

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

KEITH LEWIS, JAMES EARL BROWN,)	
and AMBER MORENO-MONROE)	
Individually, and on behalf of others)	
similarly situated,)	
)	
Plaintiffs,)	Case No. 5:08-cv-00881-M
v.)	
)	
The GEO Group, Inc.)	
a Florida corporation;)	
)	
Defendant.)	

SETTLEMENT AGREEMENT

On behalf of themselves and all OPT-IN PLAINTIFFS, PLAINTIFFS and DEFENDANT enter into this SETTLEMENT AGREEMENT.

I. RECITALS AND BACKGROUND

A. On or about August 22, 2008, Plaintiff Keith Lewis (“PLAINTIFF LEWIS”), an individual formerly employed by The GEO Group, Inc., (“DEFENDANT “ or “GEO”) as an exempt Lieutenant at the Lawton Correctional Facility in Lawton, Oklahoma, commenced this LITIGATION by filing a Complaint against GEO in the United States District Court for the Western District of Oklahoma, Case No. CIV-08-881-M, alleging violations of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”) and Title 40 of the Oklahoma Statutes. Plaintiff Lewis alleged that he would seek to pursue his FLSA claim on behalf of other “similarly situated” individuals pursuant to 29 U.S.C. § 216(b) and that he would seek to pursue his Oklahoma state law claims on behalf of a class of “all security guards and correctional staff who have worked at GEO Group’s correctional facilities in Oklahoma at any time from January 1, 2004 to present,” pursuant to Rule 23 of the Federal Rules of Civil Procedure. Plaintiff Lewis filed his signed opt-in form with the Complaint on August 22, 2008.

B. GEO filed a timely Answer to the Complaint on September 25, 2008, disputing the material allegations both as to fact and law and denying any liability to PLAINTIFF LEWIS or to other individuals currently or formerly employed by DEFENDANT as a “security officer” or in another exempt or non-exempt “security personnel” position.

C. On November 10, 2008, PLAINTIFF LEWIS filed his First Amended Complaint, which broadened or otherwise clarified the putative collective action to include “all security guards and correctional staff who have worked at GEO’s correctional facilities from any time from January 1, 2004, to present” as well as “all security guards and correctional staff who have worked at GEO Group’s correctional facilities in Oklahoma at any time from January 1, 2004, to present.”

D. On November 24, 2008, James Earl Brown (“PLAINTIFF BROWN”), who had formerly been employed by DEFENDANT as an Instructor, filed an opt-in consent form with the COURT to join this case as a plaintiff.

E. On November 25, 2008, GEO filed a timely Answer to the First Amended Complaint, disputing the material allegations both as to fact and law and denying any liability to PLAINTIFF LEWIS or to other individuals currently or formerly employed by DEFENDANT as a “security officer” or in another exempt or non-exempt “security personnel” position.

F. On or about January 7, 2009, Amber Moreno-Monroe (“PLAINTIFF MORENO-MONROE”) and Beverly Moreno, who had formerly been employed by DEFENDANT as Case Managers, filed opt-in consent forms with the COURT to join this case as plaintiffs.

G. On March 5, 2009, PLAINTIFF LEWIS filed a motion with the COURT for leave to amend the Complaint for a second time. The primary purposes of this proposed amendment were to add three additional named plaintiffs to the case, to provide further detail to the allegations, and to include a claim for quantum meruit.

H. On April 16, 2009, the PARTIES filed a Stipulation with the COURT. By virtue of this Stipulation, the consent forms that had been filed in the case by non-exempt “security personnel” (including correctional officers, detention officers, corporals, and sergeants) were withdrawn. Furthermore, PLAINTIFF LEWIS withdrew his second motion for leave to amend the Complaint and filed an unopposed motion with the COURT for leave to file a Third Amended Complaint.

I. The Third Amended Complaint withdrew all claims brought on behalf of the non-exempt “security personnel” and all claims against DEFENDANT arising under Oklahoma state law. It also added PLAINTIFF MORENO-MONROE and PLAINTIFF BROWN as named Plaintiffs and alleged claims under the FLSA on behalf of the two additional named Plaintiffs and other “similarly-situated” current and former GEO employees. With respect to PLAINTIFF MORENO-MONROE, the Third Amended Complaint alleged that DEFENDANT failed to properly pay her and any other individuals who had been employed by DEFENDANT as non-exempt Case Managers within the prior three years in accordance with the requirements of the FLSA by: (a) “rounding” on its time keeping system thereby denying overtime compensation for work performed immediately before and after employees’ shifts; and, (b) requiring other types of work (e.g., meetings and paperwork) to be performed off the clock. PLAINTIFF MORENO-MONROE sought compensation for lost wages, liquidated damages, attorneys’ fees and costs on behalf of herself and all “similarly situated” individuals as permitted by the FLSA. With respect to PLAINTIFF BROWN, the Third Amended Complaint alleged that DEFENDANT had misclassified him, and other individuals who had been employed by DEFENDANT as Instructors within the prior three years, as exempt under the FLSA and, therefore, had failed to properly pay them for all hours worked.

J. On April 20, 2009, the COURT granted PLAINTIFF LEWIS' Motion for leave to file the Third Amended Complaint and, simultaneously, instructed the Clerk to officially file the Third Amended Complaint into the record.

K. On May 13, 2009, DEFENDANT timely filed its Answer to the Third Amended Complaint, disputing the material allegations both as to fact and law and denying any liability to PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, PLAINTIFF BROWN, or to any other individuals currently or formerly employed by DEFENDANT as exempt Lieutenants, exempt Instructors, non-exempt Case Managers or in similar positions.

L. On July 17, 2009, PLAINTIFF LEWIS filed a motion for conditional certification, which sought certification of a nationwide class of individuals who had been employed by GEO as Lieutenants or in other "similarly-situated" positions. DEFENDANT contested the motion and denied that the claims alleged by PLAINTIFF LEWIS on behalf of the Lieutenant class were suitable for collective treatment.

M. On July 17, 2009, PLAINTIFF MORENO-MONROE filed a motion for conditional certification, which sought certification of a nationwide class of individuals who had been employed by GEO as non-exempt Case Managers or in other "similarly-situated" positions. DEFENDANT contested the motion and denied that the claims alleged by PLAINTIFF MORENO-MONROE on behalf of the Case Manager class were suitable for collective treatment.

N. On July 17, 2009, PLAINTIFF BROWN filed a motion for conditional certification, which sought certification of a nationwide class of individuals who had been employed by GEO as exempt instructors or in other "similarly-situated" positions.

DEFENDANT contested the motion and denied that the claims alleged by PLAINTIFF BROWN on behalf of the Instructor class were suitable for collective treatment.

O. The COURT granted PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, and PLAINTIFF BROWN'S motions for conditional certification on November 9, 2009.

P. On November 18, 2009, DEFENDANT filed a motion requesting that the COURT certify its order granting the motions for conditional certification for interlocutory appeal. The COURT denied this motion on January 15, 2010.

Q. On November 23, 2009, PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, and PLAINTIFF BROWN collectively filed a motion asking the COURT to amend its order granting their motions for conditional certification to clarify the scope of the collective group that had been certified and also to approve the form of the notice that was to be sent to potential members of putative collective groups.

R. On January 15, 2010, the COURT granted PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, and PLAINTIFF BROWN'S motion to amend the conditional certification order, directed GEO to provide PLAINTIFFS' COUNSEL with a list containing contact information for individuals who had worked as an exempt lieutenant, an exempt instructor, or a non-exempt case manager at any of GEO's facilities at any point in time since November 9, 2006, and directed that the individuals on that list be provided with a copy of the COURT-approved notice and a sixty-day notice period within which opt-in plaintiffs must have postmarked their consent forms.

S. Notice was mailed to more than 1,700 individuals who had been employed by GEO in an exempt Lieutenant, exempt Instructor, or non-exempt Case Manager or similar position since November 9, 2006. After notice was sent, approximately 380 more individuals

elected to join the case as OPT-IN PLAINTIFFS by filing opt-in consent forms with the COURT between February and May 2010. There are now a total of 338 OPT-IN PLAINTIFFS in the case, including the three PLAINTIFFS and 9 OPT-IN PLAINTIFFS who joined the case prior to notice.

T. All of the OPT-IN PLAINTIFFS designated PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, and PLAINTIFF BROWN as the designated class representatives and PLAINTIFFS' COUNSEL to represent them in the LITIGATION and authorized PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, and PLAINTIFF BROWN and PLAINTIFFS' COUNSEL to act as their representatives and to make decisions on their behalf concerning the LITIGATION.

U. On January 24, 2011, the PARTIES participated in a full-day mediation session under the direction of experienced mediator Andrew Byrne, Esq. in Coral Gables, Florida. In preparation for mediation, the PARTIES exchanged information and documents, and they conducted detailed legal and factual analyses of PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, and PLAINTIFF BROWN'S claims and DEFENDANT'S defenses. PLAINTIFFS' COUNSEL reviewed the time punch records and payroll data for PLAINTIFF MORENO-MONROE and all OPT-IN PLAINTIFFS who held non-exempt Case Manager positions, interviewed PLAINTIFF BROWN, PLAINTIFF LEWIS, and many other OPT-IN PLAINTIFFS who had held exempt Instructor or exempt Lieutenant positions about their duties and responsibilities and also reviewed the payroll data for PLAINTIFF BROWN, PLAINTIFF LEWIS, and all of the OPT-IN PLAINTIFFS who held exempt Instructor or exempt Lieutenant positions.

V. Although no settlement was reached at the mediation, the PARTIES continued to engage in settlement negotiations and legal and factual analyses of their respective claims and defenses.

W. On or about February 16, 2011, the PARTIES' ongoing settlement negotiations culminated in a negotiated resolution of the claims asserted by PLAINTIFF MORENO-MONROE and the OPT-IN PLAINTIFFS who were employed as non-exempt Case Managers in the LITIGATION.

X. On or about March 18, 2011, the PARTIES' ongoing settlement negotiations culminated in a negotiated resolution of the remaining claims asserted in the LITIGATION—i.e., those asserted by PLAINTIFF LEWIS and PLAINTIFF BROWN and the OPT-IN PLAINTIFFS who were employed as exempt Lieutenants or exempt Instructors.

Y. It is the desire and intention of the PARTIES that this SETTLEMENT AGREEMENT shall, for PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, PLAINTIFF BROWN, and each of the OPT-IN PLAINTIFFS, fully, finally, and forever settle, compromise, and discharge all disputes and claims that PLAINTIFFS raised in the LITIGATION and/or that relate to or reasonably could have arisen out of the same facts alleged in the LITIGATION, including but not limited to claims for unpaid wages, minimum wages, overtime, or any other wage- or recordkeeping-related damages or relief pursuant to the FLSA or any state or local law regulating hours of work, wages, the payment of wages, and/or the payment of overtime compensation.

Z. PLAINTIFFS' COUNSEL has conducted a thorough investigation of the claims asserted by PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, PLAINTIFF BROWN, and the OPT-IN PLAINTIFFS against DEFENDANT in the LITIGATION,

including interviewing witnesses, reviewing documents and data, and retaining expert services for data review and analysis. Based on their independent investigation and evaluation, PLAINTIFFS' COUNSEL believe that the settlement with DEFENDANT on behalf of PLAINTIFFS and the OPT-IN PLAINTIFFS for the consideration of and on the terms set forth in this SETTLEMENT AGREEMENT is fair, reasonable, and adequate, and is in the best interests of PLAINTIFFS and each of the OPT-IN PLAINTIFFS in light of all known facts and circumstances, including the risk of delay, defenses asserted by DEFENDANT, and numerous potential certification and appellate issues.

