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24 THE GEO GROUP, INC.

25
26 IN THE UNITED STATES DISTRICT COURT
27 FOR THE CENTRAL DISTRICT OF CALIFORNIA
28 EASTERN DIVISION

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

21 Plaintiff,

22 v.

23 THE GEO GROUP, INC.,

24 Defendant.

Case No. 5:17-cv-02514-JGB-SHKx

**DEFENDANT THE GEO GROUP,
INC.'S ANSWER TO
PLAINTIFF'S FIRST AMENDED
COMPLAINT**

and

**THE GEO GROUP, INC.'S
COUNTERCLAIMS**

**(1) Unjust Enrichment/Offset
(2) Declaratory Relief**

DEMAND FOR JURY TRIAL

Amended Complaint Filed: 7/6/18

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THE GEO GROUP, INC.,
Counter-Claimant,
v.
RAUL NOVOA, individually and on
behalf of all others similarly situated,
Counter-Defendant.

Defendant The GEO Group, Inc. (“GEO”) answers the First Amended Complaint for Declaratory and Injunctive Relief and Damages (“FAC”; Dkt. #47) of Plaintiff Raul Novoa, individually and on behalf of all others similarly situated (“Plaintiff”), and states its affirmative defenses, as follows:

PRELIMINARY STATEMENT

1. Paragraph 1 of the FAC states Plaintiff’s characterization and understanding of the nature of the action rather than alleging any facts for GEO to admit or deny. To the extent this paragraph alleges any facts, GEO denies the allegations set forth in Paragraph 1 of the Complaint.

2. GEO admits that it owns and operates the Adelanto Facility, an immigration processing and detention center, for profit. GEO denies the remaining allegations set forth in Paragraph 2 of the FAC.

3. GEO admits it owns and operates correctional, detention and community reentry facilities in the United States and abroad for profit. GEO denies the remaining allegations set forth in Paragraph 3 of the FAC.

4. GEO denies the allegations set forth in Paragraph 4 of the FAC.

5. GEO admits that immigration detainees who choose to participate in the federally-mandated Voluntary Work Program may receive a \$1 allowance for each day of participation regardless of tasks performed, work accomplished, or duration of participation. The \$1 allowance per detainee is passed from ICE to

1 detainees via a detainee trust account. GEO denies the remaining allegations set
2 forth in Paragraph 5 of the FAC.

3 6. Paragraph 6 of the FAC contains Plaintiff's characterization of the
4 nature of the action rather than averring any facts for GEO to admit or deny. To the
5 extent this paragraph alleges any facts, GEO denies the allegations in Paragraph 6
6 of the FAC. Voluntary Work Program participants choose to perform self-care
7 tasks like meal preparation, basic housekeeping chores, and grooming to eliminate
8 idle time while in detention. The Voluntary Work Program is administered in the
9 secured environment of the detention facility, pursuant to federal detention
10 standards.

11 7. Paragraph 7 of the FAC contains Plaintiff's characterization of the
12 nature of the action rather than averring any facts for GEO to admit or deny. To the
13 extent this paragraph alleges any facts, GEO denies the allegations in Paragraph 7
14 of the FAC. Civil immigration detainees who participate in the Voluntary Work
15 program are not employed by GEO, and Plaintiff has no basis for claiming
16 minimum wage payments, individually or on behalf of a class.

17 8. Paragraph 8 of the FAC contains Plaintiff's characterization of the
18 nature of the action rather than averring any facts for GEO to admit or deny. To the
19 extent this paragraph alleges any facts, GEO denies the allegations in Paragraph 8
20 of the FAC. California's Minimum Wage Law ("MWL") does not establish an
21 employment relationship between detainees and GEO. Federal immigration
22 detainees have no right to claim competitive wages while detained at government
23 expense. GEO specifically denies any violation of California's Unfair Competition
24 Law or the federal and state Trafficking Victims Protection Act.

25 9. GEO is without knowledge or information sufficient to form a belief as
26 to the truth of the allegations set forth as Paragraph 9 of the FAC and accordingly
27 denies the truth of the allegations.
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JURISDICTION AND VENUE

10. GEO denies that the Court has subject matter jurisdiction over this suit.

11. Plaintiff alleges that the Court has jurisdiction over this case based on his allegations and GEO’s citizenship. GEO has no basis to affirm or deny the factual averments regarding jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d), and therefore denies them. GEO further denies that the Court has subject matter jurisdiction over this suit.

