and costs, the
21 requested Class Representative Enhancement Award, and any order of final approval
22 and Judgment regarding such settlement, fees, costs, and payments; provided
23 however, that no person shall be heard in opposition to such matters unless such
24 person has complied with the conditions set forth in the Notice.

25 17. Briefs regarding the settlement shall be served and filed in accordance
26 with the following briefing schedule:
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Plaintiff's motion for attorneys' fees and costs	14 days before the deadline for Settlement Class Members to submit objections to the settlement
Plaintiff's motion for final approval of the settlement and for Class Representative Enhancement Awards	28 days before the Final Approval Hearing
Defendant's Counsel shall file with the Court a declaration attesting that CAFA Notice has properly been served pursuant to 28 U.S.C. §1715	10 days before the Final Approval hearing
Reply briefs, if any	14 days before the Final Approval Hearing

18. The Court orders that if for any reason the Court does not execute and file an order of final approval and judgment that does not approve the terms of the Settlement Agreement without material modification, or if such a final approval order is reversed, the Settlement Agreement and the proposed settlement which is the subject of this Order and all evidence and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement Agreement.

19. The Court orders that the Settlement Agreement, and/or any documents filed in support of approval of the Settlement, shall not be construed as an admission or evidence of liability.

20. Pending further order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement Agreement are stayed.

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1 21. The Court expressly reserves the right to adjourn or continue the Final
2 Approval Hearing without further notice to Class Members.

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4 **IT IS SO ORDERED.**

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Honorable Gonzalo P. Curiel
7 United States District Judge
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