AA. GEO expressly denies any liability or wrongdoing of any kind associated with the claims in this LITIGATION. GEO contends it has complied with applicable federal and state laws at all times. By entering into the SETTLEMENT AGREEMENT, GEO does not admit any liability or wrongdoing and expressly denies the same. It is expressly understood and agreed by the PARTIES that the SETTLEMENT AGREEMENT is being entered into by GEO solely for the purpose of avoiding the costs and disruption of ongoing litigation and resolving the claims asserted by PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, PLAINTIFF BROWN, and the OPT-IN PLAINTIFFS in the LITIGATION on the terms set forth herein. Nothing in the SETTLEMENT AGREEMENT, the settlement proposals exchanged by the PARTIES, or any motions filed or Orders entered pursuant to the SETTLEMENT AGREEMENT, may be construed or deemed as an admission by GEO of any liability, culpability, negligence, or wrongdoing, and the SETTLEMENT AGREEMENT, each of its provisions, its execution, and its implementation, including any motions filed or Orders entered, shall not in any respect be construed as, offered, or deemed admissible as evidence, or referred to in any arbitration or legal proceedings for any purpose, except in an action or proceeding to approve, interpret, or enforce the SETTLEMENT

AGREEMENT. Furthermore, neither the SETTLEMENT AGREEMENT, any motions filed, settlement proposals exchanged by the PARTIES, or Orders entered pursuant to the SETTLEMENT AGREEMENT, shall constitute an admission, finding, or evidence that any requirement for representative litigation or class certification has been satisfied in this LITIGATION or any other action, except for the limited settlement purposes pursuant to the terms of the SETTLEMENT AGREEMENT. This SETTLEMENT AGREEMENT shall be inadmissible as evidence in any proceeding, except as necessary to approve, interpret, or enforce this SETTLEMENT AGREEMENT.

BB. This SETTLEMENT AGREEMENT shall automatically terminate if this SETTLEMENT AGREEMENT is terminated pursuant to Paragraph VIII, in which event this SETTLEMENT AGREEMENT shall not be offered, received, or construed as an admission of any kind as to liability, damages, whether any class is certifiable, or any other matter.

CC. The PARTIES agree to cooperate and take all steps necessary and appropriate to obtain approval of the terms of the SETTLEMENT AGREEMENT, to effectuate all aspects of the SETTLEMENT AGREEMENT, and to dismiss the LITIGATION with prejudice upon approval of the terms of the SETTLEMENT AGREEMENT.

DD. The PARTIES shall request the COURT to approve, administer, and implement the SETTLEMENT AGREEMENT with respect to all actions and claims settled in this SETTLEMENT AGREEMENT.

EE. This SETTLEMENT AGREEMENT is contingent upon the approval of the COURT and the satisfaction of the other terms set forth in this SETTLEMENT AGREEMENT. GEO does not waive, and instead expressly reserves, its rights to reassert its motion for decertification of the conditionally-certified classes or to challenge the propriety of class

certification of the classes for any purpose and/or to oppose the claims asserted by PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, PLAINTIFF BROWN, and OPT-IN PLAINTIFFS on the merits, should the COURT not approve this SETTLEMENT AGREEMENT and/or enter an APPROVAL ORDER.

II. DEFINITIONS

A. “APPROVAL ORDER” refers to an order of the COURT: (i) asserting jurisdiction over the claims and PARTIES alleged by PLAINTIFFS and the OPT-IN PLAINTIFFS in the Third Amended Complaint and the implementation and administration of this SETTLEMENT AGREEMENT; (ii) granting approval of this SETTLEMENT AGREEMENT on the terms provided herein (or as the same may be modified by subsequent mutual agreement of the PARTIES), adjudicating such terms to be adequate, fair, and reasonable; (iii) confirming PLAINTIFFS’ authority to act on behalf of all OPT-IN PLAINTIFFS with respect to the LITIGATION and this SETTLEMENT AGREEMENT; (iv) authorizing the mailing of the NOTICE OF SETTLEMENT to PLAINTIFFS and OPT-IN PLAINTIFFS; (v) appointing a settlement administrator who is acceptable to the PARTIES as the SETTLEMENT ADMINISTRATOR; (vi) setting deadlines for the OPT-IN PLAINTIFFS to withdraw their consents (the OPT-OUT DEADLINE) and the execution and return of the CLAIM FORMS (the BAR DATE); (vii) dismissing the LITIGATION with prejudice and barring PLAINTIFFS and OPT-IN PLAINTIFFS from prosecuting RELEASED CLAIMS against RELEASED PERSONS; and (viii) retaining jurisdiction to enforce the SETTLEMENT AGREEMENT.

B. “BAR DATE” means the date that is sixty (60) days after the date on which the SETTLEMENT ADMINISTRATOR first mails the NOTICE OF SETTLEMENT to PLAINTIFFS and OPT-IN PLAINTIFFS. The BAR DATE is the date on which the PLAINTIFFS and any OPT-IN PLAINTIFFS must have mailed their signed CLAIM FORM to

the SETTLEMENT ADMINISTRATOR. The envelope containing the CLAIM FORM must be postmarked on or before the BAR DATE to be considered timely.

C. "CLAIM FORM" refers to the document substantially in the form of Exhibit 1 to be mailed to PLAINTIFFS and all OPT-IN PLAINTIFFS.

D. "COURT" means the court having jurisdiction of the LITIGATION, at any stage, presently the United States District Court for the Western District of Oklahoma.

E. "COVERED POSITION" means one of the three subclasses conditionally certified by the COURT, specifically an exempt Lieutenant, exempt Instructor, non-exempt Case Manager, or similar position with GEO.

F. "DEFENDANT" means The GEO Group, Inc., and its parents, subsidiaries, and any other related companies.

G. The "FINAL EFFECTIVE DATE" shall be the first date after all of the following events and conditions have been met or have occurred: (a) the COURT has entered an APPROVAL ORDER; (b) the COURT has dismissed the claims of PLAINTIFF LEWIS, PLAINTIFF BROWN, PLAINTIFF MORENO-MONROE, and the OPT-IN PLAINTIFFS from the LITIGATION with prejudice; (c) the deadline has passed without action for any PARTY to terminate the SETTLEMENT AGREEMENT; (d) the time to appeal from the APPROVAL ORDER has expired and no notice of appeal has been filed (or in the event that an appeal is filed, the appellate process is exhausted and the APPROVAL ORDER has remained intact in all material respects); and (e) the BAR DATE has passed.

H. "GEO" means The GEO Group, Inc., and its parents, subsidiaries and any other related companies.

I. “LITIGATION” means the legal action commenced in the United States District Court for the Western District of Oklahoma on August 22, 2008, captioned *Keith Lewis, James Earl Brown and Amber Moreno-Monroe, et al. v. The GEO Group, Inc.*, Case Number CIV-08-00881-M.

J. “MAXIMUM GROSS SETTLEMENT AMOUNT” means Four Hundred and One Thousand Dollars, Five Hundred and No/100 (\$401,500.00). The MAXIMUM GROSS SETTLEMENT AMOUNT represents the maximum amount that DEFENDANT will pay pursuant to this SETTLEMENT AGREEMENT, inclusive of SETTLEMENT PAYMENTS, PLAINTIFFS’ COUNSEL’S FEES AND COSTS, SERVICE PAYMENTS, and GEO’s payment of all employer taxes, including but not limited to FICA and FUTA taxes on SETTLEMENT PAYMENTS. The MAXIMUM GROSS SETTLEMENT AMOUNT shall not be segregated and may remain in GEO’s general funds until distributed or provided to the SETTLEMENT ADMINISTRATOR for distribution. In no event shall the total distribution and payments made by GEO, including but not limited to PLAINTIFFS’ COUNSEL’S FEES AND COSTS, SETTLEMENT PAYMENTS, SERVICE PAYMENTS and DEFENDANT’s employer taxes, including but not limited to FICA and FUTA of SETTLEMENT PAYMENTS, exceed the MAXIMUM GROSS SETTLEMENT AMOUNT. GEO may not be called upon or required to contribute additional monies above the MAXIMUM GROSS SETTLEMENT AMOUNT under any circumstances whatsoever. Any interest earned on the MAXIMUM GROSS SETTLEMENT AMOUNT during the period of settlement administration under this SETTLEMENT AGREEMENT will remain GEO’s sole and exclusive property.

K. “NOTICE OF SETTLEMENT” refers to the notice substantially in the form of Exhibit 2 to be directed PLAINTIFFS and all OPT-IN PLAINTIFFS. The purpose of the

NOTICE OF SETTLEMENT is to inform PLAINTIFFS and OPT-IN PLAINTIFFS about this SETTLEMENT AGREEMENT.

L. "OPT-IN PLAINTIFFS" means the individuals employed by GEO in a COVERED POSITION who filed with the COURT written consents to join the LITIGATION. The OPT-IN PLAINTIFFS are identified by name on Exhibit 3 hereto.

M. "OPT-OUT DEADLINE" means the date that is thirty (30) days after the date on which the SETTLEMENT ADMINISTRATOR first mails the NOTICE OF SETTLEMENT to PLAINTIFFS and OPT-IN PLAINTIFFS. The OPT-OUT DEADLINE is the date on which any OPT-IN PLAINTIFF who does not wish to participate in the settlement must send a written request to the SETTLEMENT ADMINISTRATOR that his or her consent form filed with the Court be withdrawn. The envelope containing the request to withdraw the consent must be postmarked on or before the OPT-OUT DEADLINE and must be received by the SETTLEMENT ADMINISTRATOR on or before the BAR DATE to be considered timely.

N. "OPT-OUT PLAINTIFFS" means those individuals who previously filed an opt-in consent form with the Court but who sent a timely written request to the SETTLEMENT ADMINISTRATOR asking that their consent form be withdrawn.

O. "PARTIES" refers to PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, PLAINTIFF BROWN, OPT-IN PLAINTIFFS, and DEFENDANT and, in the singular, refers to any of them, as the context makes apparent.

P. "PLAINTIFFS" means those individuals named in the caption of the Third Amended Complaint filed in the LITIGATION as named plaintiffs: Keith Lewis, James Earl Brown, and Amber Moreno-Monroe.

Q. "PLAINTIFF BROWN" refers to James Earl Brown, who is the individual named in the caption of the Third Amended Complaint filed in the LITIGATION as the named plaintiff representing the claims asserted by the Instructors in the LITIGATION.

R. "PLAINTIFFS' COUNSEL" refers to William B. Federman and Jennifer S. Montagna with the law firm of Federman & Sherwood, 10205 N. Pennsylvania, Oklahoma City, Oklahoma 73120 and Daniel M. Delluomo with the law firm of Delluomo & Crow, 5617 North Classen Blvd., Oklahoma City, Oklahoma 73118.

S. "PLAINTIFFS' COUNSEL'S FEES AND COSTS" means those fees and expenses set forth herein in section IV A.

T. "PLAINTIFF LEWIS" refers to Keith Lewis, who is the individual named in the caption of the Complaint filed in the LITIGATION as the named plaintiff representing the claims asserted by the Lieutenants in the LITIGATION.

U. "PLAINTIFF MORENO-MONROE" refers to Amber Moreno-Monroe, who is the individual named in the caption of the Third Amended Complaint filed in the LITIGATION as the named plaintiff representing the claims asserted by the Case Managers in the LITIGATION.

V. "RELEASED PERSONS" means GEO and its past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of its/their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by GEO, divisions, units, and branches, and any other persons or entities acting on behalf of any of the foregoing.

W. "RELEASING PERSONS" means PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, PLAINTIFF BROWN, and each and every OPT-IN PLAINTIFF, exclusive of any OPT-OUT PLAINTIFFS, and his or her respective heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, successors-in-interest, and assigns.

X. "REVISED MAXIMUM GROSS SETTLEMENT AMOUNT" means the MAXIMUM GROSS SETTLEMENT AMOUNT minus all SETTLEMENT EXPENSES, PLAINTIFFS' COUNSEL'S FEES AND COSTS, and SERVICE PAYMENTS.

Y. "SERVICE PAYMENTS" means amounts to be paid to PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, PLAINTIFF BROWN, OPT-IN PLAINTIFF Jeffrey Scott Cruz, OPT-IN PLAINTIFF Alfred Garza, OPT-IN PLAINTIFF Torron Gibson, OPT-IN PLAINTIFF Larry Miller, OPT-IN PLAINTIFF Juan Saldivar, and OPT-IN PLAINTIFF Paula Turner in recognition of their efforts on behalf of OPT-IN PLAINTIFFS in the LITIGATION. The amounts to be paid to PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, and PLAINTIFF BROWN shall be \$2,000.00 each, and the amounts to be paid to OPT-IN PLAINTIFFS Jeffrey Scott Cruz, Alfred Garza, Torron Gibson, Larry Miller, Juan Saldivar, and Paula Turner, who gave deposition testimony, shall be \$750.00 each.

