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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO – CENTRAL DIVISION

17 SCOTT MILES STOUT AND DERRICK
18 ALLEN FELTON, individually and on behalf
of all others similarly situated,

19 Plaintiffs,

20 v.

21 THE GEO GROUP, INC., a Florida
22 corporation, doing business in California as
23 GEO CALIFORNIA, INC.; SDCC MIDDLE
BLOCK, LLC, a Delaware limited liability
company; and DOES 1-20, inclusive,

24 Defendants.

Case No. 37-2019-00000650-CU-CR-CTL

Assigned for All Purposes to:
Judge Kenneth J. Medel
Dept. C-66

CLASS ACTION

SETTLEMENT AGREEMENT

(UNLIMITED CIVIL MATTER)
IMAGED FILE

(Mandatory eFILE Case)

Complaint Filed: January 4, 2019

Trial Date: Not Set

JURY TRIAL DEMANDED

1 **I. RECITALS**

2 This Settlement Agreement is made and entered into between Plaintiffs Scott Miles Stout
3 and Derrick Allen Felton, on behalf of themselves and all others similarly situated, and Defendants
4 The GEO Group, Inc. and SDCC Middle Block, LLC.

5 On January 4, 2019, Scott Stout filed a class action lawsuit in San Diego Superior Court
6 against Defendant The GEO Group, Inc. (“GEO”), *et al.*, alleging that construction-related barriers
7 in the Western Region Detention Facility (“Facility”) operated by GEO denied Plaintiff Scott Stout
8 and others with Mobility Disabilities full and equal access.

9 The complaint was amended on two occasions; the operative Second Amended Complaint
10 (“SAC”) was filed on October 3, 2019. The SAC includes Derrick Allen Felton as a named plaintiff
11 and class representative and replaces the former Facility owner with the current owner—Defendant
12 SDCC Middle Block, LLC (“Middle Block”). The SAC alleges causes of action for violation of the
13 Unruh Civil Rights Act, Civil Code section 51, *et seq.*, violation of the Disabled Persons Act, Civil
14 Code section 54, *et seq.*, and breach of contract, and seeks statutory damages and injunctive relief
15 requiring Defendants to remediate the construction-related barriers.

16 In December 2019, GEO filed a motion to strike claims for injunctive relief and specific
17 performance, which was denied by the Court on July 24, 2020.

18 On February 19, 2020, Plaintiffs filed a motion for class certification which was granted by
19 the Court on July 24, 2020.

20 On December 11, 2020, the Court denied Plaintiffs’ motion for summary judgment; on
21 August 27, 2021, the Court denied Defendants’ motion for summary adjudication of the contract
22 causes of action.

23 On April 1, 2022, the Court denied Defendants’ motion for judgment on the pleadings.

24 The Parties discussed settlement on numerous occasions and exchanged significant amounts
25 of information in the course of these discussions, in addition to the discovery exchanged throughout
26 the course of litigation. They participated in mediated settlement discussions with the Honorable
27 Judge Leo Papas (ret.), in February 2021 and May 2021, but were unable to reach a negotiated
28 resolution at that time. Judge Papas continued to work with the Parties after the May 2021

1 mediation. On July 15 and 27, and August 15, 2022, the Parties attended a third, fourth, and then
2 fifth mediation before mediator Scott Markus.

3 On September 1, 2022, Defendants filed a renewed motion for judgment on the pleadings,
4 which was not heard or decided. On September 27, 2022, the Parties reached an agreement on all
5 material settlement terms.

6 While Defendants deny that they have committed any wrongful act(s) or are subject to any
7 liability to Plaintiffs or any of the Settlement Class Members on account of any of the claims alleged
8 or otherwise, the Parties now seek, through this settlement, to resolve all disputes and controversies
9 as alleged in the Action.

10 **II. DEFINITIONS**

11 As used in this Settlement Agreement, the following terms shall have the meaning ascribed
12 to them in this Section and in the Recitals.

13 1. "Action" means this case captioned *Stout v. The GEO Group, Inc.*, No. 37-2019-
14 00000650-CU-CR-CTL (San Diego Superior Court).

15 2. "Barriers List" means the list of alleged architectural barriers prepared by Plaintiffs'
16 Certified Access Specialist Paul Bishop. The Barriers List is attached hereto as Exhibit A.

17 3. "Claim Form" means the form attached as Exhibit B, for Settlement Class Members
18 other than the Identified Class Members to submit their claim for a payment from the Net Settlement
19 Fund.

20 4. "Claims-Based Class Members" are members of the Settlement Class other than the
21 Identified Class Members.

22 5. "Claims Deadline" means 90 days after the last day Direct Mail Notice is mailed to
23 Class Members or Publication Notice is published, whichever is later, which shall be the latest date
24 a Class Member may timely submit a Claim Form to the Settlement Administrator online or, if
25 mailed, the latest date the Claim Form must be postmarked.

26 6. "Claims Protocol" means the process for administering the claims referenced in this
27 Settlement Agreement. The Claims Protocol is attached as Exhibit C.

28 7. "Class Counsel" means Blood Hurst & O'Reardon, LLP.

1 8. “Class Counsel’s Medical Expert” means Allen Chen, M.D. During discovery, Class
2 Counsel engaged Dr. Chen, who is an orthopedic surgeon, board certified in physical medicine and
3 rehabilitation and board certified in pain medicine, to review medical records and identify members
4 of the Settlement Class and the number of days each had a Mobility Disability while housed at the
5 Facility.

