

1 Will Thompson (Cal. Bar. No. 289012)
wthompson@burnscharest.com
2 Warren Burns (*pro hac vice* to be filed)
wburns@burnscharest.com
3 BURNS CHAREST LLP
900 Jackson St., Suite 500
4 Dallas, Texas 75202
Telephone: (469) 904-4550
5 Facsimile: (469) 444-5002

6 Korey A. Nelson (*pro hac vice* to be filed)
knelson@burnscharest.com
7 Lydia A. Wright (*pro hac vice* to be filed)
lwright@burnscharest.com
8 BURNS CHAREST LLP
365 Canal Street, Suite 1170
9 New Orleans, LA 70130
Telephone: (504) 799-2845
10 Facsimile: (504) 881-1765

11 R. Andrew Free (*pro hac vice* to be filed)
andrew@immigrantcivilrights.com
12 LAW OFFICE OF R. ANDREW FREE
P.O. Box 90568
13 Nashville, TN 37209
Telephone: (844) 321-3221
14 Facsimile: (615) 829-8959

15 Attorneys for Plaintiff Raul Novoa

16 **UNITED STATES DISTRICT COURT**
17 **CENTRAL DISTRICT OF CALIFORNIA**
18 **EASTERN DIVISION**

19 **RAUL NOVOA**, individually and on behalf of
all others similarly situated,

20 Plaintiff,

21 v.

22 **THE GEO GROUP, INC.**,

23 Defendant.

Civil Action No. 5:17-cv-02514

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF AND
DAMAGES**

CLASS ACTION

24
25
26
27
28

PRELIMINARY STATEMENT

1
2 1. This action arises from systematic and unlawful wage theft, unjust enrichment, and
3 forced labor at the nation’s deadliest civil immigration detention facility—California’s Adelanto
4 Detention Center (the “Adelanto Facility” or the “Facility”).

5 2. The Adelanto Facility is a civil immigration detention facility owned and operated for
6 profit by Defendant The GEO Group, Inc. (“GEO”).

7 3. GEO is a multibillion-dollar corporation that owns and operates detention facilities
8 around the world. GEO has made tens of millions of dollars in profits from its contract to run the
9 Adelanto Facility.

10 4. Although it is contractually required to provide for all essential detention services at
11 the Facility, GEO uses the nearly-free labor of detainees to perform these services in order to
12 maximize profits.

13 5. GEO pays detainees just \$1 per day to maintain and operate the Facility.

14 6. This labor is not voluntary in any meaningful sense. GEO maintains a corporate
15 policy and uniform practice at the Adelanto Facility of withholding necessary care from its detainees
16 to ensure a ready supply of available labor needed to operate the Facility. As a result, detainees are
17 forced to submit to GEO’s \$1 per day scheme in order to buy the basic necessities – including food,
18 water, and hygiene products – that GEO refuses to provide for them.

19 7. GEO maintains a corporate policy and uniform practice at the Adelanto Facility of
20 threatening detainees who refuse to work with disciplinary segregation or solitary confinement,
21 reporting their actions to the United States Immigration and Customs Enforcement (“ICE”), or
22 referring them for criminal prosecution. These abusive practices and threats of abuse ensure that
23 detainees will continue working for subminimum wages.

24 8. GEO significantly reduces its labor costs and expenses, and increases its already vast
25 profits, by unlawfully forcing and coercing detainees to perform labor at subminimum wages. These
26 policies and practices violate California minimum wage law, the California Unfair Competition Law,
27 and federal and state Trafficking Victims Protection Acts, which prohibit forced labor.
28

1 **FACTUAL ALLEGATIONS**

2 **A. Immigration detention is civil—not criminal.**

3 17. Each year, hundreds of thousands of individuals are detained in geographically
4 isolated immigration detention facilities while awaiting immigration or citizenship status
5 determinations. These detainees include U.S. citizens, lawful permanent residents (green card
6 holders) with longstanding family and community ties, survivors of torture, asylum seekers, victims
7 of human trafficking, children, and pregnant women.