Z. "SETTLEMENT ADMINISTRATOR" means Rust Consulting, a third-party administration firm designated by PLAINTIFFS' COUNSEL, with approval by DEFENDANT, which will perform all of the administrative duties assigned herein, including (i) calculating the REVISED MAXIMUM GROSS SETTLEMENT AMOUNT; (ii) calculating the estimated, potential and actual individualized SETTLEMENT ALLOCATIONS and SETTLEMENT PAYMENTS for PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF

BROWN, and the OPT-IN PLAINTIFFS; (iii) verifying the Social Security Numbers for PLAINTIFFS and the OPT-IN PLAINTIFFS with the Social Security Administration, and obtaining SUBSTITUTE W-9 FORMS from any OPT-IN PLAINTIFFS whose Social Security Numbers were not verified; (iv) formatting and printing the NOTICE OF SETTLEMENT and CLAIM FORM and mailing the NOTICE OF SETTLEMENT and CLAIM FORM to PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN, and OPT-IN PLAINTIFFS; (v) copying counsel for all PARTIES on material correspondence and promptly notifying all counsel for the PARTIES of any material requests or communications made by any PARTY, including any timely requests to withdraw consent forms; (vi) receiving and reviewing the CLAIM FORMS, requests, and correspondence submitted by PLAINTIFF MORENO-MONROE, PLAINTIFF BROWN, PLAINTIFF LEWIS, and OPT-IN PLAINTIFFS; (vii) maintaining the original mailing envelopes in which written requests to withdraw consent forms, CLAIM FORMS, and other correspondence are received; (viii) mailing the SETTLEMENT PAYMENTS to PLAINTIFF MORENO-MONROE, PLAINTIFF BROWN, PLAINTIFF LEWIS, and eligible OPT-IN PLAINTIFFS; (ix) delivering PLAINTIFFS' COUNSEL'S FEES AND COSTS and SERVICE PAYMENTS as directed; (x) ascertaining current address and addressee information for each NOTICE OF SETTLEMENT returned as undeliverable and conducting a second mailing to the current address if ascertained; (xi) referring to PLAINTIFFS' COUNSEL all inquiries by PLAINTIFF LEWIS, PLAINTIFF BROWN, PLAINTIFF MORENO-MONROE, and OPT-IN PLAINTIFFS regarding matters not within the SETTLEMENT ADMINISTRATOR'S duties specified herein; (xii) promptly apprising counsel for the PARTIES of the activities of the SETTLEMENT ADMINISTRATOR; (xiii) maintaining adequate records of its activities, including the dates of the mailing of NOTICE OF SETTLEMENT and mailing and receipt of

CLAIM FORMS, returned mail and other communications and attempted written or electronic communications with PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, PLAINTIFF BROWN, and OPT-IN PLAINTIFFS; (xiv) confirming in writing its completion of the administration of the settlement; (xv) timely responding to communications from counsel for the PARTIES; (xvi) such other tasks contained in the SETTLEMENT AGREEMENT, (xvii) escheating non-negotiated checks to the appropriate state agency, to the extent required by applicable law; (xviii) performing all tax reporting duties required by federal, state, or local law; and (xix) such other tasks as the PARTIES mutually agree. PLAINTIFFS' COUNSEL and DEFENDANT'S counsel have the right to review and approve any documents to be mailed by the SETTLEMENT ADMINISTRATOR prior to their mailing, and the SETTLEMENT ADMINISTRATOR must not mail any documents without first receiving approval to send the documents from PLAINTIFFS' COUNSEL and DEFENDANT'S counsel. The SETTLEMENT ADMINISTRATOR will protect PLAINTIFF LEWIS, PLAINTIFF BROWN, PLAINTIFF MORENO-MONROE'S, and OPT-IN PLAINTIFFS' Social Security numbers from public disclosure and will otherwise comply with California Civil Code section 1798.85 or other similar statutes.

AA. "SETTLEMENT AGREEMENT" refers to this Settlement Agreement.

BB. "SETTLEMENT ALLOCATION" refers to the individual gross SETTLEMENT PAYMENT to which PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN, or any OPT-IN PLAINTIFF shall be entitled pursuant to this SETTLEMENT AGREEMENT, prior to the deduction of GEO's employer payroll tax payments, including but not limited to FICA and FUTA taxes, as well as each individual employee's payment of taxes, including but not limited to FICA and FUTA taxes.

CC. "SETTLEMENT EXPENSES" means the reasonable fees, costs, and expenses incurred by the SETTLEMENT ADMINISTRATOR in performing the services authorized in this SETTLEMENT AGREEMENT. Payment of these SETTLEMENT EXPENSES shall be the sole responsibility and financial obligation of PLAINTIFFS' COUNSEL.

DD. "SETTLEMENT PAYMENT" refers to the payment to which PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN, or any OPT-IN PLAINTIFF shall be entitled pursuant to the SETTLEMENT AGREEMENT, in individual amounts to be determined by the SETTLEMENT ADMINISTRATOR.

EE. "SUBSTITUTE W-9 FORM" refers to the form which has been approved to substitute for Department of Treasury Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, which is attached as Exhibit 4.

III. TERMS OF SETTLEMENT

A. As soon as practicable after the SETTLEMENT AGREEMENT is executed by PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, and PLAINTIFF BROWN (on behalf of themselves and all OPT-IN PLAINTIFFS), DEFENDANT and counsel for the PARTIES, the PARTIES shall submit this SETTLEMENT AGREEMENT (including the NOTICE OF SETTLEMENT and CLAIM FORM attached hereto) to the COURT for approval and shall jointly request entry of an APPROVAL ORDER utilizing a mutually acceptable form of motion. Except to the extent provided below with respect to the termination of this SETTLEMENT AGREEMENT, the PARTIES agree to use their best efforts to secure an APPROVAL ORDER from the COURT.

B. Within fifteen (15) calendar days after the COURT enters an APPROVAL ORDER: (1) GEO shall provide the SETTLEMENT ADMINISTRATOR with a report detailing, for PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN, and each

OPT-IN PLAINTIFF, their full names, last known addresses, their Social Security numbers, their GEO employee IDs, and their dates of employment with GEO in a COVERED POSITION between August 22, 2005, and the date that the COURT enters its APPROVAL ORDER, as reflected in GEO's records; and, (2) PLAINTIFFS' COUNSEL shall provide the SETTLEMENT ADMINISTRATOR with any updated address information they have for PLAINTIFFS AND each OPT-IN PLAINTIFF.

C. As soon as practicable following its receipt of the list referenced in Section III, Paragraph B above, the SETTLEMENT ADMINISTRATOR shall calculate the SETTLEMENT PAYMENT for each of the PLAINTIFFS and each OPT-IN PLAINTIFF pursuant to the following formula:

The REVISED MAXIMUM GROSS SETTLEMENT AMOUNT shall be allocated between the three employee group subclasses as follows: Lieutenants/Shift Supervisor subclass: seventy percent (70%); Instructor subclass: ten percent (10%); and Case Manager subclass: twenty percent (20%).

Within each subclass, the subclass' portion of the REVISED MAXIMUM GROSS SETTLEMENT AMOUNT shall be divided by the gross number of weeks of employment in a COVERED POSITION by each PLAINTIFF and OPT-IN PLAINTIFF in that subclass, between August 22, 2005, and the date that the COURT enters its APPROVAL ORDER, to establish a "per week" amount. Each PLAINTIFF and OPT-IN PLAINTIFF shall be eligible to receive a SETTLEMENT ALLOCATION in an amount equal to the "per week" amount multiplied by the number of weeks that the individual was employed by GEO in a COVERED POSITION between August 22, 2005, and the date that the COURT enters its APPROVAL ORDER. The total of all SETTLEMENT ALLOCATIONS shall not exceed the REVISED MAXIMUM GROSS SETTLEMENT AMOUNT. From each SETTLEMENT ALLOCATION, the SETTLEMENT ADMINISTRATOR shall then deduct GEO's employer payment of taxes, including but not limited to FICA and FUTA taxes to determine each PLAINTIFF and OPT-IN PLAINTIFF's individual SETTLEMENT PAYMENT.

The SETTLEMENT ADMINISTRATOR shall provide its calculations to PLAINTIFFS' COUNSEL and counsel for DEFENDANT.

D. PLAINTIFFS' COUNSEL and counsel for DEFENDANT shall have five (5) business days to review and comment on the SETTLEMENT PAYMENT calculations provided by the SETTLEMENT ADMINISTRATOR. The SETTLEMENT ADMINISTRATOR shall review any comments received from PLAINTIFFS' COUNSEL and/or counsel for DEFENDANT and shall finalize the SETTLEMENT PAYMENT calculations within ten (10) business days thereafter. The SETTLEMENT ADMINISTRATOR'S determination (after input from PLAINTIFFS' COUNSEL and counsel for DEFENDANT) of the SETTLEMENT PAYMENT amounts for each of the PLAINTIFFS and each OPT-IN PLAINTIFF shall be final and not subject to appeal to the COURT.

E. Within fifteen (15) calendar days after the SETTLEMENT ADMINISTRATOR has finalized the SETTLEMENT PAYMENT amounts for PLAINTIFF BROWN, PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, and each OPT-IN PLAINTIFF, the SETTLEMENT ADMINISTRATOR shall mail to PLAINTIFF LEWIS, PLAINTIFF BROWN, PLAINTIFF MORENO-MONROE, and each OPT-IN PLAINTIFF the COURT-approved NOTICE OF SETTLEMENT and CLAIM FORM. All mailings by the SETTLEMENT ADMINISTRATOR shall be by first class mail.

F. For any envelope containing a NOTICE OF SETTLEMENT and CLAIM FORM that is returned as undeliverable, the SETTLEMENT ADMINISTRATOR will perform one skip trace and resend by first class mail the COURT-approved NOTICE OF SETTLEMENT and CLAIM FORM to those individuals for whom it obtains more recent addresses.

G. The SETTLEMENT ADMINISTRATOR shall mail a COURT-approved NOTICE OF SETTLEMENT and CLAIM FORM to PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, PLAINTIFF BROWN, or any OPT-IN PLAINTIFF who contacts the SETTLEMENT

ADMINISTRATOR during the time period between the initial mailing of the NOTICE OF SETTLEMENT and CLAIM FORM, and the BAR DATE, and requests that a NOTICE OF SETTLEMENT and CLAIM FORM be re-mailed.

H. To receive his or her individual SETTLEMENT PAYMENT, PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN, and each OPT-IN PLAINTIFF must complete, sign, and timely return his or her CLAIM FORM to the SETTLEMENT ADMINISTRATOR, and the envelope containing the CLAIM FORM must be postmarked on or before the BAR DATE, as directed in the NOTICE OF SETTLEMENT.

I. In the event PLAINTIFF LEWIS, PLAINTIFF BROWN, PLAINTIFF MORENO-MONROE, or any OPT-IN PLAINTIFF submits a CLAIM FORM in a timely manner (i.e., received by the SETTLEMENT ADMINISTRATOR postmarked on or before the BAR DATE), but the document is incomplete or otherwise deficient in one or more aspects, the SETTLEMENT ADMINISTRATOR will (no later than ten calendar days following the BAR DATE) return the deficient document to the individual with a letter explaining the deficiencies and stating that the individual will have fourteen (14) calendar days from the date the deficiency notice is mailed to the individual to correct the deficiencies and resubmit the document. The envelope containing the corrected and resubmitted document must be postmarked within fourteen (14) days of the date the deficiency notice is mailed to the individual to be considered timely. The SETTLEMENT ADMINISTRATOR'S decision on whether the deficiency has been remedied shall be binding on the PARTIES and PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN, or any OPT-IN PLAINTIFF.

J. As soon as practicable following the OPT-OUT DEADLINE, the SETTLEMENT ADMINISTRATOR shall certify jointly to PLAINTIFFS' COUNSEL and DEFENDANT'S

counsel a list containing the names and contact information of any OPT-OUT PLAINTIFFS who timely notified the SETTLEMENT ADMINISTRATOR of his or her intent to withdraw their previously filed consent form. PLAINTIFFS' COUNSEL shall then take the appropriate steps to formally withdraw the consents of any OPT-OUT PLAINTIFFS within five (5) business days of receiving the list of OPT-OUT PLAINTIFFS from the SETTLEMENT ADMINISTRATOR.

