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8 UNITED STATES DISTRICT COURT
9 FOR THE CENTRAL DISTRICT OF CALIFORNIA
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11 MARTIN VARGAS, individually and
12 as Successor in Interest of the Estate
of Martin Vargas Arellano,

13 Plaintiff,

14 v.

15 UNITED STATES OF AMERICA,
16 THE GEO GROUP,
and WELLPATH L.L.C.,

17 Defendants.
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Case No. 5:23-cv-00380-JWH-SP

**ORDER REGARDING
PLAINTIFF'S MOTION FOR
PARTIAL SUMMARY JUDGMENT
[ECF No. 270] AND
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT [ECF
No. 271]**

1 Before the Court are two motions:

- 2 • the motion of Defendant GEO Group, Inc. for summary judgment on the
- 3 claims for relief asserted by Plaintiff Martin Vargas;¹ and
- 4 • Vargas's motion for partial summary judgment on the elements of duty
- 5 and breach in connection with his negligence claim.²

6 The Court conducted a hearing on the Motions in February 2026. After
7 considering the papers filed in support and in opposition,³ as well as the
8 argument of counsel during the hearing, the Court **DENIES** GEO Group's
9 Motion for summary judgment and **GRANTS in part** and **DENIES in part**
10 Vargas's Motion for summary judgment, for the reasons explained below.

11 I. BACKGROUND

12 A. Facts

13 This case arises from the death of Martin Vargas Arellano, an immigration
14 detainee who was in custody at the Immigration and Customs Enforcement
15 ("ICE") Adelanto Processing Center when he passed away. Plaintiff Martin
16 Vargas is Arellano's son.

17 1. GEO Group's Responsibilities

18 From 2019 to 2021, GEO Group was under contract to provide housing
19 services, guard and escort services, medical services, and space for ICE
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21 ¹ Def.'s Mot. for Summ. J. (the "GEO Group Motion") [ECF No. 271].

22 ² Pl.'s Mot. for Partial Summ. J. (the "Vargas Motion") [ECF No. 270].

23 ³ The Court considered the documents of record in this action, including
24 the following papers: (1) Third Am. Compl. (the "Amended Complaint") [ECF
25 No. 238]; (2) GEO Group Motion; (3) Vargas Motion; (4) Pl.'s Opp'n to the
26 GEO Group Motion (the "GEO Group Opposition") [ECF No. 284]; (5) Def.'s
27 Opp'n to the Vargas Motion (the "Vargas Opposition") [ECF No. 283];
28 (6) Def.'s Reply in Supp. of the GEO Group Motion (the "GEO Group Reply")
[ECF No. 286]; and (7) Pl.'s Reply in Supp. of the Vargas Motion (the "Vargas
Reply") [ECF No. 285].

1 employees at the Adelanto facility.⁴ GEO Group’s responsibilities included
2 sub-contracting for the provision of medical care for the detainees.⁵ Pursuant to
3 its contract with ICE, GEO Group committed to meet various quality standards,
4 including ICE’s Performance Based National Detention Standards and those
5 promulgated by the American Correctional Association.⁶ GEO Group was also
6 required to abide by ICE Pandemic Response Requirements (the “PRR”) and
7 Centers for Disease Control (“CDC”) guidance governing staff screening.⁷ To
8 meet those standards, the contract required GEO Group, among other things, to
9 establish its own written policies,⁸ to coordinate with local health authorities,⁹
10 and to submit to periodic audits performed by the Department of Homeland
11 Security.¹⁰

12 Specifically, the PRR required GEO Group to screen every staff member
13 who entered the Adelanto facility for COVID-19.¹¹ The PRR screening
14 procedures required GEO Group to deny entrance to any staff member who
15 displayed or reported having COVID-19 symptoms, such as an elevated
16 temperature.¹² With respect to asymptomatic staff members who had been
17 exposed to COVID-19, CDC guidance provided that entry was permissible if
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19 ⁴ Joint Statement of Undisputed Fact and Genuine Disputes (the “Joint
20 Statement”) [ECF Nos. 270-1 (sealed) & 282 (unsealed)] No. 333.

21 ⁵ *Id.* at No. 335.

22 ⁶ *Id.* at Nos. 336 & 341.

23 ⁷ *Id.* at Nos. 76-79, 82-84, & 100.

24 ⁸ *Id.* at No. 337.

