

1 R. Andrew Free (admitted *pro hac vice*)  
2 andrew@immigrantcivilrights.com  
3 TN Bar # 030513

4 **LAW OFFICE OF R. ANDREW FREE**

5 P.O. Box 90568  
6 Nashville, TN 37209  
7 Telephone: (844) 321-3221  
8 Facsimile: (615) 829-8959

9 *Class Co-Counsel*

10 ***Additional Counsel on Signature Page***

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA**  
13 **EASTERN DIVISION**

14 **RAUL NOVOA and JAIME**  
15 **CAMPOS FUENTES**, individually  
16 and on behalf of all others similarly  
17 situated,

18 *Plaintiffs,*

19 v.

20 **THE GEO GROUP, INC.,**

21 *Defendant.*

Civil Action No. 5:17-cv-02514-JGB-SHKx

**DECLARATION OF R. ANDREW FREE**

Date: December #, 2019

Time: ##:## a.m.

Courtroom:

Judge: The Honorable Shashi Kewalramani

22 I hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the  
23 following is true and correct based upon my personal knowledge:

- 24 1. I am co-class counsel for the Plaintiffs in the above-referenced action.  
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2. Attached hereto are true and correct copies the following Exhibits in support of Plaintiffs' Response in Opposition to Defendants' Motion for Protective Order pertaining the Deposition of George Zoley:

- Exhibit A** Adelanto-CPRA\_0007267 – Email dated February 6, 2019 from Jessie Flores to Greg Hillers re: Jesse Flores-Adelanto Little League;
- Exhibit B** Adelanto-CPRA\_0007266 – Email dated February 5, 2019 from Lauren Turner on behalf of George Zoley to Jessie Flores re: Message to Call Dr. Zoley;
- Exhibit C** Adelanto-CPRA\_0007263-65 – Emails from James Janecka to Adelanto City Officials dated February 5, 2019 re: Jessie Flores Call;
- Exhibit D** Adelanto-CPRA\_0007257-7262, Emails and correspondence dated February 6, 2019, between the City of Adelanto and GEO;
- Exhibit E** Adelanto-CPRA\_0000134, 0005931-32, March 13, 2019 Email and Memorandum from George Zoley to the City re termination of the IGSA;
- Exhibit F** Adelanto-CPRA\_000133, March 27, 2019 Adelanto Termination Letter to GEO & a true and correct copy of the City of Adelanto's March 27, 2019 Termination Letter to ICE;
- Exhibit G** Adelanto-CPRA\_0006842 – February 8, 2019 Email from Lauren Turner on behalf of George Zoley to David Venturella and Jessie Flores re: Adelanto with calendar attachment and dial-in number;
- Exhibit H** Excerpts from the June 13, 2019 30(b)(1) Deposition of GEO Executive Vice President for Business Development David Venturella Deposition. Page 45, lines 12-23;

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**Exhibit I** Excerpts from Rough Transcript of Plaintiffs’ December 11, 2019 30(b)(6) Deposition of GEO Pages 32-35;

**Exhibit J** Plaintiffs’ Amended 30(b)(6) Deposition Notice dated December 6, 2019;

Dated: December 16, 2019

*/s/ R. Andrew Free*  
R. Andrew Free (admitted *pro hac vice*)  
andrew@immigrantcivilrights.com  
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**AHDOOT & WOLFSON, PC**  
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LA Bar # 34564  
**BURNS CHAREST LLP**

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365 Canal Street, Suite 1170  
New Orleans, LA 70130  
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900 Jackson St., Suite 500  
Dallas, Texas 75202  
Telephone: (469) 904-4550  
Facsimile: (469) 444-5002

***Class Counsel***

**CERTIFICATE OF SERVICE**

I, R. Andrew Free, electronically submitted the foregoing document with the clerk of the court for the U.S. District Court, Central District of California, using the

1 electronic case filing system. I hereby certify that I have provided copies to all counsel  
2 of record electronically or by another manner authorized by Fed. R. Civ. P. 5(b)(2).  
3

4 Dated: December 16, 2019

*/s/ R. Andrew Free*

R. Andrew Free (admitted *pro hac vice*)

andrew@immigrantcivilrights.com

TN Bar # 030513

**LAW OFFICE OF R. ANDREW  
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Melisa Carrillo

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**From:** JFlores@ci.adelanto.ca.us  
**Sent:** Tuesday, February 5, 2019 10:21 AM  
**To:** ghillers@geogroup.com  
**Cc:** MVanDerLinden@ci.adelanto.ca.us  
**Subject:** Jessie Flores-Adelanto Little League

Dear Mr. Hillers,

Thank you very much for taking the time to visit with me recently. We appreciate the working relationship that we have with The GEO Group. The meeting we had with Dr. Zoley and his executive team on January 16<sup>th</sup> was very productive and informative. The reason for this message is to request support in the amount of \$3500 for the Adelanto Little League Baseball Team. The league is in desperate need of equipment such as Uniforms, Baseball bats, Ground maintenance, Park usage fees, Utilities etc... your continued support and consideration is very much appreciated.

Kind regards,

*Jessie Flores*

**City Manager**

Office: (760) 246-2300 ext. 11184

11600 Air Expressway

Adelanto, CA 92301

[jflores@ci.adelanto.ca.us](mailto:jflores@ci.adelanto.ca.us)

Mon-Thurs - 7:00 a.m. 6:00 p.m.

Closed Every Friday



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**Melisa Carrillo**

---

**From:** Lauren Turner <lturner@geogroup.com> on behalf of George Zoley <gzoley@geogroup.com>  
**Sent:** Tuesday, February 5, 2019 11:32 AM  
**To:** Jessie Flores (jflores@ci.adelanto.ca.us)  
**Subject:** Message to call Dr. Zoley

Good Afternoon Mr. Flores,

George Zoley is trying to reach you and left a voice mail on your office line. If you would be so kind please return the call at your earliest convenience. Our direct line is: 561-999-7308

Thank you,

**Melisa Carrillo**

---

**From:** James Janecka <jjanecka@geogroup.com>  
**Sent:** Tuesday, February 5, 2019 3:00 PM  
**To:** Brenda Lopez  
**Cc:** Cathy Johnson  
**Subject:** Re: Jessie Flores Call

If possible, let me know a good time and I will let Dr. Zoley know, so that he can call Jessie.

jaj

**JAMES JANECKA**

FACILITY ADMINISTRATOR

**The GEO Group, Inc.®**  
**ADELANTO ICE PROCESSING CENTER**  
10400 Rancho Road  
Adelanto, CA 92301

Tel: 760 561 6100 Fax: 760 561 6195

[jjanecka@geogroup.com](mailto:jjanecka@geogroup.com)  
[www.geogroup.com](http://www.geogroup.com)

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**From:** Brenda Lopez <blopez@ci.adelanto.ca.us>  
**Sent:** Tuesday, February 5, 2019 2:57 PM  
**To:** James Janecka  
**Cc:** Cathy Johnson  
**Subject:** [EXTERNAL] RE: Jessie Flores Call

No he is still in a meeting, I have relayed the message to his assistant Cathy, Mr. Zoley also left a message on my line.



