

EXHIBIT A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LIGAYA RONDUEN, et al.,

Plaintiffs,

vs.

THE GEO GROUP, INC., a Florida
corporation, and SPARTAN
CHEMICAL COMPANY, INC., an
Ohio corporation,

Defendants.

Case No. 23-cv-00481-JGB (ACCVx)

**CLASS ACTION SETTLEMENT
AGREEMENT FOR GENERAL
CAUSATION ISSUE CLASS**

Judge: The Honorable Jesus G. Bernal

THE GEO GROUP, INC., a Florida
corporation,

Third-Party Plaintiff,

vs.

SPARTAN CHEMICAL COMPANY,
INC. and ROES 1-10,
Third-Party Defendants.

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Stipulation” or “Settlement”) is made by and entered into on the last date signed below (“Stipulation Effective Date”) between and among Plaintiffs Ligaya Ronduen, Carlos Castillo, Somboon Phaymany, Yolanda Mendoza, Wilfredo Gonzalez Mena, and Miriam Scheetz (“Plaintiffs”), Defendant The GEO Group, Inc. (“GEO”), and Defendant Spartan Chemical Company (“Spartan”) on behalf of all General Causation Issue Class Members as defined herein. Collectively, Defendants and Plaintiffs shall be referred to herein as the “Parties.”

DEFINITIONS

For purposes of this Stipulation, the following terms shall have the meanings specified herein:

1. “Certified Issue” shall mean, as ordered by the Court on September 26, 2025 (ECF 365), “the evaluation of what, if any, symptoms can result from exposure to specific levels to HDQ Neutral.”

2. “Class Period” shall be defined as March 11, 2020 through September 30, 2020.

3. “Court” shall mean the United States District Court for the Central District of California.

4. “Defendants” shall mean The GEO Group, Inc. and Spartan Chemical Company, Inc.

5. “Defense Counsel” shall mean Gallagher Huie + Blum LLP and Pierson Ferdinand LLP.

6. “Effective Date” shall mean the date that the Court grants final approval of the Settlement.

7. “Final Approval Hearing” shall mean the hearing that is to take place after entry of the Preliminary Approval Order for purposes of entering the Final Order and determining whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the General Causation Issue Class Members.

1 8. “Final Order” shall mean an order fulling and finally approving the
2 Settlement, the proposed form of which is attached hereto as **Exhibit A**.

3 9. “General Causation Issue Class Members” shall include persons who
4 were detained at the Adelanto ICE Processing Center between March 11, 2020 through
5 September 30, 2020 and who were exposed to HDQ Neutral during that time.

6 10. “HDQ Neutral” (Product Number 1202) is manufactured by Spartan
7 Chemical Company, Inc. HDQ Neutral is a pesticide product registered by the United
8 States Environmental Protection Agency (“EPA”) under EPA Registration Number
9 10324-155-5741 pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act
10 (“FIFRA”), and the EPA-approved Master Label for Maquat 128-NHQ (EPA
11 Registration Number 10324-155), to which HDQ Neutral is registered as a
12 supplemental distributor product, prescribes the required precautionary statements
13 based on submitted health effects acute toxicity data. HDQ Neutral is also an industrial
14 product subject to the regulations of the Occupational Safety and Health
15 Administration (“OSHA”) in 29 CFR 1910.1200, commonly known as “HazCom
16 2012,” which for products also regulated by FIFRA requires chemical manufacturers
17 to prepare and disseminate Safety Data Sheets (“SDS”). HDQ Neutral is also
18 registered in California by the California Department of Pesticide
19 Regulation (“CDPR”) under Registration Number 10324-155-AA-5741, as a sub-
20 registration from Mason Chemical Company (d/b/a Pilot Chemical).¹

21 _____
22 ¹ Spartan Chemical Company, Inc. has published a Safety Data Sheet for HDQ Neutral
23 (Revision Date: September 10, 2019) that identifies, among other things, the product’s
24 classification under the Globally Harmonized System (“GHS”) and the potential
25 symptoms of exposure to the concentrated product. Spartan Chemical Company,
26 Inc.’s June 4, 2020 GHS Classification letter explains that the GHS Classification for
27 concentrated HDQ Neutral is found in Section 2 of the Safety Data Sheet and that the
28 product is classified for Acute Toxicity (Oral Category 4; Inhalation Category 4), Skin
Corrosion/Irritation (Category 1, Sub-category B), and Serious Eye Damage/Eye
Irritation (Category 1). The label for HDQ Neutral contains precautionary statements
required by the EPA based on acute toxicity data, including but not limited to

(Continued...)