8 18. Some detainees, like Mr. Novoa, were brought to the United States as children. And
9 thousands ultimately have their United States citizenship or legal residency affirmed by an
10 immigration court or federal judge.

11 19. Immigration violations are civil violations, and immigration detention is civil in
12 nature.¹ Many detainees have no criminal history at all.

13 20. Notwithstanding immigration detention’s civil nature and purpose, detainees are
14 often subjected to prison-like conditions. According to Dora Schriro, former head of ICE’s Office of
15 Detention Policy and Planning, most detainees are held – systematically and unnecessarily – under
16 circumstances inappropriate for immigration detention’s noncriminal purposes.² Detainees are
17 frequently subjected to punitive and long-term solitary confinement, inadequate medical care, sexual
18 and physical assault, and other harsh conditions of confinement, all without a conviction.

19 21. Many detainees submit to deportation simply to obtain release from these intolerable
20 conditions, even when they have valid claims to remain in the United States, including claims to
21 asylum or other discretionary relief.

22 **B. The privatization of immigration detention and GEO’s economic windfall.**

23 22. Immigration detention expanded roughly eightfold over the past two decades, from a
24 capacity of 5,532 detention beds in 1994³ to a current capacity of over 41,000.⁴

25 ¹ See *Fong Yue Ting v. United States*, 149 U.S. 698, 728–30 (1893) (observing that deportation proceedings have “all the
26 elements of a civil case” and are “in no proper sense a trial or sentence for a crime or offense”).

² Dora Schriro, U.S. Dep’t of Homeland Sec., *Immigration Detention Overview and Recommendations* 10, 15 (2009).

³ Sharita Gruberg, *How For-Profit Companies are Driving Immigration Detention Policies*, Center for American
27 Progress (Dec. 18, 2015), *available at*
28 <https://www.americanprogress.org/issues/immigration/reports/2015/12/18/127769/how-for-profit-companies-are-driving-immigration-detention-policies/>

1 23. During the same period, GEO and other private prison corporates have spent tens of
2 millions of dollars on lobbying efforts.⁵

3 24. As immigration detention has expanded, private prison corporations, particularly
4 GEO, have gained an increasing share of the contracts for new detention beds.⁶

5 25. Contracts with ICE accounted for 23.1% of GEO's revenues in 2016, up from 17.7%
6 in 2015.⁷ GEO officials expect these lucrative ICE contracts to account for a significant percentage
7 of the corporation's ongoing revenues.⁸

8 26. GEO's 2016 revenues were over \$2 billion, and its stock is publicly traded on the
9 New York Stock Exchange.

10 27. GEO's economic windfall, and the profitability of its immigration detention
11 enterprise, arises from its policy of systemically withholding necessary care from detainees to ensure a
12 readily available, captive labor force that cleans, maintains, and operates its facilities for sub-minimal
13 wages under threat of solitary confinement and abuse of legal process. Without this nearly free
14 detainee labor, GEO's windfall from immigrant detention would be substantially decreased.

15 **C. GEO withholds necessary care from detainees at the Adelanto Facility.**

16 28. Since 2011, GEO has contracted with ICE to operate the Adelanto Facility, which is
17 a 1,940-bed immigration detention facility in Adelanto, California. More than 73,000 detainees have
18 passed through the Facility.

19 29. The Adelanto Facility is notorious for its poor treatment of detainees.

