

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): January 6, 2023

THE GEO GROUP, INC.

(Exact Name of Registrant as Specified in its Charter)

Florida
(State or Other Jurisdiction
of Incorporation)

1-14260
(Commission
File Number)

65-0043078
(IRS Employer
Identification No.)

4955 Technology Way, Boca Raton, Florida
(Address of Principal Executive Offices)

33431
(Zip Code)

Registrant's telephone number, including area code (561) 893-0101

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.01 Par Value	GEO	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Section 5 Corporate Governance and Management

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 6, 2023, The GEO Group, Inc. (“GEO” or the “Company”) announced that Ann Schlarb, GEO’s Senior Vice President and President of GEO Care, will be retiring from her executive officer role effective January 31, 2023 (the “Effective Date”). Following her retirement, Ms. Schlarb will serve as a consultant to GEO under the terms of a Consultant Agreement, effective February 1, 2023 (the “Consultant Agreement”), entered into between GEO and Ms. Schlarb on January 6, 2023, the terms of which are summarized below. Ms. Schlarb joined GEO in 2011 as Vice President of Intensive Supervision and Appearance Program (“ISAP”) Services as a result of GEO’s acquisition of B.I. Incorporated, (“B.I.”) and she originally joined B.I. in 1995. Ms. Schlarb was promoted to Senior Vice President and President of GEO Care in July 2014. GEO thanks Ms. Schlarb for her years of dedicated service and looks forward to her continued contributions to GEO.

Mr. Wayne Calabrese, GEO’s Chief Operating Officer, will assume the executive officer duties and responsibilities of overseeing B.I. and GEO Care commencing on the Effective Date and will continue to work closely with Ms. Schlarb in her consulting role to ensure a smooth transition. Mr. Calabrese is a highly seasoned and tenured executive with over 20 years of experience in GEO’s business. Mr. Calabrese originally joined GEO as Vice President of Business Development in 1989 and served in a range of increasingly senior positions, retiring in December 2010 as Vice Chairman of the Board, President and Chief Operating Officer of the Company. Mr. Calabrese’s background, together with his extensive knowledge and prior experience in various GEO leadership positions, makes him uniquely qualified to serve as GEO’s Chief Operating Officer.

Under the terms of the Consultant Agreement, which will continue through January 31, 2026 (the “Consulting Period”), unless extended by mutual agreement or terminated earlier solely as a result of Ms. Schlarb’s death or disability, Ms. Schlarb will provide consulting services to GEO and its subsidiaries, including but not limited to GEO Care and B.I. and their successors and assigns, including participating in calls and meetings with GEO staff and government officials and assisting with proposals relating to renewals of existing contracts and securing new contracts with respect to residential reentry and electronic monitoring services, for a consulting fee of \$15,000 per month and certain benefits, including use of her Company car and reimbursement for COBRA coverage, if so elected, subject to the terms and conditions outlined in the Consultant Agreement. Additionally, all of Ms. Schlarb’s unvested performance-based shares will continue to vest according to their terms as long as Ms. Schlarb continues to serve as a consultant at the end of each performance period. Ms. Schlarb will not be entitled to receive new awards of performance-based shares subsequent to the Effective Date. The Consultant Agreement also contains customary provisions related to non-competition, confidentiality and non-disparagement. The foregoing description is qualified in its entirety by reference to the full text of the Consultant Agreement, which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Following the Effective Date, Ms. Schlarb will be entitled to receive a retirement benefit of \$10,000 per month in satisfaction of the terms of the Senior Officer Retirement Plan, as amended by the agreement between GEO and Ms. Schlarb that the number of years of service Ms. Schlarb will be credited with for purposes of calculating her retirement benefits under the Senior Officer Retirement Plan shall include her services at B.I. prior to the acquisition of B.I. by GEO.

Section 9 Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Consultant Agreement, by and between The GEO Group, Inc. and Ann Schlarb, effective February 1, 2023.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE GEO GROUP, INC.