25 ⁹ *Id.* at Nos. 175, 343, & 363.

26 ¹⁰ *Id.* at No. 359.

27 ¹¹ *Id.* at Nos. 76-78.

28 ¹² *Id.* at Nos. 80 & 82.

1 that staff member’s presence was “necessary to preserve the function of critical
2 infrastructure workplaces.”¹³

3 Additionally, GEO Group was required to comply with a court-ordered
4 preliminary injunction that directed it to undertake certain mitigation activities
5 at the Adelanto facility, including COVID-19 testing, population reduction,
6 personal protection equipment (“PPE”) use, and social distancing. *See Roman*
7 *v. Wolf*, 2020 WL 5797918, at *6-*7 (C.D. Cal. Sept. 29, 2020).

8 **2. Arellano’s Medical Conditions and Death**

9 Arellano—a noncitizen with chronic physical and mental illness¹⁴—was
10 detained in the Adelanto facility in 2020 during the COVID-19 pandemic. On
11 December 11, 2020, Arellano displayed symptoms of COVID-19, and he was
12 transferred to the emergency department at Victor Valley Medical Center.¹⁵
13 Arellano had taken a COVID-19 test the previous day, and on December 13,
14 2020, that test returned a positive result and Arellano was definitively diagnosed
15 with COVID-19.¹⁶ Arellano subsequently suffered medical complications and
16 maladies, including COVID-19-related pneumonia,¹⁷ hospitalization for
17 COVID-19,¹⁸ a fall in the Adelanto infirmary,¹⁹ a hemicraniectomy to relieve
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22 ¹³ *Id.* at No. 126.

23 ¹⁴ *Id.* at Nos. 522 & 523.

24 ¹⁵ *Id.* at Nos. 47-49.

25 ¹⁶ *Id.* at Nos. 46, 51, & 458.

26 ¹⁷ *Id.* at Nos. 50, 54, 57, & 64.

27 ¹⁸ *Id.* at No. 59.

28 ¹⁹ *Id.* at No. 67.

1 intracranial pressure,²⁰ and a stroke.²¹ Arellano died on March 8, 2021.²²

2 According to Arellano's death certificate, the conditions leading to his death
3 were stroke, brain edema, and aspiration pneumonia.²³

4 Shortly before Arellano contracted COVID-19, he was in close proximity
5 to many GEO Group employees and subcontractors, some of whom displayed
6 symptoms of COVID-19 or tested positive for COVID-19.²⁴ Through this
7 lawsuit, Vargas alleges that GEO Group failed to abide by the required standards
8 and guidelines, and, thus, GEO Group caused Arellano to contract COVID-19
9 and caused his death.

10 **B. Procedural History**

11 Vargas commenced this case in March 2023.²⁵ Vargas initially included
12 the United States, GEO Group, and Wellpath L.L.C. as Defendants, but in
13 February 2025 the parties stipulated to dismiss the United States.²⁶ GEO Group
14 and Wellpath Liquidating Trust²⁷ remain as Defendants. Vargas filed the
15 operative Amended Complaint in May 2025,²⁸ and Vargas and GEO Group filed
16 their respective Motions in November 2025.

17 ²⁰ *Id.* at Nos. 329 & 330.

18 ²¹ *Id.* at No. 74.

19 ²² *Id.* at Nos. 75 & 324.

20 ²³ *Id.* at Nos. 326-328.

21 ²⁴ *Id.* at Nos. 142, 395-404, & 512-515. While the parties dispute the
22 specifics of the interactions and the extent of the proximity, it is undisputed that
23 some GEO Group employees and subcontractors who worked at the facilities
24 where Arellano was housed displayed symptoms of, or tested positive for,
COVID-19.

25 ²⁵ Compl. [ECF No. 1].

26 ²⁶ Joint Stip. to Dismiss Def. United States of America [ECF No. 201].

27 ²⁷ *See* Ord. Granting Joint Req. to Substitute Party [ECF No. 291].

28 ²⁸ *See* Amended Complaint.