6 9. “Class Representatives” mean Scott Miles Stout and Derrick Allen Felton.

7 10. “Court” means the San Diego Superior Court where this action is pending.

8 11. “Defendants” means GEO and Middle Block.

9 12. “Defendants’ Counsel” means Allen Matkins Leck Gamble Mallory & Natsis LLP.

10 13. “Effective Date” means the later in time of: (a) the date on which the time to appeal
11 has expired if no appeal has been taken from the Final Order and Judgment; (b) in the event that an
12 appeal is filed, the date after such appeal has been finally concluded and is no longer subject to
13 review; or (c) if Class Counsel and Defendants agree in writing, any other agreed date that is earlier
14 than the Effective Date as calculated according to subparagraphs (a) and (b) above.

15 14. “Facility” means the Western Region Detention Facility located at 220 West “C”
16 Street, San Diego, California, 92101.

17 15. “Final Approval Hearing” means the hearing to be held by the Court, pursuant to
18 California Rules of Court, Rule 3.769, to determine if the settlement set forth in this Settlement
19 Agreement should be approved.

20 16. “Final Order and Judgment” means the Court’s order approving the settlement as
21 fair, adequate, and reasonable and the judgment to be entered by the Court upon its approval. The
22 Final Order and Judgment shall be substantially in the form of Exhibit D, but may be two separate
23 documents.

24 17. “Gallegos-Lopez Action” means San Diego County Superior Court case no. 37-
25 2019-08203-CU-CR-CT, styled *Jose Gallegos-Lopez et al. v. Geo Group, Inc., et al.*

26 18. “Gallegos-Lopez Plaintiffs” means Jose Gallegos-Lopez, Alberto Romero, and
27 Anthony Rhodes.

28 19. “Identified Class Members” means those 109 Settlement Class Members whom

1 Class Counsel, in consultation with Plaintiffs' Medical Expert, have identified as having a Mobility
2 Disability while housed at the Facility, the nature of which would more likely than not have resulted
3 in these Settlement Class Members experiencing difficulty, discomfort and/or embarrassment within
4 the meaning of Cal. Civ. Code § 55.56 when encountering architectural barriers, less any Identified
5 Class Member who opts out of the Settlement.

6 20. "Mobility Disability" means a disability or qualified medical condition as defined
7 under the Unruh Civil Rights Act (Cal. Civil Code § 51(e)), the Disabled Persons Act (Cal. Civil
8 Code § 54(b), California Government Code §§ 12926 or 12926.1, or the California Code of
9 Regulations, Title 24 § 202, and that requires the use of an ambulatory aid (with the exception of
10 soft shoes), as defined in the Court's order granting class certification dated July 24, 2020.

11 21. "Net Settlement Fund" is the amount of the Settlement Fund minus: (a) attorneys'
12 fees, costs, and expenses approved by the Court, (b) the plaintiff service awards approved by the
13 Court, (c) the estimated cost of settlement administration, and (d) any portion of the Settlement Fund
14 that would be distributed to Settlement Class Members but for timely opting out of the Settlement.
15 The Net Settlement Fund is a non-reversionary qualified fund of money established pursuant to
16 Treas. Reg. § 1.468B-1 of the Internal Revenue Code.

17 22. "Objection Date" means the date by which Class Members must file and serve
18 objections to the Settlement Agreement and shall be no later than thirty (30) days before the date
19 first set for the Final Approval Hearing.

20 23. "Opt-Out Date" means the postmark date by which a Request for Exclusion must be
21 mailed to the Settlement Administrator for a Settlement Class Member to be excluded from the
22 Settlement Agreement and shall be no later than thirty (30) days before the date first set for the Final
23 Approval Hearing.

24 24. "Parties" means the Defendants and the Plaintiffs.

25 25. "Plaintiffs" mean Scott Miles Stout and Derrick Allen Felton.

26 26. "Plaintiffs' Counsel" means Blood Hurst & O'Reardon, LLP, Law Offices of Charles
27 S. Roseman & Associates, and Law Office of Thomas E. Robertson.

28 27. "Preliminary Approval" means the preliminary approval of this Settlement

1 Agreement by the Court as described in Section 4.

2 28. "Publication Notice" means the version of the notice to Class Members about the
3 Settlement Agreement as memorialized in this Settlement Agreement, substantially in the form of
4 Exhibit E.

5 29. "Release" means the release provided for in Section 3 of this Settlement Agreement.

6 30. "Released Parties" means Defendants and all past owners of the Facility from
7 January 4, 2017 to the present, and each of Defendants' and past owners' past, present and future
8 officers, directors, predecessors, assignees, parents, divisions, subsidiaries, affiliates, sister
9 corporations, insurers and reinsurers, attorneys, employees, shareholders, members, administrators,
10 successors, agents, and any subsequent purchaser of all or substantially part of the Released Parties'
11 stock or assets.

12 31. "Releasing Parties" means Plaintiffs and each Settlement Class Member, and any
13 other legal or natural persons who may claim by, through, or under them.

14 32. "Settlement Administrator" means JND Legal Administration, who will be
15 responsible for disseminating notice of the Settlement and claims administration, which includes
16 administering the claims process, reviewing Claim Forms, and determining claims in accordance
17 with the duties and obligations set forth in Exhibit C, the Claims Protocol, and those duties set forth
18 in Section 6 below.