January 6, 2023
Date

By: /s/ Brian R. Evans
Brian R. Evans
Senior Vice President and Chief Financial Officer (Principal
Financial Officer)

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (the “**Agreement**”), effective February 1, 2023, is made by and between **The GEO Group, Inc.** (hereinafter “**GEO**”, which includes any and all **GEO** subsidiaries, including but not limited to GEO Care and BI Incorporated (“**BI**”), their successors and assigns), with a principal place of business at 4955 Technology Way, Boca Raton, Florida 33431, and **Ann M. Schlarb** (the “**Consultant**”), who currently resides at [REDACTED] (each a “**Party**” and, collectively, the “**Parties**”).

In consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged, **GEO** and **Consultant**, each intending to be legally bound, agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide consulting services for **GEO** with respect to residential reentry and electronic monitoring services. Accordingly, **Consultant** shall be available to provide one or more of the following services (the “**Services**”), as needed:

A. Operations, Existing Contracts & Business Development

- Participate in conference calls with **GEO** staff, as requested, regarding the provision of residential reentry and electronic monitoring services by **GEO**;
- Attend meetings with **GEO** staff, as requested, regarding the provision of residential reentry and electronic monitoring services by **GEO**;
- Meet with or call government officials, as requested by **GEO**, to discuss the provision of residential reentry and electronic monitoring services by **GEO**;
- Provide assistance requested by **GEO** to assist **GEO** in submitting proposals for renewal of existing contracts or for securing new contracts, consistent with the services outlined herein.

2. TERM OF AGREEMENT

This Agreement shall commence on February 1, 2023 and shall continue for three (3) years through January 31, 2026, unless extended by mutual agreement of the Parties in writing or terminated earlier solely as a result of **Consultant’s** death or disability. Such period, as either extended by mutual agreement in writing or earlier terminated as a result of **Consultant’s** death or disability, is the “**Term**.” In the event of a termination of this Agreement as a result of **Consultant’s** disability, no further compensation for **Services** shall be owed to **Consultant** or, in the event of death, to **Consultant’s** estate.

3. PAYMENT RATES AND BILLING

Consultant shall be compensated for **Services**, at the rate of \$15,000 per month, with payment to be made after submittal of a billing statement at the end of each month. As **Consultant** is an independent contractor, **GEO** will not withhold any income, FICA, or other deductions from such compensation, and will not be responsible for paying any payroll, FICA, FUTA, SUTA, or any other federal, state or local taxes, or for making any insurance contributions.

Consultant shall be solely responsible for, and shall indemnify **GEO** for and hold **GEO** harmless against, all such taxes or contributions asserted against **GEO**, including penalties and interest.

Consultant's previously-awarded unvested performance shares shall remain active and shall continue to vest as scheduled so long as this Agreement remains active at the end of each performance period. **Consultant** shall not be eligible for and shall not receive any further performance share awards during the term of this Agreement.

Consultant shall be reimbursed for all reasonable and necessary documented travel and business expenses incurred directly as a result of providing services under this Agreement. All air travel and lodging shall require **GEO's** prior approval and authorization in order to qualify for reimbursement hereunder. **GEO** will provide **Consultant** with Pre-paid Air Travel at not lower than Business Class Fare Rate (or will reimburse **Consultant** for expenses incurred on such basis), with travel dates, times and departure/arrival locations as mutually agreed.

During the **Term**, in the event that **Consultant** elects to receive COBRA benefits for continuing health insurance provided by the Company, **GEO** agrees to pay the premiums for such COBRA benefits until the earliest of: (A) the eighteen (18) month anniversary following **Consultant's** termination of employment from the Company; and (B) the date **Consultant** is no longer eligible to receive COBRA continuation coverage.

