

**SETTLEMENT AGREEMENT AND MUTUAL RELEASES**

In the Matter of the Appeal of: The GEO Group, Inc. dba Golden State Annex  
Inspection 1609228

**THIS AGREEMENT** (“Agreement”) made this 26th day of May, 2026 by and between:

**THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH**, an agency of the State of California, having an address of 1515 Clay Street, Suite 1901, Oakland, CA 94612 (“Cal/OSHA”);

And

**THE GEO GROUP, INC.**, a Florida corporation having an address of 4955 Technology Way, Boca Raton, Florida 33431 and sometimes referred to within the underlying citations and proceedings as Geo Group, Inc. dba Golden State Annex (“GEO”);

Collectively Cal/OSHA and GEO shall be referred to as the “Parties”.

**WHEREAS**, on December 15, 2022, Cal/OSHA issued citations to GEO, the employer at Golden State Annex immigration-processing facility, alleging violations of safety orders found in title 8 of the California Code of Regulations (8 C.C.R.) and proposing penalties totaling \$101,250 (“Citations”);

**WHEREAS**, on March 17, 2023, GEO submitted its Statement of Abatement of the alleged serious violation and included as part of its abatement a compliant Aerosol Transmissible Disease Exposure Control Plan (the “ATD Plan”), which abatement was accepted by Cal/OSHA for GEO’s Golden State facility;

**WHEREAS**, GEO timely appealed the Citations, and the matter (*In the Matter of the Appeal of: The Geo Group, Inc. dba Golden State Annex; Inspection 1609228*) was subsequently assigned to Cal/OSHA Administrative Law Judge (“ALJ”) Rheeah Yoo Avelar (“Avelar”);

**WHEREAS**, Worksafe and the California Collaborative for Immigrant Justice, on behalf

of anonymous detainees of U.S. Immigration and Customs Enforcement (“ICE”), a federal law-enforcement agency under the Department of Homeland Security (“DHS”), who were or are housed at GEO’s Golden State Annex (“Third-Party Applicants” or “TPAs”), filed a series of motions for third-party status;

**WHEREAS**, on April 11, 2023, ALJ Avelar denied TPAs’ initial motion for party status and subsequently denied TPAs’ amended motion on May 10, 2023; on August 30, 2023, ALJ Avelar issued an order denying the TPAs’ third motion for party status;

**WHEREAS**, TPAs and Cal/OSHA sought the Appeals Board’s review of ALJ Avelar’s aforementioned August 30, 2023, order denying the TPAs’ third motion for party status, via Petitions for Reconsideration; and, on November 14, 2023, the Appeals Board issued a Further Briefing Order; and on June 21, 2024, issued a Second Briefing Order, requesting further information regarding TPAs;

**WHEREAS**, on January 10, 2025, the Appeals Board issued Decision After Reconsideration, which among other things reversed ALJ Avelar’s order denying the TPAs’ third motion for party status and directed her to enter an Order granting party status to the TPAs (“Decision after Reconsideration”);

**WHEREAS**, on February 7, 2025, GEO timely filed a Verified Petition for Writ of Mandate and Complaint in California Superior Court, County of Sacramento - Case No. 25WM000023 (“Mandamus Litigation”), seeking to set aside the Decision After Reconsideration’s granting of party status to TPAs and asserting claims under 42 U.S.C., section 1983, among others; GEO then filed a First Amended Petition on May 29, 2025, which is the operative pleading in the Mandamus Litigation;

**WHEREAS**, on July 25, 2025, Respondents-Defendants, to the Mandamus Litigation,

the Appeals Board, Ed Lowry, Judith Freyman, and Marvin Kropke, as well as Real Parties in Interest, DOES 51-100, filed demurrers to the First Amended Petition in the Mandamus Litigation, which is set for hearing on May 29, 2026;

**WHEREAS**, the Parties have been engaged in settlement discussions and those discussions have culminated in this Agreement that is intended to resolve all disputed matters between them relating in any way to the Citations and GEO's appeal thereto, including, the Mandamus Litigation, Third-Party Applicants, GEO's Aerosol Transmissible Diseases ("ATD") Exposure Control Plans ("ECP"), and all discovery related to the matters referenced in this Agreement;