20 30. For example, in November 2011, shortly after the Adelanto Facility opened, an ICE
21 annual review found that the facility's "medical officials were not conducting detainee health
22

23
24 ⁴ Jenny Jarvie, "This industry stands to benefit from Trump's crackdown on the border," Los Angeles Times (Feb. 14, 2017) available at <http://www.latimes.com/nation/la-na-immigrant-detention-20170214-story.html>;

25 ⁵ Michael Cohen, How for-profit prisons have become the biggest lobby no one is talking about, Washington Post (Apr. 28, 2015), available at https://www.washingtonpost.com/posteverything/wp/2015/04/28/how-for-profit-prisons-have-become-the-biggest-lobby-no-one-is-talking-about/?utm_term=.25de04ae71f9

26 ⁶ Bethany Carson & Eleana Diaz, Payoff: How Congress Ensures Private Prison Profit with an Immigrant Detention Quota, Grassroots Leadership (Apr. 2015) at 4, Chart 1-A^A, available at https://grassrootsleadership.org/sites/default/files/reports/quota_report_final_digital.pdf

27 ⁷ The GEO Group, Inc., 2017 10-K form at 36, available at <http://www.snl.com/Cache/c38242453.html>.

28 ⁸ *Id.*

1 appraisals within 14 days of arrival, and registered nurses were performing health assessments”
2 without proper training or certification.⁹

3 31. Ten months later, ICE’s Office of Detention Oversight found that Adelanto Facility
4 officials often delay responding to detainee requests for medical care and fail to promptly review
5 medical records.¹⁰ That report also said that the death of a detainee in March 2012 resulted from
6 “egregious errors” by medical staff and could have been prevented.

7 32. In 2014, the Office of Detention Oversight found the Adelanto Facility deficient in
8 26 competency areas, including 16 related to the facility’s efforts to prevent and intervene in sexual
9 abuse.¹¹

10 33. In 2015, more than two dozen members of Congress wrote a letter to the U.S. Justice
11 Department and ICE officials expressing concerns about reports of medical neglect at the Facility.¹²
12 That same year, 26 detainees resorted to a two-week hunger strike to protest GEO’s failure to
13 provide adequate care there.¹³

14 34. The Adelanto Facility was called “the deadliest detention center of 2017” by
15 immigrant rights activists because more detainees died there than in any other detention center in the
16 United States that year.¹⁴

17 35. A peer-reviewed study released in 2017 found that detainees held six months or more
18 in the Adelanto Facility experienced lower likelihoods of receiving any in-person visitation with their
19 children as well as fewer total visits.¹⁵

20
21 ⁹ https://www.ice.gov/doclib/foia/odo-compliance-inspections/adelantoCorrectionalFac_Adelanto-CA-Sept_18-20-2012.pdf

22 ¹⁰ *Id.*

23 ¹¹ U.S. Immigration and Customs Enforcement, Office of Professional Responsibility, Office of Oversight Detention, “Compliance Inspection,” (July 2014), available at <https://www.ice.gov/doclib/foia/odo-compliance-inspections/2014AdelantoJuly.pdf>

24 ¹² Kate Linthicum, “Citing neglect, lawmakers urge halt to migrant detention center expansion,” Los Angeles Times (July 14, 2015), available at <http://beta.latimes.com/local/lanow/la-me-ln-adelanto-immigrant-detention-20150713-story.html>

25 ¹³ Kate Linthicum, “Immigrants end hunger strike at Adelanto detention facility,” Los Angeles Times (Nov. 16, 2015), available at <http://beta.latimes.com/local/lanow/la-me-ln-adelanto-hunger-strike-ends-20151116-story.html>

26 ¹⁴ Detention Watch Network, “Third Death in Immigration Detention Makes the Adelanto Detention Center the Deadliest Facility in 2017,” (June 2, 2017), available at <https://www.detentionwatchnetwork.org/pressroom/releases/2017/third-death-immigration-detention-makes-adelanto-detention-center-deadliest>

27 ¹⁵ Caitlin Patler and Nicolas Branic, “Patterns of Family Visitation During Immigration Detention,” RSF: The Russell Sage Foundation Journal of the Social Sciences, vol. 3 no. 4 18-36 (July 2017) available at <http://www.rsffournal.org/doi/pdf/10.7758/RSF.2017.3.4.02>

1 36. Despite this track record, GEO maintains a corporate policy and uniform practice of
2 withholding sufficient food, water, and hygiene products from the detainees at the Adelanto Facility.
3 As a result, detainees are forced to either purchase these daily necessities from the Facility’s
4 commissary, or go without.