11. “Parties” shall mean collectively Plaintiffs and Defendants.

12. “Plaintiffs” shall mean Ligaya Ronduen, Carlos Castillo, Somboon Phaymany, Yolanda Mendoza, Wilfredo Gonzalez Mena, and Miriam Scheetz.

13. “Plaintiffs’ Counsel” shall mean the Trial Impact Project and Hueston Hennigan LLP.

14. “Preliminary Approval Order” shall mean an order preliminarily approving the Settlement, the proposed form of which is attached hereto as **Exhibit B**.

15. “Settlement” shall mean the settlement contemplated by this Stipulation.

16. “Stipulation Effective Date” shall mean the date the last counterpart of this Stipulation is signed.

RECITALS

WHEREAS, on March 20, 2023, Plaintiffs filed a putative class action complaint for damages in the United States District Court for the Central District of California against Defendant GEO that challenged GEO’s use of HDQ Neutral at the Adelanto ICE Processing Center (“Adelanto”) from February 2020 to April 2021;

WHEREAS, Plaintiffs asserted six claims on behalf of themselves and the putative Detained Class for negligence, premises liability, battery, fraud, negligent misrepresentation, and concealment;

WHEREAS, on January 2, 2025, the Court granted Plaintiffs leave to file their First Amended Complaint;

WHEREAS, in the First Amended Complaint Plaintiffs asserted their original six claims against GEO and asserted four additional claims against Spartan on behalf of themselves and the putative Detained Class for negligence, design defect – strict liability, failure to warn – strict liability, and negligent failure to warn;

WHEREAS, Plaintiffs moved to certify a class of “All persons who were detained at Adelanto Detention Center for any amount of time between March 11,

“DANGER. Corrosive. Causes irreversible eye damage and skin burns. Harmful if swallowed or absorbed through the skin.”

1 2020 and September 30, 2020 and were exposed to HDQ Neutral,” and, in the
2 alternative, Plaintiffs sought to certify issue classes including a “General Causation
3 Issue Class.”

4 WHEREAS, on September 26, 2025, the Court denied in part and granted in
5 part Plaintiff’s motion for class certification. The Court denied certification of the
6 proposed class. The Court granted certification of the proposed General Causation
7 Issue Class “as to what, if any, symptoms can result from exposure to specific levels
8 to HDQ Neutral.”;

9 WHEREAS, on October 30, 2025, the Court issued an order appointing
10 Plaintiffs’ Counsel as class counsel for the issue class certified in the Court’s
11 September 26, 2025 Order;

12 WHEREAS, on December 16, 2025, the Court granted GEO’s motion for
13 summary judgment as to Plaintiffs’ Second Cause of Action for battery against GEO,
14 and otherwise denied or deferred ruling on the remainder of the parties’ summary
15 judgment motions;

16 WHEREAS, on December 16, 2025, the Court also ordered that the jury trial in
17 this case be bifurcated, with the first phase covering only the issue of delayed discovery
18 and the statute of limitations for the remaining claims;

19 WHEREAS, Defendants GEO and Spartan deny any and all liability, dispute all
20 the claims and allegations alleged against them in the Complaint and First Amended
21 Complaint, and expressly do not admit any wrongdoing whatsoever;

22 WHEREAS, the Parties engaged the Honorable Shashi H. Kewalramani (Ret.)
23 to mediate their disputes;

24 WHEREAS, the Parties, after arms-length negotiations, have agreed to settle
25 and resolve only the Certified Issue for the General Causation Issue Class without any
26 admission of liability or wrongdoing whatsoever, and in accordance with the terms
27 and conditions set forth below;

28 WHEREAS, Defendants, while denying all liability, have considered the costs

1 and burdens of continued litigation of the Certified Issue and have determined that
2 settlement of the Certified Issue is in their best interests under the terms and conditions
3 set forth in the Stipulation;