**WHEREAS**, as part of those negotiations, GEO has submitted its current, amended ATD Plan to Cal/OSHA for its review and approval and has agreed, subject to CAL/OSHA's approval of its amended plan, to implement these plans, once approved, at its additional facilities beyond the Golden State Facility as set forth in this Agreement;

**WHEREAS**, the Parties, in lieu of litigation, have agreed to resolve the Citations and GEO's appeal thereto to avoid the uncertainty and expense of further litigation; and

**NOW, THEREFORE**, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

1. Disposition of the Citations. Within five (5) days of receipt of a fully executed copy of this Agreement, GEO and Cal/OSHA shall stipulate to the full and final disposition of the Citations and withdrawal of GEO's appeal of them upon the Appeals Board's approval of same.

2. Withdrawal of Appeals Board’s Demurrer. Within five (5) days of receipt of a fully executed copy of this Agreement, the Parties shall request that the Appeals Board, Lowry, Freyman, and Kropke, and Real Parties in Interest, DOES 51-100, withdraw with prejudice their demurrers to GEO’s First Amended Petition in the Mandamus Action.

3. Dismissal of the Mandamus Litigation. Within five (5) days of receipt of a fully executed copy of this Agreement, GEO, shall stipulate to the full and final dismissal with prejudice of the Mandamus Litigation.

4. Agreed-to Citations.

<b>Cit. No.</b>	<b>T8 CCR §</b>	<b>Original Class</b>	<b>Agreed to Citations</b>
1-1	14300.4(a) Providing records to government representatives	R	Agree to affirm as issued.  \$450
1-2	3216(a) Exit signs	G	Agree to affirm as issued.  \$335
1-3	4650(e) Storage, handling, and use of cylinders	G	Agree to affirm as issued.  \$900
1-4	5162(c) Emergency eyewash and shower equipment	G	Agree to affirm as issued.  \$675
1-5	5194(h) Hazard communication	G	Agree to affirm as issued.  \$900
2-1	5199(d) ATD Program	WS	Reclassified from Willful Serious to a General citation. Stipulated penalty amount at \$101,250.

5. Payment for Agreed-to Citations. The Agreed-to Citations in Paragraph 4 require payment of a civil penalty. GEO agrees to pay a total amended civil penalty of one hundred and four thousand, five hundred, ten dollars (\$104,510,00), unless it has been determined to have been previously paid in whole or in part. This total amount represents the sum of the final penalties for each docketed item as set forth in Paragraph 4. GEO shall remit payment in full within thirty (30) days of receipt of an order from the Appeals Board (Order) regarding Settlement as set forth in the Penalty Information portion of that Order.

6. Cal/OSHA is evaluating GEO's 5199(d)(2) ATD Plan ("Secure Services Plan") applicable to the Golden State Annex and its 5199(c) Referring Employer Procedures ("Re-Entry Plan") for compliance. Cal/OSHA's acceptance of GEO's Golden State Annex Secure Services Plan and Re-Entry Plan in no way bars, estops, or otherwise limits Cal/OSHA's right to conduct future inspections and/or issue citation(s) at a later time, including citations for alleged violations of section 5199 related to the maintenance, implementation, or effectiveness of those plans.

7. Other Class A and B Facilities in California. As a condition of this settlement agreement, GEO will also establish, implement, and maintain effective Secure Services Plans and Re-Entry Plans specific to the workplace or relevant operation(s) for each of its Class A and Class B facilities in California. For purposes of this settlement, the Effective Date shall mean thirty (30) calendar days following the date on which both the Secure Services Plans and Re-Entry Plans are approved by Cal/OSHA.

(a) Class A Facilities (Secure Services Plan facilities). For purposes of this Agreement, the facilities at the following addresses are considered Class A Facilities.