**From:** James Janecka [mailto:jjanecka@geogroup.com]  
**Sent:** Tuesday, February 5, 2019 2:54 PM  
**To:** Brenda Lopez <blopez@ci.adelanto.ca.us>  
**Subject:** Re: Jessie Flores Call

Anything yet?

jaj

**JAMES JANECKA**  
FACILITY ADMINISTRATOR

**The GEO Group, Inc.®**  
**ADELANTO ICE PROCESSING CENTER**  
10400 Rancho Road  
Adelanto, CA 92301

Tel: 760 561 6100 Fax: 760 561 6195

[jjanecka@geogroup.com](mailto:jjanecka@geogroup.com)  
[www.geogroup.com](http://www.geogroup.com)

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**From:** Brenda Lopez <blopez@ci.adelanto.ca.us>  
**Sent:** Tuesday, February 5, 2019 2:09 PM  
**To:** James Janecka  
**Subject:** [EXTERNAL] RE: Jessie Flores Call

He is currently in a meeting, perhaps when he is done with the meeting I can arrange a call. Please let me know if that will work.

Brenda

**From:** James Janecka [mailto:jjanecka@geogroup.com]  
**Sent:** Tuesday, February 5, 2019 1:55 PM  
**To:** Brenda Lopez <blopez@ci.adelanto.ca.us>  
**Subject:** Jessie Flores Call

Brenda,

I received a call from Dr. Zoley, CEO of GEO, and he is trying to reach Jessie Flores by phone. Is Jessie available for a call from Dr. Zoley?

jaj

**JAMES JANECKA**

FACILITY ADMINISTRATOR

**The GEO Group, Inc.®**  
**ADELANTO ICE PROCESSING CENTER**  
10400 Rancho Road  
Adelanto, CA 92301

Tel: 760 561 6100 Fax: 760 561 6195

[jjanecka@geogroup.com](mailto:jjanecka@geogroup.com)  
[www.geogroup.com](http://www.geogroup.com)

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**Melisa Carrillo**

---

**From:** Lauren Turner <lturner@geogroup.com> on behalf of George Zoley <gzoley@geogroup.com>  
**Sent:** Wednesday, February 6, 2019 1:07 PM  
**To:** Jessie Flores; George Zoley  
**Cc:** Rosa Suarez  
**Subject:** RE: Per your conversation with Dr. Zoley

Thank you

**From:** Jessie Flores <JFlores@ci.adelanto.ca.us>  
**Sent:** Wednesday, February 06, 2019 3:28 PM  
**To:** George Zoley <gzoley@geogroup.com>  
**Cc:** Rosa Suarez <rsuarez@geogroup.com>  
**Subject:** [EXTERNAL] RE: Per your conversation with Dr. Zoley

Dear Mr. Zoley,

Thank you very much for your message and attachments. I will have our legal counsel and finance director review and get back to you by the end of the day.

Kind regards,

*Jessie Flores*

**City Manager**

Office: (760) 246-2300 ext. 11184

11600 Air Expressway

Adelanto, CA 92301

[jflores@ci.adelanto.ca.us](mailto:jflores@ci.adelanto.ca.us)

Mon-Thurs - 7:00 a.m. 6:00 p.m.

Closed Every Friday



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**From:** Lauren Turner [<mailto:lturner@geogroup.com>] On Behalf Of George Zoley  
**Sent:** Wednesday, February 6, 2019 10:01 AM

**To:** Jessie Flores <[JFlores@ci.adelanto.ca.us](mailto:JFlores@ci.adelanto.ca.us)>

**Cc:** Rosa Suarez <[rsuarez@geogroup.com](mailto:rsuarez@geogroup.com)>

**Subject:** Per your conversation with Dr. Zoley

Mr. Flores,

Per your conversation with Dr. Zoley this morning, please find attached the two letters discussed. If possible he would like them to go out today. If you need anything further please do not hesitate to call.

Thank you,

**Melisa Carrillo**

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**From:** JFlores@ci.adelanto.ca.us  
**Sent:** Wednesday, February 6, 2019 12:35 PM  
**To:** vponto@omlowlaw.com; WKomers@ci.adelanto.ca.us  
**Cc:** blopez@ci.adelanto.ca.us  
**Subject:** FW: Per your conversation with Dr. Zoley  
**Attachments:** Flores Letter to GEO.docx; Flores Letter to ICE.docx

Gentlemen,

Please take a moment to review the time sensitive attachments. I would like to get these two separate documents on City letterhead and out by the end of the day. Thank you.

*Jessie Flores*

**City Manager**

*Office: (760) 246-2300 ext. 11184*

*11600 Air Expressway*

*Adelanto, CA 92301*

*[jflores@ci.adelanto.ca.us](mailto:jflores@ci.adelanto.ca.us)*

*Mon-Thurs - 7:00 a.m. 6:00 p.m.*

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February 6, 2019

VIA U.S. MAIL and EMAIL  
Amber Martin  
Executive Vice President, Contract Administration  
The GEO Group, Inc.  
621 NW 53<sup>rd</sup> Street Suite 700  
Boca Raton, FL 33487

Re: Notice of Termination of EROIGSA-11-0003

Dear Ms. Martin,

Please be informed that the City of Adelanto has served notice of termination of the Intergovernmental Service Agreement (IGSA) it entered into with US Immigration and Customs Enforcement (ICE) on May 13, 2011. Attached here is the letter by which the City has notified ICE that the IGSA will terminate 90 days after the date of the letter.

Section 3.0 (Period of Performance) of the Service Agreement between the City and The GEO Group, Inc. provides that it's terms shall be effective "so long as CITY and ICE are parties to the IGSA or any extension thereof, unless earlier terminated as set forth herein." Accordingly, the Service Agreement will no longer be effective as of the date that IGSA terminates, which is the date 90 days after the date of the attached letter from the City to ICE.

Please let me know if you have any questions.

Very truly yours,

Jessie Flores  
City Manager  
City of Adelanto

February 6, 2019

VIA U.S. MAIL and EMAIL  
Bethany Stutler  
Contracting Officer  
US Immigration and Customs Enforcement  
24000 Avila Rd. Room 3104  
Laguna Niguel, CA 92677

Re: Notice of Termination of EROIGSA-11-0003

Dear Ms. Stutler,

The City of Adelanto, California intends to terminate 90 days from the date of this letter the contract entitled "Intergovernmental Service Agreement" (IGSA) entered into on or about May 13, 2011 between the United States Department of Homeland Security, US Immigration and Customs Enforcement, Office of Enforcement and Removal Operations on the one hand, and the City of Adelanto, California on the other hand. This written notice is provided in accordance with Article 9 ("Period of performance") of the IGSA. Accordingly, the IGSA will terminate effective 90 days from the date of this letter.