K. As soon as practicable following the BAR DATE and the resolution of any deficient submissions, the SETTLEMENT ADMINISTRATOR shall certify jointly to PLAINTIFFS' COUNSEL and DEFENDANT'S counsel a list containing: (a) the most current address for PLAINTIFF MORENO-MONROE, PLAINTIFF BROWN, PLAINTIFF LEWIS, and each OPT-IN PLAINTIFF; (b) whether the individual provided an executed and compliant CLAIM FORM; and (c) if so, the total SETTLEMENT PAYMENT due to that individual pursuant to this SETTLEMENT AGREEMENT. The report from the SETTLEMENT ADMINISTRATOR shall also identify the total amount of money needed to enable the SETTLEMENT ADMINISTRATOR to satisfy the payment obligations to PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN, and the OPT-IN PLAINTIFFS, including the amount needed for payment of any and all employer taxes, including but not limited to FICA and FUTA taxes on SETTLEMENT PAYMENTS

L. Within ten (10) business days of the date that the SETTLEMENT ADMINISTRATOR provides its calculations of the SETTLEMENT PAYMENTS, DEFENDANT shall provide the SETTLEMENT ADMINISTRATOR with funds sufficient to enable the SETTLEMENT ADMINISTRATOR to satisfy the payment obligations to PLAINTIFFS and each OPT-IN PLAINTIFF.

M. Within twenty (20) business days of its receipt of the funds from DEFENDANT, the SETTLEMENT ADMINISTRATOR shall mail the individual SETTLEMENT PAYMENTS to PLAINTIFFS and any OPT-IN PLAINTIFF who completed, signed, and timely returned his or her CLAIM FORM, to the address provided by that individual on his or her CLAIM FORM or at the individual's last known address.

N. Each SETTLEMENT PAYMENT shall be separated into two equal amounts: fifty percent (50%) shall be allocated to the claims asserted in the LITIGATION for unpaid overtime and other wage-related damages, and fifty percent (50%) shall be allocated to the claims asserted in the LITIGATION for liquidated damages and other relief. The portion allocated to claims for unpaid overtime and other wage-related damages shall be subject to all required employee paid payroll taxes and deductions (*e.g.*, federal income taxes, state income taxes, employee's share of FICA taxes, and other state-specific statutory deductions) and other required deductions (*e.g.*, garnishments, tax liens, child support). The portion allocated to liquidated damages and other relief shall be characterized as non-wage income to the recipient. To the extent required by applicable law, the SETTLEMENT ADMINISTRATOR will report the wage portion of each SETTLEMENT PAYMENT on an IRS Form W-2 and the non-wage portion on an IRS Form 1099. The SETTLEMENT ADMINISTRATOR shall be responsible for issuing the settlement checks, less required withholdings and deductions, to each of the eligible PLAINTIFFS and each eligible OPT-IN PLAINTIFF and mailing the settlement checks, W-2s, and 1099s.

O. If any CLAIM FORMS are received after the SETTLEMENT ADMINISTRATOR has issued checks, and the CLAIM FORM was postmarked by the BAR DATE and therefore timely, the SETTLEMENT ADMINISTRATOR shall notify PLAINTIFFS'

COUNSEL and DEFENDANT'S counsel immediately. The SETTLEMENT ADMINISTRATOR shall provide evidence that the CLAIM FORM was in fact timely as evidenced by the postmark and identify the total amount of money needed to enable the SETTLEMENT ADMINISTRATOR to satisfy the payment obligations, including the amount needed for payment of any and all employer taxes, including but not limited to FICA and FUTA taxes on SETTLEMENT PAYMENTS. Within five (5) business days of the date that the SETTLEMENT ADMINISTRATOR provides its calculations of such SETTLEMENT PAYMENTS, DEFENDANT shall provide the SETTLEMENT ADMINISTRATOR with funds sufficient to enable the SETTLEMENT ADMINISTRATOR to satisfy the payment obligations to such OPT-IN PLAINTIFFS.

P. PLAINTIFF BROWN, PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, and each eligible OPT-IN PLAINTIFF will have ninety (90) calendar days from the date on which the SETTLEMENT PAYMENTS are mailed to negotiate his or her settlement check(s). If any settlement check is not negotiated in that period of time, that settlement check will be voided, and a stop-payment will be placed on the check. Any individual SETTLEMENT PAYMENTS or portions thereof which remain unclaimed for any reason ninety (90) calendar days following the mailing of the SETTLEMENT PAYMENT shall be deemed unclaimed. In such event, PLAINTIFF BROWN, PLAINTIFF LEWIS, PLAINTIFF MORENO-MONROE, and those OPT-IN PLAINTIFFS will be deemed to have irrevocably waived any right in or claim to a SETTLEMENT PAYMENT, but the SETTLEMENT AGREEMENT nevertheless will be binding upon them. Unless otherwise required by the relevant state escheatment laws, one hundred percent (100%) of such unclaimed funds shall be retained by GEO. Neither DEFENDANT, counsel for DEFENDANT, PLAINTIFFS' COUNSEL, PLAINTIFF MORENO-

MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN, OPT-IN PLAINTIFFS, nor the SETTLEMENT ADMINISTRATOR shall have any liability for lost or stolen settlement checks, for forged signatures on settlement checks, or for unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN, or any OPT-IN PLAINTIFF notifies the SETTLEMENT ADMINISTRATOR that he or she believes that a settlement check has been lost or stolen, the SETTLEMENT ADMINISTRATOR shall stop payment on such check. If the settlement check in question has not been negotiated prior to the stop payment order, the SETTLEMENT ADMINISTRATOR will issue a replacement check, from which the fees associated with the stop payment order will first be deducted. If the settlement check in question has been negotiated prior to the stop payment order, PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN, or each OPT-IN PLAINTIFF shall be responsible for reimbursing GEO for the fees associated with the stop payment. PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN, or the OPT-IN PLAINTIFF will have an additional forty-five (45) calendar days to negotiate the re-issued check from the date of re-mailing. If any settlement check is not negotiated in that period of time, that settlement check will be voided. Unless otherwise required by the relevant state escheatment laws, one hundred percent (100%) of such unclaimed funds shall be retained by DEFENDANT.

IV. PLAINTIFFS' COUNSEL'S FEES AND COSTS

A. PLAINTIFFS' COUNSEL will apply for an award of attorneys' fees, to be approved by the COURT, not to exceed thirty-three percent (33%) of the MAXIMUM GROSS SETTLEMENT AMOUNT, appropriate costs and expenses in an amount not to exceed \$60,000, and SETTLEMENT EXPENSES in the amount of \$20,000, to be paid from the MAXIMUM GROSS SETTLEMENT AMOUNT. GEO will not oppose or object to such application.

B. The amount designated as PLAINTIFFS' COUNSEL'S FEES AND COSTS and SETTLEMENT EXPENSES shall be paid to PLAINTIFFS' COUNSEL within three (3) business days after all of the following events and conditions have been met or have occurred: (a) the COURT has entered an APPROVAL ORDER; (b) the COURT has dismissed the claims asserted by PLAINTIFF MORENO-MONROE, PLAINTIFF BROWN, PLAINTIFF LEWIS, and the OPT-IN PLAINTIFFS from the LITIGATION with prejudice; (c) the deadline has passed without action for any PARTY to terminate the SETTLEMENT AGREEMENT; and, (d) the time to appeal from the APPROVAL ORDER has expired and no notice of appeal has been filed (or in the event that an appeal is filed, the appellate process is exhausted and the APPROVAL ORDER has remained intact in all material respects). PLAINTIFFS' COUNSEL shall pay the amount designated as SETTLEMENT EXPENSES to the SETTLEMENT ADMINISTRATOR in accordance with PLAINTIFFS' COUNSEL'S agreement with the SETTLEMENT ADMINISTRATOR.

C. Payment of such PLAINTIFFS' COUNSEL'S FEES AND COSTS to PLAINTIFFS' COUNSEL as set forth in this SETTLEMENT AGREEMENT shall constitute full satisfaction of any and all obligations by DEFENDANT or any of the RELEASED PERSONS to pay any person, attorney, or law firm (including but not limited to PLAINTIFFS' COUNSEL) for attorneys' fees, expenses, or costs (including but not limited to any fees, costs, and expenses related to testifying and non-testifying experts and consultants) incurred on behalf of PLAINTIFF LEWIS, PLAINTIFF BROWN, PLAINTIFF MORENO-MONROE, and any OPT-IN PLAINTIFF and shall relieve the RELEASED PERSONS of any other claims or liability to any person for any attorneys' fees, expenses, and costs (including but not limited to any fees, costs, and expenses related to testifying and non-testifying experts and consultants) to which any person

may claim to be entitled on behalf of PLAINTIFF LEWIS, PLAINTIFF BROWN, PLAINTIFF MORENO-MONROE, or OPT-IN PLAINTIFF for this LITIGATION. Upon payment of PLAINTIFFS' COUNSEL'S FEES AND COSTS hereunder, PLAINTIFFS' COUNSEL and PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN and OPT-IN PLAINTIFFS shall be deemed to have released DEFENDANT and RELEASED PERSONS from any and all claims for prevailing party attorneys' fees, expenses, and costs (including but not limited to any fees, costs, and expenses related to testifying and non-testifying experts and consultants) relating to this LITIGATION. PLAINTIFFS' COUNSEL further represent and certify that they are not aware of any liens for attorneys' fees, expenses, or costs existing, filed, or asserted with respect to any of the claims asserted in this LITIGATION.

D. PLAINTIFFS' COUNSEL shall be paid PLAINTIFFS' COUNSEL'S FEES AND COSTS via electronic means. Prior to any payment of any amount designated as PLAINTIFFS' COUNSEL'S FEES AND COSTS, each individual PLAINTIFFS' COUNSEL shall provide DEFENDANT with consistent written instructions regarding how the amount shall be allocated (*e.g.*, which law firm to receive what amount) as well as all information necessary to effectuate such payments (*e.g.*, executed IRS Forms W-9). PLAINTIFFS' COUNSEL will each be issued a respective IRS Form 1099 for their award of PLAINTIFFS' COUNSEL'S FEES AND COSTS.

E. To the extent required by applicable law, the SETTLEMENT ADMINISTRATOR will report as income on an IRS Form 1099 PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN'S, and each OPT-IN PLAINTIFF'S pro rata share of the amount approved by the COURT for payment of PLAINTIFFS' COUNSEL'S FEES AND COSTS.

V. SERVICE PAYMENTS

A. PLAINTIFF LEWIS, PLAINTIFF BROWN and PLAINTIFF MORENO-MONROE are each eligible to receive a SERVICE PAYMENT in the amount of \$2,000.00 in

recognition of the work and services that they contributed to the case including, but not limited to, investigative work, meetings with PLAINTIFFS' COUNSEL, giving deposition testimony, responding to written discovery, assumption of risks, and serving as representatives of the conditionally-certified group of OPT-IN PLAINTIFFS. OPT-IN PLAINTIFFS Jeffrey Scott Cruz, Alfred Garza, Torron Gibson, Larry Miller, Juan Saldivar, and Paula Turner are eligible to receive a SERVICE PAYMENT in the amount of \$750.00 each in recognition of the work and services that they contributed to the case including, but not limited to, telephone conferences and/or meetings with PLAINTIFFS' COUNSEL and giving deposition testimony.

B. DEFENDANT (through the SETTLEMENT ADMINISTRATOR) will make the SERVICE PAYMENTS to PLAINTIFF LEWIS, PLAINTIFF BROWN, PLAINTIFF MORENO-MONROE and OPT-IN PLAINTIFFS Jeffrey Scott Cruz, Alfred Garza, Torron Gibson, Larry Miller, Juan Saldivar, and Paula Turner within fifteen (15) calendar days after the FINAL EFFECTIVE DATE, provided that they each timely submit the appropriate fully-completed CLAIM FORM.

C. The SERVICE PAYMENTS shall be treated as non-wage income, and to the extent required by applicable law, the SETTLEMENT ADMINISTRATOR shall issue a Form 1099 to PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN, and OPT-IN PLAINTIFFS Jeffrey Scott Cruz, Alfred Garza, Torron Gibson, Larry Miller, Juan Saldivar, and Paula Turner reflecting the value of the payments.