- (1) Adelanto ICE Processing Center - 10400 Rancho Road Adelanto, CA 92301
- (2) Central Valley Annex - 254 Taylor Avenue McFarland, CA 93250
- (3) Desert View Annex - 10450 Rancho Road Adelanto, CA 92301
- (4) El Centro Detention Facility - 1115 Imperial Avenue El Centro, CA 92243
- (5) Golden State Annex - 611 Frontage Road McFarland, CA 93250
- (6) Mesa Verde ICE Processing Center - 425 Golden State Avenue Bakersfield, CA 93301
- (7) Western Region Detention Facility - 220 West C Street San Diego, CA 92101

(b) Class B Facilities (Re-Entry Plan facilities). For purposes of this Agreement, the facilities at the following addresses are considered Class B Facilities.

- (1) El Monte Center - 11750 Ramona Blvd. El Monte, CA 91732-231
- (2) Long Beach Male Community Reentry Center - 2233 E. 69th Street Long Beach, CA 90805
- (3) Marvin Gardens Center - 9411 South Central Avenue Los Angeles, CA 90002
- (4) Oakland Center - 205 MacArthur Blvd. Oakland, CA 94610
- (5) Taylor Street Center - 111 Taylor Street San Francisco, CA 94102

8. Third-Party Applicants in ICE Facilities. Adelanto ICE Processing Center, Desert View Annex, Golden State Annex, and Mesa Verde ICE Processing Center house detainees of U.S. Immigration and Customs Enforcement (“ICE”), a federal law enforcement agency under the Department of Homeland Security (“DHS”). These detainees may engage in tasks that include: cleaning, mopping, dusting, sweeping, lifting, carrying, wiping, bending, walking, food preparation, food handling, food service, baking, washing dishes, cooking food, chopping food, scrubbing showers, maintaining housing units, painting, and other similar tasks. GEO ensures detainees are afforded the

necessary tools, equipment, and personal protective equipment (“PPE”) to safely and effectively perform any necessary tasks.

9. Abatement Timeline.

- a. Scope of Plans: Each plan shall identify job roles, exposure risks, and protective measures, and shall cover all relevant occupational exposure settings, including all work activities and functions performed within those settings, regardless of job title or classification.
- b. Draft Plans: Within 21 days of the effective date of this Agreement, GEO shall provide draft ATD Exposure Control Plans for both: (1) Detention operations at Golden State Annex (to be applicable at other Secure Services Plan facilities) and (2) Re-entry Plan facilities.
- c. Division Review: The Division shall provide review within 14 days of receipt. Response to Division’s Review: GEO shall respond to Division’s review within 14 days of receipt.
- d. Final Plans: The Division shall provide final review within 14 days, and GEO shall submit final plans within 14 days thereafter.
- e. Implementation: GEO shall implement the finalized plans within 30 days of approval by the Division.
- f. Abatement Certification: Upon completion of the abatement measures set forth in this Agreement, GEO shall submit an amended abatement certification in accordance with Title 8 CCR section 340.4.
- g. Failure to Abate: GEO acknowledges that failure to complete abatement within the timeline set forth in this agreement may result in assessment of penalties pursuant to Labor Code section 6430. It may also prompt the Division to summarily investigate the subject facility pursuant to Labor Code section 6309.
- h. Modification: The timeline and requirements set forth in this Agreement may be modified by written agreement of the parties.

10. Facility Access. GEO is the employer at all Class A and Class B facilities.

These facilities are operated pursuant to contracts with federal agencies, including U.S. Immigration and Customs Enforcement (“ICE”), a federal law enforcement agency under the Department of Homeland Security (“DHS”); Federal Bureau of Prisons (“FBOP”), a

federal law enforcement agency under the Department of Justice (“DOJ”); and the United States Marshals Service (“USMS”), a federal law enforcement agency under the Department of Justice (“DOJ”). GEO will work diligently to facilitate all reasonable and timely access for Cal/OSHA to verify abatement regarding the implementation and maintenance of its approved plans as described in paragraphs six (6) through nine (9) above.

11. Maintaining and Implementing Aerosol Transmissible Disease Exposure Control Plans. Further, in addition to being responsible for establishing, implementing, and maintaining effective Secure Services Plans and Re-Entry Plans specific to the workplace or relevant operation(s) that comply with title 8 C.C.R. section 5199, GEO is also obligated to review those plans for effectiveness at least annually.