Please contact me if you have any questions.

Very truly yours,

Jessie Flores  
City Manager  
City of Adelanto

**Melisa Carrillo**

---

**From:** Lauren Turner <lturner@geogroup.com>  
**Sent:** Wednesday, February 6, 2019 12:34 PM  
**To:** Jessie Flores (jflores@ci.adelanto.ca.us)  
**Cc:** Rosa Suarez  
**Subject:** Term Letter

Jessie,

George asked me to let you know that there would be no financial impact to the City.



**From:** Lauren Turner  
**Sent:** Wednesday, March 13, 2019 11:22 AM  
**To:** Jessie Flores  
**CC:** Rosa Suarez  
**Subject:** Memo Re: Discontinuation of IGSA  
**Attachments:** 031319 to J. Flores.pdf

Good Afternoon Jessie,

Attached please find a memo from Dr. Zoley. Please confirm receipt.

Thank you,



## MEMORANDUM

Date: March 13, 2019

To: Adelanto Council Members  
City Manager, Jessie Flores

From: George C. Zoley  
CEO, Chairman and CEO

Corporate Headquarters  
One Park Place, Suite 700  
621 Northwest 53<sup>rd</sup> Street  
Boca Raton, Florida 33487

TEL: 561 893 0101  
866 301 4436  
[www.thegeogroupinc.com](http://www.thegeogroupinc.com)

**RE: DISCONTINUATION OF ICE  
INTERGOVERNMENTAL SERVICE AGREEMENT (IGSA)**

---

The Adelanto IGSA with ICE is the last IGSA involving a private contractor/operator in the state of California. The two previous IGSA's involving the City of McFarland and Imperial County requested a discontinuation from ICE resulting in direct contracts with the contractor/operator. Accordingly, we are respectfully requesting that the City of Adelanto give its notice of discontinuation to ICE.

I am aware that this request gives rise to a number of questions that I will attempt to answer as follows:

- The annual financial compensation to the City of \$50,000 for facilitating the IGSA will be continued by GEO, as well as, the additional compensation specified and consistent with the terms of the Development Plan 15-03 and Conditional Use Permit 15-02.
- GEO does not have the legal authority to grant the City on-going contractual oversight of the Federal facility.
- We believe that ICE cannot or will not agree to the City's having on-going legal/contractual oversight either.
- The appropriate role for the Council Members to remain involved with the ICE Facility, is to be members of the Adelanto ICE Facility Community Advisory Board.
- The discontinuation of the IGSA will reduce the City's legal and financial exposure to ICE critics advancing claims for detainee records, or other facility documents.



- We believe GEO has been a good partner for the City by creating several hundreds of jobs and significantly contributing to the City's financial well-being, particularly, when the times were very difficult. We continue to contribute through high school scholarships and to local charities.

We now ask for your cooperation to discontinue the ICE IGSA.



**Gabriel Reyes**  
*Mayor*

**Stevevonna Evans**  
*Mayor Pro Tem*

**Ed Camargo**  
*Council Member*

**Gerardo Hernandez**  
*Council Member*

**Joy Jeannette**  
*Council Member*

**Jessie Flores**  
*City Manager*

March 27, 2019

VIA U.S. MAIL and EMAIL

Amber Martin  
Executive Vice President, Contract Administration  
The GEO Group, Inc.  
621 NW 53<sup>rd</sup> Street Suite 700  
Boca Raton, FL 33487

Re: Notice of Termination of EROIGSA-11-0003

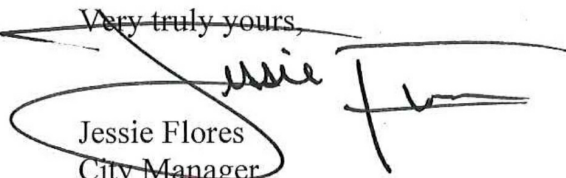
Dear Ms. Martin,

Please be informed that the City of Adelanto has served notice of termination of the Intergovernmental Service Agreement (IGSA) it entered into with US Immigration and Customs Enforcement (ICE) on May 13, 2011. Attached here is the letter by which the City has notified ICE that the IGSA will terminate 90 days after the date of the letter.

Section 3.0 (Period of Performance) of the Service Agreement between the City and The GEO Group, Inc. provides that it's terms shall be effective "so long as CITY and ICE are parties to the IGSA or any extension thereof, unless earlier terminated as set forth herein." Accordingly, the Service Agreement will no longer be effective as of the date that IGSA terminates, which is the date 90 days after the date of the attached letter from the City to ICE.

Please let me know if you have any questions.

Very truly yours,

  
Jessie Flores  
City Manager  
City of Adelanto



**Gabriel Reyes**  
*Mayor*

**Stevevonna Evans**  
*Mayor Pro Tem*

**Ed Camargo**  
*Council Member*

**Gerardo Hernandez**  
*Council Member*

**Joy Jeannette**  
*Council Member*

**Jessie Flores**  
*City Manager*

March 27, 2019

VIA U.S. MAIL and EMAIL  
Bethany Stutler  
Contracting Officer  
US Immigration and Customs Enforcement  
24000 Avila Rd. Room 3104  
Laguna Niguel, CA 92677

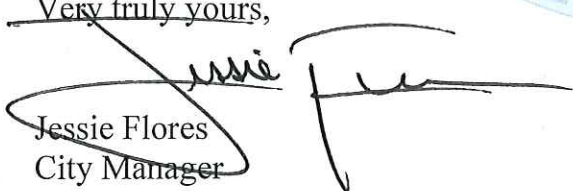
Re: Notice of Termination of EROIGSA-11-0003

Dear Ms. Stutler,

The City of Adelanto, California intends to terminate 90 days from the date of this letter the contract entitled "Intergovernmental Service Agreement" (IGSA) entered into on or about May 13, 2011 between the United States Department of Homeland Security, US Immigration and Customs Enforcement, Office of Enforcement and Removal Operations on the one hand, and the City of Adelanto, California on the other hand. This written notice is provided in accordance with Article 9 ("Period of performance") of the IGSA. Accordingly, the IGSA will terminate effective 90 days from the date of this letter.

Please contact me if you have any questions.

