

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
ERIC KEELS AND SANDRA INMAN,
individually and on behalf of all others similarly
situated,

Plaintiffs,

-against-

NOT FOR PUBLICATION
ORDER
15-CV-6261 (CBA) (SMG)

THE GEO GROUP, INC. and ACCURATE
BACKGROUND, INC.,

Defendants.

-----X
AMON, United States District Judge:

WHEREAS, the Action is pending before this Court;

WHEREAS, Named Plaintiffs¹ in this action, brought under the Fair Credit Reporting Act (“FCRA”), 15 U.S.C § 1681 and the New York State Fair Credit Reporting Act (“NY FCRA”), N.Y. Gen. Bus. Law § 380, have entered into a proposed Settlement Agreement, (D.E. # 50-A (“Settlement Agreement”)), with Defendant The Geo Group, Inc., (“GEO”) which, if finally approved by the Court, will result in the settlement of all claims by Named Plaintiffs and individuals similarly situated to them against GEO;

WHEREAS, in full and final settlement of the claims asserted against GEO in this action, it has agreed to pay \$900,000.00 and implement certain equitable relief as enumerated in the Settlement Agreement;

WHEREAS, Named Plaintiffs have made an application pursuant to Rule 23(e) of the Federal Rules of Civil Procedure for an order preliminarily approving the Settlement Agreement;

WHEREAS, Named Plaintiffs have sought, and GEO does not object to, the certification of the Settlement Class solely for settlement purposes;

¹ Named Plaintiffs are Eric Keels and Sandra Inman.

WHEREAS, Named Plaintiffs have requested that they be appointed as class representatives of the Settlement Class;

WHEREAS, the parties have agreed to the entry of this Preliminary Approval Order, and;

WHEREAS, the Court has considered the Settlement Agreement and other documents submitted in connection with Named Plaintiffs' Motion for Preliminary Approval of the Settlement Agreement, Certification of the Settlement Class, and Appointment of Class Counsel, and good cause for this Order having been shown;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. All capitalized terms used herein shall have the same meaning as set forth in the Settlement Agreement, unless otherwise defined herein.
2. Upon review of the record, the Court finds that the Settlement Agreement resulted from arm's-length negotiations between experienced counsel and falls within the range of possible approval. Therefore, the terms of the Settlement Agreement are hereby preliminarily approved.
3. Solely for purposes of the settlement set forth in the Settlement Agreement, the Court preliminarily finds that all the requirements of Rule 23 of the Federal Rules of Civil Procedure are satisfied for settlement purposes.
4. The Court conditionally certifies the following class under Federal Rule of Civil Procedure 23(e) for settlement purposes only:

All persons for whom GEO obtained a Consumer Report, from October 30, 2010 through the date of entry of this Order, as part of the GEO hiring or employee retention process, and at some point later in time either were not hired or were terminated, and by virtue of being provided with notice, have the opportunity to potentially become a member of the proposed class. Any class member who timely mails a request for exclusion shall be excluded from the settlement class.

5. The Court conditionally finds that Ossai Miazad and Christopher M. McNerney of Outten & Golden LLP, 685 Third Avenue, 25th Floor, New York, NY 10017, meet all the requirements of Federal Rule of Civil Procedure 23(g) and appoints them as class counsel.
6. The Court hereby conditionally certifies the Named Plaintiffs as the class representatives for the settlement class.
7. The Court hereby approves the parties' designation of KCC LLC as the Settlement Claims Administrator. Absent further order of the Court, KCC LLC shall have such duties and responsibilities as set forth in the Settlement Agreement.
8. The provisions in the Settlement Agreement relating to notice of the proposed settlement and fairness hearing are approved by the Court.
9. If the Settlement Agreement is terminated or not consummated for any reason, the conditional certification of the Settlement Class as provided herein shall be null and void, of no further force or effect, and without prejudice to any party, including, but not limited to, GEO's rights to contest class certification, and may not be introduced as evidence or referred to in any actions and the parties shall be restored to their respective positions as it existed prior to the execution of the Settlement Agreement.
10. The Court sets the following schedule:
 - a. The funding of the Settlement Agreement shall proceed in the manner set forth in Section III of the Settlement Agreement.
 - b. Within twenty-five (25) days after the entry of this Order (the "Notice Date"), Defendants are directed to distribute the Notice of Class Action Settlement and Fairness Hearing to the Class in the manner described in Section IV of the Settlement Agreement.