4. **RIGHTS AND DATA**

Consultant agrees that all data, including drawings, designs, prints, photographs, specifications, test data tabulation, completed forms, reports, proposals, and all other information furnished by **GEO** to **Consultant** for use in connection with the performance of this Agreement or emanating from the work called for under this Agreement (herein called "**GEO Data**") shall be and remain the sole property of **GEO**. **GEO Data** that qualifies as **Confidential GEO Information** (as defined below) provided to **Consultant** shall be governed by the obligations of confidentiality and restrictions against disclosure contained in this Section and Section 5 of this Agreement. **Consultant** further agrees that all **GEO Data** not considered **Confidential GEO Information** shall be kept in confidence and not disclosed to third parties, excepting that certain data, as appropriate, may be disclosed to appropriate agencies/departments in connection with the performance of this Agreement. **Consultant** agrees that **GEO Data** shall not be used for any other purposes or disclosed to any other parties except with the prior written consent of **GEO**. At the conclusion of the Term, **Consultant** shall deliver all **GEO Data** to **GEO** and shall be fully responsible for the care and protection of **GEO Data** until such delivery. **Consultant** will, and will cause **Consultant's** employees and, or, agents to (i) wipe clean the device memory on all equipment and machines on which **GEO Data** is placed, at the time of disposal, sale or recycling, as applicable, and (ii) sanitize storage media, as well as temporary files and back up files on which **GEO Data** is stored, at the time **Consultant's** retention timeframe for archival or audit purposes expires, and shall certify such destruction to **GEO** in writing. Upon completion of the Term, **Consultant** shall return and, or, destroy all remaining **GEO Data** in accordance with **Consultant's** record retention and destruction policies.

5. **CONFIDENTIALITY**

“**Confidential GEO Information**” means any **GEO Data** or information provided under this Agreement by **GEO** to **Consultant** that is commercially valuable, confidential, proprietary, or a trade secret. **Confidential GEO Information**, however, shall not include information that is or was, at the time of the disclosure: (a) generally known or available to the public; (b) received by **Consultant** from a third-party; (c) already in **Consultant**’s possession prior to the date of receipt from Discloser; or (d) independently developed by **Consultant**. These exceptions apply in each case as long as the information was not delivered to or obtained by **Consultant** as a result of any breach of this Agreement, Law, or any contractual, ethical, or fiduciary obligation owed to **GEO**.

Consultant agrees (i) not to disclose **Confidential GEO Information** to any other person, firm, or entity without first obtaining **GEO**’s express written consent, and (ii) that at all times **Consultant** shall use the same standard of care to protect **Confidential GEO Information** as **Consultant** uses to protect **Consultant**’s own confidential information of a similar nature, but not less than a commercially reasonable standard of care. **Consultant** shall hold all **Confidential GEO Information** and all **GEO Data** in trust and confidence for **GEO**, and shall not use any **GEO Data** other than for the benefit of **GEO**. If **Consultant** becomes subject to a court order for the release of **Confidential GEO Information** and/or **GEO Data**, or is otherwise legally compelled to release any information related to **GEO**, **Consultant** shall provide **GEO** with as much advance notice as possible of the information’s prospective release, to the extent permitted by applicable Laws, to enable **GEO** to petition for protective concealment, or to oppose the disclosure, of the **GEO Data** and, or, **Confidential GEO Information**. **Consultant** further agrees that the unauthorized disclosure of **Confidential GEO Information** is a material breach of this Agreement that will result in irreparable harm to **GEO**. In those cases, payment of money damages is inadequate and difficult to ascertain. **Consultant** agrees, therefore, that **GEO** is entitled to immediate injunctive relief in any court of competent jurisdiction enjoining any further such breach, and **Consultant** consents to the entry of judgment for injunctive relief.

Notice of Immunity under the DTSA. An individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or his attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

6. **STATUS AND RESPONSIBILITY OF CONSULTANT; NATURE OF RELATIONSHIP**

Consultant shall perform services for **GEO** as an independent contractor and not as an employee, partner, joint venturer, or agent of **GEO**. **Consultant** is not required to work exclusively for **GEO**, and is free to provide services to any other individuals or entities, and work when and for whom **Consultant** chooses, so long as **Consultant** is in compliance with the terms of this Agreement. **GEO** shall not control or direct the manner or means by which **Consultant** performs the Services or the time in which the Services are performed. **Consultant** shall have complete discretion as to the manner in which the Services are performed and the moment in which the Services are performed, except as to the completion time of the Services. **Consultant** shall only be responsible to **GEO** as to the results to be accomplished and delivery of the Services by the date of completion set by **GEO**. **GEO** will not provide training, instruction, or supervision in the specific hours and details of the Services.