12. Appeals Board Posting. GEO hereby certifies that this stipulation and the Order of the Appeals Board approving it will be posted in the manner prescribed by title 8, CCR sections 364.2(d) and 356(a).

13. No Admissibility. The Parties further stipulate that neither GEO’s agreement to compromise this matter nor any statement contained in this Agreement shall be admissible in any other proceeding, either legal, equitable, or administrative, except for purposes of administration and enforcement of this Agreement and in proceedings before the Appeals Board.

14. No Findings of Fact or Conclusions of Law. The Parties further stipulate that no findings of fact or conclusions of law have been made by any trier-of-fact regarding the Citations and GEO’s appeal thereto.

15. Resolution of Citations. Upon execution of this Agreement, the Citations identified herein and GEO's appeals thereto are fully resolved. The Parties agree that no further appeals or proceedings regarding the Citations identified herein shall be pursued. Nothing in this Agreement limits Cal/OSHA's authority to verify abatement, issue subsequent citations, or otherwise exercise its statutory authority.

16. Attorneys' Fees and Costs. The Parties are responsible for their own fees related to the Citations and GEO's appeal thereto, this Agreement, and the matters and documents referred to herein as well as all related matters. Further, Parties agree to waive any right it might have pursuant to Labor Code, section 149.5 or title 8, California Code of Regulations, section 397 to petition for or recover costs or fees, if any, incurred in connection with this Agreement.

17. Severability. If any provision or provisions of this Agreement shall be held to be illegal, invalid, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

18. Voluntary Agreement. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

19. Default. In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all of the other Parties for whose

benefit such obligation is intended, such failure to perform shall constitute a default of this Agreement.

20. Notice of Actions. The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third parties of which they are actually aware which may affect the provisions of this Agreement.

21. Notices. Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to this Agreement (herein "Notice[s]") shall be written and shall be served upon the respective Parties by email and by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effectuated as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

**TO CAL/OSHA:**

**California Department of Industrial Relations  
Division of Occupational Safety and Health  
Attn: Lidia J. Marquez, Staff Counsel  
Kathryn J. Woods, Staff Counsel  
355 S. Grand Avenue, Ste 1850  
Los Angeles, CA 90071  
[LJMarquez@dir.ca.gov](mailto:LJMarquez@dir.ca.gov)  
[KWoods@dir.ca.gov](mailto:KWoods@dir.ca.gov)**

**TO GEO:**

**The GEO Group, LLC**  
**Attn: Spencer E. Winepol, Esq.**  
**Vice President - Corporate Counsel**  
**4955 Technology Way**  
**Boca Raton, Florida 33431**  
[swinepol@geogroup.com](mailto:swinepol@geogroup.com)  
[jami.smith@geogroup.com](mailto:jami.smith@geogroup.com)

22. Interpretation. Headings, the title of this Agreement, and the terms used to reference the Parties as used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement. The Parties acknowledge that this Agreement was jointly drafted, and agree that no terms will be strictly construed against any Party as the “drafter”.

23. Entire Agreement. The Parties agree that there are no additional promises or assurances between the Parties other than those written in this Agreement and that this Agreement constitutes the entire Agreement and the understanding of the Parties relating to the subject of this Agreement. This Agreement may only be modified by a separate writing executed by the Parties.

24. Counterparts and Facsimile Signatures. The Parties may sign this Agreement in counterparts and the Parties agree to accept facsimile or PDF signatures in lieu of original signatures.

25. Authority. Each Party to this Agreement hereby represents and warrants to the other Parties hereto that it has the authority to enter into this Agreement.

26. Governing Law. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of California.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

**CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS, DIVISION OF  
OCCUPATIONAL SAFETY AND HEALTH**

By: *Lidia J. Marquez*  
Lidia J. Marquez

Title: Staff Counsel

Dated: May 26, 2026

**THE GEO GROUP, INC.**

By: *Spencer Winepol*

Title: VP - Corporate Counsel

Dated: 5/27/2026