II. LEGAL STANDARD

Summary judgment is appropriate when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. *See* Fed. R. Civ. P. 56(a). When deciding a motion for summary judgment, the court construes the evidence in the light most favorable to the non-moving party. *See Barlow v. Ground*, 943 F.2d 1132, 1135 (9th Cir. 1991). However, “the mere existence of *some* alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment; the requirement is that there be no *genuine* issue of *material* fact.” *Anderson*, 477 U.S. at 247–48 (emphasis in original). The substantive law determines the facts that are material. *See id.* at 248. “Only disputes over facts that might affect the outcome of the suit under the governing law will properly preclude the entry of summary judgment.” *Id.* Factual disputes that are “irrelevant or unnecessary” are not counted. *Id.* A dispute about a material fact is “genuine” “if the evidence is such that a reasonable jury could return a verdict for the nonmoving party.” *Id.*

Under that standard, the moving party has the initial burden of informing the court of the basis for its motion and identifying the portions of the pleadings and the record that it believes demonstrate the absence of an issue of material fact. *See Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986). When the non-moving party bears the burden of proof at trial, the moving party need not produce evidence negating or disproving every essential element of the non-moving party’s case. *See id.* at 325. Instead, the moving party needs to prove only that there is an absence of evidence to support the nonmoving party’s case. *See id.*; *In re Oracle Corp. Sec. Litig.*, 627 F.3d 376, 387 (9th Cir. 2010). The party seeking summary judgment must show that “under the governing law, there can be but one reasonable conclusion as to the verdict.” *Anderson*, 477 U.S. at 250.

1 If the moving party sustains its burden, the non-moving party must then
2 show that there is a genuine issue of material fact that must be resolved at trial.
3 *See Celotex*, 477 U.S. at 324. A genuine issue of material fact exists “if the
4 evidence is such that a reasonable jury could return a verdict for the non-moving
5 party.” *Anderson*, 477 U.S. at 248. “This burden is not a light one. The
6 non-moving party must show more than the mere existence of a scintilla of
7 evidence.” *Oracle Corp. Sec. Litig.*, 627 F.3d at 387 (citing *Anderson*, 477 U.S. at
8 252). The non-moving party must make that showing on all matters placed at
9 issue by the motion as to which it has the burden of proof at trial. *See Celotex*,
10 477 U.S. at 322; *Anderson*, 477 U.S. at 252.

11 Furthermore, a party “may object that the material cited to support or
12 dispute a fact cannot be presented in a form that would be admissible in
13 evidence.” Fed. R. Civ. P. 56(c)(2). “The burden is on the proponent to show
14 that the material is admissible as presented or to explain the admissible form that
15 is anticipated.” Advisory Committee Notes, 2010 Amendment, to
16 Fed. R. Civ. P. 56. Reports and declarations in support of an opposition to
17 summary judgment may be considered only if they comply with Rule 56(c) of the
18 Federal Rules of Civil Procedure, which requires that they “be made on
19 personal knowledge, set forth facts that would be admissible evidence, and show
20 affirmatively that the declarant is competent to testify to the matters stated
21 therein.” *Nadler v. Nature’s Way Prod., LLC*, 2015 WL 12791504, at *1 (C.D.
22 Cal. Jan. 30, 2015); *see also Loomis v. Cornish*, 836 F.3d 991, 996–97 (9th Cir.
23 2016) (noting that hearsay statements do not enter into the analysis on summary
24 judgment).

III. ANALYSIS

A. The GEO Group Motion

1. PREP Act Immunity

GEO Group argues that it is immune from liability under the Public Readiness and Emergency Preparedness Act (the “PREP Act”). The PREP Act provides that “a covered person shall be immune from suit and liability under Federal and State law with respect to all claims for loss caused by, arising out of, relating to, or resulting from the administration to or the use by an individual of a covered countermeasure if a declaration under subsection (b) has been issued with respect to such countermeasure.” 42 U.S.C. § 247d-6d.

“On March 17, 2020, the Secretary [of Health and Human Services] issued a declaration announcing that COVID-19 ‘constitutes a public health emergency’ and that ‘immunity as prescribed in the PREP Act’ was ‘in effect’ for the ‘manufacture, testing, development, distribution, administration, and use of’ covered countermeasures. The Secretary broadly defined ‘covered countermeasures’ to include ‘any antiviral, any other drug, any biologic, any diagnostic, any other device, or any vaccine, used to treat, diagnose, cure, prevent, or mitigate COVID-19.’” *Maney v. Brown*, 91 F.4th 1296, 1298 (9th Cir. 2024) (citing Declaration Under the Public Readiness and Emergency Preparedness Act for Medical Countermeasures Against COVID-19, 85 Fed. Reg. 15198, 15201-02 (Mar. 17, 2020)). “Administration” covers both the “physical provision of the countermeasures to recipients” and “activities and decisions directly relating to management and operation of countermeasure programs.” *Id.* at 1301 (citation modified). In other words, PREP Act immunity for COVID-19 arises from the direct administration of covered countermeasures and policy-level decisions regarding covered countermeasure programs.