19 33. "Settlement Agreement" means this document and all exhibits to this document.

20 34. "Settlement Class" means all persons with a Mobility Disability who were housed at
21 the Facility at any time from January 4, 2017, until the date upon which the Court enters the Final
22 Order and Judgment in this Action. Excluded from the Settlement Class is any individual who
23 timely and validly opts-out from the Settlement Class.

24 35. "Settlement Class Member" means a member of the Settlement Class.

25 36. "Settlement Class Member Allocation" is the amount of the Net Settlement Fund
26 allocated to each Settlement Class Member with an approved Claim and each Identified Class
27 Member. The formula for determining each Settlement Class Member's Allocation is described in
28 Sections 2.2-2.3 and in the Claims Protocol, Exhibit C.

1 37. The "Settlement Fund" is \$8 million.

2 38. "Settlement Website" means the dedicated website created for this Settlement to
3 inform Class Members of the terms of the Settlement, the Claim Form, the progress of the settlement
4 approval process, post relevant documents related to the Settlement and the Action, and to permit
5 Settlement Class Members to provide address updates.

6 **III. AGREEMENT**

7 Now, therefore, for good and valuable consideration, the sufficiency and receipt of which is
8 hereby acknowledged, the Parties agree as follows:

9 **1. Remediation of Construction-Related Barriers**

10 1.1 GEO has agreed to remediate the Facility's alleged construction-related
11 barriers identified in the Barriers List. The cost to GEO of this remediation was approximately
12 \$300,000. GEO represents that as of February 28, 2022, it has remediated all alleged
13 construction-related barriers identified in the Barriers List, except for one barrier relating to a
14 toilet on the first floor dayroom, which was remediated in October 2022.

15 1.2 To confirm this remediation, GEO agrees to provide information and
16 photographs by which Plaintiffs' expert, Paul Bishop, or another accessibility expert selected by
17 Class Counsel, is able to confirm completed remediation of the alleged construction-related
18 barriers identified in the Barriers List. If Plaintiffs' accessibility expert reasonably determines
19 actual or additional site inspections or information are/is required to confirm if remediation of the
20 construction-related barriers as identified in the Barriers List has been completed, those
21 inspections or information will be timely arranged/provided by GEO. Plaintiffs' accessibility
22 expert will provide a written report to the Parties regarding GEO's remediation of construction-
23 related barriers as identified in the Barriers List.

24 1.3 Any dispute regarding implementation or completion of remediation of
25 construction-related barriers identified in the Barriers List will be negotiated between the Parties
26 in good faith to resolve the dispute. In the event the Parties are unable to resolve the dispute,
27 either party may file a motion with the Court to enforce or confirm compliance with the Settlement
28 Agreement.

1 **2. The Non-Reversionary Settlement Fund**

2 2.1 Within thirty (30) days of Preliminary Approval, the Settlement Fund shall
3 be deposited by GEO and its insurer into a qualified settlement fund established for this Settlement
4 Agreement at Western Alliance Bank. The Settlement Fund shall be used to pay: (a) the
5 attorneys' fees, costs, and expenses approved by the Court, (b) the Class Representative Service
6 Awards approved by the Court, and (c) the costs of the Settlement Administrator.

7 2.2 The Net Settlement Fund shall be distributed to Settlement Class Members.
8 Each Settlement Class Member is entitled to receive a proportionate share of the Net Settlement
9 Fund in accordance with the Claims Protocol. Identified Class Members, and Claims-Based Class
10 Members who file valid and timely claims, will be sent a check or other form of direct payment
11 for their share of the Net Settlement Fund by the Settlement Administrator in a manner designed
12 to promote the safe payment of money to each recipient. Settlement Class Members receiving their
13 settlement payment by check will have 180 days from the issue date on the check to cash or
14 deposit the check.

15 2.3 In the event any portion of the Net Settlement Fund has not been distributed
16 to Settlement Class Members after all reasonable efforts are made as described in Sections 5.3 and
17 5.4 *infra* and after waiting for 180 days from the date the last check or payment is thus mailed,
18 including any check or payment that has been re-issued, the remaining balance shall be distributed
19 to Settlement Class Members who have been successfully located in accordance with the Claims
20 Protocol.

21 2.4 For purposes of allocating the Net Settlement Fund, the amount that
22 otherwise would be awarded to a person (i.e., either an Identified Settlement Class member or a
23 Claims Based Class Member who submits a valid and timely claim) who timely opts out shall be
24 considered for purposes of determining the Settlement Class Member Allocation. For example, if
25 there are 10 class members with claims for \$10 each, and one opts out, \$90 would be distributed
26 evenly among the remaining 9 class members.

27 2.5 Within thirty (30) days after the Effective Date, any portion of the Net
28 Settlement Fund that would be distributed to either (1) Identified Class Members but for timely

1 opting out of the Settlement or (2) Claims Based Class Members who submit timely and valid
2 claims before timely opting out of the Settlement shall be refunded to GEO and its insurer. This
3 amount shall not include any subsequent allocation provided for in Section 2.3 and the Claims
4 Protocol that would be distributed to Identified Class Members but for timely opting out of the
5 Settlement.

6 **3. Release of Claims and Dismissal of Parties**

7 3.1 The Gallegos-Lopez Plaintiffs are Settlement Class Members. The
8 Gallegos-Lopez Plaintiffs have dismissed the Gallegos-Lopez Action with prejudice.
9 Simultaneously with the execution of this Settlement Agreement, and as a material condition of
10 this Settlement Agreement, the Gallegos-Lopez Plaintiffs shall have prepared a separate release
11 substantively identical in scope to the general release provide for in Paragraphs 3.3 through 3.5
12 below.

