

Exhibit H

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

**ERIC KEELS and SANDRA INMAN,
individually and on behalf of all others
similarly situated,**

Plaintiffs,

v.

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

Defendants.

No. 15 Civ. 6261 (CBA)(SMG)

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTIONS FOR CERTIFICATION
OF THE SETTLEMENT CLASS AND FINAL APPROVAL OF THE CLASS ACTION
SETTLEMENT, APPROVAL OF ATTORNEYS' FEES AND REIMBURSEMENT OF
EXPENSES, AND APPROVAL OF SERVICE PAYMENTS**

This matter came before the Court on the Motions for Certification of the Settlement Class and Final Approval of the Class Action Settlement; Approval of Attorneys' Fees and Reimbursement of Expenses; and Approval of Service Payments ("Final Approval Motions"). Defendants do not oppose the Final Approval Motions.

IT IS HEREBY ORDERED AS FOLLOWS:

1. Based upon the Court's review of the motions, memorandum, and other papers submitted in connection with the Final Approval Motions, the Court grants final approval of the \$900,000.00 settlement memorialized in the Settlement Agreement and "so orders" all of its terms, which are incorporated herein. Capitalized terms used in this Order shall have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein.

2. For settlement purposes, the Court certifies the Federal Rule of Civil Procedure (“Rule”) 23 Settlement Class defined in the Settlement Agreement pursuant to Rule 23(e) (“Settlement Class”).

3. The Settlement Class meets all of the requirements for class certification under Rules 23(a) and (b)(3). Plaintiffs’ common contentions predominate over any issues affecting only individual Class Members. Class adjudication is superior because, among other reasons, the potential recovery for Class Members is comparatively modest—even if Class Members were to recover full statutory damages—when compared with the effort it would take to assert them individually in court.

4. Outten & Golden LLP, which the Court previously appointed as Class Counsel, satisfies the adequacy requirements of Rule 23(a)(4).

5. The Court approves the settlement and all terms set forth in the Settlement Agreement, and finds that the settlement is, in all respects, fair, adequate, reasonable, and binding on all members of the Settlement Class who have not timely and properly opted out.

6. The attorneys at Outten & Golden LLP who prosecuted this case are experienced class action and employment lawyers with good reputations among the class action and employment bars. The Court grants Plaintiffs’ Motion for Attorneys’ Fees and awards Class Counsel \$297,000.00 in attorneys’ fees, which is 33% of the Settlement Fund, plus \$10,581.29 in costs and expenses reasonably expended litigating and resolving the lawsuit. The award is justified by the work that Class Counsel did negotiating the settlement and conducting the litigation, the ultimate recovery, and the risk that Class Counsel undertook in bringing the claims. The award shall be paid from the Settlement Fund.

7. The Court finds reasonable the service payments for Plaintiffs Eric Keels and Sandra Inman in the amount of \$5,000 each in recognition of the services they rendered on behalf of the class. The service awards shall be paid from the Settlement Fund.

8. The Effective Date will be fifteen days after the Judgement has become Final. In turn, "Final" means the date the Judgment becomes final for all purposes, because either (i) no appeal has been filed and thirty (30) days have lapsed since entry of the Judgment, or (ii) if a timely appeal has been filed, the appeal is finally resolved, with no possibility of further appellate or other review, resulting in final judicial approval of the Settlement.

9. The Claims Administrator will disburse settlement checks to Class Members, attorneys' fees and costs to Class Counsel, and service awards to the named Plaintiffs within 15 days of the Effective Date.

10. Upon the Effective Date: (i) the Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Settlement Class Members; (ii) the Released Parties shall not be subject to liability or expense of any kind to any Settlement Class Members or their successors, predecessors or assigns except as set forth herein; and (iii) Settlement Class Members and their successors, predecessors and assigns shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against any Released Party in any federal or state court in the United States or any other tribunal.

11. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the Release. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and

provisions of the Settlement Agreement, including, but not limited to, orders enjoining Settlement Class Members from prosecuting claims that have been released pursuant to the Settlement Agreement.

12. The parties shall abide by all terms of the Settlement Agreement.

It is so ORDERED this _____ day of _____, 2018.

Hon. Carol Bagley Amon
United States District Judge