1 The issue here is whether the acts for which Vargas seeks to hold
2 GEO Group liable are policy-level decisions related to the administration of
3 covered countermeasures. The Court concludes that they are not.

4 GEO Group itself recognizes that Vargas alleges “negligent enforcement
5 of COVID-19 mitigation efforts.”²⁹ Vargas does not allege that Arellano
6 contracted COVID-19 *despite* GEO Group’s affirmative implementation of
7 countermeasures; rather, Vargas asserts that GEO Group failed to comply with
8 applicable countermeasures and, thus, caused Arellano’s death.

9 The PREP Act does not immunize the *negligent* administration of covered
10 countermeasures—it covers affirmative decisions related to the administration
11 of covered countermeasures. *See Est. of McCaleb v. AG Lynwood, LLC*, 2021
12 WL 911951, at *5 (C.D. Cal. Mar. 1, 2021) (concluding that the PREP Act did
13 not apply to confer subject matter jurisdiction because the case involved “claims
14 of negligence . . . rather than conscious decision-making about covered
15 countermeasures”). In contrast, in *Maney*, the Ninth Circuit held that the
16 *affirmative* decision to prioritize distributing COVID-19 vaccines to corrections
17 officers and others, over inmates, was covered by the PREP Act, and, therefore,
18 it immunized those decisionmakers. *See Maney*, 91 F.4th at 1300. Vargas’s
19 claims arise from alleged negligence, not the “administration” of any covered
20 countermeasure, so GEO Group is not covered by the PREP Act.

21 The Court also concludes that GEO Group has not identified any causal
22 connection between a covered countermeasure and Vargas’s claims. “[D]istrict
23 courts in the Ninth Circuit have held that infection control measures are not
24 ‘covered countermeasures’ under the PREP Act.” *Garcia v. Welltower OpCo*
25 *Grp. LLC*, 2023 WL 8047821, at *5 (C.D. Cal. Nov. 15, 2023) (collecting cases).
26 The Court agrees with those district courts and concludes that the standards,
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28 ²⁹ GEO Group Motion 16:8-9.

1 policies, and guidelines are not themselves covered countermeasures.
2 COVID-19 vaccines, COVID-19 tests, and the PPE involved in infection control
3 measures may qualify as covered countermeasures. However, Vargas's theory
4 of the case does not rely upon a causal connection between the administration of
5 any of those countermeasures and Arellano's death. "It is not enough that some
6 countermeasure's use could be described as relating to the events underpinning
7 the claim in some broad sense." *Hampton v. California*, 83 F.4th 754, 764 (9th
8 Cir. 2023).

9 Accordingly, the Court concludes that PREP Act immunity does not
10 apply to bar Vargas's claims against GEO Group.³⁰

11 2. Negligence Causation

12 GEO Group asserts that the Court should enter summary judgment in its
13 favor with respect to Vargas's negligence-based claims because there are no
14 facts from which a jury could find a causal connection between GEO Group's
15 alleged breach and Arellano's injury. Vargas responds that because it is
16 undisputed that (1) GEO Group was responsible for staffing and screening at the
17 facility in which Arellano contracted COVID-19; and (2) at least two infected
18 GEO Group employees were in the medical unit around the time of the
19 Arellano's infection, a reasonable finder of fact could find causation.³¹ The
20 Court agrees with Vargas.

22 ³⁰ PREP Act immunity is an affirmative defense, but GEO Group did not
23 plead that defense in its Answer. *See* Def.'s Answer [ECF No. 32].
24 Accordingly, the Court concludes that even if the PREP Act did apply,
25 GEO Group waived that affirmative defense, and Vargas suffered prejudice
26 because it could not conduct appropriate discovery in 2023, when GEO Group
27 filed its answer. *See In re Adbox, Inc.*, 488 F.3d 836, 841 (9th Cir. 2007) ("[A]
28 defendant's failure to raise an 'affirmative defense' in his answer effects a
waiver of that defense." (citing Fed. R. Civ. P. 8(a) & (c))).