13 3.2 In consideration for the Settlement Agreement, Defendants and each of their
14 past, present, and future officers, directors, predecessors, assignees, parents, divisions,
15 subsidiaries, affiliates, sister corporations, insurers and reinsurers, attorneys, employees,
16 shareholders, administrators, successors, agents, and any subsequent purchaser of all or
17 substantially part of Defendants' stock or assets, shall be deemed to have, and by operation of the
18 Final Order and Judgment shall have, released Plaintiffs' Counsel, Class Counsel, and each
19 Plaintiff and Class Representative from any and all causes of action that they had or held as of the
20 date upon which the Court enters the Final Order and Judgment in this Action and that were or
21 could have been asserted pertaining to the conduct in filing and prosecuting the litigation or in
22 settling the Action.

23 3.3 In consideration for the Settlement Agreement, Plaintiffs, for themselves,
24 their heirs, children, executors, administrators, predecessors, agents, servants, employees, insurers,
25 partners, associates, representatives, successors and assigns past, present, or future shall be
26 deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and
27 forever released, relinquished, acquitted, and discharged the Released Parties of any and all
28 claims, demands, actions, suits, petitions, liabilities, and causes of action of any kind or nature

1 whatsoever which the Plaintiffs have or held as of the date upon which the Court enters the Final
2 Order and Judgment in this Action, whether known or unknown, suspected or unsuspected,
3 including, without limitation, any and all claims arising out of or in any way related to the
4 allegations of the SAC.

5 3.4 Plaintiffs expressly understand and acknowledge the provisions of Section
6 1542 of the Civil Code of the State of California, which provides that:

7 A general release does not extend to claims that the creditor or releasing party does
8 not know or suspect to exist in his or her favor at the time of executing the release
9 and that, if known by him or her, would have materially affected his or her settlement
with the debtor or released party.

10 Plaintiffs expressly waive and relinquish any and all rights and benefits that they may have under,
11 or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code,
12 or any other law of any state or territory that is similar, comparable or equivalent to Section 1542,
13 to the fullest extent they may lawfully waive such rights. Plaintiffs will be deemed by the Final
14 Order and Judgment to have acknowledged and waived the provisions, protections, and benefits of
15 Civil Code section 1542.

16 3.5 Plaintiffs represent and warrant that they are the sole and exclusive owners
17 of all claims that they personally are releasing under this Settlement Agreement. Plaintiffs further
18 acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred,
19 assigned or encumbered any right, title, interest, or claim arising out of or in any way whatsoever
20 pertaining to the Action, including without limitation, any claim for benefits, proceeds or value
21 under the Action, and that Plaintiffs are not aware of anyone other than themselves claiming any
22 interest, in whole or in part, in the claims that they are releasing under the Settlement Agreement
23 or in any benefits, proceeds or values in the claims that they are releasing under the Settlement
24 Agreement.

25 3.6 Plaintiffs' Counsel and Class Counsel fully, finally, and forever release,
26 relinquish, acquit, and discharge the Released Parties of any and all claims, demands, actions,
27 suits, petitions, liabilities, and causes of action of any kind or nature whatsoever which Plaintiffs
28 Counsel and Class Counsel have or held as of the date upon which the Court enters the Final

1 Order and Judgment in this Action, whether known or unknown, suspected or unsuspected,
2 including without limitation, any and all claims arising out of or in any way related to the
3 allegations of the SAC.

4 3.7 In consideration for the Settlement Agreement, the Releasing Parties, for
5 themselves, their heirs, children, executors, administrators, predecessors, agents, servants,
6 employees, insurers, partners, associates, representatives, successors and assigns past, present, or
7 future shall be deemed to have, and by operation of the Final Order and Judgment shall have,
8 fully, finally, and forever released, relinquished, acquitted, and discharged the Released Parties of
9 any and all claims, demands, actions, suits, petitions, liabilities, and causes of action that the
10 Releasing Parties have or held as of the date upon which the Court enters the Final Order and
11 Judgment in this Action, whether known or unknown, suspected or unsuspected, that are
12 reasonably related to the allegations of the SAC. This release is intended to be as broad as
13 permissible pursuant to *Amaro v. Anaheim Arena Management, LLC*, 69 Cal. App. 5th 521 (2021).

14 **4. The Settlement Approval Process**

15 **Preliminary Approval**

16 4.1 Plaintiffs will file a motion for preliminary approval after execution of this
17 Settlement Agreement seeking a Preliminary Approval Order in a form substantially similar to
18 Exhibit F. The Preliminary Approval Order shall, among other things:

- 19 a. Preliminarily approve the Settlement Agreement;
- 20 b. Make findings regarding the form and dissemination of class notice;
- 21 c. Schedule a date and time for a Final Approval Hearing to determine
22 whether the Settlement Agreement should be finally approved by the
Court;
- 23 d. Authorize Defendants to take all necessary and appropriate steps to
24 implement the Settlement Agreement;
- 25 e. Appoint the Settlement Administrator; and
- 26 f. Issue other related orders to effectuate the preliminary approval of
the Settlement Agreement.