4 WHEREAS, the Plaintiffs, by and through their respective counsel, have
5 conducted an extensive investigation into the facts and law relating to the Certified
6 Issue and in the course of their investigation they have received, examined, and
7 analyzed information, documents, and materials that they deem necessary and
8 appropriate to enable them to enter into this Stipulation on a fully informed basis,
9 including the extensive expert discovery that Plaintiffs have undertaken in this case;

10 WHEREAS, Plaintiffs' Counsel have considered that, if the Certified Issue is
11 not settled now by voluntary agreement among the Parties, future proceedings
12 (including appeals) would be protracted and expensive, would involve highly complex
13 factual issues and would involve substantial uncertainties, delays, and other risks
14 inherent in litigation;

15 WHEREAS, in light of the foregoing factors, Plaintiffs and Plaintiffs' Counsel
16 have concluded that it is desirable and in the best interest of the General Causation
17 Issue Class to settle the Certified Issue at this time on the terms set forth in this
18 Stipulation, and that the settlement terms confer exceptional benefits upon the General
19 Causation Issue Class Members, particularly in light of the highly complex factual
20 issues and expert analysis that would be necessary at any trial on the Certified Issue;

21 WHEREAS, Plaintiffs' Counsel have carefully reviewed the provisions of this
22 Stipulation and have concluded that the terms and conditions of the Stipulation are
23 fair, reasonable, and in the best interests of the General Causation Issue Class
24 Members;

25 WHEREAS, it is the intent of the Parties that this stipulation and any resulting
26 Order only inure to the benefit of Class Members alleging an injury during the Class
27 Period;

28 WHEREAS, this Stipulation shall not be deemed or construed as an admission

1 or as evidence of any violation of any federal or state statute or law, including a breach
2 of any common law obligation, or of any liability or wrongdoing by Defendants; and

3 NOW, THEREFORE, the Parties, for good and valuable consideration and each
4 intending to be legally bound, agree as follows:

5 **TERMS AND CONDITIONS**

6 **A. Declaratory Relief**

7 The Parties stipulate that exposure to HDQ Neutral, under certain conditions
8 and at sufficient exposure levels, may, but will not necessarily, cause the following
9 symptoms:

- 10 – Skin contact: pain, redness, blistering, chemical burn
11 – Eye contact: pain, redness, swelling of the conjunctiva, tissue damage,
12 permanent damage.
13 – Inhalation: nasal discomfort, coughing, irritation or damage to the
14 mucous membranes of the respiratory tract
15 – Ingestion: Pain, nausea, vomiting, or diarrhea. Damage or chemical burns
16 to the mouth, throat and stomach
17

18 The phrase “under certain conditions and at sufficient exposure levels” above
19 acknowledges that the symptoms identified are associated with exposure to full
20 concentrate HDQ Neutral as described in the Safety Data Sheet or exposure at an
21 improper concentration materially in excess of the labeled dilution rates.

22 This declaration may only be used by General Causation Issue Class Members
23 pursuing claims related to the use of HDQ Neutral at Adelanto during the Class Period,
24 solely to establish general causation and for no other purpose. This Stipulation will
25 constitute precedent and be admissible for any proceeding initiated by a General
26 Causation Issue Class member pursuing such claims, but only with respect to the issue
27 of general causation. Otherwise, this stipulation may not be cited, referenced, offered
28 into evidence, or used in any other proceeding, litigation, regulatory matter, or public

1 statement. It has no collateral estoppel, res judicata, or preclusive effect outside this
2 case or claims by any General Causation Issue Class Member as described above.

3 This declaration does not preclude any General Causation Issue Class Member
4 from asserting claims for symptoms or injuries related to exposure to HDQ Neutral
5 that are not included in this declaration, or from asserting that additional symptoms
6 may be caused by exposure to HDQ Neutral.

7 This declaration does not address, establish, concede, admit, or create any
8 inference regarding:

- 9 – Any individual plaintiff's or General Causation Issue Class Member's
10 actual exposure concentration, duration, frequency, route, or conditions
11 of exposure to HDQ Neutral;
- 12 – Whether any individual was exposed to concentrated or diluted HDQ
13 Neutral;
- 14 – Specific causation for any individual;
- 15 – Whether HDQ Neutral as formulated, labeled, or sold was defective;
- 16 – Whether Spartan's warnings, labeling, instructions, or training were
17 inadequate;
- 18 – Compliance or non-compliance with FIFRA, EPA regulations, OSHA
19 HazCom, or any other requirement;
- 20 – Any duty, breach, negligence, or other liability; or
- 21 – Any damages.