³¹ GEO Group Opposition 19:14-20:4.

1 Under California law, Vargas need not establish that GEO Group's
2 conduct was the sole cause of Arellano's injury. Instead, it is enough if
3 GEO Group's acts were a substantial factor in causing his injury. *See Vickers v.*
4 *United States*, 228 F.3d 944, 954 (9th Cir. 2000) ("[I]f the question whether
5 'the actor's conduct [was] a substantial factor in bringing about the plaintiff's
6 harm' is 'open to reasonable difference of opinion,' summary judgment [i]s
7 improper." (quoting *Constance B. v. State of California*, 178 Cal. App. 3d 200,
8 210 (1986))). Here, there are sufficient facts that a reasonable jury could
9 conclude that GEO Group's acts were a substantial factor in bringing about
10 Vargas's injury.³²

11 GEO Group also argues that Arellano's stroke was "inevitable,"³³ but
12 that too is a disputed question of fact for the jury to decide. Accordingly, the
13 Court **DENIES** GEO Group's Motion with respect to causation.

14 **3. Retroactivity of Cal. Gov't Code § 7320**

15 GEO Group contends that Vargas's claim under Cal. Gov't Code § 7320
16 is barred by California's presumption against retroactivity. That statute took
17 effect on January 1, 2021, and Vargas contracted COVID-19 on or before
18 December 10, 2020. Under California law, there is a presumption against
19 retroactivity; however, that presumption does not apply when the statute does
20 not create a new cause of action. *See USS-Posco Indus. v. Case*, 244
21 Cal. App. 4th 197, 217, 221 (2016).

22 Subdivision (c) of the statute provides that "[i]f a private detention
23 facility operator, or agent of a private detention facility, or person acting on
24 behalf of a detention facility operator, commits a tortious action which violates
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26 ³² *See, e.g.*, Joint Statement Nos. 33, 36-53, 87-90, 142, 209-230, 395-404, &
27 512-515.

28 ³³ GEO Group Motion 19:16-17.

1 subdivision (a), an individual who has been injured by that tortious action may
2 bring a civil action for relief. In civil actions brought pursuant to this section, the
3 court, in its discretion, may award the prevailing plaintiff reasonable attorney's
4 fees and costs, including expert witness fees." Cal. Gov't Code § 7320(c).
5 Subdivision (a) provides that "[a]ny private detention facility operator shall
6 comply with, and adhere to, the detention standards of care and confinement
7 agreed upon in the facility's contract for operations." *Id.* at § 7320(a).

8 Because subdivision (c) requires a "tortious action" and subdivision (a)
9 grounds the cause of action in contract, it does not create a new cause of action
10 or new liability—the effect of the statute is merely to shift fees. And because
11 California law establishes that such procedural statutes are not subject to the
12 presumption against retroactivity, *see USS-Posco Indus.*, 244 Cal. App. 4th at
13 217, 221, Vargas's claim under Cal. Gov't Code § 7320 is not barred by the
14 presumption against retroactivity.

15 GEO Group replies to Vargas's response by referencing the legislative
16 history of the statute and contending that the "statute was obviously not created
17 as a fee shifting vehicle, even if it did allow for recovery of attorney fees and
18 costs by a prevailing plaintiff."³⁴ But an argument about the statute's purpose
19 does not disturb the Court's conclusion that the *effect* of the statute was not to
20 create new rights or liabilities. Accordingly, the Court **DENIES** GEO Group's
21 Motion with respect to Vargas's claim under Cal. Gov't Code § 7320.

22 4. Wrongful Death Damages

23 GEO Group maintains that Vargas cannot establish wrongful death
24 damages because his only damages are for grief and sorrow, which are not
25 recoverable under a wrongful death theory. "A plaintiff in a wrongful death
26 action is entitled to recover damages for his or her pecuniary loss, 'which may
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28 ³⁴ GEO Group Reply 9:3-5.

1 include (1) the loss of the decedent’s financial support, services, training and
2 advice, and (2) the pecuniary value of the decedent’s society and
3 companionship.’ However, the plaintiff may not recover for the grief or sorrow
4 attendant upon the death of a loved one, or for his or her sad emotions and for
5 the sentimental value of the loss.” *Fernandez v. Jimenez*, 40 Cal. App. 5th 482,
6 489 (2019) (citing *Nelson v. County of Los Angeles*, 113 Cal. App. 4th 783, 793
7 (2003)).