27 **Final Approval**

28 4.2 Plaintiffs will file a motion for final approval at least 45 court days before

1 the date scheduled by the Court for the Final Approval Hearing. At or after the Final Approval
2 Hearing, the Parties shall seek to obtain from the Court a Final Order and Judgment substantially
3 in the form of Exhibit D. The Final Order and Judgment shall, among other things:

- 4 a. Finally approve the Settlement Agreement;
- 5 b. Find that the Class Notice and dissemination thereof complied with
6 all laws;
- 7 c. Incorporate the Release set forth in the Settlement Agreement;
- 8 d. Retain jurisdiction relating to the administration, enforcement, and
9 interpretation of the Settlement Agreement, the Final Order and
10 Judgment, and for any other necessary purpose, pursuant to
11 California Civil Code § 664.6 or otherwise; and
- 12 e. Issue related Orders to effectuate the final approval of the Settlement
13 Agreement and its implementation.

14 **5. Notice to the Class**

15 5.1 Class Notice will be accomplished through a combination of Direct Mail
16 Notice, publication, and any other reasonable manner designed to reach and communicate the
17 Settlement to Settlement Class Members, including Settlement Class Members residing outside of
18 the United States, with the assistance of the Settlement Administrator. The Parties agree the
19 proposed notice complies with all applicable laws and rules, including the Due Process clause of
20 the United States Constitution.

21 **Direct Mail Notice**

22 5.2 No later than 30 days after the date upon which the Court enters the
23 Preliminary Approval Order, the Settlement Administrator shall cause to be delivered via first
24 class U.S. Mail the Direct Mail Notice substantially in the form of Exhibit G. The Direct Mail
25 Notice shall be sent to the Identified Class Members and the 20 Claims-Based Class Members
26 whom Class Counsel have identified as possibly being a member of the Settlement Class at his or
27 her last known address, after addresses are updated through the National Change of Address
28 database and any other reasonably practical means available to the Settlement Administrator. The
Direct Mail Notice will explain how they can obtain their Class Member Allocation. A cover
letter will be included for the Identified Class Members informing them of their estimated initial

1 Class Member Allocation and explaining that they do not need to submit a Claim Form to receive
2 it.

3 5.3 To effectuate Direct Mail Notice and distribution of settlement funds, no
4 later than 7 days after the date upon which the Court enters the Preliminary Approval Order,
5 Defendants agree to provide all contact information known to GEO to the Settlement
6 Administrator, including information obtained by GEO from the United States Marshals Service
7 and the Federal Bureau of Prisons, regarding the Identified Class Members and the 20 Claims-
8 Based Class Members whom Class Counsel have identified as possibly being a member of the
9 Settlement Class. Where available to GEO, such information shall include, but not be limited to,
10 these persons' names, inmate identification numbers, emergency contact information, family
11 member contact information, attorneys' contact information, last known addresses (including last
12 known detention or prison facilities), dates of birth, social security numbers, and driver's license
13 numbers. Such information shall be kept confidential. As a condition of this Settlement
14 Agreement, the Settlement Administrator shall sign a confidentiality agreement acceptable to
15 GEO.

16 5.4 The Settlement Administrator shall also: (a) as soon as practicable
17 following receipt of any notices returned by the United States Postal Service with a forwarding
18 address, re-mail such notices; (b) by itself or using an address research firm, research such
19 returned mail for a better address and promptly mail copies of the applicable notice to any better
20 address so found.

21 **Long Form Notice**

22 5.5 The Long Form Notice shall be substantially in the form of Exhibit H, shall
23 be posted on the Settlement Website, and shall contain the following:

24 5.5.1 General Terms: a plain and concise description of the nature of the
25 Action, the history of the litigation of the claims, the Settlement Agreement, including information
26 on the identity of Settlement Class Members, how the Settlement Agreement would provide relief
27 to the Settlement Class Members, what claims are released under the Settlement Agreement, and
28 other relevant terms and conditions.

1 5.5.2 Opt-Out Rights: information regarding Settlement Class Members'
2 right to opt out of the Settlement Agreement, and the deadlines and procedures for exercising this
3 right.

4 5.5.3 Objection to Settlement: information regarding Settlement Class
5 Members' right to object to the Settlement Agreement and to appear at the Final Approval
6 Hearing, including the deadlines and procedures for exercising these rights.

7 5.5.4 Fees and Expenses: information about the amounts being sought by
8 Plaintiffs' Counsel as Attorneys' Fees, Costs and Expenses, and service awards to the Class
9 Representatives and that the Attorneys' Fees, Costs and Expenses and service awards to the Class
10 Representatives shall be paid out of the Settlement Fund.

11 **Publication Notice**

12 5.6 Publication notice will be published in the San Diego Union Tribune and El
13 Latino beginning no later than 30 days after Preliminary Approval. The publication notice that
14 will appear in printed form will be substantially in the form of Exhibit E.

15 **6. Settlement Administration and Claim Review**

16 6.1 The Parties jointly agree on and designate, subject to Court approval, JND
17 Legal Administration, as the Settlement Administrator for this Settlement Agreement. The cost of
18 administration of the settlement by the Settlement Administrator, including claim review, shall be
19 estimated in advance by the Settlement Administrator and shall be paid from the Settlement Fund.
20 In the event the Court does not give final approval to this Settlement Agreement, the Settlement
21 Administrator shall immediately stop any and all activity on this settlement and will not be paid
22 for activity taking place thereafter. The costs of administration reasonably incurred prior to the
23 date the Court denies final approval shall be paid by GEO to the Settlement Administrator directly
24 and without delay.