Very truly yours,

  
Jessie Flores  
City Manager  
City of Adelanto

**Melisa Carrillo**

---

**From:** Lauren Turner <lturner@geogroup.com> on behalf of George Zoley <gzoley@geogroup.com>  
**Sent:** Friday, February 8, 2019 10:40 AM  
**To:** David Venturella; Jessie Flores  
**Subject:** Adelanto  
**Attachments:** attachment.ics

Dial in: 855-442-2630  
Participant Code 14129536

Page 45

1 A. No. That's all performed out of the Boca  
2 office.  
3 Q. Okay, have you been apprised of any  
4 discussions between Miss Martin and ICE regarding  
5 Adelanto?  
6 A. I mean I'm aware that the process is not  
7 concluded. I don't know the specifics and what they've  
8 said to each other, but I just know it hasn't concluded.  
9 Q. Do you have any idea what the rough annual  
10 revenues to GEO are from the current agreement?  
11 A. I do not.  
12 Q. Okay, do you know why the City of Adelanto  
13 issued its termination notice?  
14 A. I do not.  
15 Q. Do you have any information as you sit here  
16 today about the process that the City of Adelanto used  
17 to issue that termination notice?  
18 A. I do not.  
19 Q. Okay, and I think I know the answer to this,  
20 but I'm just going to ask, you, yourself, have not had  
21 any discussions with anybody in the City of Adelanto  
22 about the termination of the contract; is that right?  
23 A. That is correct.  
24 Q. Okay. I'm going to hand you an exhibit that's  
25 been marked as Exhibit One. It's the contract.

Page 46

1 MR. DONOHUE: Yes.  
2 BY MR. FREE:  
3 Q. This is the -- I'm going to represent to you  
4 that this is an intergovernmental services agreement  
5 entered into May of 2011 between the City of Adelanto  
6 and GEO to perform functions that the City entered into  
7 a contract with ICE to perform. Now I understand that  
8 this is not necessarily the end of the discussion  
9 between these contracting parties. In other words,  
10 there may have been modifications to this contract. Is  
11 that your understanding as well?  
12 MR. DONOHUE: Object to the form.  
13 THE WITNESS: I believe there are  
14 modifications to this, yes.  
15 BY MR. FREE:  
16 Q. Okay, have you been involved in any of those  
17 contract modifications, if they happened, to this  
18 intergovernmental services agreement?  
19 A. No.  
20 Q. No.  
21 Okay, are you aware of any of the  
22 modifications to this agreement that may have happened?  
23 A. I'm aware of a collective bargaining agreement  
24 that was renegotiated between GEO and the union that  
25 services Adelanto and that there was a request for an

Page 47

1 adjustment based on the change in the CBA terms and  
2 conditions, but I mean I'm not sure when that was, but I  
3 know that was certainly an activity that required a  
4 modification.  
5 Q. All right, and why do you know about that?  
6 A. It came up in a --  
7 MR. DONOHUE: Objection.  
8 THE WITNESS: -- in a business development  
9 meeting that was presented by our HR executive.  
10 BY MR. FREE:  
11 Q. What do you recall about that meeting?  
12 A. Well, just as it reported. He reported that  
13 the CBA had been successfully renegotiated and the terms  
14 and conditions needed to be communicated to ICE.  
15 Q. Do you have any understanding as you sit here  
16 today about who is covered within the collective  
17 bargaining agreement and employed by GEO?  
18 A. I do not.  
19 Q. All right, if I told you it's just the guards,  
20 does that sound about right to you?  
21 MR. DONOHUE: Object to the form.  
22 THE WITNESS: It would make sense.  
23 BY MR. FREE:  
24 Q. Okay, do you think that the medical  
25 professionals would be subject to a collective

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1 bargaining agreement?  
2 MR. DONOHUE: Object to the form.  
3 THE WITNESS: I don't know.  
4 BY MR. FREE:  
5 Q. Okay, do you remember anything else about that  
6 meeting?  
7 A. No.  
8 Q. And who's the Human Resources person that told  
9 you about that?  
10 A. Chris Ryan.  
11 Q. What's his title?  
12 A. Executive Vice-President of Human Resources.  
13 Q. And when did that occur roughly, if you can  
14 recall?  
15 A. I don't know.  
16 Q. Okay, as a result of the renegotiation of the  
17 collective bargaining agreement you said GEO had to  
18 notify ICE; is that right?  
19 A. Correct.  
20 Q. Okay, do you know whether the collective  
21 bargaining resulted in the members of the union getting  
22 paid more or getting more benefits or whether they got  
23 less benefits, fewer benefits?  
24 MR. DONOHUE: Object to the form.  
25 THE WITNESS: I don't know the nature of the

1 A That would have to be someone in our  
2 contracting department.

3 Q Who?

4 A Amber Martin.

5 Q Okay. Anyone else?

6 A Not that I'm aware of.

7 Q All right. What reason did the City give  
8 for canceling the Intergovernmental Services  
9 Agreement to GEO?

10 A To my knowledge, something to the effect  
11 that they felt that it was in the best interest of  
12 the City.

13 Q Why?

14 A I don't know why. I wasn't given a reason  
15 why that I'm aware of.

16 Q Have you ever read the public statements of  
17 Jessie Flores about the consolation of the  
18 contract?

19 A Not that I recall.

20 Q Any other reasons that GEO was provided, by  
21 the City of Adelanto, for canceling the  
22 Intergovernmental Services Agreement in March of  
23 2019?

24 A Not that I recall.

25 Q Were you in -- were you personally involved



1 in any discussions regarding the cancelation of the  
2 contract, the IGSA?

3 A I personally didn't have discussions with  
4 them.

5 Q That wasn't my question. Were you  
6 personally involved in any discussions regarding the  
7 cancellation of the IGSA, by the City of Adelanto,  
8 in 2019?

9 A I was in a couple meetings.

10 Q Okay. Which meetings are you thinking  
11 of?

12 A There was a, that I can think of, a meeting  
13 maybe in the January or February of 2019, when there  
14 was a meeting with some City officials and some  
15 other cooperate executive Staff.

16 Q Who were the City officials?

17 A If I recall Jessie Flores.

18 Q That's the City manager; correct?

19 A Correct. Gabriel Reyes.

20 Q And what's Gabriel's title?

21 A The mayor.

22 Q Okay. Was Ray Carmago in that meeting?

23 A Not that I can recall.

24 Q Who from GEO cooperate was in this  
25 meeting?

1           A     Dave Venturella, Kyle Schiller, gentleman  
2     by the name of Phil Mosciski.

3           Q     I'm going to have you spell that for the  
4     court reporter later, but we'll get back to it.

5           A     I can try. I don't know if I can spell  
6     it.

7           Q     All right. Who's Mr. Mosciski?

8           A     He's with -- he's with our design  
9     department I believe.

10          Q     Design of what?

11          A     I -- it's -- the design department. I'm  
12     not sure what his role or title, I really don't  
13     know.