12. GEO admits that to the extent the Court has jurisdiction, venue is proper in this District. GEO denies the remaining allegations set forth in Paragraph 12 of the FAC.

13. GEO admits that it conducts business in Adelanto, San Bernardino County, California. GEO denies the remaining allegations set forth in Paragraph 13 of the FAC.

14. Paragraph 14 of the FAC refers to Plaintiff’s request for the Court to exercise supplemental jurisdiction over his state law claims. GEO is without knowledge or information sufficient to form a belief as to Plaintiff’s requests. GEO denies that the Court has supplemental jurisdiction over this suit.

PARTIES

15. GEO admits that ICE detained Plaintiff at the Adelanto Facility for a period of time and that he received \$1 per day as an allowance for participating in the Voluntary Work Program. GEO is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth as Paragraph 15 of the FAC and accordingly denies the truth of the allegations.

16. GEO admits it is a for-profit Florida corporation providing correctional, detention, and community reentry services. GEO’s principal office is located at 621 NW 53rd Street, Suite 700, Boca Raton, Florida, 33487.

1 **FACTUAL ALLEGATIONS**

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

3 17. Paragraph 17 of the FAC states Plaintiff’s understanding of the nature
4 of the action rather than alleging any facts for GEO to admit or deny. To the extent
5 any facts are alleged, GEO denies the allegations in Paragraph 17 of the FAC.

6 18. GEO is without knowledge or information sufficient to form a belief as
7 to the truth of the allegations set forth as Paragraph 18 of the FAC and accordingly
8 denies the truth of the allegations.

9 19. Paragraph 19 of the FAC states Plaintiff’s understanding of the nature
10 of the action rather than alleging any facts for GEO to admit or deny. To the extent
11 any facts are alleged, GEO denies the allegations in Paragraph 19 of the FAC.

12 20. Paragraph 20 of the FAC states Plaintiff’s understanding of the nature
13 of the action rather than alleging any facts for GEO admit or deny. To the extent
14 any facts are alleged, GEO denies the allegations in Paragraph 20 of the FAC.

15 21. Paragraph 21 of the FAC states Plaintiff’s understanding of the nature
16 of the action rather than alleging any facts for GEO admit or deny. To the extent
17 any facts are alleged, GEO denies the allegations in Paragraph 21 of the FAC.

18 **B. The privatization of immigration detention and GEO’s economical**
19 **windfall.**

20 22. GEO is without knowledge or information sufficient to form a belief as
21 to the truth of the allegations set forth as Paragraph 22 of the FAC and accordingly
22 denies the truth of the allegations.

23 23. GEO admits that it engages in lobbying efforts. GEO is without
24 knowledge or information sufficient to form a belief as to the truth of the remaining
25 allegations regarding other private prison corporations set forth as Paragraph 23 of
26 the FAC. GEO denies the truth of the remaining allegations set forth in Paragraph
27 23 of the FAC.

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1 24. Paragraph 24 of the FAC states Plaintiff's understanding of the nature
2 of the action rather than alleging any facts for GEO admit or deny. To the extent
3 any facts are alleged, GEO denies the allegations in Paragraph 24 of the FAC.

4 25. GEO is without knowledge or information sufficient to form a belief as
5 to the truth of the allegations set forth as Paragraph 25 of the FAC and accordingly
6 denies the truth of the allegations.

7 26. GEO admits it is a publicly traded corporation that is listed on the New
8 York Stock Exchange. GEO denies the remaining allegations set forth as Paragraph
9 26 of the FAC.

10 27. Paragraph 27 of the FAC states Plaintiff's understanding of the nature
11 of the action rather than alleging any facts for GEO admit or deny. To the extent
12 any facts are alleged, GEO denies the allegations in Paragraph 27 of the FAC.

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

14 28. GEO denies it contracts with ICE to operate the Adelanto Facility.
15 ICE contracts with the City of Adelanto for operation of the Adelanto Facility to
16 enable ICE to meet its immigration processing needs, with GEO serving as the
17 City's subcontractor. The Adelanto Facility has capacity for approximately 1,940
18 detainees. All other facts not expressly admitted in Paragraph 28 are denied.

19 29. GEO denies the allegations set forth in Paragraph 29 of the FAC.

20 30. GEO denies the allegations set forth in Paragraph 30 of the FAC.