25 6.2 The Settlement Administrator shall be responsible for, without limitation:
26 (a) printing, mailing or arranging for the mailing of the Direct Mail Notice; (b) handling returned
27 mail not delivered to Settlement Class Members; (c) attempting to obtain updated address
28 information for any Direct Mail Notices and any other correspondence mailed to Class Members

1 that is returned without a forwarding address; (d) making any additional mailings required under
2 the terms of this Settlement Agreement, including mailing settlement payments to Settlement
3 Class Members; (e) responding to requests for Long Form Notices by providing copies of the
4 Long Form Notice; (f) administering and reviewing the Claim Forms according to the procedures
5 set in the Claims Protocol; (g) receiving and maintaining on behalf of the Court any Settlement
6 Class Member correspondence regarding Requests for Exclusion and/or objections to the
7 Settlement Agreement; (h) forwarding written inquiries to Class Counsel or their designee for a
8 response, if warranted; (i) establishing a post-office box for the receipt of any correspondence;
9 (j) responding to requests from Class Counsel and/or Defendants' Counsel consistent with this
10 Agreement; and (k) otherwise implementing and/or assisting with the dissemination of the notice
11 of the Settlement Agreement. The Settlement Administrator shall be responsible for consulting on
12 Class Notice. The Settlement Administrator is authorized to take all reasonable steps to ensure
13 Settlement Class Members receive the notice of the Settlement and their settlement payment.

14 6.3 Among other things, the Settlement Website will provide access to the
15 Claim Form in both English and Spanish.

16 6.4 The Claim Form can be submitted electronically via the Settlement Website
17 and will also be available for download and return by mail. A hard copy version of the Claim
18 Form will be mailed to the 20 Claims-Based Class Members whom Class Counsel have identified,
19 and when requested.

20 6.5 Not later than ten (10) days before the date of the Final Approval Hearing,
21 the Settlement Administrator shall file with the Court: (1) a list of those persons who have opted
22 out or excluded themselves from this Settlement Agreement, which list shall be filed under seal;
23 and (2) a report detailing the implementation of the notice plan, including an estimate of costs to
24 be paid from the Settlement Fund.

25 6.6 The Settlement Administrator and the Parties shall promptly after receipt
26 provide copies of any Requests for Exclusion, objections, and/or related correspondence to each
27 other.
28

1 **7. Opt-Outs and Objections**

2 **Opting Out of the Settlement**

3 7.1 Any Settlement Class Member who wishes to be excluded (*i.e.*, opt-out)
4 from the Settlement Class must submit by mail a written request for exclusion (“Request for
5 Exclusion”). The written Request for Exclusion must be by letter to the Settlement Administrator.
6 The Request for Exclusion should be mailed to the Settlement Administrator at the address
7 provided in the Long Form Notice. The Request for Exclusion must be postmarked by the Opt-
8 Out Date. The Request for Exclusion should state that the person is a Settlement Class Member
9 and wants to be excluded from the Settlement Class, must be signed by the Settlement Class
10 Member, and otherwise comply with the terms stated in the Long Form Notice and Preliminary
11 Approval Order. The Settlement Administrator shall promptly forward copies of any written
12 Requests for Exclusion to Class Counsel and Defendants’ Counsel. A list reflecting all Requests
13 for Exclusion shall be filed with the Court by the Settlement Administrator no later than ten (10)
14 days before the Final Approval Hearing. If a Settlement Class Member files a Request for
15 Exclusion, he or she may not file an objection.

16 7.2 Any Settlement Class Member who does not submit a timely Request for
17 Exclusion as provided in Section 7.1 shall be bound by all subsequent proceedings, orders and
18 judgments, including, but not limited to, the Release and the Final Order and Judgment in the
19 Action.

20 7.3 If five (5) or more individuals who would otherwise qualify as Settlement
21 Class Members timely submit Requests for Exclusion, as outlined in Paragraph 7.1, this entire
22 Settlement Agreement shall become voidable at the sole discretion of GEO and its insurer or either
23 of them.

24 7.4 In the event this Settlement Agreement is terminated pursuant to paragraph
25 7.3 hereof, then the Settlement Fund as of the exercise date of the paragraph 7.3 termination right
26 shall be returned within 10 days to the contributor of the funds. In accordance with paragraph 6.1,
27 the funds returned to GEO are net of expenses permitted by paragraph 2.1. The settlement
28 contribution by GEO’s insurer shall be returned in full.

1 **Objecting to the Settlement**

2 7.5 Any Settlement Class Member who has not submitted a timely Request for
3 Exclusion and who wishes to object to any aspect of this Settlement Agreement must file with the
4 Court and serve on the Parties' counsel by the Objection Date a written statement of his or her
5 objection(s). The written objection must include: (a) the name or title of the Action; (b) the
6 objector's full name, telephone number, and address; (c) if represented by counsel, the full name,
7 telephone number, and address of all such counsel; (d) all of the reasons for his or her objection;
8 (e) whether the objector intends to appear at the Final Approval Hearing on his or her own behalf
9 or through counsel; and (f) the objector's dated, handwritten signature (an electronic signature or
10 attorney's signature are not sufficient). Any documents supporting the objection must also be
11 attached to the objection. If any testimony is proposed to be given in support of the objection, the
12 names of all persons who will testify must be set forth in the objection. Class Members may file
13 an objection either on their own or through an attorney retained at their own expense.