During the Term, **Consultant** shall continue to have use of **GEO's** car that **Consultant** is currently driving (the ("Company Car") provided **Consultant** timely pays **GEO** \$500 per month for the use of the Company Car. At **Consultant's** election, the \$500 monthly payment can be deducted from the monthly compensation payment set forth in Section 3, above. At the end of the term of the Consulting Agreement, **Consultant** shall have the right to purchase the Company Car from **GEO** at its then current residual value pursuant to the terms of the Company's auto policy.

Consultant will not receive workers' compensation coverage, group health insurance, or any other employment benefits provided by **GEO** to its employees. **Consultant** understands and agrees that **Consultant** will not be treated as an employee for purposes of "fringe benefits" which may otherwise be provided to employees. "Fringe benefits" shall include, but shall not be limited to, sick pay, holiday pay, vacation pay, bonuses, profit sharing, leave, group term life insurance, disability insurance, pension benefits, death benefits, accident insurance, and any other benefits ordinarily provided by **GEO** to its employees.

It shall be the responsibility of **Consultant** to perform all services assigned hereunder in conformity and strict compliance with all applicable laws, rules and regulations of the United States and the several states, and any foreign country, including but not limited to compliance with the Foreign Corrupt Practices Act of the United States. During the Term of this Agreement and notwithstanding anything contained herein to the contrary regarding **Consultant's** duties as provided under this Agreement, the parties hereto agree that this Agreement does not in any way create the relationship of joint venture, partnership, employment, or principal and agent between **GEO** and **Consultant**.

Unless expressly or specifically authorized in writing executed by both parties hereto, neither party shall act or attempt to act, or represent themselves, directly or by implication, as agent for the other or in any manner assume or create, or attempt assume or create any obligation on behalf or in the name of the other party.

7. **RESTRICTIVE COVENANTS.**

- A. **General.** **GEO** and **Consultant** hereby acknowledge and agree that (i) **Consultant** is and will be in possession of trade secrets (as defined in Section 688.002(4) of the Florida Statutes) of **GEO** (the "Trade Secrets"), (ii) the restrictive covenants contained in this Section 7 are justified by legitimate business interests of **GEO**, including, but not limited to, the protection of the Trade Secrets and **Confidential GEO Information**, substantial relationships with customers or clients, and customer or client good will (the "Legitimate Business Interests") in accordance with Section 542.335(1)(b) of the Florida Statutes, and (iii) the restrictive covenants contained in this Section 7 are reasonably necessary to protect such legitimate business interests of **GEO** under Section 542.335(1)(c) of the Florida Statutes.
- B. **Non-Competition.** **Consultant** will not, during the Term of this Agreement and for two (2) years following the Term of this Agreement or the cessation of **Consultant's** services to **GEO** (whichever is longer), for any reason whatsoever, directly or indirectly, anywhere in the United States, either (i) on **Consultant's** own behalf or as a partner, officer, director, trustee, employee, agent, consultant or member of any person, firm or corporation, or otherwise, enter into the employ of, render any service to, or engage in any business or activity which is the same as or competitive with any business or activity conducted by **GEO** or any of its affiliates or majority-owned subsidiaries, as such business or activity now exists or may exist at the end of the Term or (ii) on **Consultant's** own behalf or as a partner, officer, director, trustee, employee, agent, consultant or member of any person, firm or corporation, or otherwise, solicit, conduct business with, enter into a business relationship with, or otherwise interfere with **GEO's** or any of its affiliates' or majority-owned subsidiaries' relationship with, any client or customer of **GEO** or any subsidiary or affiliate of **GEO** (including, without limitation, any governmental entity, agency, or political subdivision); provided, however, that the foregoing shall not be deemed to prevent **Consultant** from investing in securities of any company having a class of securities which is publicly traded, so long as through such investment holdings in the aggregate, **Consultant** is not deemed to be the beneficial owner of more than 5% of the class of securities that is so publicly traded. During the Term of this Agreement and for two (2) years following the Term of this Agreement, **Consultant** will not, directly or indirectly, on **Consultant's** own behalf or as a partner, shareholder, officer, employee, director, trustee, agent, consultant or member of any person, firm or corporation or otherwise, seek to employ, otherwise seek the services of,