21 31. GEO denies the allegations set forth in Paragraph 31 of the FAC.

22 32. GEO denies the allegations set forth in Paragraph 32 of the FAC.

23 33. GEO denies the allegations set forth in Paragraph 33 of the FAC.

24 34. GEO denies the allegations set forth in Paragraph 34 of the FAC.

25 35. GEO denies the allegations set forth in Paragraph 35 of the FAC.

26 36. GEO denies the allegations set forth in Paragraph 36 of the FAC.

27 37. GEO denies the allegations set forth in Paragraph 37 of the FAC.

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

3 38. GEO admits that detainees who choose to participate in the federally-
4 mandated Voluntary Work Program may receive a \$1 allowance for each day of
5 participation regardless of tasks performed, work accomplished, or duration of
6 participation. The \$1 allowance per detainee is passed from ICE to detainees via a
7 detainee trust account. GEO denies the remaining allegations set forth in Paragraph
8 38 of the FAC.

9 39. Paragraph 39 of the FAC contains Plaintiff's characterization of the
10 nature of the action rather than averring any facts for GEO to admit or deny. To the
11 extent this paragraph alleges any facts, GEO denies the allegations in Paragraph 39
12 of the FAC. Voluntary Work Program participants choose to perform self-care
13 tasks like meal preparation, basic housekeeping chores, and grooming to eliminate
14 idle time while in detention. The Voluntary Work Program is administered in the
15 secured environment of the detention facility, pursuant to federal detention
16 standards.

17 40. Paragraph 40 of the FAC contains Plaintiff's characterization of the
18 nature of the action rather than averring any facts for GEO to admit or deny. To the
19 extent this paragraph alleges any facts, GEO denies the allegations in Paragraph 40
20 of the FAC. Civil immigration detainees who participate in the Voluntary Work
21 Program are not employed by GEO, and they have no basis to claim minimum
22 wage payments, individually or as a class.

23 41. Paragraph 41 of the FAC contains Plaintiff's characterization of the
24 nature of the action rather than averring any facts for GEO to admit or deny. To the
25 extent this paragraph alleges any facts, GEO denies the allegations in Paragraph 41
26 of the FAC.

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1 42. GEO admits that it provides detainees with personal protection
2 equipment as appropriate for self-care tasks. GEO denies the remaining allegations
3 set forth as Paragraph 42 of the FAC.

4 43. GEO admits that the \$1 daily allowance is credited to participating
5 detainees' trust accounts. GEO denies the remaining allegations set forth as
6 Paragraph 43 of the FAC.

7 44. GEO denies the allegations set forth in Paragraph 44 of the FAC.

8 45. GEO admits that Voluntary Work Program participants may choose to
9 perform self-care tasks like meal preparation, basic housekeeping chores, and
10 grooming to eliminate idle time while in detention. GEO denies the remaining
11 allegations set forth in Paragraph 45 of the FAC.

12 46. GEO admits that Voluntary Work Program participants may choose to
13 perform self-care tasks like meal preparation, basic housekeeping chores, and
14 grooming to eliminate idle time while in detention. GEO denies the remaining
15 allegations set forth in Paragraph 46 of the FAC.

16 47. Paragraph 47 of the FAC contains Plaintiff's characterization of the
17 nature of the action rather than averring any facts for GEO to admit or deny. To the
18 extent this paragraph alleges any facts, GEO denies the allegations in Paragraph 47
19 of the FAC.

20 48. Paragraph 48 of the FAC contains Plaintiff's characterization of the
21 nature of the action rather than averring any facts for GEO to admit or deny. To the
22 extent this paragraph alleges any facts, GEO denies the allegations in Paragraph 48
23 of the FAC. California's MWL does not establish an employment relationship
24 between detainees and GEO. Competitive employment opportunities covered by
25 the MWL serve no purpose in this environment and conflict with federal
26 immigration and detention policies. Federal immigration detainees similarly have
27 no right to claim competitive wages while detained at government expense.
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1 49. GEO denies the allegations set forth in Paragraph 49 of the FAC. The
2 ICE contract may require compliance with applicable federal, state and local laws,
3 but GEO expressly denies the applicability of California’s laws to GEO as stated by
4 Plaintiff and the putative class.

5 50. Paragraph 50 of the FAC contains Plaintiff’s characterization of the
6 nature of the action rather than averring any facts for GEO to admit or deny. To the
7 extent this paragraph alleges any facts, GEO denies the allegations in Paragraph 50
8 of the FAC.