VI. RELEASE OF CLAIMS; WAIVER; ASSIGNMENT OF RIGHTS

A. Effective as of the FINAL EFFECTIVE DATE, PLAINTIFF LEWIS, PLAINTIFF BROWN, PLAINTIFF MORENO-MONROE, and each and every OPT-IN PLAINTIFF who does not provide a written request to withdraw his or her consent form by the OPT-OUT DEADLINE ("RELEASING PERSONS") shall be deemed to have forever completely released

and discharged GEO, and released and held harmless the RELEASED PERSONS, from any and all wage-related claims of any kind, including but not limited to claims pursuant the FLSA, 29 U.S.C. § 201, *et seq.*, of any kind, that any of the RELEASING PERSONS has, had, might have or might have had against any of the RELEASED PERSONS based on any act or omission that occurred prior to and including the date the COURT enters an APPROVAL ORDER, in any way related to any of the facts or claims that were alleged or that could have been alleged in the LITIGATION or by reason of the negotiations leading to this settlement, even if presently unknown and/or un-asserted (the “RELEASED CLAIMS”). The RELEASED CLAIMS released by the RELEASING PERSONS as of the FINAL EFFECTIVE DATE includes any claims under the FLSA and/or state or local law regulating hours of work, wages, the payment of wages, and/or the payment of overtime compensation, and/or any claim for retaliation under FLSA or any state wage law that could be brought by PLAINTIFFS and/or OPT-IN PLAINTIFFS against GEO or any RELEASED PERSONS based on any act or omission that occurred up to and including the date the COURT enters an APPROVAL ORDER; any breach of contract claims related to wages; and any state common law wage claims, including, but not limited to claims of unjust enrichment and quantum meruit; and any and all claims pursuant to or derived from The Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. § 1001, *et seq.*, that arise from any alleged failure to pay wages, including any claims for benefits under any benefit plans subject to ERISA that arise from any such alleged failure; and any wage-and-hour laws or wage-related claims under other laws, including but not limited to any and all such claims pursuant to state law, including but not limited to the following: Code of Ala. §13A-12-1 and any state common wage law claims under Alabama state law; Arizona Rev. Stat. §§ 23-350, *et seq.*, §§ 23-362, *et seq.*, §§ 23-1501, *et seq.*, § 14-3971, and A.A.C. §§ R20-5-1003, *et seq.*, and any state common

law wage claims; all claims under all California wage orders, the California Labor Code, and other applicable statutes including, but not limited to California Labor Code Sections 98.6, 200-204, 212, 216, 221, 223, 225.5, 226, 226.7, 400, *et seq.*, 500, *et seq.*, 1194, 1194.2, and 2802, Wage Order 4 of the Industrial Welfare Commission (“IWC”) Wage Orders (8 Cal. ¶ Code Regs. §§ 11010, *et seq.*), the California Business & Professions Code §§ 17200, *et seq.*, Code of Civil Procedure §§ 1021.5 and 1542, Cal. Civ. Code § 1542, the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, *et seq.*, and any state common law wage claims; Colorado Minimum Wage Law, Colo. Rev. Stat. §§ 8-6-101, *et seq.*, 8-4-101, *et seq.*, and Colorado Minimum Wage Order Nos. 22-25, 7 C.C.R. § 1103-1, and any state common law wage claims; Florida Statute §§ 448, *et seq.* §§ 532.01, *et seq.*, § 222.15, §§ 532.01, *et seq.*, Florida Constitution, Art. X, § 24, and any state common law wage claims; Georgia Minimum Wage Law, Ga. Code, §§ 34-4-1, *et seq.*, Ga. Code Ann. § 10-1-573, § 39-9-2, § 34-7-5, § 9-3-22, § 21-2-404, § 34-1-3, and any state common law wage claims, including but not limited to claims of unjust enrichment; Illinois Minimum Wage Act, Illinois Compiled Statutes, Chapter 820, §105/1, *et seq.*, Illinois Administrative Code, Title 56 §210.100, *et seq.*, Illinois Wage Payment and Collection Act, Illinois Compiled Statutes, Chapter 820, §115/1, *et seq.*, Illinois Administrative Code, Title 56 §300.100, *et seq.*, Illinois Prevailing Wage Act, Illinois Compiled Statutes, Chapter 820, §130/0.01, *et seq.*, Illinois Administrative Code, Title 56 §100.5, *et seq.*, Illinois Employee Classification Act, Illinois Compiled Statutes, Chapter 820, §185/1, *et seq.*, Illinois Complied Statutes, Chapter 820, §105/4a, Illinois Administrative Code, Title 56 §240.100, *et seq.*, and any state common law wage claims; Indiana Minimum Wage Law of 1965, Ind. Code §§ 22-2-2-1, *et seq.*, Indiana Wage Payment Statute, Ind. Code §§ 22-2-5-1, *et seq.*, Wage Claims Statute, Ind. Code §§ 22-2-9-3, *et seq.*, Indiana Wage Deduction Statute, Ind. Code §§ 22-2-6-1, *et seq.*, and

any state common law wage claim; Louisiana Revised Stat. §§ 23:631, *et seq.*, and §§ 9:1515, 23:691, 23:10, Louisiana Civil Code, Art. 2298, 2299, and 3494, and any state common law wage claims; Michigan Minimum Wage and Overtime Law, Michigan Annotated Statutes §403.381, *et seq.*, Michigan Wage and Hour Administrative Rules, R. 401.701, *et seq.*, and any state common law wage claims; Mississippi Code Ann. § 71-1-35, and any state common law wage claims; New Jersey Statute §31:11-56(a)(4); New Jersey Administrative Code, §§12:56-6.1, *et seq.*, New Jersey Statute §34-11-1, *et seq.*; and any state common law wage claims; New Mexico Labor Conditions and Payment of Wages Laws and Minimum Wage Act, N.M. Stat. Ann. §§ 50-4-1, *et seq.*, § 45-3-1301; N.M. Admin. Code §§ 11.1.4.1, *et seq.*; Santa Fe, N.M., Ordinance No. 2003-8 (Living Wage Ordinance) (2003), and any state common law wage claims; New York State Minimum Wage Laws, Minimum Wage Act, 12 New York Code, Rules & Regulations, §142-2.2, New York Labor Law §652 and any state common law wage claims; North Carolina Wage and Hour Act, North Carolina General Statutes Chapter 95 Article 2A, §95-25.1, *et seq.*, North Carolina Administrative Rules, North Carolina Administrative Code, Title 13, Chapter 12, and any state common law wage claims; Oklahoma Protection of Labor Laws, 40 Okla. St. Ann §§ 165.1, *et seq.*, §§ 197.1, *et seq.*, and Okla. Admin. Code §§ 380:30-1-2, *et seq.*, and any state common law wage claims; Pennsylvania Minimum Wage Act, Pennsylvania Statutes, Title 43 §333.104, 34 Pennsylvania Code §§231.41, 231.43 and any state common law wage claims; Tenn. Ann. Code §50-2-103, and any Tennessee state common law wage claims; Texas Payday Law, Tex. Lab. Code Ann. §§ 61.001 - 61.095, Texas Minimum Wage Act, Tex. Lab. Code Ann. §§ 62.001 - 62.205, and Texas Payday Rules, 40 Tex. Admin. Code §§ 821.1 – 821.28, Va. Code Ann., Title 40, Labor and Employment, Chapter 3, Protection of Employees, §§40.1-28.1 through 40.1.28.12, §40.1.29 and any state common law wage claims; Washington Revised Code §§ 49.12.005,

49.46.020(4), 49.46.130, Washington Annotated Code, §296-126-092, Washington State Department of Labor and Industries Administrative Policies, and any state common law wage claims; and any other claims of any kind related to GEO's alleged failure to pay wages to PLAINTIFFS and/or OPT-IN PLAINTIFFS up to and including the date the COURT enters an APPROVAL ORDER.

B. The RELEASING PERSONS further covenant and agree that, since they are settling disputed claims, they will not accept, recover or receive any back pay, liquidated damages, other damages, penalties, or any other form of relief based on any of the RELEASED CLAIMS asserted or settled in the LITIGATION that may arise out of, or in connection with any other individual, representative, class or any administrative remedies pursued by any individual(s) or any federal, state or local governmental agency against any of the RELEASED PERSONS. RELEASING PERSONS further acknowledge that they are enjoined from pursuing any RELEASED CLAIM RELEASING PERSONS has, had, might have or might have had against any of the RELEASED PERSONS based on any act or omission that occurred up to and including the date the COURT enters an APPROVAL ORDER.

C. The RELEASING PERSONS further covenant and agree not to take any steps to initiate, file or participate in any claim under the California Private Attorney General Act, California Labor Code section 2698, *et seq.*, with respect to any claims for violation of the California Labor Code that allegedly arose during the relevant time period through and including the date the COURT enters a APPROVAL ORDER.

D. Waiver of California Civil Code section 1542: The RELEASING PERSONS acknowledge that they each may have claims related to the RELEASED CLAIMS that are presently unknown and that the release contained in this SETTLEMENT AGREEMENT is

intended to and will fully, finally, and forever discharge even such claims, whether now asserted or un-asserted, known or unknown, to the extent they fall within the description of claims being released above. **ACCORDINGLY, EACH RELEASING PERSON EXPRESSLY UNDERSTANDS AND AGREES TO WAIVE THE PROVISIONS OF, AND RELINQUISH ALL RIGHTS AND BENEFITS AFFORDED BY, CALIFORNIA CIVIL CODE SECTION 1542 OR ANY STATUTE OR RULE OF SIMILAR EFFECT. CIVIL CODE SECTION 1542 PROVIDES IN FULL AS FOLLOWS:**

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In giving this waiver, the RELEASING PERSONS acknowledge that they have been advised of California Civil Code section 1542, they may hereafter discover facts in addition to or different from those which they now believe to be true with respect to the subject matter released herein, but agree that they have taken that possibility into account in reaching this SETTLEMENT AGREEMENT and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the RELEASING PERSONS expressly assume the risk, they freely and voluntarily give the release set forth above. Upon the FINAL EFFECTIVE DATE of this SETTLEMENT AGREEMENT, or upon such earlier date as SETTLEMENT PAYMENTS have been issued to the individual RELEASING PERSONS every PLAINTIFF and OPT-IN PLAINTIFF shall be deemed to have given this release.

E. Assignment: PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN, and each OPT-IN PLAINTIFF represents and warrants that nothing that would otherwise be released herein has been assigned, transferred, or hypothecated or purportedly assigned, transferred, or hypothecated. Upon the FINAL EFFECTIVE DATE of this SETTLEMENT AGREEMENT, or upon such earlier date as a SETTLEMENT PAYMENT has been issued to the individual RELEASING PERSONS, PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN, and each and every OPT-IN PLAINTIFF shall be deemed to have given this warranty.

F. PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN, and each and every OPT-IN PLAINTIFF will be bound by the terms and conditions of this SETTLEMENT AGREEMENT, the APPROVAL ORDER, the judgment, and the releases set forth herein.

VII. MEDIA AND CONFIDENTIALITY OBLIGATIONS

A. Prior to entry of the COURT'S APPROVAL ORDER, PLAINTIFF MORENO-MONROE, PLAINTIFF BROWN, PLAINTIFF LEWIS, OPT-IN PLAINTIFFS, DEFENDANT, and counsel for the PARTIES agree to keep the terms of this SETTLEMENT AGREEMENT confidential, except to the limited extent required to seek the COURT'S APPROVAL ORDER.

B. PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN, OPT-IN PLAINTIFFS and PLAINTIFFS' COUNSEL agree not to: (a) issue a press release or otherwise notify the media, including electronic media, about the terms of this SETTLEMENT AGREEMENT; and/or, (b) disclose or advertise any of the terms of the SETTLEMENT AGREEMENT through written, recorded or electronic communications, including, but not limited to, posting any information about the SETTLEMENT AGREEMENT (including any amounts received under the terms of the SETTLEMENT AGREEMENT) on any website, blog, or through

any electronic social media (e.g., Twitter, Facebook, My Space, LinkedIn). To the extent that PLAINTIFF MORENO-MONROE, PLAINTIFF BROWN, PLAINTIFF LEWIS, OPT-IN PLAINTIFFS and/or PLAINTIFFS' COUNSEL are contacted by the media about the SETTLEMENT AGREEMENT, they shall simply respond "no comment."

C. The SETTLEMENT ADMINISTRATOR shall not post on its website any information concerning the LITIGATION or the SETTLEMENT AGREEMENT.

D. PLAINTIFFS' COUNSEL shall not be barred by this SETTLEMENT AGREEMENT from communicating with PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN and/or OPT-IN PLAINTIFFS, or from responding to inquiries they receive from PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN or any OPT-IN PLAINTIFF. Nothing in this SETTLEMENT AGREEMENT shall be construed to prevent GEO from communicating with its employees or responding to inquiries from its employees regarding any matter, including the LITIGATION or this SETTLEMENT AGREEMENT.