14          Q     Do they design signs, or do they design new  
15     jails?

16          A     He's an engineer --

17          Q     Okay. Is he --

18          A     -- to my understanding.

19          Q     Is he an electrical engineer or structural  
20     engineer?

21          A     He's in construction.

22          Q     It's okay. You can tell us --

23          A     Well, I --

24          Q     -- during the meeting you talked about the  
25     bigger facility. It's okay. It's all right.

1 MR. BARNACLE: Object to the form.

2 BY MR. FREE:

3 Q The engineer talked about what during this  
4 meeting?

5 A He didn't say a word that I recall.

6 Q Well, what was his role at the meeting why  
7 was he there?

8 A He was part of the group that came into  
9 town.

10 Q What did they come to town for?

11 A To meet with the City.

12 Q About what?

13 A I don't recall the just of it.

14 Q You were in the meeting, and you recall --  
15 you do not recall the topic of it?

16 A There were discussions.

17 Q What were they?

18 A It ranged from our Continuum of Care  
19 Program to some things that the City would like to  
20 have done -- have done in their community, things to  
21 improve it. There was discussions about the  
22 contract. I don't recall the exact meeting. It's  
23 been almost a year ago.

24 Q So continuum of care --

25 A Uh-huh.

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6

7 ***Counsel for Plaintiffs***

8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **EASTERN DIVISION**

11 **RAUL NOVOA**, *et al.*, individually and on  
12 behalf of all others similarly situated,

13 *Plaintiffs,*

14 v.

15 **THE GEO GROUP, INC.,**

16 *Defendant.*

Civil Action No. 5:17-cv-02514-JGB-SHKx

17 **AMENDED NOTICE OF RULE 30(B)(6) DEPOSITION OF THE GEO GROUP, INC.**

18 Please take notice that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure,  
19 Plaintiffs in the above-captioned matter will take the deposition(s) by oral examination of Defendant  
20 The GEO Group, Inc. (“GEO”) through one or more officers, directors, managing agents, or such  
21 other authorized persons who consent to testify on GEO’s behalf. The deposition(s) will take place at  
22 the following dates, times, and places before a court reporter and videographer:  
23

24 Date & Time: December 11, 2019 at 9:00 a.m. PST

25 Place: Veritext  
26 316 West 2nd Street, Suite 200  
Los Angeles, CA 90012

1 Method of Recording: Stenograph and Videotape

2 The deposition will continue in Boca Raton, Florida on a mutually-agreeable date in December  
3 2019.

4 GEO has a duty to designate one or more officers, directors, managing agents, or other persons  
5 with sufficient knowledge to testify on its behalf on all information known or reasonably available to  
6 each on the topics set forth below.

7  
8 The deposition(s) will be taken for the purpose of discovery, to perpetuate the testimony of the  
9 witness(es) for use at trial, and for all other purposes permitted under the Federal Rules of Civil  
10 Procedure. The deposition(s) will be taken before a notary public or other officer authorized by law to  
11 administer oaths for use in this litigation as set forth above. The deposition(s) will continue from day  
12 to day until completed.

13 **DEFINITIONS**

14 1. The term “GEO” is defined as the Defendant The GEO Group, Inc., and any affiliated  
15 corporate entity or subsidiary (including any taxable REIT subsidiary) through which The GEO Group,  
16 Inc. conducts business or receives revenue, as well any officer, agent, employee, executive, or  
17 representative of GEO as defined herein.

18  
19 2. The term “ICE” is defined as the United States Immigration and Customs  
20 Enforcement and includes, but is not limited to, any predecessor or successor agencies, and any  
21 divisions, departments, affiliates, agents, attorneys, representatives, employees, and/or other persons  
22 acting on its behalf.

23 3. The term “Adelanto Facility” is defined as the Adelanto ICE Processing Center, located  
24 in Adelanto, California, and operated by GEO pursuant to a federal contract with ICE.

25 4. The term “Voluntary Work Program” is defined as any program GEO operates  
26 involving labor performed by detainees for remuneration of any kind that includes tasks outside those

1 described in Section 5.8.V.C of the 2011 ICE Performance-Based National Detention Standards  
2 (“PBNDS”) (rev. 2016).

3 5. The term “Adelanto Policy and Procedures Manual” is defined as any document or  
4 series of documents authored, issued, or promulgated by GEO involving policies, procedures,  
5 practices, post orders, guidelines, standards, or expectations regarding the maintenance and operation  
6 of the Adelanto Facility, *e.g.* GEO-Novoa\_00000221.

7  
8 6. The term “PBNDS” is defined as any version of the 2011 ICE Performance-Based  
9 National Detention Standards.

10 7. The terms “Housing Unit Sanitation Policy, ” “HUSP,” “HUSPs,” and “Sanitation  
11 Procedures/Housekeeping Plan” are defined as any program, policy, plan, or procedure GEO operates  
12 involving labor performed by detainees for no remuneration that includes sanitation and cleaning tasks  
13 in the detainees’ housing units, dormitories, pods, or living areas. *See, e.g.*, GEO-Novoa\_00000515  
14 (“Sanitation Procedures/Housekeeping Plan”).

15 8. The term “detainee” or “detained immigrant” is defined as any person detained in an  
16 immigration detention facility operated by GEO.

17  
18 9. The term “person” is defined as any natural person or business, legal, or governmental  
19 entity or association.

20 10. The terms “Plaintiffs,” “Plaintiff,” and “Defendant,” as well as a party’s full or  
21 abbreviated name or pronoun referring to a party, mean the party and, where applicable, his officers,  
22 directors, employees, partners, corporate parent, subsidiaries, predecessors, or affiliates. This definition  
23 is not intended to impose a discovery obligation on any person who is not a party to the litigation.

24  
25 11. The term “compensation” means all monies and benefits, including: salaries, hourly  
26 wages, overtime wages, commissions, raises, and bonuses; or any other benefits given in return for  
work, tasks and/or duties.

1           12.     The term “hours” includes full hours and partial hour(s).

2           13.     The terms “policy” or “policies” mean each rule, procedure, or directive, formal or  
3 informal, written or unwritten, and each common understanding or course of conduct that was  
4 recognized as such by Defendant or persons acting or purporting to act on Defendant’s behalf, that  
5 has been in effect at any time during the period covered by these demands. These terms include any  
6 change of policy.

7           14.     The singular of each word shall be construed to include its plural and vice-versa, and  
8 the root word and all derivations (i.e., “ing,” “ed,” etc.) shall be construed to include each other.

9           15.     The words “knowledge,” “information,” “possession,” “custody,” and “control” of a  
10 person shall be construed to include such person’s agents, representatives, and attorneys.

11           16.     The word “including” shall have its ordinary meaning and shall mean “including but  
12 not limited to” and shall not indicate limitation to the examples or items mentioned.

13           17.     The term “communication” means the transmittal of information by any means (in the  
14 form of facts, ideas, inquiries, or otherwise).

15           18.     The terms “you” or “your” means GEO including, without limitation, any agents and  
16 representatives, each person acting or purporting to act on its behalf, each of its predecessors,  
17 subsidiaries, and affiliates, and each of its present or former officers, employees, agents, representatives,  
18 and attorneys.