9 51. GEO denies the allegations set forth in Paragraph 51 of the FAC.

10 **E. Plaintiff Novoa’s employment at the Adelanto Facility.**

11 52. GEO is without knowledge or information sufficient to form a belief as
12 to the truth of the allegations set forth as Paragraph 52 of the FAC and accordingly
13 denies the truth of the allegations.

14 53. GEO is without knowledge or information sufficient to form a belief as
15 to the truth of the allegations set forth in Paragraph 53 of the FAC and accordingly
16 denies the truth of the allegations.

17 54. GEO admits Plaintiff was detained at the Adelanto Facility for a period
18 of time. GEO denies the remaining allegations set forth in Paragraph 54 of the
19 FAC.

20 55. GEO admits that Plaintiff received \$1 per day as an allowance for
21 participating in the Voluntary Work Program, as provided by Congress. Plaintiff
22 did not “work for GEO” and Plaintiff and other federal immigration detainees have
23 no right to claim competitive wages while detained at government expense. GEO
24 denies the remaining allegations set forth as Paragraph 55 of the FAC.

25 56. GEO is without knowledge or information sufficient to form a belief as
26 to the truth of the allegations set forth in Paragraph 56 of the FAC and accordingly
27 denies the truth of the allegations.
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1 57. GEO is without knowledge or information sufficient to form a belief as
2 to the truth of the allegations set forth in Paragraph 57 of the FAC and accordingly
3 denies the truth of the allegations.

4 58. GEO admits that Plaintiff received \$1 per day as an allowance for
5 participating in the Voluntary Work Program, as provided by Congress. GEO is
6 without knowledge or information sufficient to form a belief as to the truth of the
7 remaining allegations set forth in Paragraph 58 of the FAC and accordingly denies
8 the truth of the allegations.

9 59. GEO denies the allegations set forth in Paragraph 59 of the FAC.

10 60. GEO denies the allegations set forth in Paragraph 60 of the FAC.

11 61. GEO denies the allegations set forth in Paragraph 61 of the FAC.

12 62. GEO is without knowledge or information sufficient to form a belief as
13 to the truth of the allegations set forth as Paragraph 62 of the FAC and accordingly
14 denies the truth of the allegations.

15 63. GEO denies the allegations set forth in Paragraph 63 of the FAC.

16 64. GEO denies the allegations set forth in Paragraph 64 of the FAC.

17 65. GEO is without knowledge or information sufficient to form a belief as
18 to the truth of the allegations set forth as Paragraph 65 of the FAC and accordingly
19 denies the truth of the allegations.

20 66. GEO is without knowledge or information sufficient to form a belief as
21 to the truth of the allegations set forth as Paragraph 66 of the FAC and accordingly
22 denies the truth of the allegations.

23 67. GEO is without knowledge or information sufficient to form a belief as
24 to the truth of the allegations set forth as Paragraph 67 of the FAC and accordingly
25 denies the truth of the allegations.

26 68. GEO denies the allegations set forth in Paragraph 68 of the FAC.

27 69. GEO denies the allegations set forth in Paragraph 69 of the FAC.

28 70. GEO denies the allegations set forth in Paragraph 70 of the FAC.

1 71. GEO is without knowledge or information sufficient to form a belief as
2 to the truth of the allegations set forth as Paragraph 71 of the FAC and accordingly
3 denies the truth of the allegations.

4 72. GEO denies the allegations set forth in Paragraph 72 of the FAC.

5 73. GEO denies the allegations set forth in Paragraph 73 of the FAC.

6 74. Paragraph 74 of the FAC contains Plaintiff's characterization of the
7 nature of the action rather than averring any facts for GEO to admit or deny. To the
8 extent this paragraph alleges any facts, GEO denies the allegations in Paragraph 74
9 of the FAC.

10 **CLASS ACTION ALLEGATIONS**

11 75. Paragraph 75 of the Complaint contains Plaintiff's characterization of
12 the nature of the action rather than averring any facts for GEO to admit or deny and
13 calls for a legal conclusion to which no response is necessary. To the extent this
14 paragraph alleges any facts or a response is necessary, GEO denies the allegations
15 in Paragraph 75 of the FAC.