solicit for employment or engagement, employ, or engage any employee or independent contractor of **GEO** or any of its affiliates or majority-owned subsidiaries. Consultant recognizes that the business and activity of **GEO** is national in scope and therefore acknowledges and agrees that the nationwide restriction contained in this Paragraph is reasonably necessary for the protection of the Legitimate Business Interests.

- C. **Confidentiality.** Consultant will not, during the Term of this Agreement and for two (2) years following the Term of this Agreement or the cessation of Consultant's services to **GEO** (whichever is longer) use for **Consultant's** own benefit or for the benefit of others, or divulge to others, Trade Secrets, **Confidential GEO Information**, or any other knowledge or data of a secret or confidential nature and otherwise not available to members of the general public that concerns the business or affairs of **GEO** or its subsidiaries or affiliates and that is or was provided to or acquired by **Consultant** at any time prior to or during the term of **Consultant's** prior employment with **GEO**, or during the term of this Agreement, except with the specific prior written consent of **GEO**. **Consultant** is referred to the "Notice of Immunity under the DTSA" in Section 5 above.
- D. **Work Product.** **Consultant** agrees that all programs, inventions, innovations, improvements, developments, methods, designs, analyses, reports and all similar or related information which relate to the business of **GEO** and its subsidiaries and affiliates, actual or anticipated, or to any actual or anticipated research and development conducted in connection with the business of **GEO** and its subsidiaries affiliates, and all existing or future products or services, which are conceived, developed or made by the **Consultant** (alone or with others) during the term of this Agreement ("Work Product") belong to **GEO**. Work Product specifically includes, without limitation, any customer or client lists developed by **Consultant**. **Consultant** will cooperate fully in the establishment and maintenance of all rights of **GEO** and its subsidiaries and affiliates in such Work Product. The provisions of this Section 7 (D) will survive the Term of this Agreement indefinitely to the extent necessary to require actions to be taken by **Consultant** after the Term of this Agreement with respect to Work Product created during the Term of this Agreement.
- E. **Enforcement.** The Parties agree and acknowledge that the restrictions contained in this Section 7 are reasonably necessary to protect the Legitimate Business Interests of **GEO** or any of its subsidiaries or affiliates, who are express third-party beneficiaries of the restrictive covenants of this Section 7. If any covenant or agreement contained in this Section 7 is found by a court having jurisdiction to be unreasonable in duration, geographical scope or character of restriction, the covenant or agreement will not be rendered unenforceable thereby but rather the duration, geographical scope or character of restriction of such covenant or agreement will be reduced or modified with retroactive effect to make such covenant or agreement reasonable, and such covenant or agreement will be enforced as so modified. **Consultant** agrees and acknowledges that the breach

of this Section 7 will cause irreparable injury to **GEO** or any of its subsidiaries or affiliates and upon the breach of any provision of this Section 7, **GEO** or any of its successors, subsidiaries or affiliates shall be entitled to injunctive relief, specific performance or other equitable relief; provided, however, that, this shall in no way limit any other legal or equitable remedies which **GEO** or any of its subsidiaries or affiliates may have (including, without limitation, the right to seek monetary damages).