19           19.     The terms “concerning” “regarding” and “relating to” mean relating to, supporting,  
20 contradicting, summarizing memorializing, describing, evidencing, constituting, containing, studying,  
21 identifying, analyzing, considering, regarding, explaining, mentioning, showing, discussing, comprising  
22 or commenting on.

23           20.     Each of the terms “all,” “any,” “each,” and “every” shall be construed as meaning all,  
24 any, each and every.

1           21.     The terms “and” and “or” shall be construed both disjunctively and conjunctively.

2           22.     The term “document” shall have the broadest meaning possible under the Federal  
3 Rules of Civil Procedure and shall include, but not be limited to, the original (or a copy when the  
4 original is not available) and each non-identical copy (including those which are non-identical by reason  
5 of translations, notations, or markings) or any and all other written, printed, typed, punched, taped,  
6 filmed, or graphic matter or recorded or tangible thing, or whatever description, however produced or  
7 reproduced (including computer-stored or generated data, together with instructions or programs  
8 necessary to search and retrieve such data and hard copies where available and retrievable), and shall  
9 include all attachments to and enclosures with any requested item, to which they are attached or with  
10 which they are enclosed, and each draft thereof. The term document shall specifically include all  
11 recorded or retrievable electronic data or communications such as electronic mail (e-mail) and the like  
12 and all translations thereof. Any document with any marks of any sheet or side thereof, including but  
13 limited to initials, routing instructions, metadata, date stamps, and/or any comment, marking or  
14 notation of any kind or character which is not a part of the original and/or any reproduction thereof,  
15 is to be considered a separate document.  
16

17           23.     “Communication” shall refer to any form of communication, including any oral,  
18 written, electronic, or other exchange of words, thoughts, information, or ideas to another person or  
19 entity, whether in person, in a group, by telephone, by letter, by facsimile, or by any other process,  
20 electric, electronic, or otherwise. All such communications in writing shall include, without limitation,  
21 printed, typed, handwritten, or other readable documents, correspondence, memoranda, reports,  
22 contracts, drafts (both initial and subsequent), computer discs or transmissions, e-mails, instant  
23 messages, tape or video recordings, voicemails, diaries, log books, minutes, notes, studies, surveys and  
24 forecasts, and any and all copies thereof.  
25  
26



**RULE 30(b)(6) TOPICS**

The deponent(s) shall be prepared to address the following topics:

**Topic 1**

Withdrawn at this time.

**Topic 2**

Any and all contracts, agreements, or memoranda of understanding, including drafts, final versions, and subsequent modifications, pursuant to which GEO has agreed to operate and maintain the Adelanto Facility, including but not limited to:

- a. Intergovernmental Services Agreement (“IGSA”) between the City of Adelanto and ICE, and any modifications thereto;
- b. Services Contract between the City of Adelanto and GEO, and any modifications thereto; and
- c. Any contract between GEO and ICE, and any modifications thereto.

GEO has identified Amber Martin as its designee for Topic 2.

**Topic 3**

Any and all contracts, agreements, or memoranda of understanding, including drafts, final versions, and subsequent modifications, between GEO and any third party organizations or vendors which currently provide or have provided any services, products, consulting, or staffing to the Adelanto Facility, including but not limited to: Correct Care Solutions, Keefe Group, and American Correctional Association. GEO has represented that it intends to produce those contracts in advance of the deposition. GEO has also represented that it does not directly contract with Spectrum Security Services, Creative Corrections, Trinity Services Group, or the Nakamoto Group, Inc.

GEO has identified Chuck Hill as its designee for Topic 3.

1 **Topic 4**

2 GEO's participation in inspections, audits, and/or assessments conducted by any oversight  
3 agency and their contractors—including, but not limited to, to the Nakamoto Group, the Department  
4 of Homeland Security Office of Inspector General, the California State Auditor, and the California  
5 Department of Justice—and GEO's receipt of recommendations, results, and other reports related to  
6 the Adelanto Facility during the class periods.

7  
8 GEO has designated Dan Ragsdale as its designee for Topic 4.

9  
10 **Topic 5**

11 Any and all policies and procedures, written or otherwise, concerning GEO's operation of the  
12 Adelanto Detention Center, including but not limited to ICE's 2011 Performance Based National  
13 Detention Standards (rev. 2016) and policies contained in GEO's Adelanto Policy and Procedure  
14 Manual.

15 GEO has identified James Janecka and Dan Ragsdale as its designees for Topic 5.

16  
17  
18 **Topic 6**

19 GEO's policies, procedures, and practices at the Adelanto Facility related to the following:

- 20 a. Environmental health and safety: *e.g.*, cleanliness, sanitation, security, admission into  
21 facilities, classification, detainee searches, segregation (Special Management Units), and  
disciplinary system;
- 22 b. Detainee care: *e.g.*, food service, nutritional program; medical care, dental care; and  
23 personal hygiene;
- 24 c. Activities: *e.g.*, religious practices, telephone access, and visitation;
- 25 d. Operation of a commissary, including the type and price of items sold;
- 26 e. Voluntary Work Program; and

1 f. Grievance system.

2 GEO has identified James Janecka as its designee for Topic 6.

3

4 **Topic 7**

5

6 GEO's knowledge of the deaths of immigrants detained at the Adelanto Facility since May 1,  
7 2011, including the circumstances and investigations of those deaths, as well as GEO's standard  
8 practices and responses upon learning of a detainee death at the Adelanto Facility.

9 GEO has identified James Janecka as its designee for Topic 7.

10

11 **Topic 8**

12

13 GEO's interpretation of its obligations to ICE with respect to the Voluntary Work Program at  
14 the Adelanto Facility since May 2011, including but not limited to:

14

15 a. The total number of detainees participating in the Voluntary Work Program each year,  
16 starting May 1, 2011;

16 b. Detainee work assignments and shifts;

17 c. Training, supervision, and evaluation of detainee workers;

18 d. Payroll, compensation and the process by which wages are calculated; and

19

20 e. Hiring and termination of detainee workers.

20

21 GEO has identified James Janecka as its designee for Topic 8.

21

22

23 **Topic 9**

24 The total dollar amount of Voluntary Work Program reimbursements received by GEO from  
25 ICE for detainee workers at the Adelanto Facility and the total dollar amount of Voluntary Work  
26

26

1 Program reimbursements paid by GEO to detainee workers at the Adelanto Facility during the time  
2 period indicated in the Court's Order regarding Class Certification.