22 **B. No Waiver, Compromise, or Settlement of General Causation Issue Class**
23 **Member Claims**

24 This Stipulation does not constitute a waiver, compromise, or settlement of any
25 claims that have been or could be asserted by any General Causation Issue Class
26 Member. Defendants expressly reserve all defenses, affirmative defenses, and
27 arguments as to liability, causation, and damages that may be asserted in any
28 proceeding involving any General Causation Issue Class Member, and nothing in this

1 Stipulation shall be construed as an admission of any fact, liability, or wrongdoing by
2 Defendants.

3 **C. Submission of the Settlement for Preliminary Approval**

4 Plaintiffs will prepare and deliver to Defense Counsel all documents necessary
5 for obtaining preliminary approval, including a draft of the notice of motion and
6 memorandum of points and authorities of the Motion for Preliminary Approval and a
7 draft proposed Preliminary Approval Order. Plaintiffs shall provide the foregoing
8 drafts to Defense Counsel at least fourteen (14) days before they are filed with the
9 Court for the purpose of filing an unopposed motion and shall not file any such
10 documents without Defense Counsel's prior written approval, which shall not be
11 unreasonably withheld.

12 The Parties' respective counsel shall appear before the Court to advocate in
13 favor of the Motion for Preliminary Approval should the Court hold a hearing on the
14 motion.

15 Plaintiffs' Counsel shall file the Motion for Preliminary Approval for the
16 purpose of, among other things:

17 a. Scheduling a Final Approval Hearing following the hearing on the
18 Motion for Preliminary Approval to determine whether the Settlement should be
19 approved as fair, reasonable, adequate, and in the best interests of the General
20 Causation Issue Class Members, and to determine whether a Final Order should be
21 entered on the Certified Issue;

22 b. Preliminarily approving the form of the Final Order;

23 c. Providing that any objections by any General Causation Issue Class
24 Member to the proposed Settlement and/or the entry of the Final Order shall be heard
25 and any papers submitted in support of said objections shall be considered by the Court
26 at the Final Approval hearing only if, during the notice period, such objector otherwise
27 complies with the requirements in Section E of this Stipulation;

28 d. Establishing dates by which the Parties shall file and serve all papers in

1 support of the Motion for Final Approval of the Settlement and/or in response to any
2 valid and timely objections; and

3 e. Pending the Final Approval Hearing, staying all proceedings in this
4 action, other than proceedings necessary to carry out or enforce the terms and
5 conditions of this Stipulation and the Preliminary Approval Order.

6 If the Court does not grant preliminary approval of the Settlement, the Parties
7 will expeditiously work together in good faith to modify the Stipulation and otherwise
8 satisfy the Court's concerns.

9 **D. Class Notice**

10 The parties shall share equally the costs related to the following Class Notice
11 Plan:

12 Within seven (7) days following the Court issuing an order preliminarily
13 approving the Settlement:

- 14 a. Using a Notice Administrator, Plaintiffs' counsel shall serve the court-
15 approved short form class notice on all General Causation Issue Class
16 Members by mail. The Notice Administrator will conform all addresses
17 using the NCOA database and conduct one round of skip-tracing on all
18 notices returned as undeliverable.
- 19 b. Defendant GEO will post the court-approved long form class notice in all
20 housing units at Adelanto until the time of the Final Approval Hearing.
- 21 c. Plaintiffs' Counsel will make available a web page where the court-approved
22 class notice, Settlement, and Court order preliminarily approving the
23 Settlement will be available. Plaintiffs' Counsel will make the court-
24 approved class notice available in English, Spanish, Mandarin, French, and
25 Hindi.

26 **E. Objections to the Settlement**

27 Any General Causation Issue Class Member who intends to object to the
28 fairness, reasonableness, and/or adequacy of the Settlement must file a written

1 objection with Class Counsel no later than 30 days after the notice period begins.