The restrictive covenants of this Section 7 may be enforced by any successor or assignee of **GEO**. In addition, the prevailing party in any litigation regarding an alleged breach of the restrictive covenants of this Section 7 shall be entitled to reasonable attorney's fees and costs. This agreement is enforceable by **GEO** and by its subsidiaries and affiliates. The covenants of this Section 7 shall be construed as an agreement independent of any other provision in this Agreement, and the existence of any claim or cause of action of **Consultant** against **GEO**, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement by **GEO** of the covenants of this Section 7.

GEO has fully performed all obligations entitling it to the covenants of this Section, and such covenants are therefore not executory or otherwise subject to rejection under the Bankruptcy Code. The failure or the refusal of **GEO** to enforce the covenants of this Section 7 against any other independent contractor will not constitute a waiver or estoppel defense to the enforcement of the covenants against **Consultant**. The restricted periods contained in this Section 7 shall be tolled during any period of time in which **Consultant** is in violation of covenants of this Section 7.

8. **LIMIT OF LIABILITY/INDEMNIFICATION/HOLD HARMLESS.** **Consultant** agrees that neither **GEO**, its principals, officers, directors, employees, clients, agents or consultants shall be liable to the **Contractor** for any actions, losses, damages, claims, liabilities, costs or expenses in any way arising out of or relating to this engagement for any amount greater than the Fees otherwise due to the **Contractor** for the Services performed pursuant this Agreement. **Contractor** shall indemnify, defend and hold harmless **GEO** and **GEO**'s principals, officers, directors, clients, consultants agents and employees from and against any and all losses, claims, demands, actions, causes of action, suits, costs, attorney's fees, damages, expenses, compensation, penalties, liabilities and obligations of any kind resulting from, arising out of, or incurred in connection with the performance of the Services hereunder, other than claims premised upon the willful misconduct, acts or omissions by **GEO**. If **Contractor** named as a party (or is advised to retain legal counsel) in connection with any litigation or legal matter relating to this engagement, **Contractor** shall be solely responsible for attorneys' fees and expenses related to such litigation or legal matter.
9. **CONFLICT OF INTEREST.** During the term of this Agreement, **Consultant** shall not have any direct or indirect financial interest in any company, firm, corporation or other entity that competes with **GEO** in the provision of contracted detention, correctional, residential re-entry, transportation and/or youth services. For purposes of this Agreement, a 'direct or indirect financial interest' shall mean any interest which exceeds five percent (5%) of the value of such company, firm, corporation or other entity.

10. **COOPERATION.** **Consultant** agrees, upon the request of **GEO** or any of the other Releasees (defined below), to reasonably cooperate in any investigation, litigation, arbitration, or regulatory proceeding regarding events that occurred during **Consultant**'s employment with **GEO**. **Consultant** will remain reasonably available to consult with counsel for **GEO** and any of the other Releasees, to provide information, and to appear to give testimony. To the extent permitted by law, **GEO** will reimburse **Consultant** for reasonable out-of-pocket expenses incurred in extending such cooperation, so long as **Consultant** provides advance written notice of the request for reimbursement and provides satisfactory documentation of the expenses.
11. **RELEASE.** As partial consideration for **GEO**'s entry into this Agreement, **Consultant** releases and gives up any and all waivable claims and rights that **Consultant** may have against **GEO**, its parents, subsidiaries, affiliates and divisions, and each of their respective past and present officers, directors, members, shareholders, employees, agents, representatives, consultants, fiduciaries, attorneys, insurers, benefit plans, plan administrators and joint venture partners, and all of their respective predecessors, successors and assigns (collectively, "Releasees"). This releases all waivable claims resulting from anything that has happened up through the date that **Consultant** executes this Agreement, including those claims of which **Consultant** is not aware and those not specifically mentioned in this Agreement, regardless of whether such claims are asserted or unasserted, suspected or unsuspected, accrued or not yet accrued. Without limiting the generality of the foregoing, **Consultant** specifically releases all claims relating to: (i) **Consultant**'s employment by **GEO**, the terms and conditions of such employment, employee benefits related to **Consultant**'s employment, the termination of **Consultant**'s employment, and/or any of the events relating directly or indirectly to or surrounding such termination; (ii) any and all claims of discrimination (including harassment), whistleblowing or retaliation in employment (whether based on federal, state or local law, statutory or decisional), including without limitation, all claims under, the Worker's Adjustment and Retraining Notification Act ("WARN"), Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), the Americans with Disabilities Act, as amended ("ADA"), the Civil Rights Act of 1991, the Pregnancy Discrimination Act ("PDA"), the Reconstruction Era Civil Rights Act of 1866, 42 USC §§ 1981-86, as amended, the Equal Pay Act ("EPA"), the Family and Medical Leave Act, as amended ("FMLA"), The Families First Coronavirus Response Act ("FFCRA"), the Fair Labor Standards Act ("FLSA"), the Executive Retirement Income Security Act ("ERISA") (other than claims with regard to vested benefits), Sections 503 and 504 of the Rehabilitation Act of 1973, the Occupational Safety and Health Act ("OSHA"), the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the National Labor Relations Act ("NLRA"), the Families First Coronavirus Relief Act ("FFCRA"), the Florida Civil Rights Act of 1992 ("FCRA") f/k/a Human Rights Act of 1977, § 725.07, Fla.