3 GEO has identified Chuck Hill as its designee for Topic 9.  
4

5 **Topic 10**

6 The division of duties between GEO and ICE with respect to the operation of the Adelanto  
7 Facility, including which entity (GEO or ICE) bears responsibility for the following: proposing and/or  
8 setting the number of participants in the VWP, creating various work crews, assigning detainee workers  
9 to work crews, setting detainee work schedules, providing tools and equipment to detainee workers,  
10 supervising and/or instructing detainee workers, setting the scope of labor to be completed by detainee  
11 work details/crews, assessing detainee worker job performance, proposing changes to VWP wage rates,  
12 and determining in the first instance whether a detainee will be sent to administrative segregation.  
13

14 GEO has identified James Janecka as its designee for Topic 10.  
15

16 **Topic 11**

17 GEO's understanding of what role, if any, the City of Adelanto played in the contract(s) to  
18 operate the Adelanto Facility prior to the cancellation of those contracts, and what role, if any, the City  
19 of Adelanto still plays in the operation of those contract(s), including any payments GEO or its agents  
20 may continue to remit to the City or its representatives.  
21

22 GEO has identified James Janecka as its designee for Topic 11.  
23

24 **Topic 12**

25 GEO's operation of a Housing Unit Sanitation Policy at the following Facilities:  
26

- a. Adelanto ICE Processing Center in Adelanto, California;

- 1 b. Aurora ICE Processing Center in Aurora, Colorado;
- 2 c. Basile Detention Center in Basile, Louisiana;
- 3 d. Broward Transitional Center in Pompano Beach, Florida;
- 4 e. Montgomery Processing Center in Conroe, Texas;
- 5 f. Folkston ICE Processing Center in Folkston, Georgia;
- 6 g. LaSalle ICE Processing Center in Jena, Louisiana;
- 7 h. Karnes County Residential Center in Karnes City, Texas;
- 8 i. Mesa Verde ICE Processing Center in Bakersfield, California;
- 9 j. South Texas Detention Complex in Pearsall, Texas;
- 10 k. Pine Prairie ICE Processing Center in Pine Prairie, Louisiana; and
- 11 l. Tacoma Northwest Detention Center in Tacoma, Washington.

12 GEO has identified James Janecka as its designee for Topic 12(a). GEO has identified Dan  
13 Ragsdale as its designee for Topic 12(b)-12(l).  
14

15  
16  
17 **Topic 13**

18 GEO's application of the HUSP(s) to detained immigrants at each Facility listed in Topic 12,  
19 above, since December 19, 2007, including, but not limited to, the following:

- 20 a. GEO's understanding of ICE's policies and practices relating to the HUSP(s), including  
21 discipline or other consequences for a detainee's failure to comply with the HUSP(s);
- 22 b. GEO's policies and practices relating to the HUSP(s), including discipline or other  
23 consequences for a detainee's failure to comply with the HUSP(s) and the purpose  
behind such policies and practices;
- 24 c. GEO's understanding of its communications and agreements with ICE regarding the  
25 use of detainee labor to clean the Facilities listed in Topic 12;
- 26 d. GEO's understanding of communications and agreements with ICE regarding the use  
of administrative or disciplinary segregation;

- 1 e. Policies related to the HUSP(s), including any changes to those policies;
- 2 f. The Performance-Based National Detention Standards (“PBNDS”) and their  
3 relationship to the HUSP(s);
- 4 g. Detainees’ responsibilities under the HUSP(s), including the specific cleaning tasks  
5 required under the HUSP(s);
- 6 h. The ICE Detainee Handbook and its relationship to the HUSP(s);
- 7 i. The facility-specific Supplemental Detainee Handbooks and their relationship to the  
8 HUSP(s);
- 9 j. GEO’s understanding of revisions or changes to the PBNDS, the ICE Detainee  
10 Handbook, and GEO’s facility-specific Supplemental Detainee Handbooks;
- 11 k. All locations within the Facilities listed in Topic 12 which are cleaned or otherwise  
12 maintained by detainees under the HUSP(s);
- 13 l. Equipment used by detainees to perform tasks under the HUSP(s) and any policies  
14 and/or practices regarding detainees’ use of equipment to perform tasks under the  
15 HUSP(s);
- 16 m. The frequency and duration of tasks performed by detainees under the HUSP(s), as  
17 well as any records and/or logs of such tasks and the location of and retention policy  
18 for such records and/or logs;
- 19 n. Communications with detainees regarding the HUSP(s), including the consequences of  
20 not performing work required under the HUSP(s), including GEO’s general practices,  
21 policies, and procedures regarding communications with detainees concerning the  
22 HUSP(s);
- 23 o. Policies and practices regarding the training and oversight of GEO officers and staff in  
24 relation to the HUSP(s);
- 25 p. GEO employee and/or contractor positions that perform or supervise the cleaning  
26 tasks required by the HUSP(s);
- 27 q. GEO employee and/or contractor positions that perform or supervise other cleaning  
28 tasks that are not required by the HUSP(s);
- 29 r. GEO’s budgets for cleaning and otherwise maintaining the Facilities listed in Topic 12;
- 30 s. Any differences and/or similarities between the use of the HUSP at the Adelanto  
31 Facility and at other GEO immigrant detention facilities; and
- 32 t. The origins and objectives of the HUSP(s).

1 GEO has identified Amber Martin and Dan Ragsdale as its designees for Topic 13.  
2

3 **Topic 14**

4 GEO's understanding of any and all policies and practices since May 1, 2011 relating to  
5 discipline for detainees' violation of GEO's rules or regulations, including, but not limited to, the  
6 following:  
7

- 8 a. The origins of GEO's Segregation/Special Management Unit Officer policy, *see, e.g.*  
9 GEO-Novoa\_00005526;
- 10 b. The implementation of the Segregation/Special Management Unit Officer policy at the  
11 Adelanto Facility;
- 12 c. Policies and practices regarding administrative segregation, disciplinary segregation, and  
13 protective custody including removing a detainee from segregation;
- 14 d. Training and oversight of GEO officers regarding procedures or guidelines related to  
15 administrative segregation and disciplinary segregation at the Adelanto Facility;
- 16 e. The detainee violations for which administrative or disciplinary segregation is a  
17 potential consequence;
- 18 f. Policies and/or practices relating to communications with detainees regarding  
19 administrative or disciplinary segregation;
- 20 g. Policies and/or practices regarding communications with detainees regarding GEO's  
21 rules and the consequences for violating GEO's rules;
- 22 h. Detainees' written complaints regarding the use of administrative or disciplinary  
23 segregation as a possible consequence for not complying with the HUSP. This includes  
24 GEO's policies, practices and procedures regarding detainee complaints about the use  
25 of administrative or disciplinary segregation as a possible consequence for not  
26 complying with the HUSP;
- i. Policies and/or practices for determining appropriate detainee discipline for a violation  
of GEO's rules;
- j. Detainee complaints regarding administrative or disciplinary segregation;
- k. The nature of administrative or disciplinary segregation, including the nature of the  
facilities used for segregation and policies and procedures applied to those in  
segregation;

- 1           l. GEO's practices regarding communications with ICE regarding detainee violations of  
2           GEO's rules; and
- 3           m. GEO's practices regarding communications with ICE regarding the use of  
4           administrative or disciplinary segregation.