2 General Causation Issue Class Members who object must set forth their full
3 name, A#, current address, and telephone number and that of their counsel, if any. Any
4 objecting General Causation Issue Class Member must state in writing all objections
5 and the reasons for each objection, state any evidence that the objecting class member
6 wishes to introduce in support of the objection(s), state whether the objection applies
7 only to the objector or to the entire class or a specific subset thereof, state whether the
8 objecting class member intends to appear at the Final Approval Hearing either with or
9 without separate counsel, and provide their signature. All written objections and
10 supporting papers must be mailed or delivered to Class Counsel at Ronduen Litigation,
11 c/o Trial Impact Project, 523 West 6th Street, Suite 450, Los Angeles, CA 90014 USA
12 and must contain the case name and number (*Ronduen v. The GEO Group, Inc. et al.*,
13 Case No. 23-cv-00481-JGB). Class Counsel will promptly file each timely received
14 Objection with the Court.

15 By fourteen (14) days after the expiration of the objection period, GEO will file
16 a statement with the Court stating, for each timely objection filed with the Court,
17 whether GEO's records reflect that the objector was detained at Adelanto at any time
18 during the Class Period or whether GEO was unable to make that determination.

19 No General Causation Issue Class Member shall be entitled to be heard at the
20 Final Approval Hearing (whether individually or through separate counsel) or to object
21 to the Settlement, and no written objections or briefs submitted by any member of the
22 Settlement Class shall be received or considered by the Court at the Final Approval
23 Hearing, unless written notice of the objecting class member's intention to appear at
24 the Final Approval Hearing and copies of any written objections and/or briefs were
25 timely filed with the Court.

26 General Causation Issue Class Members who fail to file timely written
27 objections in the manner specified above shall be deemed to have waived all objections
28 and shall be foreclosed from making any objection (whether by appeal or otherwise)

1 to the Settlement.

2 **F. Submission of the Settlement for Final Approval**

3 On the date set forth in the Preliminary Approval Order, but no sooner than 75
4 days after the Court issues its Preliminary Approval Order, a Final Approval Hearing
5 shall be conducted to determine final approval of the Settlement.

6 No later than 14 days before the calendared Final Approval Hearing, Plaintiffs
7 will file in Court a motion for final approval of the Settlement that includes a Proposed
8 Final Approval Order. Plaintiffs shall provide drafts of this order to Defense Counsel
9 not later than seven (7) days prior to filing the Motion for Final Approval.

10 If the Court does not grant Final Approval of the Settlement, the Parties will
11 expeditiously work together in good faith to address the Court's concerns by revising
12 the Stipulation as necessary to obtain Final Approval.

13 **G. Dismissal**

14 Plaintiffs will file a request for dismissal with prejudice of all claims in this
15 Action within 40 days of the Court ordering Final Approval of the Settlement.

16 **H. Fees and Costs**

17 The Parties shall bear their own attorneys' fees, costs, and expenses other than
18 those associated with any Court-ordered notice as set forth in Section D.

19 **I. Retention of Jurisdiction**

20 The Court shall retain jurisdiction over the Parties to this Stipulation and the
21 General Causation Issue Class Members with respect to the future performance of the
22 terms of the Settlement. In the event that any applications for relief are made, such
23 applications shall be made to the Court.

24 **J. Best Efforts**

25 The Parties and their counsel agree to cooperate fully with one another and to
26 use best efforts to effectuate the Settlement, including without limitation in seeking
27 preliminary and final Court approval of the Settlement, carrying out the terms of this
28 Stipulation, and promptly agreeing upon and executing all such other documentation

1 as may be reasonably required to obtain final approval by the Court of the Settlement.
2 In the event that the Court rejects the Settlement or denies to issue a final order; the
3 Parties agree to meet and confer in good faith within two weeks of such rejection or
4 denial to determine whether the identified defect can be cured consistent with the
5 Parties' interests.. No Party shall be obligated to agree to any revision that materially
6 alters the substance of this Stipulation or that is inconsistent with the Party's litigation
7 interests.

8 **K. Termination**

9 This Stipulation is entered into only for purposes of settlement. If the Court
10 fails to finally approve the Settlement, or any part thereof, or the Final Order is not
11 entered for any reason, the Stipulation will be null and void and the Parties will return
12 to their respective positions as if the Stipulation were never negotiated, drafted, or
13 executed.