VIII. TERMINATION OF THE SETTLEMENT AGREEMENT

A. GROUND FOR SETTLEMENT TERMINATION:

1. If the number of OPT-OUT PLAINTIFFS exceeds seven percent (7%) of the total number of OPT-IN PLAINTIFFS who existed as of the date that the COURT enters its APPROVAL ORDER, DEFENDANT shall have the option in its sole discretion to terminate this SETTLEMENT AGREEMENT. If DEFENDANT elects to enforce this provision and terminate this SETTLEMENT AGREEMENT based on the number of OPT-OUT PLAINTIFFS, DEFENDANT must notify PLAINTIFFS' COUNSEL within twenty (20) days of the OPT-OUT

DEADLINE. This termination provision will no longer be in effect twenty (20) days after the OPT-OUT DEADLINE.

2. Additionally, any PARTY may terminate the SETTLEMENT AGREEMENT if the COURT declines to enter the APPROVAL ORDER or judgment in the form submitted by the PARTIES, a Court of Appeal reverses the entry of a APPROVAL ORDER or judgment, or the settlement as agreed does not become final for any other reason, provided, the PARTIES agree to work cooperatively and in good faith in an attempt to address and resolve any concerns identified by the COURT or a Court of Appeal in declining to enter the APPROVAL ORDER or judgment in the form submitted by the PARTIES.

B. PROCEDURES FOR TERMINATION:

To terminate this SETTLEMENT AGREEMENT as specified above, the terminating PARTY shall give written notice to the other PARTY no later than fifteen (15) business days after the terminating PARTY learns that the applicable ground for termination has been satisfied.

C. EFFECT OF TERMINATION:

In the event that this SETTLEMENT AGREEMENT is canceled, rescinded, terminated, voided, or nullified, however that may occur, or the settlement of the LITIGATION is barred by operation of law, is invalidated, is not approved or otherwise is ordered not to be carried out by any COURT:

1. The SETTLEMENT AGREEMENT shall have no force or effect, and no PARTY shall be bound by any of its terms with respect to the terminating PARTIES;
2. DEFENDANT shall have no obligation to make any payments to PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN or any OPT-IN PLAINTIFF, PLAINTIFFS' COUNSEL or to the SETTLEMENT ADMINISTRATOR.

3. Any APPROVAL ORDER and judgment, including any order of class certification pursuant to this SETTLEMENT AGREEMENT, shall be vacated;

4. The SETTLEMENT AGREEMENT and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the PARTIES, all of whom shall be restored to their respective positions in the LITIGATION prior to the settlement;

5. Neither this SETTLEMENT AGREEMENT, nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the LITIGATION or any other action for any purpose whatsoever; and

6. DEFENDANT shall reserve the right to renew its motion to decertify the FLSA collective action as it pertains to PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN and the OPT-IN PLAINTIFFS, should the SETTLEMENT AGREEMENT not become final.

IX. PARTIES' AUTHORITY

A. The signatories hereby represent that they are fully authorized to enter into this SETTLEMENT AGREEMENT and bind the PARTIES hereto to the terms and conditions hereof.

B. Pursuant to the consents signed by the OPT-IN PLAINTIFFS, PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN and PLAINTIFFS' COUNSEL acknowledge, covenant and represent that they are the duly-authorized legal agents for the OPT-IN PLAINTIFFS with a similar job title with respect to the LITIGATION and this SETTLEMENT AGREEMENT, and that they have the legal right and authority to act as representatives of all OPT-IN PLAINTIFFS with a similar job title and to make decisions on their

behalf concerning the LITIGATION, the method and manner of conducting the LITIGATION, and the execution of this SETTLEMENT AGREEMENT on behalf of themselves and all OPT-IN PLAINTIFFS. Consistent with the language set forth in the written consent forms filed by the OPT-IN PLAINTIFFS, PLAINTIFF MORENO-MONROE, PLAINTIFF LEWIS, PLAINTIFF BROWN and PLAINTIFFS' COUNSEL acknowledge, covenant and represent that they are fully authorized to bind the OPT-IN PLAINTIFFS to all terms set forth in this SETTLEMENT AGREEMENT.

X. MUTUAL FULL COOPERATION

The PARTIES agree to fully cooperate with each other to accomplish the terms of the SETTLEMENT AGREEMENT, including, but not limited to, to execute such documents and to take such other action as may reasonably be necessary to implement the terms of the SETTLEMENT AGREEMENT. The PARTIES to the SETTLEMENT AGREEMENT shall use their best efforts, including all efforts contemplated by the SETTLEMENT AGREEMENT and any other efforts that may become necessary by order of the COURT, or otherwise, to effectuate the SETTLEMENT AGREEMENT and the terms set forth herein. As soon as practicable after execution of the SETTLEMENT AGREEMENT, PLAINTIFFS' COUNSEL shall, with the assistance and cooperation of DEFENDANT and their counsel, take all necessary steps to secure the COURT'S APPROVAL ORDER.

XI. NOTICE

Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff Moreno-Monroe, Plaintiff Lewis, Plaintiff Brown and the Opt-In Plaintiffs:

Jennifer Selling Montagna
William B. Federman
Federman & Sherwood, P.C.
10205 N. Pennsylvania Avenue
Oklahoma City, OK 73120

To the Defendant:

Kevin M. Duddlesten
LITTLER MENDELSON, P.C.
One International Place
Suite 2700
Boston, MA 02110

Margaret T. Blackwood
LITTLER MENDELSON, P.C.
3344 Peachtree Road, N.E., Suite 1500
Atlanta, GA 30326

XII. CONSTRUCTION AND INTERPRETATION

a. The PARTIES hereto agree that the terms and conditions of the SETTLEMENT AGREEMENT are the result of lengthy, intensive, arms-length negotiations among the PARTIES, and the SETTLEMENT AGREEMENT shall not be construed in favor of or against any PARTY by reason of the extent to which any PARTY or his, her or its counsel participated in the drafting of the SETTLEMENT AGREEMENT.

b. Paragraph titles are inserted as a matter of convenience for reference, and in no way define, limit, extend, or describe the scope of this SETTLEMENT AGREEMENT or any of its provisions. Each term of this SETTLEMENT AGREEMENT is contractual and not merely a recital.

c. This SETTLEMENT AGREEMENT shall be subject to and governed by the laws of the State of Oklahoma and subject to the continuing jurisdiction of the United States District Court for the Western District of Oklahoma.

XIII. FORM AND CONTENT RESOLUTION

The PARTIES agree they have reached agreement on the form and content of the SETTLEMENT AGREEMENT and its exhibits, the Motion for Approval, and the proposed APPROVAL ORDER.

XIV. COUNTERPARTS

The SETTLEMENT AGREEMENT may be executed in counterparts, and when each designated signatory has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one SETTLEMENT AGREEMENT, which shall be binding upon and effective as to all PARTIES.

XV. INTEGRATION CLAUSE

This SETTLEMENT AGREEMENT sets forth the entire agreement between the PARTIES hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the PARTIES pertaining to the subject matter hereof, including, but not limited to, any and all written and oral agreements reached between the PARTIES during the mediation that resulted in this SETTLEMENT AGREEMENT.

XVI. BINDING ON ASSIGNS

This SETTLEMENT AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective heirs, trustees, executors, administrators, successors, and assigns.

XVII. MODIFICATION

No rights hereunder may be waived or modified except in a writing signed by duly authorized representatives of the PARTIES.

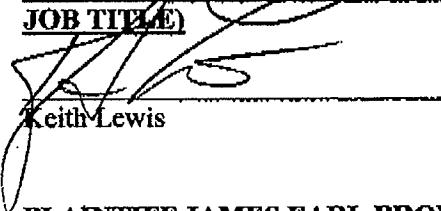
XVIII. ENFORCEMENT OF THE SETTLEMENT AGREEMENT

In the event of a dispute concerning the rights or obligations under the SETTLEMENT AGREEMENT, the PARTIES shall first meet and confer in a good faith attempt to resolve the matter. In the event those efforts are unsuccessful and one or more of the PARTIES attempts to institute any legal action or other proceeding against any other PARTY or PARTIES to enforce the provisions of this SETTLEMENT AGREEMENT or to declare rights and/or obligations under this SETTLEMENT AGREEMENT, the successful PARTY or PARTIES shall be entitled to recover from the unsuccessful PARTY or PARTIES reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have duly executed this SETTLEMENT AGREEMENT with an effective date of 21st day of May, 2011:

PLAINTIFF KEITH LEWIS (ON BEHALF OF HIMSELF AND ALL OPT-IN PLAINTIFFS WITH JOB TITLE LIEUTENANT OR SIMILAR JOB TITLE)


Keith Lewis

PLAINTIFF JAMES EARL BROWN (ON BEHALF OF HIMSELF AND ALL OPT-IN PLAINTIFFS WITH JOB TITLE INSTRUCTOR OR SIMILAR JOB TITLE)

James Earl-Brown

PLAINTIFF AMBER MORENO-MONROE (ON BEHALF OF HERSELF AND ALL OPT-IN PLAINTIFFS WITH JOB TITLE CASE MANAGER OR SIMILAR JOB TITLE)

Amber Moreno-Monroe

DEFENDANT:

THE GEO GROUP, INC.

By: _____

Name: _____

Title: _____

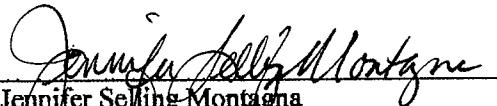
APPROVED AS TO FORM:

Kevin M. Duddlesten
LITTLER MENDELSON, P.C.
One International Place, Suite 2700
Boston, MA 02110
Telephone: 617-378-6000

Margaret T. Blackwood
LITTLER MENDELSON, P.C.
3344 Peachtree Road, N.E., Suite 1500
Atlanta, GA 30326
Telephone: 404-233-0330

DEFENDANT'S COUNSEL

APPROVED AS TO FORM:


Jennifer Seling Montagna
William B. Federman
Federman & Sherwood, P.C.
10205 N. Pennsylvania Avenue
Oklahoma City, OK 73120

PLAINTIFFS' COUNSEL

IN WITNESS WHEREOF, the undersigned have duly executed this SETTLEMENT AGREEMENT with an effective date of May 31, 2011:

PLAINTIFF KEITH LEWIS (ON BEHALF OF HIMSELF AND ALL OPT-IN PLAINTIFFS WITH JOB TITLE LIEUTENANT OR SIMILAR JOB TITLE)

Keith Lewis

PLAINTIFF JAMES EARL BROWN (ON BEHALF OF HIMSELF AND ALL OPT-IN PLAINTIFFS WITH JOB TITLE INSTRUCTOR OR SIMILAR JOB TITLE)

James Earl Brown
James Earl-Brown

PLAINTIFF AMBER MORENO-MONROE (ON BEHALF OF HERSELF AND ALL OPT-IN PLAINTIFFS WITH JOB TITLE CASE MANAGER OR SIMILAR JOB TITLE)

Amber Moreno-Monroe

DEFENDANT:

THE GEO GROUP, INC.

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Kevin M. Duddlesten
LITTLER MENDELSON, P.C.
One International Place, Suite 2700
Boston, MA 02110
Telephone: 617-378-6000

Margaret T. Blackwood
LITTLER MENDELSON, P.C.
3344 Peachtree Road, N.E., Suite 1500
Atlanta, GA 30326
Telephone: 404-233-0330

DEFENDANT'S COUNSEL

APPROVED AS TO FORM:

Jennifer Selling Montagna
William B. Federman
Federman & Sherwood, P.C.
10205 N. Pennsylvania Avenue
Oklahoma City, OK 73120

PLAINTIFFS' COUNSEL

AGREEMENT with an effective date of May 31, 2011:

PLAINTIFF KEITH LEWIS (ON BEHALF OF HIMSELF AND ALL OPT-IN PLAINTIFFS WITH JOB TITLE LIEUTENANT OR SIMILAR JOB TITLE)

Keith Lewis

PLAINTIFF JAMES EARL BROWN (ON BEHALF OF HIMSELF AND ALL OPT-IN PLAINTIFFS WITH JOB TITLE INSTRUCTOR OR SIMILAR JOB TITLE)

James Earl-Brown

PLAINTIFF AMBER MORENO-MONROE (ON BEHALF OF HERSELF AND ALL OPT-IN PLAINTIFFS WITH JOB TITLE CASE MANAGER OR SIMILAR JOB TITLE)


Amber Moreno-Monroe

DEFENDANT:

THE GEO GROUP, INC.