5 37. By maintaining these harsh conditions and purposely withholding basic necessities
6 from detainees, GEO ensures an available labor pool of detainees will work for only \$1 per day, thus
7 allowing it to continue operating the Adelanto Facility at an enormous profit.

8 **D. GEO uses detainees to clean, maintain, and operate the Adelanto Facility.**

9 38. Through its so-called Voluntary Work Program (the “Work Program”), GEO hires
10 detainees to perform work that directly contributes to institutional operations, at a rate of \$1 per
11 day.¹⁶

12 39. Despite its name, the Work Program is not “voluntary.” Instead, GEO maintains a
13 corporate policy and uniform practice at the Adelanto Facility of withholding necessary care from its
14 detainees. As a result, detainees are forced to submit to GEO’s \$1 per day scheme in order to buy
15 necessities – including food, water, and hygiene products – that GEO refuses to provide for them.

16 40. Further, GEO maintains a corporate policy and uniform practice at the Facility of
17 threatening to place those who refuse to work into solitary confinement. These conditions, policies,
18 and practices ensure that detainees continue working for subminimum wages.

19 41. In the Work Program, detainees are required to work according to an assigned work
20 schedule and to participate in work-related training. At all times, GEO controls detainees’ wages,
21 hours, and working conditions.

22 42. GEO provides all necessary personal protection equipment and work uniforms. For
23 example, kitchen workers are provided with and required to wear a white top/bottom uniform with a
24 white apron, rubberized work boots, beard guards and hairnets, and freezer jackets and gloves as
25 needed.

26
27
28 ¹⁶ *Id.*

1 43. GEO records the hours detainees work and periodically credits wages to their
2 accounts.

3 44. The detainee workers are “employees,” and GEO is an “employer” under California’s
4 minimum wage laws.

5 45. GEO informs all detainees entering the Adelanto Facility that the following work
6 assignments may be available through the Work Program:

- 7 a. Intake
- 8 b. Kitchen Worker
- 9 c. Recreation
- 10 d. Library
- 11 e. Barber
- 12 f. Laundry
- 13 g. Living area clean-up/janitorial
- 14 h. Evening workers (facility janitorial)
- 15 i. Maintenance

16 46. In the course of their labor and employment by GEO, detainees employed in the
17 Work Program performed a wide range of work, including but not limited to:

- 18 a. Scrubbing bathrooms, showers, toilets, and windows;
- 19 b. Cleaning and maintaining GEO’s on-site medical facility;
- 20 c. Cleaning patient rooms and medical staff offices;
- 21 d. Sweeping, mopping, stripping, and waxing floors throughout the facility;
- 22 e. Washing detainee laundry;
- 23 f. Preparing, cooking, and serving detainee meals;
- 24 g. Washing dishes;
- 25 h. Cleaning the kitchen and cafeteria before and after detainee meals;
- 26 i. Performing clerical work for GEO;
- 27 j. Running and managing the law library;
- 28 k. Providing barber services to detainees;

1 l. Cleaning intake areas and solitary confinement units; and

2 m. Cleaning and maintaining recreational areas.

3 47. The Work Program allows GEO to avoid recruiting from the traditional labor
4 market, complying with the terms of its union contracts, and paying all costs associated with
5 potential, current, and former employment relationships, thereby reducing operational costs and
6 increasing its own profits.

7 48. GEO does not pay and has not paid detainees the state minimum wage – currently,
8 \$10.50 per hour – for the hours they worked at the Adelanto Facility.

9 49. GEO's contract with ICE requires GEO to comply with all federal, state, and local
10 laws.

11 50. No clause in GEO's contract with ICE or any rule or standard incorporated by
12 reference into the contract requires GEO to maximize its profits by paying detainees sub-minimum
13 wages.

14 51. GEO's pay policies violate California's minimum wage laws.