- c. Within thirty days (30) of the Notice Date, the Settlement Administrator shall send a reminder to Settlement Class Members of their opportunity to send a Claim Form.
 - d. Within forty-five (45) days of the Notice Date, Class Members who wish to exclude themselves ("opt out") from the Class or object to the terms of the Settlement, must do so in the manner described in Sections IV and V of the Settlement Agreement.
 - e. Class Members shall have sixty days (60) days from the Notice Date to file claims in the manner described in Section IV of the Settlement Agreement.
 - f. The parties are directed to file a proposed Final Order and memorandum of law in support of the proposed Final Settlement by January 23, 2018.
 - g. A final settlement approval hearing will be held on February 23, 2018 at 2:00 pm in Courtroom 10D South before Judge Carol Bagley Amon. The date and time shall be set forth in the Notice and Class Counsel shall advise members of the Settlement Class of any changes to that schedule by way of the Settlement Website.
 - h. Class Counsel's application for award of attorney's fees and costs shall be heard at the final settlement approval hearing.
11. Any member of the Settlement Class that wishes opt out from the Settlement Class must send a written Request for Exclusion to the Settlement Administrator, so that it is received by the Settlement Administrator at the address indicated in the Notice on or before the close of the opt out period. Any member of the Settlement Class who does not properly and timely request exclusion from the Settlement Class shall be bound by all the terms and provisions of the Settlement Agreement, whether or not such person made a claim upon, or participated in, the Settlement Fund pursuant to the Settlement Agreement.

12. Any person or entity that does not elect to be excluded from the Settlement Class may, but need not, enter an appearance through his or her own attorney. Settlement Class members who do not enter an appearance through their own attorneys will be represented by Class Counsel.
13. Any person or entity that does not elect to be excluded from the Settlement Class may, but need not, object to the proposed Settlement by serving a written objection. Any Class Member making an objection must sign the objection personally. An objection must state the basis for the objection. If an objector intends to appear personally at the final approval hearing, the objector must include with the objection a notice of the objector's intent to appear personally.
14. Objections, along with any notices of intent to appear, must be filed no later than forty-five (45) days from the Notice Date. If counsel is appearing on behalf of more than one Class Member, counsel must identify each such Class Member and each Class Member must have complied with the requirements of this Order. Any Class Member who does not timely file and serve an objection in writing to the Settlement, in accordance with the procedure set forth in the Class Notice, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise.
15. Objections, along with any notice of intent to appear, must be mailed to the Claims Administrator, Class Counsel, and counsel for Defendant at the addresses listed below:

Class Counsel:

Ossai Miazad
Christopher M. McNerney
Outten & Golden LLP
685 Third Avenue, 25th Floor
New York, New York 10017
(212) 245-100

Defense Counsel:

Carolyn P. Short
Reed Smith LLP
Three Logan Square
1717 Arch Street, Suite 3100
Philadelphia, Pennsylvania 19103
(215) 851-8100

16. All reasonable costs incurred in notifying members of the Settlement Class, as well as administering the Settlement Agreement, shall be paid as set forth in the Settlement Agreement.
17. The Court approves the Notice of Class Action Settlement and Fairness Hearing and Claim Form, (Settlement Agreement, Ex. B) and directs their distribution, in substantially the same form, as provided for in Section IV of the Settlement Agreement.

SO ORDERED.

Dated: September 30, 2017
Brooklyn, New York

/s/ (CBA)

Carol Bagley Amodeo /
United States District Judge