Stat., any and all claims/actions for retaliation that have been or could have been raised under Florida's Workers' Compensation statute (Florida Statute § 440.205), the Florida Private Sector Whistle-Blower Act (Fla. Stat. § 448.101-105), the Florida Equal Pay Act, any claims under Fla. Stat. § 448.08 for unpaid wages, and waivable rights under the Florida Constitution, or any state or local discrimination (including harassment), whistle blowing or retaliation law; (iii) any and all waivable claims for unpaid wages under any state or local law; (iv) any and all claims for violation of any state or local wage and hour law; (v) any and all waivable rights under the Constitution of the state in which Executive resides or performed work for GEO; (vi) any and all claims for wrongful discharge; (vii) any and all claims for damages of any kind whatsoever, including without limitation compensatory, punitive, treble, liquidated and/or consequential damages; (viii) any and all claims under any contract, whether express or implied, including, but not limited to, the Employment Agreement (with the exception of claims under Sections 7(C) and 7(D) of the Employment Agreement as set forth in the Amendment); (ix) any and all claims for unintentional or intentional torts, emotional distress and pain and suffering; (x) any and all claims for violation of any statutory or administrative rules, regulations, ordinances or codes; (xi) any and all claims for attorneys' fees, paralegals' fees, costs, disbursements, wages, leave, bonuses, benefits, vacation and/or the like, and (xii) any and all claims to any equity interest in **GEO** or any of its affiliates (except as set forth in this Agreement and in the Amendment). **Consultant** understands and agrees that this Release is binding on **Consultant** and on anyone who succeeds to **Consultant's** rights. **Consultant** further understands that this Release does not waive rights or claims that may arise after the date that this Agreement is signed by **Consultant** or rights or claims that cannot be waived as a matter of law (such as claims for unemployment compensation benefits and workers' compensation benefits).

12. **NON-INTERFERENCE.** Nothing in this Agreement shall interfere with **Consultant's** right to file a charge, cooperate or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), the Occupational Safety and Health Administration ("OSHA"), the Securities and Exchange Commission ("SEC") or any other federal, state or local governmental agency or commission ("Government Agencies"). Further, **Consultant** does not release the right to recover a bounty or reward from the SEC in connection with the disclosure of information associated with any investigation conducted by the SEC, if applicable. However, **Consultant** will not be entitled to recover and agrees to waive any monetary benefits or recovery against Releasees in connection with any such claim, without regard to who has brought such claim.
13. **NON-DISPARAGEMENT.** **Consultant** agrees and warrants that at no time in the future will **Consultant** make any statements (orally or in writing, including, without limitation, whether in fiction or nonfiction) or take any actions that in any way defame **GEO** or any of the other Releasees, or in any way, directly or indirectly, cause or encourage the making of such statements, or the taking of such actions, by anyone else, including, but not limited to, other

current or former employees of the Releasees (except as outlined in Section 12 above). Executive acknowledges that (except as outlined in Section 12 above) any incitement of others to defame the Releasees would constitute a material breach of this Agreement. In the event such a communication is made to anyone, including but not limited to, the media, public interest groups and publishing companies, it will be considered a material breach of the terms of this Agreement.