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Kevin M. Duddlesten
LITTLER MENDELSON, P.C.
One International Place, Suite 2700
Boston, MA 02110
Telephone: 617-378-6000

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3344 Peachtree Road, N.E., Suite 1500
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Telephone: 404-233-0330

DEFENDANT'S COUNSEL

APPROVED AS TO FORM:

Jennifer Selling Montagna
William B. Federman
Federman & Sherwood, P.C.
10205 N. Pennsylvania Avenue
Oklahoma City, OK 73120

PLAINTIFFS' COUNSEL

IN WITNESS WHEREOF, the undersigned have duly executed this SETTLEMENT

AGREEMENT with an effective date of _____, 2011:

PLAINTIFF KEITH LEWIS (ON BEHALF OF HIMSELF AND ALL OPT-IN PLAINTIFFS WITH JOB TITLE LIEUTENANT OR SIMILAR JOB TITLE)

Keith Lewis

PLAINTIFF JAMES EARL BROWN (ON BEHALF OF HIMSELF AND ALL OPT-IN PLAINTIFFS WITH JOB TITLE INSTRUCTOR OR SIMILAR JOB TITLE)

James Earl-Brown

PLAINTIFF MORENO-MONROE (ON BEHALF OF HERSELF AND ALL OPT-IN PLAINTIFFS WITH JOB TITLE CASE MANAGER OR SIMILAR JOB TITLE)

Amber Moreno-Monroe

DEFENDANT:

THE GEO GROUP, INC.

By: 

Name: Alex Landino

Title: Associate Corporate Counsel

APPROVED AS TO FORM:



Kevin M. Duddlesten
LITTLER MENDELSON, P.C.
One International Place, Suite 2700
Boston, MA 02110
Telephone: 617-378-6000

Margaret T. Blackwood
LITTLER MENDELSON, P.C.
3344 Peachtree Road, N.E., Suite 1500
Atlanta, GA 30326
Telephone: 404-233-0330

APPROVED AS TO FORM:

Jennifer Selling Montagna
William B. Federman
Federman & Sherwood, P.C.
10205 N. Pennsylvania Avenue
Oklahoma City, OK 73120

PLAINTIFFS' COUNSEL

CLAIM FORM

Claim ID: [Claim ID]
[Name]
[Mailing Address 1]
[Mailing Address 2]
[City, State ZIP]

The gross estimated amount of my potential settlement allocation is: **\$XXXX.XX**. I understand that an amount necessary to pay employer and employee taxes will be withheld from fifty percent (50%) of this payment because it is considered wage income.

By completing and signing this Claim Form, I verify that I was employed by The GEO Group, Inc., or one of its related entities (“GEO”) as an exempt Lieutenant, exempt Instructor or non-exempt Case Manager or in a similar position at some point between November 9, 2006, and March 9, 2010. I understand that this lawsuit, entitled ***Keith Lewis, et al. v. The GEO Group, Inc., United States District Court, Western District of Oklahoma, Case No. CIV-08-00881***, was brought in the United States District Court, Western District of Oklahoma, alleging that GEO violated the Fair Labor Standards Act, as amended, 29 U.S.C. § 201, *et seq.* (“FLSA”), by not paying me and other exempt Instructors, exempt Lieutenants, and non-exempt Case Managers all of the wages to which we were entitled. I consented and agreed to join the litigation as a party plaintiff. In doing so, I authorized the Lead Plaintiff for my job title, Keith Lewis, James Earl Brown, or Amber Moreno-Monroe, and their counsel, Federman & Sherwood, to act as my representatives and to make decisions on my behalf concerning the litigation, the method and manner of conducting the litigation, and the execution of a settlement agreement on my behalf.

I understand that in accordance with the settlement of the litigation, I am eligible to receive a settlement payment and that the estimated value of my settlement payment is set forth at the beginning of this Claim Form. I understand that as part of the settlement of my claims in the litigation, I released GEO and its related entities from any and all wage-related claims I may have or have had against GEO under federal, state and/or local law, including but not limited to claims under the FLSA, state wage laws, The Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. § 1001, *et seq.*, claims for breach of contract for unpaid wages, claims for quantum meruit for unpaid wages, or any other wage-related claim resulting from any act or omission by or on the part of GEO, based on any act or omission that occurred prior to and including [INSERT DATE OF PRELIMINARY APPROVAL], 2011. Should this release be ruled unenforceable for any reason, I agree to execute a valid release of equal scope.

I agree not to: (a) issue a press release or otherwise notify the media about the terms of the settlement agreement; and/or (b) advertise any of the terms of the settlement agreement through written, recorded or electronic communications, including any social networking site (e.g., Facebook, Twitter, LinkedIn).

If I am currently employed by GEO as non-exempt Case Manager, I acknowledge, understand, and agree to: (a) comply with GEO’s payroll reporting policies and accurately report all working time; (b) not perform any “off the clock” work; (c) immediately report to my facility Human Resources Manager if I receive or learn about any alleged instruction or suggestion by GEO or

any GEO employee to work “off the clock” or to otherwise under- or over-report the amount of working time; (d) carefully review my time records and paychecks and immediately notify my facility Human Resources Manager of any concerns regarding the accuracy of that information; and (e) contact my facility Human Resources Manager if I have any questions about what is working time or have any complaints about my pay.

By signing below, I declare under penalty of perjury under the laws of the United States that I have read this Claim Form, that I agree to its terms, and that the foregoing information supplied by me is true and correct.

Signature

Date

In order to receive a settlement payment, you must complete this Claim Form and mail it to the following address by _____. It must be *postmarked* no later than this date for you to be entitled to a settlement payment. :

Lewis Settlement Claims Administrator
c/o Rust Consulting

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

KEITH LEWIS, JAMES EARL BROWN,)	
and AMBER MORENO-MONROE)	
Individually, and on behalf of others)	
similarly situated,)	
)	
Plaintiffs,)	Case No. 5:08-cv-00881-M
v.)	
)	
The GEO Group, Inc.)	
a Florida corporation;)	
)	
Defendant.)	

NOTICE OF SETTLEMENT

A settlement has been reached in the case of *Lewis, et al. v. The GEO Group, Inc.* (the “Litigation”). You are receiving this notice because you consented to join the Litigation as a party plaintiff and are therefore eligible to receive a settlement payment. Please read this notice carefully.

Summary of the Litigation: In the Litigation, named Plaintiffs Keith Lewis, James Earl Brown and Amber Moreno-Monroe (“Plaintiffs”) alleged that The GEO Group, Inc., (“GEO”) failed to properly pay individuals employed by GEO as exempt Lieutenants, exempt Instructors, and non-exempt Case Managers and in similar positions in accordance with the requirements of the Fair Labor Standards Act (“FLSA”). With respect to the Lieutenants and Instructors, the Plaintiffs alleged that GEO improperly classified them as exempt from the overtime requirements of the FLSA, thereby failing to pay them for all work performed. With respect to the Case Managers, the Plaintiffs alleged that that GEO (a) “rounded” on its time keeping system, and, (b) required other types of work (e.g., meetings and paperwork) to be performed “off the clock.” Plaintiffs sought compensation for lost wages, liquidated damages, attorneys’ fees and costs, on behalf of themselves and all “similarly situated” individuals. You and 338 other individuals filed written consents to join the Litigation as “Opt-In Plaintiffs.” GEO denied the allegations in the Litigation. GEO contends that it paid Plaintiffs and the Opt-In Plaintiffs in accordance with the requirements of applicable law.

Summary of the Settlement: Over the past several years, the parties engaged in a thorough review of the factual and legal matters at issue in the Litigation, including a comprehensive review of time records and payroll records, and interviews of current and former GEO employees. Following those efforts, the parties negotiated an agreement to resolve the claims asserted in the Litigation. The parties concluded that further proceedings in litigation, including trial and probable appeals, would be expensive and prolonged, as well as uncertain as to likelihood of success and amount of recovery, if any. Upon careful consideration of all of the facts, Plaintiffs’ counsel concluded that the settlement agreement negotiated with GEO is fair, reasonable, and adequate, and is in your best interest.

The gross settlement amount is \$401,500.00. Of this amount: (a) \$180,521 will be allocated to settlement payments for the Plaintiffs and Opt-In Plaintiffs as well as the employer’s share of payroll taxes on such payments; (b) \$132,495 will be paid to Plaintiffs’ counsel (the law firm of Federman & Sherwood and the law firm of Delluomo & Crow); (c) \$57,984 will be reimbursed to Plaintiffs’ counsel for costs and expenses they incurred in the Litigation; (d) \$20,000 will be paid to Rust Consulting for its services in connection with administering the settlement; (e) \$2,000 each will be paid to the Plaintiffs in recognition of their services in bringing the Lawsuit and participating in the investigation that

resulted in this settlement; and, (f) \$750 each will be paid to six Opt-In Plaintiffs in recognition of their services for providing deposition testimony in the case.

The amount allocated to settlement payments for the Plaintiffs and Opt-In Plaintiffs will be apportioned between the three employee group subclasses based on the damages estimated for each employee group: \$126,365 allocated to the class of 206 Lieutenants; \$18,052 allocated to the class of 54 Instructors; and \$36,104 allocated to the class of 80 Case Managers. The individual settlement allocation to Plaintiffs and each Opt-In Plaintiff will then be calculated by dividing the gross number of weeks of employment in a covered position by each Plaintiff and Opt-In Plaintiff between August 22, 2005, and _____ (approval order date), to establish a "per week" amount. Each Plaintiff and Opt-In Plaintiff shall be eligible to receive a settlement allocation in an amount equal to the "per week" amount multiplied by the number of weeks that the individual was employed by GEO in a covered position between August 22, 2005, and _____ (approval order date). The settlement administrator will then deduct the relevant taxes, including employer and employee shares of FICA and FUTA, from each settlement allocation before calculating each final settlement payment. The estimated amount of your gross individual settlement allocation is set forth on the enclosed claim form. Your settlement allocation will be separated into two equal amounts: fifty percent (50%) will be allocated to the claims asserted in the Litigation for unpaid overtime and other wage-related damages, and fifty percent (50%) will be allocated to the claims asserted for liquidated damages and other relief. The portion allocated to claims for unpaid overtime and other wage-related damages will be subject to all required employee and employer paid payroll taxes and required deductions (and reported on an IRS Form W-2), i.e., the amount necessary to pay the employer and employee taxes will be withheld from 50% of this gross allocation. The portion allocated to liquidated damages and other relief will be characterized as non-wage income (and reported on an IRS Form 1099 if required).

The settlement agreement includes a release of claims. Pursuant to the release, unless you provide a timely written request to withdraw your consent from this litigation, you will be deemed to have released GEO and its related entities from any and all wage-related claims of any kind, including claims of retaliation, which include, but are not limited to claims pursuant to the FLSA, 29 U.S.C. § 201, *et. seq.*, and any applicable state wage laws that you have, had, might have or might have had against any GEO based on any act or omission that occurred prior to and including prior to and including _____, 2011. This release also includes a waiver of California Civil Code section 1542. If you do not want to participate in this settlement or you do not want to release these claims against GEO, you must send a written request to withdraw the consent form that you previously filed with the Court, and this request must be postmarked on or before _____ (30 days after notice) and received by the Settlement Administrator on or before [INSERT BAR DATE].

For additional details regarding the settlement agreement and release, you may contact Plaintiffs' counsel: William B. Federman and Jennifer S. Montagna with the law firm of Federman & Sherwood, (405) 235-1560.

To Receive Your Settlement Payment: To receive your settlement payment, you must complete, sign and return the enclosed Claim Form to the settlement administrator, Rust Consulting, which must be postmarked on or before _____, 2011, at the address listed below. Please note that your wage-related claims against GEO are released pursuant to the Settlement Agreement regardless of whether you send in a claim form unless you withdraw your consent. If you have any questions about your settlement payment or claim form, please call Rust Consulting at _____.