14 **L. Other Provisions**

15 a. This Stipulation is made pursuant to, and shall be construed and enforced
16 in accordance with, the laws of the State of California, without giving effect to
17 otherwise-applicable principles regarding conflicts of law.

18 b. This Stipulation and its accompanying Exhibits constitute a single and
19 entire agreement between the Parties regarding the Certified Issue. Any and all prior
20 and contemporaneous disclosures, negotiations, stipulations, and agreements
21 regarding the subject matter of this Stipulation, whether written or oral, have been and
22 are merged and integrated and are superseded by this Stipulation. This Stipulation
23 shall not be modified except by a writing signed by Plaintiffs and Defendants.

24 c. If any term or provision of this Stipulation shall be judicially determined
25 to be illegal, unenforceable, invalid, or otherwise void, the Parties intend that all
26 remaining provisions shall continue to be given full force and effect, unless the
27 provision found to be unenforceable is of such material effect that this Stipulation
28 cannot be performed in accordance with the intent of the Parties in the absence of such

1 provision.

2 d. The Parties separately agree that they and their respective counsel and
3 employees will not solicit any General Causation Issue Class Member to object to the
4 Settlement or appeal from the Final Order. Nothing in this paragraph shall be construed
5 to restrict Plaintiffs' Counsel's ability to communicate to General Causation Issue
6 Class Members in accordance with Plaintiffs' Counsel's ethical obligations owed to
7 General Causation Issue Class Members.

8 e. This Stipulation shall be binding upon the Parties and each of their
9 respective heirs, personal representatives, successors, and assigns.

10 f. This Stipulation has been negotiated and drafted by Plaintiffs' Counsel
11 and Defense Counsel. This Stipulation shall be construed as if the Parties collectively
12 prepared it and any uncertainty or ambiguity shall not be interpreted against any of the
13 Parties.

14 g. The captions herein are for convenience and identification purposes only
15 and are not part of the Stipulation.

16 h. Each signatory to this Stipulation warrants and represents that he/she has
17 full authority to enter into, deliver, and perform under this Stipulation, and that all acts
18 and actions have been taken to grant such authority, and that no third-party consent,
19 which has not already been obtained, is required. Each signatory to this Stipulation
20 represents and warrants that he/she is authorized to execute this Stipulation on behalf
21 of the Party or Parties for which he/she executed this Stipulation.

22 i. All Parties warrant and represent that they are agreeing to the terms of
23 this Stipulation based upon the legal advice of their respective attorneys, that they have
24 been afforded the opportunity to discuss the contents of this Stipulation with their
25 attorneys, and that the terms and conditions of this document are fully understood and
26 voluntarily accepted.

27 j. This Stipulation may be executed in one or more counterparts, each of
28 which shall be an original as against any Party who signed it, and all of which shall

1 constitute one and the same document. A facsimile, photostatic, or electronic (e.g.,
2 PDF format) copy of this Stipulation as executed shall be deemed an original. In
3 addition, the Parties agree that any Electronic Signature by a Party to this Stipulation
4 is intended to authenticate this writing and has the same force and effect as a
5 handwritten signature. Pursuant to the California Uniform Transactions Act,
6 “Electronic Signature” means an electronic sound, symbol, or process attached to or
7 logically associated with an electronic record and executed or adopted by a person with
8 the intent to sign the electronic record. For purposes of this section, a “digital
9 signature” as defined in subdivision (d) of Section 16.5 of the Government Code is a
10 type of electronic signature.

11 k. The Recitals, including the definitions set forth therein, are a material part
12 of this Stipulation and are incorporated herein in their entirety.

13 l. For any notice to be provided under this Stipulation, the Parties shall
14 provide notice to the Plaintiffs’ Counsel or Defense Counsel identified in the signature
15 blocks below.

16 m. This Stipulation shall become effective upon execution by Defendants,
17 Plaintiffs, and Plaintiffs’ Counsel.

18 n. The Parties believe that the Settlement is a fair, adequate, and a
19 reasonable resolution of the Certified Issue for purposes of this Stipulation only, and
20 they have arrived at the Settlement through arms-length negotiations, taking into
21 account all relevant factors, present and potential. This statement shall not be construed
22 as an admission by any Party regarding the merits of any claim or defense, and
23 Defendants expressly deny any wrongdoing or liability.