14. **BREACH OF RELEASE.** If **Consultant** pursues litigation in violation of Section 11, **GEO** and the Releasees shall be entitled their fees and costs incurred in defense, regardless of the outcome of litigation, for which a counterclaim may be brought.

15. **ENTIRE AGREEMENT**

With the exception of the post-termination covenants contained in the July 14, 2014 Senior Officer Employment Agreement between the Parties and the Amendment, which shall continue in full force and effect in accordance with their terms, this instrument contains the entire agreement between the parties hereto with respect to the transactions contemplated herein and may not be modified or amended except by the mutual written agreement of the parties.

Notwithstanding the terms of this Agreement, nothing in this Agreement shall reduce **Consultant's** rights to receive **Consultant's** benefits under the GEO Group, Inc. Senior Officer Retirement Plan (the "SORP") and Consultant's monthly retirement benefit under the SORP shall reflect and be consistent with the terms and conditions set forth in the letter from GEO to Consultant dated March 18, 2022. In addition, **Consultant's** 2022 annual performance award payable pursuant to the terms of the GEO Senior Management Performance Award Plan (the "**Performance Award Plan**") shall be paid to **Consultant** at the same time and in the same amount (and calculated using the same methodology (including any applicable multiplier)) as it would have been paid had **Consultant** remained employed with **GEO** at the time awards are paid to the other participants in the **Performance Award Plan**.

16. **CONSTRUCTION**

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. In the event of any litigation between the parties regarding or pertaining to this agreement, the exclusive venue for all such litigation shall be in West Palm Beach, Florida. The prevailing party in any litigation arising out of this Agreement shall be entitled to all available legal and equitable relief and shall be entitled to recover reasonable attorney's' fees and costs of litigation. The rights, responsibilities, and duties of the Parties and the covenants contained in this Agreement shall continue to bind the Parties and shall continue in full force and effect until each and every obligation of the Parties shall have been full performed.

17. **ASSIGNMENT**

Consultant may not assign **Consultant's** rights, duties and obligations hereunder without written consent of **GEO**, which consent shall not be unreasonably withheld. **GEO** may freely assign this Agreement to any purchaser of equity or assets and **Consultant** hereby consents to such assignment.

18. **SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The Parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a determination be made that the scope of any provision is too broad to be enforced as written, the Parties intend that the provision should be reformed to such narrower scope as it determines to be enforceable. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision will be severed from the remainder of this Agreement, and the remainder of this Agreement will be enforced.

In addition, the invalid, illegal, or unenforceable provision will be deemed to be automatically modified, and, as so modified, to be included in this Agreement, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under this Agreement by one Party to the other, the remaining provisions of this Agreement will also be modified to the extent necessary to equitably adjust the Parties' respective rights and obligations hereunder.

19. **WAIVER**

No waiver of any breach of this Agreement will be a waiver of any preceding or succeeding breach, and no waiver shall be effective unless in writing. No waiver of any right under this Agreement will be construed as a waiver of any other right. Failure of **GEO** to enforce or otherwise act with respect to any of its rights hereunder or with respect to any other independent contractor shall not be construed as a waiver, nor prevent **GEO** from thereafter enforcing strict compliance with any and all terms of this Agreement.

20. **COUNTERPARTS**

This agreement may be executed in two or more counterparts, each of which shall be considered one and the same instrument.

IN WITNESS WHEREOF, the undersigned authorized parties affix their signatures effective the date first written above.

CONSULTANT

/s/ Ann M. Schlarb

Ann M. Schlarb

SSN or FEIN

THE GEO GROUP, INC.

/s/ Jose Gordo

Jose Gordo

Chief Executive Officer