14 7.6 Any Settlement Class Member who files and serves a written objection, as
15 described in the previous Section, may appear at the Final Approval Hearing, either in person or
16 through counsel hired at the Settlement Class Member's expense, to object to this Settlement
17 Agreement. Settlement Class Members or their attorneys who intend to make an appearance at the
18 Final Approval Hearing must file with the Court a notice of intention to appear, with courtesy
19 copies to Class Counsel and Defendants' Counsel as identified in the Class Notice by a date
20 ordered by the Court.

21 7.7 Any Settlement Class Member who fails to comply with the provisions of
22 Sections 7.5 and, as applicable, 7.6 above, shall be deemed to have waived and forfeited any and
23 all rights he or she may have to appear separately and object, whether by a subsequent objection,
24 intervention, appeal, or any other process, and shall be bound by all the terms of this Settlement
25 Agreement and by all proceedings, orders and judgments, including, but not limited to, the
26 Release and the Final Order and Judgment in the Action. The exclusive means for any challenge
27 to the Settlement Agreement shall be through the provisions of this Section. Without limiting the
28 foregoing, any challenge to the Settlement Agreement or Final Order and Judgment shall be

1 pursuant to appeal under the applicable appellate rules, including obtaining permission to
2 intervene, and not through a collateral attack. Settlement Class Members may not both object to
3 the settlement and opt out of the Class.

4 7.8 With the exception of Settlement Class Members who opt out of the
5 Settlement Agreement, any Settlement Class Member who objects to the Settlement Agreement
6 shall be entitled to all of the benefits of the Settlement Agreement if the Settlement Agreement and
7 the terms contained herein are approved.

8 **8. Attorney Fees and Expenses and Class Representative Service Awards**

9 8.1 The Parties agree that, upon the Court granting Final Approval of this
10 Settlement Agreement and for purposes of the relief provided under the terms of this Settlement
11 Agreement, Plaintiffs are entitled to an award of attorneys' fees, costs and expenses, and Plaintiff
12 service awards under this Settlement Agreement, and that this entitlement is a material term of this
13 Settlement Agreement.

14 8.2 After agreeing to the principal terms set forth in this Settlement Agreement,
15 Class Counsel and Defendants' Counsel negotiated the amount of attorneys' fees, costs and
16 expenses that, following application to the Court and subject to Court approval, would be paid by
17 Defendants as the fee award and costs award to Plaintiffs' Counsel. As a result of arms-length
18 negotiations, Class Counsel agrees to make on behalf of all Plaintiffs' Counsel an application for
19 an award of attorneys' fees, costs and expenses in the amount not to exceed 33% of the Settlement
20 Fund and up to \$275,000.00 in costs and expenses. This award shall be the sole compensation
21 paid by Defendants for all Plaintiffs' Counsel in the Action and/or for work performed for the
22 benefit of the Class.

23 8.3 Such attorneys' fees, costs, and expenses awarded by the Court will be paid
24 to Class Counsel from the Settlement Fund established pursuant to Section 2.1 of this Agreement
25 within thirty (30) business days after the Effective Date by wire transfer to an account or accounts
26 designated by Class Counsel.

27 8.4 Class Counsel, in their discretion, shall allocate and distribute this award of
28 attorneys' fees, costs and expenses among Plaintiffs' Counsel based on a number of factors,

1 including the nature and amount of the respective contributions and time expended on the
2 litigation and this Settlement. Aside from the terms set forth in this Settlement Agreement, there
3 are no agreements regarding attorneys' fees between or among Plaintiffs' Counsel.

4 8.5 Plaintiffs may petition the Court for service awards of up to Ten Thousand
5 Dollars (\$10,000.00) for each of the Class Representatives, Scott Miles Stout and Derrick Allen
6 Felton, for bringing the Action, for participating throughout the Action, for the considerable time
7 each spent in connection with the Action, including discovery and depositions, and for their
8 willingness and preparation to testify at trial. Defendants agree not to oppose this request. If
9 awarded, the service awards will be paid from the Settlement Fund established pursuant to Section
10 2.1 of this Agreement within thirty (30) days after the Effective Date, by wire transfer to an
11 account or accounts designated by Class Counsel.

12 8.6 Plaintiffs will file a motion for attorneys' fees, costs, and expenses and for a
13 service award as part of or in conjunction with the motion for final approval of the Settlement
14 Agreement.

15 **9. Miscellaneous Provisions**

16 9.1 Governing Law. This Settlement Agreement will be governed by and
17 construed in accordance with the laws of the State of California.

18 9.2 Continuing Jurisdiction. The Court shall maintain jurisdiction over the
19 lawsuit, including jurisdiction to enforce the terms of this Settlement Agreement.

20 9.3 Entire Agreement. This Settlement Agreement, which includes the
21 Exhibits, expresses and constitutes the complete and final understanding of the Parties with
22 respect to the subject matter of this Settlement Agreement. The Parties agree that the terms of this
23 Settlement Agreement supersede any prior discussions, understandings, or agreements, whether
24 orally or in writing, between them related to the subject matter thereof.

25 9.4 Counterparts. This Settlement Agreement may be executed in counterparts,
26 each of which shall be considered an original, but all of which taken together shall constitute one
27 and the same instrument.

28 9.5 Interpretation. The language of this Settlement Agreement shall be

1 construed as a whole according to its fair meaning. Where required by context, the plural includes
2 the singular and the singular the plural, and the terms "and" and "or" shall mean "and/or." This
3 Settlement Agreement is the product of negotiation and joint drafting so that any ambiguity shall
4 not be construed against any party.