15 **E. Plaintiff Novoa's employment at the Adelanto Facility**

16 52. Mr. Novoa is citizen of Mexico and a legal permanent resident of the United States.
17 He has lived in Los Angeles since age four.

18 53. Mr. Novoa is employed by a commercial construction company to complete roofing,
19 tiling, drywalling, and framing projects. He currently earns \$15.65 per hour.

20 54. Mr. Novoa was detained at the Adelanto Facility from June 2012 through February
21 2015.

22 55. Mr. Novoa has performed work for GEO at the Adelanto Facility and was not paid
23 the state minimum wage for the work he has performed.

24 56. As a janitor, Mr. Novoa worked in a five-person crew to clean windows, floors,
25 showers, bathrooms, and communal areas in the Facility. He worked four-hour shifts, up to seven
26 days per week. He used cleaning supplies and equipment provided by GEO.

27
28

1 57. As a barber, Mr. Novoa provided haircutting services to other detainees. He worked
2 up to 10 hours per day, seven days per week. He used barber supplies and equipment provided by
3 GEO.

4 58. In return for this labor, Mr. Novoa was paid \$1 per day, regardless of the number of
5 hours he worked. GEO credited these wages to Mr. Novoa's commissary account.

6 59. Mr. Novoa spent his wages on food, bottled water, and hygiene products from the
7 Adelanto Facility commissary, among other necessities.

8 60. Officers at the Adelanto Facility threatened to put Mr. Novoa in disciplinary
9 segregation, *i.e.*, solitary confinement, if Mr. Novoa stopped working or encouraged other detainees
10 to stop working.

11 61. If given a meaningful choice, Mr. Novoa would not have worked for \$1 per day.

12 62. GEO falsely led Mr. Novoa to believe the corporation could not pay him more than
13 \$1 per day, despite the fact that it does so as a matter of course at several of its other immigration
14 detention facilities.

15 63. GEO retained the value of Mr. Novoa's labor by realizing this value as corporate
16 profits, rather than using it to provide for safer, more humane living conditions for detainees at the
17 Adelanto Facility.

18 **CLASS ACTION ALLEGATIONS**

19 64. Plaintiff brings this lawsuit as a class action on behalf of himself, and all others
20 similarly situated as members of the proposed classes, under Federal Rules of Civil Procedure 23(a)
21 and (b)(3). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and
22 superiority requirements of those provisions.

23 **A. Class Definition**

24 65. Plaintiff seeks to certify the following class: All civil immigration detainees who
25 performed work for GEO at the Adelanto Detention Center in the Work Program since GEO
26 assumed responsibility for the Facility in May 2011.
27
28

1 66. Excluded from the definition are the defendants, their officers, directors,
2 management, employees, subsidiaries, and affiliates, and all federal governmental entities. Plaintiff
3 reserves the right to revise the Class Definition based upon information learned through discovery.

4 **B. Class Certification Requirements under Rule 23**

5 67. **Numerosity: Rule 23(a)(1).** Each class is so numerous that joinder of all members
6 is impracticable. Plaintiff does not know the exact size of the class since that information is within
7 the control of GEO. However, upon information and belief, Plaintiff alleges that the number of class
8 members is numbered in the thousands. Membership in the class is readily ascertainable from GEO's
9 detention and employment records.

10 68. **Commonality and Predominance: Rules 23(a)(2) and 23(b)(3).** There are
11 numerous questions of law or fact common to the Class, and those issues predominate over any
12 question affecting only individual class members. The common legal and factual issues include the
13 following:

- 14 a. Whether Plaintiff and the Class Members were entitled to the protections of the
15 California Minimum Wage Order;
- 16 b. Whether Plaintiff and the Class Members performed compensable work;
- 17 c. Whether Plaintiff and the Class Members were paid \$1 per day for their labor;
- 18 d. Whether GEO engaged in conduct that violated California law – including the
19 California Minimum Wage Order, the California Unfair Competition Law, and
20 the California Trafficking Victims Protection Act;
- 21 e. Whether GEO engaged in conduct that violated the federal Trafficking Victims
22 Protection Act;
- 23 f. Whether Plaintiff and the Class Members are entitled to equitable relief, including
24 injunctive and declaratory relief; and
- 25 g. Whether Plaintiff and the Class members are entitled to damages and other
26 monetary relief and, if so, in what amount.