5           GEO has identified Amber Martin and Dan Ragsdale as its designees for Topic 14.

6           **Topic 15**

7           GEO's interpretation of PBNDS 5.8.V.C, including the relationship between PBNDS 5.8.V.C  
8           and the HUSP(s).

9           GEO has identified Amber Martin as its designees for Topic 15.

10           **Topic 16**

11           Detainees' participation in the Voluntary Work Program at the Adelanto Facility since May 1,  
12           2011, including, but not limited to, the following:

- 13
- 14           a. Communications and agreements with ICE regarding the Voluntary Work Program;
- 15           b. ICE's policies and procedures regarding to the Voluntary Work Program;
- 16           c. GEO's policies and procedures regarding the Voluntary Work Program at the Adelanto  
17           Facility, including but not limited to the Detainee Work Plan, *see e.g.* GEO-  
18           Novoa\_00000221, and the implementation of those policies and procedures;
- 19           d. GEO's policies and practices related to staffing needs at the Adelanto Facility;
- 20           e. Current staffing at the Adelanto Facility, including janitorial, maintenance, laundry, and  
21           kitchen staff;
- 22           f. Similarities and differences between the Voluntary Work Program as implemented at  
23           the Adelanto Facility and the Voluntary Work Program as implemented at other GEO  
24           immigrant detention facilities. Specifically: (a) the maximum rate of detainee pay per  
25           shift or per day at each of GEO's 72hr+ Adult Detention Facilities; (b) the maximum  
26           rate of ICE reimbursement for detainee shifts per at each of GEO's 72hr+  
            Adult Detention Facilities; and (c) the process by which GEO proposed (if it did)  
            departure from the \$1 per day rate where it has done so at these facilities.
- g. Maintenance requirements at the Adelanto Facility;



- 1 h. Daily logs or records, including any records reflecting time worked, maintained by  
2 GEO officers at the Adelanto Facility;
- 3 i. Communications with detainees regarding the Voluntary Work Program, and policies  
4 or practices regarding communications to detainees about the Voluntary Work  
5 Program;
- 6 j. Method of determining the pay rate for Voluntary Work Program participants at the  
7 Adelanto Facility and other GEO immigration detention facilities;
- 8 k. GEO's budget for cleaning and otherwise maintaining the Adelanto Facility;
- 9 l. Policies and practices regarding supervision of Voluntary Work Program participants,  
10 including work hours and breaks;
- 11 m. Policies and practices for training Voluntary Work Program participants and any  
12 training provided to Plaintiffs related to their Voluntary Work Program participation;  
13 and
- 14 n. Policies and practices regarding violations of the Voluntary Work Program, including  
15 but not limited to such violations as requiring detainees to work longer than eight hours  
16 in a day.

17 GEO has identified James Janecka as its designee for Topic 16(c),(d),(e),(g),(h),(j), and (k).

18 GEO has identified Amber Martin and Dan Ragsdale as its designees for Topic 16(a), (b), (f), (i), (j),  
19 (l), (m), and (n).

### 20 **Topic 17**

21 GEO's policies and practices since May 1, 2011 relating to uncompensated detainee labor (i.e.,  
22 tasks that are not compensable under the Voluntary Work Program), including but not limited to:

- 23 a. The similarities and differences between "paid" and "volunteer" or uncompensated  
24 detainee workers;
- 25 b. Work assignments, shifts, and working conditions of uncompensated detainee workers;
- 26 c. The total number of uncompensated detainee workers each year from May 1, 2011  
through the present;
- d. Training, supervision, and evaluation of uncompensated detainee workers;

- 1 e. The process by which uncompensated detainee workers become compensated detainee  
2 workers;
- 3 f. Hiring and termination of uncompensated detainee workers; and
- 4 g. The origins and objectives of GEO's policies and practices relating to uncompensated  
5 detainee labor.

6 GEO has identified Amber Martin and Dan Ragsdale as its designees for Topic 17.

7 **Topic 18**

8 GEO's policies and practices since May 1, 2011 relating to the provision of extra food, clothing,  
9 batteries, and/or personal hygiene items to detainees at the Adelanto Facility who perform work, tasks,  
10 or other labor, and the origins and objectives of those policies and practices.

11 GEO has identified James Janecka as its designee for Topic 18.

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13  
14 **Topic 19**

15 The following public statements made by GEO:

- 16 ▪ <https://wearegeo.com/2019/01/18/geo-group-statement-on-reuters-story/>  
17 ▪ <https://www.motherjones.com/politics/2017/04/geo-forced-labor-lawsuit/>  
18 ▪ [https://publicintegrity.org/business/immigration/despite-outrage-over-immigrant-  
19 detention-private-prisons-bottom-line-is-still-strong/](https://publicintegrity.org/business/immigration/despite-outrage-over-immigrant-detention-private-prisons-bottom-line-is-still-strong/)  
20 ▪ [https://www.wsj.com/articles/detention-operators-face-suits-over-1-a-day-work-  
21 programs-for-migrants-1532170801](https://www.wsj.com/articles/detention-operators-face-suits-over-1-a-day-work-programs-for-migrants-1532170801)  
22 ▪ GEO's 2018 Q2 Earnings Call.

23 GEO has identified David Venturella as its designee for Topic 19.

24 **Topic 20**

25 The text of the contract provisions at facilities in the Nationwide HUSP Class where GEO  
26 pays more than \$1 per day, including the contracts list reimbursement rates of \$1 per unit of detained  
immigrant wages and/or any contracts list reimbursement rates of greater than \$1.

GEO has identified Amber Martin as its designee for Topic 20.

1 **Topic 21**

2 GEO's quarterly and annual profits received from revenue generated as a result of its  
3 operations at the Adelanto Facility from May 1, 2011 until the present.

4 GEO has identified Chuck Hill as its designee for Topic 21.  
5

6 **Topic 22**

7  
8 The monthly and annual operating costs of the Adelanto Facility from May 1, 2011 until the  
9 present.

10 GEO has identified Chuck Hill as its designee for Topic 22.  
11

12 **Topic 23**

13 The amount of compensation received by GEO from the City of Adelanto and/or ICE related  
14 to the operation of the Adelanto Facility for the time period indicated in the Court's Order regarding  
15 class certification.

16 GEO has identified Chuck Hill as its designee for Topic 23.  
17

18  
19 **Topic 24**

20 Withdrawn at this time.  
21

22 **Topic 25**

23 Withdrawn at this time.  
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25  
26 **Topic 26**

GEO's knowledge regarding discovery responses and filings in this litigation.

1 GEO has designated Amber Martin and Dan Ragsdale as its designees for Topic 26.

2

3 Dated: December 6, 2019

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Respectfully,

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/s/ Lydia Wright

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**CERTIFICATE OF SERVICE**

Plaintiffs, by and through undersigned counsel, hereby certifies that a true and correct copy of this notice of Rule 30(b)(6) deposition of The GEO Group, Inc. was served upon the following counsel in this matter, by email, on December 6, 2019.

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