5 9.6 Severability. In the event any portion of this Settlement Agreement is
6 deemed unenforceable, or is in conflict with applicable law, the remainder will be enforced and
7 will remain in full force and effect.

8 9.7 Authorization. Each signatory to this Settlement Agreement certifies that it,
9 she or he is fully authorized by the party it, she or he represents to enter into the Settlement
10 Agreement, to execute it on behalf of the party represented, and to legally bind that party thereto.

11 9.8 Public Statements. Subject to the below exceptions, the Parties and their
12 counsel shall not make public statements regarding the Action or the Settlement Agreement. This
13 restriction shall not apply to (1) communications with the Court, including in Court filings; (2)
14 direct communications between Class Counsel and potential Settlement Class Members; (3)
15 communications with the Settlement Administrator; (4) Class Counsel's website, which, as
16 pertinent to this Settlement Agreement, will only include information contained in the Long Form
17 Notice, pertinent deadlines, and updates concerning settlement administration which may be made
18 from time to time and will be preapproved by Defendants' Counsel, which approval shall not
19 unreasonably be withheld or delayed in any manner; (5) publication of the Publication Notice,
20 attached hereto as Exhibit E, in the San Diego Union Tribune and El Latino; and (6)
21 communications in response to press inquiries, provided that (i) no Party shall initiate press
22 communications not otherwise provided by the Settlement Agreement and provided that (ii) such
23 communications shall be restricted to directing the inquirer to the pleadings on file with the Court,
24 summarizing and quoting from the contents of Plaintiffs' motions for preliminary approval and
25 final approval (including their supporting exhibits), and reciting or summarizing the general
26 content of the following scripts, which are also acceptable.

27
28 Plaintiffs' script: This case concerns The GEO Group's detention facility in downtown San Diego,

1 the Western Region Detention Facility, and arises out of alleged violations of federal and California
2 antidiscrimination laws. GEO, under contract with and paid by funding through the U.S. Marshals,
3 operates the Facility and leases the property from SDCC Middle Block, LLC. The case, *Stout v.*
4 *The GEO Group, Inc.*, which was filed in San Diego Superior Court on January 4, 2019, alleges that
5 GEO and Middle Block failed to remove nearly 90 architectural barriers (*e.g.*, toilets and showers
6 without grab bars and inaccessible to some people with ambulatory aids) in violation of California's
7 Unruh Act and Disabled Persons Act, as well as GEO's contractual obligations to accommodate
8 physically disabled detainees. The named Plaintiffs, Scott Miles Stout and Derrick Allen Felton,
9 were housed at the Facility in 2018 and 2019, are physically disabled, and represent a class of
10 physically disabled individuals who require the use of an ambulatory aid. The parties' settlement
11 agreement provides for a non-reversionary settlement fund of \$8 million which, after Plaintiffs'
12 attorney's fees and costs and administrative expenses, will be distributed to class members. GEO
13 also agreed to remediate the alleged architectural barriers Plaintiffs' expert identified. Plaintiffs'
14 counsel believes the settlement provides an excellent recovery to the class.

15
16 **Defendants' script:** Defendants GEO and SDCC Middle Block dispute Plaintiffs' claims and assert
17 that they have not violated any laws as alleged in the Second Amended Complaint. Defendant GEO
18 further asserts that disability barrier remediation efforts, slowed down as a result of the COVID-19
19 pandemic, were underway prior to the filing of the lawsuit. The Parties agree that, absent a
20 settlement, the Settlement Class Members are at risk of receiving no recovery in the event that
21 Plaintiffs do not prevail at trial or in the event that the trial court or an appellate court reverses any
22 judgment awarding damages to the Settlement Class. Relatedly, the Defendants contend that there
23 are several disputed issues of law in this case, the resolution of which could defeat any recovery by
24 the Settlement Class. These disputed issues of law include Defendants' contention that class
25 certification is not proper here and that the ADA and related California disability access laws do not
26 apply to this detention facility because GEO is not a "public entity" and the facility is not a "business
27 establishment" or "place of public accommodation" as those terms are defined by governing law.
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Dated: April 11, 2023

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Attorneys for Plaintiffs and the Settlement Class

Dated: March 31, 2023

THE GEO GROUP, INC.

By: 

Title: *Executive Vice President,
SDCC Middle Block*

Printed Name: *James R. Bryan*

Dated: March __, 2023

SDCC MIDDLE BLOCK, LLC

By: _____

Title: _____

Printed Name: _____

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Dated: March __, 2023

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Attorneys for Plaintiffs and the Settlement Class

Dated: March __, 2023

THE GEO GROUP, INC.

By: _____

Title: _____

Printed Name: _____

Dated: April 4, 2023

SDCC MIDDLE BLOCK, LLC
a Delaware limited liability company



By: 

Title: President of Development of Holland Partner Group Management, Inc.,
Manager of NASH-Holland SDCC Investors, LLC

By: NASH-Holland SDCC Investors, LLC, a Delaware
limited liability company, its sole Member
By: Holland Partner Group Management, Inc.,
a Delaware corporation, its Manager

Printed Name: **THOMAS D. WARREN**

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Dated: April 4, 2023

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*Attorneys for Defendants The Geo Group, Inc. and
SDCC Middle Block, LLC, approving as to form*