27 69. **Typicality: Rule 23(a)(3).** The claims asserted by Plaintiff is typical of the claims of
28 the Class, in that the representative plaintiff, like all Class Members, was paid subminimum wages

1 while employed by GEO at the Adelanto Facility. Each member of the proposed Class has been
2 similarly injured financially by GEO's misconduct.

3 70. **Adequacy: Rule 23(a)(4).** Plaintiff will fairly and adequately protect the interests of
4 the Class. Plaintiff has retained attorneys experienced in class and complex litigation, including wage
5 and hour class action litigation. Plaintiff intends to vigorously prosecute this litigation. Neither
6 Plaintiff nor his counsel have interests that conflict with the interests of the other class members.

7 71. **Superiority: Rules 23(b)(3).** Plaintiff and the Class Members have all suffered and
8 will continue to suffer harm and damages as a result of GEO's wrongful conduct. A class action is
9 superior to other available methods for the fair and efficient adjudication of the controversy.
10 Treatment as a class action will permit a large number of similarly situated persons to adjudicate their
11 common claims in a single forum simultaneously, efficiently, and without the duplication of effort
12 and expense that numerous individual actions would engender. Class treatment will also permit the
13 adjudication of claims by many members of the proposed class who could not individually afford to
14 litigate a claim such as is asserted in this complaint. This class action likely presents no difficulties in
15 management that would preclude maintenance as a class action.

16 CAUSES OF ACTION

17 COUNT I 18 **CALIFORNIA MINIMUM WAGE LAW** 19 **Cal. Labor Code §§ 1194, 1197, 1197.1**

20 72. Plaintiff realleges and incorporate by reference herein all allegations above.

21 73. The California Legislature set the following minimum wages for 2011-2017:¹⁷

22 January 1, 2017	\$10.50 for employers with 26 employees or more
23 January 1, 2014	\$9.00
24 January 1, 2008	\$8.00

25 74. The minimum wage is an obligation of the employer and cannot be waived by any
26 agreement.

27 75. Detainees at the Adelanto Facility do not forfeit their rights to wage protections.

28 ¹⁷ See <http://www.dir.ca.gov/iwc/MinimumWageHistory.htm/>; https://www.dir.ca.gov/dlse/faq_minimumwage.htm

1 76. Employees protected by California’s minimum wage laws must be paid at least the set
2 hourly minimum wage.

3 77. Detainees at the Adelanto Facility who participate in the Work Program qualify as
4 employees of GEO under California law.

5 78. GEO qualifies as an employer under California law.

6 79. Labor in the immigration detention context is not intended as a punitive measure.

7 80. GEO does not compensate detainees the state minimum wage for the work they
8 performed at the Adelanto Facility. Instead, GEO pays detainees \$1 per day for work they perform at
9 its facility.

10 81. Plaintiffs seek to recover, on their own behalf and on behalf of all others similarly
situated, unpaid minimum wages and costs of this suit.

11 **COUNT II**
12 **UNJUST ENRICHMENT**
13 **California Common Law**

14 82. Plaintiff realleges and incorporates by reference herein all allegations above.

15 83. GEO materially and significantly reduced its labor costs and expenses, and increased
16 its profits, because Plaintiff and Class Members perform undercompensated labor.

17 84. Plaintiff and Class Members conferred non-gratuitous benefits upon GEO by
18 performing work for \$1 per day, for which GEO would otherwise have had to pay at least the
19 applicable minimum wage or more, thereby significantly and materially increasing GEO’s profits,
20 unjustly enriching GEO at the expense of and detriment to Plaintiff and Class Members.

21 85. GEO’s retention of any benefit collected directly and indirectly from this
22 uncompensated labor violated principles of justice, equity, and good conscience.