**Lewis Settlement Administrator
c/o Rust Consulting**

	A
1	LEWIS V. THE GEO GROUP - OPT-IN PLAINTIFFS
2	ABRAHAMS, WILLIAM
3	ADAMS, ERIC
4	ADAMS, FLOYD
5	ADAMS, OTHA
6	ADAMS, SHAWANDA
7	ADAMS, TIMOTHY
8	AGUILAR, DIANE
9	ALDERMAN, JACKY
10	ALEXANDER, JACQUELINE
11	ALLISON, BRYAN
12	ANDERSON, ANDREW
13	ANDERSON, ANTHONY
14	ARAGON, PHILIP
15	ARD, JAMES
16	ARENIVAS, MARICELA
17	ARGUELLO, RICKY
18	ARREDONDO, MARIBEL
19	ARREOLA, MARY ANN
20	BAILEY, CLIFFTON
21	BARNETT, CHARLES
22	BECENTI, ZACHARY
23	BELTRAN, LETICIA
24	BENJAMIN, RICK
25	BERMUDEZ, EVA
26	BERNAL, JESSE
27	BINGHAM, PATRICK
28	BLACK, MARTEL
29	BOLEYN, RICHARD
30	BOLTON, KECIA
31	BOND, ALICIA
32	BOYER, BRYAN
33	BRAKEBILL, BONNIE
34	BRAKEBILL, GARY
35	BRATCHER, LONNIE
36	BRIMBERRY, CHARLES
37	BROADNAX, VANESSA
38	BROOME, CHERYL
39	BROWN, CARLEEN
40	BROWN, JAMES
41	BROWN, WILLIAM
42	BUCHANAN, SAMUEL
43	BUDHAN, AUTRESE
44	BUFORD, ROBERT
45	BUITRON, MICHAEL
46	BURELL, MARGIE

	A
1	LEWIS V. THE GEO GROUP - OPT-IN PLAINTIFFS
47	BURKHAM, GAIL
48	BUSH, JANICE
49	CANADA, VALERIE
50	CARNER, JON
51	CARRANZA, EMILIO
52	CARTER, YOLANDA
53	CHAFFIN, LUCIAN
54	CHAPPELL, CARI
55	CHARLES, ROSE
56	CHAVEZ, ELITTA
57	CLARK, MARTHA
58	CLAY, FLOYD
59	CLUBB, WENDY
60	COCCIA, ANTHONY
61	COFFMAN, RAY
62	COLLINS, JACQUELINE
63	CONBOY, CHRISTOPHER
64	CONWAY, VERNER
65	CORTEZ, ROSA
66	COUSINS, CATHY
67	CRAWFORD, ILLISHA
68	CRUZ, GEORGE
69	CRUZ, JEFFREY
70	CULLEY, HENRY
71	DAVENPORT, FORREST
72	DAVIS, ALFRED
73	DAVIS, HARRY
74	DAVIS, KIMBERLY
75	DAVIS, PERNELL
76	DELACRUZ, ERIC
77	DICKSON, NICOLE
78	DRAYTON, DEANNE
79	DUNHAM, SEAN
80	DUNN, ANDREW
81	DURLING, ROBIN
82	DYE, MARSHALLE
83	EADY, LAWRENCE
84	EAKS, JIM
85	ECHOLS, JR. LEE
86	ENRIQUEZ, JOSIE
87	EPHRIAM, D'LEISHA
88	ERB, SAMANTHA
89	EVANS, DELORA
90	FLIRT, RICHARD
91	FLORES, JAMIE

	A
1	LEWIS V. THE GEO GROUP - OPT-IN PLAINTIFFS
92	FOGLIO-KUYKENDALL, H
93	FORD, DAWN
94	FRYER, WILL
95	FUNKE, JOHN
96	FUTRELL, MAOGANY
97	GAINER, TONY
98	GALLOWAY, WILLIAM
99	GANNON, LISA
100	GARCIA, REGINA
101	GARCIA-MCCLURE, MONIQUE
102	GARNER, MARCIA
103	GARZA, ALFRED
104	GATLIN, CHRISTAL
105	GIBSON, TORRON
106	GIFFORD, DAVID
107	GONZALES, GREGORY
108	GONZALES, MARK
109	GORDON, LAURA
110	GORDON, WANDA
111	GRAHAM, FRANKLIN
112	GRAHAM, JERRY
113	GRAHAM, JOYCE
114	GRAVES, NEAL
115	GREEN, RICKY
116	GREENE, TASHA
117	GREENLEAF, LINDA
118	GRESENS, ROGER
119	GUERRA, ADAM
120	HADNOT, JOSEPH
121	HAISLIP, EVERETT
122	HALBERT, CHARLES
123	HAMILTON-MATTHEWS, D
124	HAMMONS, JAMES
125	HARDWELL, LAQUENCIA
126	HARPER, PAUL
127	HARRIS, HENRY
128	HARRISON, SHANE
129	HASCHER, SANDY
130	HAWTHORNE, BRENDA
131	HAYNES, JENNIFER
132	HEARNE, DAVID
133	HEBERLEIN, JESSICA
134	HENDERSON, CLARENCE
135	HERNANDEZ, JOHN
136	HERNANDEZ, PATRICIA

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1	LEWIS V. THE GEO GROUP - OPT-IN PLAINTIFFS
137	HERRING, STACY
138	HICKMON, FLOYD
139	HOGAN, TAMARA
140	HOLMAN, TERRENCE
141	HOOD, JAMES
142	HOSEY, KEVIN
143	HOUSTON, JAMES
144	HOWARD, STEVEN
145	HUNTER, LAKESHA
146	HUNTER, SUSAN
147	HUTCHINSON, DERRICK
148	IRWIN, CHARLES
149	ISAAC, CHRISTOPHER
150	IZQUIERDO, FRANK
151	JACKSON, CHARLOTTE
152	JACKSON, DAVID
153	JACKSON, GERALD
154	JACOBS, LANGSTON
155	JARVIS, CASSANDRA
156	JOHNSON, JR. JIMMY
157	JOHNSON, REBECCA
158	JOHNSON, SHARELLE
159	JOHNSON, WILHELMINA
160	JONES, CHARLIE
161	JONES, LEVI
162	JONES, MICHAEL
163	JOSEPH, JOYCE
164	JUISTI, JOHN
165	KAFAZI, MIRETTE
166	KEITH, DANA
167	KEJAWA, IWASAN
168	KELLER, KIMBERLY
169	KENDALL, SHAHIDAH
170	KENNY, ADRIAN
171	KING, KEITH
172	KINSER, SUSAN
173	KUYKENDALL, MICHAEL
174	LARA, LUIS
175	LARA, PETE
176	LARYEA, VICTOR
177	LEACH, RICHARD
178	LEVANDOWSKI, LEO
179	LEWIS, KEITH M.
180	LOWERY, DAVID
181	LUKESH, THEODORE

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1	LEWIS V. THE GEO GROUP - OPT-IN PLAINTIFFS
182	MADISON, RICHARD
183	MARIN-ABRAHAMS, BREN
184	MASON, WILLIS
185	MCCAULEB, CRAIG
186	MCFARLAND, STEVE
187	MCKAY, KELVIN
188	MEABON, KIMBERLY
189	MEADE, MICHAEL
190	MEELEY, NORMAN
191	MELVIN, RICHARD
192	MERICLE-GRAY, ELISSA
193	MILLER, JOHN
194	MILLER, KATHERINE
195	MILLER, LARRY
196	MITCHELL, DEXTER
197	MITCHELL, JAMES
198	MONTGOMERY, TYOSHA
199	MOORE, BILLY
200	MOORE, HEDY
201	MOORE, JESSICA
202	MORA, RONALD
203	MORENO, BEVERLY
204	MORENO-MONROE, AMBER
205	MORROW, JENNIFER
206	MOUNTS, KATHY
207	MUNANTE, LUIS
208	MUNOZ, MARIO
209	NEELY, ROBERT
210	NELSON, DONALD
211	NELSON, MELISSA
212	NELSON, ROSALYN
213	NEWHOUSE, KEVIN
214	NEWTON-PERE, BRIGITTE
215	NOLAN, JIMMY
216	O'BRIEN, JR., MICHAEL KENT
217	ODOM, LARRY
218	OLIVAS, GENARO
219	OLSEN, ERIC
220	O'NEIL, TRISTAN
221	ORTIZ, JUAN
222	OWENS, CHARLES
223	PACHECO, GABRIEL
224	PARSONS, JEANNIE
225	PATTERSON, TANIKA
226	PELAYO, MARIA

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1	LEWIS V. THE GEO GROUP - OPT-IN PLAINTIFFS
227	PHILLIPS, CHRISTAL
228	PLEASANT, ALBERT
229	POPE, MICHAEL
230	POWERS, JERAMY
231	PRESTON, ANGIE R.
232	PRINGLE, MICHEL
233	RAEL, BENITO
234	RAMOS, JORGE
235	RANKINS, ANN DOLYN
236	RAWLINGS, MARY
237	RECINOS, RUBEN
238	RELIFORD, ERIC
239	REYFF, MICHAEL
240	RHYNES, JAMES
241	RICHARDSON, LOIS
242	RICIGLIANO, GINO
243	RIDDICK, DEBORAH
244	RILEY, PERRY
245	RIPPETOE, RUSTY
246	ROBERSON, BARBARA
247	ROBINSON, JULIANN
248	ROCCO, JOHN
249	RODGERS III, HAROLD
250	RODNEY, KELLY
251	RODRIGUEZ, LAURA
252	RODRIGUEZ, REGINA
253	ROSIER, JOHN
254	ROSS, ELMIRA
255	ROWLETT, STANLEY
256	ROY, KENNETH
257	ROYAL, MARTY
258	RUCKER, SHELIA
259	SABIR, TAHEERAH
260	SALDIVAR, JUAN
261	SAMUEL, ROBERT
262	SANCHEZ, FERNANDO
263	SANTIAGO, ARMANDO
264	SAWYER, ROBERT
265	SCAIFE, JACQUELINE
266	SCHEXNAYDER, TOMMIE
267	SCHNEBERGER, JOAN
268	SCOTT, ALTON
269	SEGALLA, TODO
270	SERRATO, JOSIE
271	SESSOMS, GREGORY

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1	LEWIS V. THE GEO GROUP - OPT-IN PLAINTIFFS
272	SEWARD, EMMA
273	SHANNON, LITCHELL
274	SHARPE, ERNEST
275	SHORT, ROBERT
276	SIMMONDS, SCOTT
277	SKINNER, TRAVIS
278	SMITH, ANTHONY
279	SMITH, CHARLES
280	SMITH, DEBRA
281	SMITH, GARY
282	SMITH, HOPE
283	SMITH, JENNIFER
284	SMITH, MICHAEL
285	SOTO, CODY
286	SPEARS, ANNETTE
287	SPELLMAN, RAY
288	SPROUSE, ROBERT
289	STANLEY, REBECCA
290	STEENBERG, MICHELE
291	STRONG, PATRINA
292	SUMMERS, MARY
293	TAGLE, ROMEO
294	TATE, JOSEPH
295	TAYLOR, BEVERLY
296	THOMAS, LORA
297	TODD, DANNY
298	TORRES, LAWRENCE
299	TREVINO, PAUL
300	TROTTER, DANNY
301	TRUJILLO, BENITO
302	TRUJILLO, RAMON
303	TURNER, PAULA
304	ULREY, ELIZABETH
305	UZZLE, NORMAN
306	VALDIVIA, ELIAS
307	VALENTI, LOUIS
308	VICE, LUDREN
309	VICTORIA, DARREN
310	WADDINGTON, AMBER
311	WAHNEE, JOHN
312	WALDEN, JAMES
313	WALKER, LINDA
314	WALKER-WHITE, CHERRY
315	WARRICK, DARRELL
316	WATSON, CATHY

	A
1	LEWIS V. THE GEO GROUP - OPT-IN PLAINTIFFS
317	WEBER, KELLY
318	WEEKES, PRESTON
319	WELLS, MARVIN
320	WELLS, SHERRY
321	WHEELER, GAIL
322	WHITE, ANDREJKO
323	WHITE, SHELLY
324	WIELGUS, SARAH
325	WIGGINS, DONALD
326	WIGGINS, PAIGE
327	WILLBORN, JAMES
328	WILLIAMS, ANTHONY
329	WILLIAMS, BARBARA
330	WILLIAMS, DONALD
331	WILLIAMS, RANDALL
332	WILLIAMS, WALDEN
333	WILSON, ALVIN
334	WOODRUFF, CHARLES
335	WOOTEN, TIMIKA
336	WRIGHT, REGINALD
337	WYATT, BRENDA
338	YOUNG, FREDWRICK
339	YRIGOYEN, JOSEPH

Substitute FORM W-9
Taxpayer Identification Number Certification

Social Security Number / Taxpayer Identification Number: _____

Print your name as it appears on your federal income tax return:

First Name _____ Middle Initial _____ Last Name: _____

Current Mailing Address _____

City _____ State _____ ZIP Code _____

Under penalties of perjury, I certify that:

1. The taxpayer identification number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (including a U.S. resident alien).

Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.

Signature of U.S. Person: _____ Date: _____