8 Vargas seeks damages for the loss of the pecuniary value of Arellano’s
9 society and companionship, and there are sufficient facts in the record to create
10 a genuine dispute regarding Vargas’s entitlement to such damages.³⁵
11 Accordingly, the Court **DENIES** GEO Group’s Motion with respect to
12 Vargas’s wrongful death claim.

13 5. Punitive Damages

14 Finally, GEO Group asserts that Vargas’s request for punitive damages
15 must fail because there are insufficient facts to support a finding that any of
16 GEO Group’s officers, directors, or managing agents authorized or ratified
17 conduct constituting oppression, fraud, or malice. To succeed on a motion for
18 summary judgment with respect to punitive damages, the moving party “has the
19 initial burden of production to make a *prima facie* showing of the nonexistence of
20 any triable issue of material fact.” *Sullivan v. Ashley Furniture Indus., Inc.*, 2022
21 WL 9680392, at *13 (C.D. Cal. Oct. 13, 2022). Here, GEO Group fails to carry
22 that burden, and the Court concludes that genuine disputes of material facts
23 remain as to punitive damages. For instance, the facts regarding the actions of
24 the facility administrator, James Janecka,³⁶ are sufficient to create a genuine
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27 ³⁵ See Joint Statement Nos. 291-296 & 459-461.

28 ³⁶ *Id.* at Nos. 13, 77, 80, 162, 163, 508, & 517.

1 dispute regarding Vargas's entitlement to punitive damages. Accordingly, the
2 Court **DENIES** GEO Group's Motion with respect to punitive damages.

3 **B. The Vargas Motion**

4 Vargas argues in his Motion that the Court should grant summary
5 judgment in his favor on the issues of duty and breach on his negligence claims.
6 GEO Group concedes that it owed Arellano "a duty—under its contract with
7 [ICE]—to provide for the safety and security of individuals detained by ICE and
8 in GEO's custody pending immigration removal proceedings."³⁷ Accordingly,
9 the Court **GRANTS** Vargas's Motion with respect to whether GEO Group
10 owed Arellano a duty of care.

11 With respect to breach, however, the Court concludes that triable issues
12 preclude summary judgment in Vargas's favor. Vargas argues that because
13 GEO Group repeatedly violated mandatory COVID safeguards—including
14 failing to conduct proper COVID-19 staff screening and allowing exposed,
15 symptomatic, and quarantined staff members to enter facilities—no reasonable
16 jury could conclude that GEO Group met its duty of care to Vargas.³⁸
17 GEO Group responds that a reasonable jury could conclude that GEO Group's
18 promulgation and implementation of COVID-19-related customs and policies
19 were compliant with its duty to Arellano. The Court agrees with GEO Group.
20 Whether GEO Group's actions breached the duty that it owed to Arellano is a
21 question for the jury. The undisputed facts that GEO Group allowed
22 symptomatic staff members into the Adelanto facility at least 47 times³⁹ and that
23 at least one asymptomatic staff member had close contact with Arellano⁴⁰ are
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25 ³⁷ Vargas Opposition 6:11-14.

26 ³⁸ Vargas Motion 19:1-22.

27 ³⁹ Vargas Opposition 12:24-13:2.

28 ⁴⁰ *Id.* at 15:6-9.

1 not sufficient to establish breach at the summary judgment stage. Accordingly,
2 the Court **DENIES** Vargas's Motion with respect to breach.

3 **IV. DISPOSITION**

4 For the foregoing reasons, the Court hereby **ORDERS** as follows:

5 1. GEO Group's Motion for summary judgment [ECF No. 271] is
6 **DENIED**.

7 2. Vargas's Motion for partial summary judgment [ECF No. 270] is
8 **GRANTED in part** and **DENIED in part**. Specifically:

9 a. Vargas's Motion is **GRANTED** to the extent that Vargas
10 seeks an adjudication that GEO Group owed a duty of care to Arellano;
11 and

12 b. Vargas's Motion is otherwise **DENIED**.

13 **IT IS SO ORDERED.**

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15 Dated: August 17, 2026

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17 _____
18 John W. Holcomb
19 UNITED STATES DISTRICT JUDGE
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