23 86. As a direct and proximate result of GEO’s forced labor practices, Plaintiff and Class
24 Members have suffered concrete harm and injury, including physical and emotional injury, monetary
25 loss, and the unlawful violation of their rights.

26 87. Plaintiff and Class Members are entitled to recover from GEO all amounts that GEO
27 has wrongfully and improperly obtained, and GEO should be required to disgorge to Plaintiff and
28

1 the Class Members the benefits it has unjustly obtained. Plaintiff and Class Members are also entitled
2 to recover exemplary damages. C.R.S. § 13- 21-102.

3 **COUNT III**
4 **CALIFORNIA UNFAIR COMPETITION LAW**
5 **Cal. Bus. & Prof. Code § 17200, et seq.**

6 88. Plaintiff realleges and incorporates by reference herein all allegations above.

7 89. California’s Unfair Competition Law (“UCL”) prohibits unfair competition, defined
8 as “any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or
9 misleading advertising and any act prohibited by [California’s False Advertising Law].” Cal. Bus. &
10 Prof. Code § 17200.

11 90. GEO willfully violated, and continues to violate, the “unlawful” prong of the UCL by
12 violating California labor law.

13 91. The acts, omissions, and practices of GEO constitute unfair and unlawful business
14 acts and practices under the UCL in that GEO’s conduct offends public policy against forced labor,
15 and seeks to profit by violating Plaintiffs’ rights under state and federal law.

16 92. As a direct and proximate result of GEO’s unlawful and unfair business practices,
17 Plaintiff and the Class Members have suffered economic injury.

18 **COUNT IV**
19 **CALIFORNIA TRAFFICKING VICTIMS PROTECTION ACT**
20 **Cal. Civ. Code § 52.5**

21 93. Plaintiff realleges and incorporates by reference herein all allegations above.

22 94. Pursuant to the California Trafficking Victims Protection Act, Cal. Civ. Code § 52.5,
23 “a victim of human trafficking, as defined in Section 236.1 of the Penal Code, may bring a civil action
24 for actual damages, compensatory damages, punitive damages, injunctive relief, any combination of
25 those, or any other appropriate relief.”

26 95. Human trafficking is defined as the deprivation or violation of the personal liberty of
27 another “with the intent to obtain forced labor or services.” Cal. Penal Code § 236.1.

28 96. Forced labor or services is defined as “labor or services that are performed or
provided by a person and are obtained or maintained through force, fraud, duress, or coercion, or

1 equivalent conduct that would reasonably overbear the will of the person.” Cal. Penal Code
2 § 236.1(h)(5).

3 97. GEO materially and significantly reduced its labor costs and expenses, and increased
4 its profits, by unlawfully forcing and coercing Plaintiff and the Class Members to perform
5 uncompensated labor. In order to drive profits, GEO acted with the intent to obtain forced labor or
6 services from its detainees.

7 98. As alleged herein, GEO did not and does not provide detainees at the Adelanto
8 Facility with sufficient provisions and necessities for daily life. In order to purchase these necessary
9 items, including bottled water and extra food, Plaintiff and the Class Members were forced or
10 coerced to perform labor and services for GEO for \$1 per day.

11 99. Plaintiff and Class Members are entitled to recover from GEO all amounts that GEO
12 has wrongfully and improperly obtained, and GEO should be required to disgorge to Plaintiff and
13 the Class Members the benefits it has unjustly obtained. Plaintiff and Class Members are also entitled
14 to recover exemplary damages. C.R.S. § 13- 21-102.

15 **COUNT V**
16 **ATTEMPTED FORCED LABOR**
17 **18 U.S.C. §§ 1589(a) & 1594(a)**

18 100. Plaintiff realleges and incorporates by reference herein all allegations above.

19 101. Plaintiff and the Class Members are victims of attempted forced labor as defined by
20 18 U.S.C. § 1589(a).