24 IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto
25 have made and executed this Stipulation as of the date(s) set forth below.
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3 **The GEO Group, Inc.**

4 BY: 

5 TITLE: Sec. Director, Corporate Counsel

6 DATED: 8/28, 2026
7

8 **Spartan Chemical Company, Inc.**

9 BY: _____

10 TITLE: _____

11 DATED: _____, 2026
12

13 **Plaintiff Ligaya Ronduen**

14 BY: _____

15 DATED: _____, 2026
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17 **Plaintiff Carlos Castillo**

18 BY: _____

19 DATED: _____, 2026
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21 **Plaintiff Somboon Phaymany**

22 BY: _____

23 DATED: _____, 2026
24

25 **Plaintiff Yolanda Mendoza**

26 BY: _____

27 DATED: _____, 2026
28

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3 **The GEO Group, Inc.**

4 BY: _____

5 TITLE: _____

6 DATED: _____, 2026

7

8 **Spartan Chemical Company, Inc.**9 BY: Amey Sinfal10 TITLE: Rick Moe11 DATED: Aug 21, 2026

12

13 **Plaintiff Ligaya Ronduen**

14 BY: _____

15 DATED: _____, 2026

16

17 **Plaintiff Carlos Castillo**

18 BY: _____

19 DATED: _____, 2026

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21 **Plaintiff Somboon Phaymany**

22 BY: _____

23 DATED: _____, 2026

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25 **Plaintiff Yolanda Mendoza**

26 BY: _____

27 DATED: _____, 2026

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The GEO Group, Inc.

BY: _____

TITLE: _____

DATED: _____, 2026

Spartan Chemical Company, Inc.

BY: _____

TITLE: _____

DATED: _____, 2026

Plaintiff Ligaya Ronduen

BY: 
Ligaya Ronduen (Aug 20, 2026 01:45:18 GMT+8)

DATED: Aug 19, 2026, 2026

Plaintiff Carlos Castillo

BY: 
Carlos Castillo (Aug 17, 2026 14:09:50 MDT)

DATED: Aug 17, 2026, 2026

Plaintiff Somboon Phaymany

BY: 
Somboon Phaymany (Aug 17, 2026 12:12:10 PDT)

DATED: Aug 17, 2026, 2026

Plaintiff Yolanda Mendoza

BY: 
Yolanda Mendoza (Aug 25, 2026 17:39:19 PDT)

DATED: Aug 25, 2026, 2026

1 **Plaintiff Miriam Scheetz**

2 BY: Miriam Scheetz
Miriam Scheetz (Aug 17, 2026 13:02:14 PDT)

3 DATED: Aug 17, 2026, 2026

4

5 **Plaintiff Wilfredo Gonzalez Mena**

6 BY: Wilfredo Gonzalez Mena
Wilfredo Gonzalez Mena (Aug 17, 2026 13:15:51 PDT)

7 DATED: Aug 17, 2026, 2026

8

9 **Plaintiffs' Counsel**

10 BY: _____

11 DATED: _____, 2026

12 Sara Haji

13 Trial Impact Project

14 523 W. Sixth St., Suite 450

15 Los Angeles, CA 90014

16

17 BY: _____

18 DATED: _____, 2026

19 Robert N. Klieger

20 Hueston Hennigan LLP

21 523 W. Sixth St., Suite 400

22 Los Angeles, CA 90014

23

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1 **Plaintiff Miriam Scheetz**

2 BY: _____

3 DATED: _____, 2026

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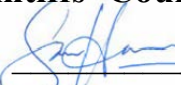
5 **Plaintiff Wilfredo Gonzalez Mena**

6 BY: _____

7 DATED: _____, 2026

8

9 **Plaintiffs' Counsel**

10 BY:  _____

11 DATED: August 31, 2026

12 Sara Haji

13 Trial Impact Project

14 523 W. Sixth St., Suite 450

15 Los Angeles, CA 90014

16

17 BY:  _____

18 DATED: August 31, 2026

19 Robert N. Klieger

20 Hueston Hennigan LLP

21 523 W. Sixth St., Suite 400

22 Los Angeles, CA 90014

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