21 102. GEO attempts to violate 18 U.S.C. § 1589(a)(2) by knowingly maintaining a corporate
22 policy and uniform practice at the Adelanto Facility aimed at obtaining nearly free detainee labor and
23 services by:

- 24 a. Withholding daily necessities from Plaintiff and the Class Members, thereby
25 forcing them to work for subminimum wages in order to buy those daily
26 necessities for themselves and avoid serious harm, including, but not limited to,
27 malnutrition, unsanitary living quarters, extreme isolation, and unhygienic
28 conditions of confinement;

1 b. Threatening Plaintiff and the Class Members with physical restraint, serious harm,
2 and abuse of law or legal process if they refuse to provide their labor, organize a
3 work stoppage, or participate in a work stoppage;

4 103. GEO further violated 18 U.S.C. § 1589 by maintaining a corporate policy and
5 uniform practice at the Adelanto Facility of threatening to put Plaintiff and the Class Members with
6 serious harm, including solitary confinement, referral to an ICE officer, or criminal prosecution if
7 they refused to work.

8 104. GEO attempted to perpetrate the offense of forced labor against Plaintiff and the
9 Class Members.

10 105. GEO knowingly benefitted financially from participation in a venture GEO knew or
11 should have known engaged in unlawful coercion of labor in violation of 18 U.S.C. § 1589.

12 106. Plaintiff and the Class Members have suffered damages in an amount to be
13 determined at trial.

14 107. Plaintiff and the Class Members are entitled to recover compensatory and punitive
15 damages.

16 108. Plaintiff and the Class Members are entitled to recover mandatory restitution in the
17 full amount of their losses.

18 109. Plaintiff and the Class Members are entitled to recover their reasonable attorney's
19 fees.

20 **PRAYER FOR RELIEF**

21 **WHEREFORE**, Plaintiff, individually and on behalf of the Class, requests that the Court:

- 22 a. Certify this action as a class action, with a class as defined above;
- 23 b. Find that Plaintiff is a proper representative of the Class, and appoint the undersigned as
- 24 Class Counsel;
- 25 c. Order GEO to pay for notifying Class Members of the pendency of this suit;
- 26 d. Order disgorgement of GEO's unjustly-acquired revenue, profits, and other benefits
- 27 resulting from its unlawful conduct;
- 28

- 1 e. Award declaratory and other equitable relief as is necessary to protect the interests of
2 Plaintiff and Class Members;
- 3 f. Award injunctive relief as is necessary to protect the interests of Plaintiff and Class
4 Members, including enjoining GEO from continuing to conduct business through the
5 unlawful and unfair practices alleged herein;
- 6 g. Award Plaintiff and Class Members monetary damages for lost wages in an amount to be
7 determined at trial;
- 8 h. Award Plaintiff and Class members their reasonable litigation expenses and attorneys'
9 fees; and
- 10 i. Award any further relief that the Court deems just and equitable.

11
12
13 Dated: December 19, 2017

Respectfully Submitted,

14 /s/ Will Thompson

15 Korey A. Nelson, Esq.*
16 Lydia A. Wright, Esq.*
17 BURNS CHAREST LLP
18 365 Canal Street, Suite 1170
19 New Orleans, LA 70130
20 Telephone: (504) 799-2845
21 Facsimile: (504) 881-1765
22 knelson@burnscharest.com
23 lwright@burnscharest.com

24 Warren T. Burns, Esq.*
25 Will Thompson
26 (Cal. Bar. No. 289012)
27 BURNS CHAREST LLP
28 900 Jackson St., Suite 500
Dallas, Texas 75202
Telephone: (469) 904-4550
Facsimile: (469) 444-5002
wburns@burnscharest.com
wthompson@burnscharest.com

R. Andrew Free, Esq.*
LAW OFFICE OF R. ANDREW FREE
PO Box 90568
Nashville, TN 37209
Tel: (844) 321-3221
Fax: (615) 829-8959
andrew@immigrantcivilrights.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

*Application for admission *pro hac vice*
forthcoming.

Counsel for Plaintiff