16 **A. Class Definition**

17 76. Paragraph 76 of the FAC contains Plaintiff's characterization of the
18 nature of the action rather than averring any facts for GEO to admit or deny and
19 calls for a legal conclusion to which no response is necessary. To the extent this
20 paragraph alleges any facts or a response is necessary, GEO denies the allegations
21 in Paragraph 76 of the FAC.

22 77. Paragraph 77 of the FAC contains Plaintiff's characterization of the
23 nature of the action rather than averring any facts for GEO to admit or deny and
24 calls for a legal conclusion to which no response is necessary. To the extent this
25 paragraph alleges any facts or a response is necessary, GEO denies the allegations
26 in Paragraph 77 of the FAC.

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

2 78. **Numerosity: Rule 23(a)(1).** Paragraph 78 of the FAC contains
3 Plaintiff's characterization of the nature of the action rather than averring any facts
4 for GEO to admit or deny and calls for a legal conclusion to which no response is
5 necessary. To the extent this paragraph alleges any facts or a response is necessary,
6 GEO denies the allegations in Paragraph 78 of the FAC.

7 79. **Commonality and Predominance: Rules 23(a)(2) and 23(b)(3).**
8 Paragraph 79 of the FAC contains Plaintiff's characterization of the nature of the
9 action rather than averring any facts for GEO to admit or deny and calls for a legal
10 conclusion to which no response is necessary. To the extent this paragraph alleges
11 any facts or a response is necessary, GEO denies the allegations in Paragraph 79 of
12 the FAC.

13 80. **Typically: Rule 23(a)(3).** Paragraph 80 of the FAC contains
14 Plaintiff's characterization of the nature of the action rather than averring any facts
15 for GEO to admit or deny and calls for a legal conclusion to which no response is
16 necessary. GEO specifically denies that Plaintiff or any purported class member
17 was "employed by GEO at the Adelanto Facility." To the extent any additional
18 facts are alleged or a response is necessary, GEO denies the remaining allegations
19 set forth in Paragraph 80 of the FAC.

20 81. **Adequacy: Rule 23(a)(4).** GEO is without knowledge or information
21 sufficient to form a belief as to the truth of the allegations set forth in Paragraph 81
22 of the FAC and accordingly denies the truth of the allegations.

23 82. **Superiority: Rules 23(b)(3).** Paragraph 82 of the FAC contains
24 Plaintiff's characterization of the nature of the action rather than averring any facts
25 for GEO to admit or deny and calls for a legal conclusion to which no response is
26 necessary. To the extent this paragraph alleges any facts or a response is necessary,
27 GEO denies the allegations in Paragraph 82 of the FAC.

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CAUSES OF ACTION

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

83. GEO incorporates by reference its responses to the allegations in Paragraph 1 through 82 as if set forth fully herein.

84. GEO admits the allegations set forth in Paragraph 84 of the FAC.

85. Paragraph 85 of the FAC calls for a legal conclusion to which no response is necessary. To the extent a response is necessary, GEO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 85 of the FAC and accordingly denies the truth of the allegations.

86. GEO denies the allegations set forth in Paragraph 86 of the FAC, including, specifically, the allegation that detainees at the Adelanto Facility have “wage protections.”

87. GEO is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth as Paragraph 87 of the FAC and accordingly denies the truth of the allegations.

88. GEO denies the allegations set forth in Paragraph 88 of the FAC.

89. GEO denies the allegations set forth in Paragraph 89 of the FAC.

90. Paragraph 90 of the FAC contains Plaintiff’s characterization of the nature of the action rather than averring any facts for GEO to admit or deny and calls for a legal conclusion to which no response is necessary. To the extent this paragraph alleges any facts or a response is necessary, GEO denies the allegations in Paragraph 90 of the FAC.

91. GEO admits detainees who participate in the Voluntary Work Program receive a \$1 allowance per day pursuant to federal law. GEO denies the remaining allegations set forth in Paragraph 91 of the FAC.

1 92. GEO is without knowledge or information sufficient to form a belief as
2 to the truth of the allegations set forth as Paragraph 92 of the FAC and accordingly
3 denies the truth of the allegations.

4 **COUNT II**
5 **UNJUST ENRICHMENT**
6 **California Common Law**

7 93. GEO incorporates by reference its responses to the allegations in
8 Paragraph 1 through 92 as if set forth fully herein.

9 94. GEO denies the allegations set forth in Paragraph 94 of the FAC.

10 95. GEO denies the allegations set forth in Paragraph 95 of the FAC.

11 96. GEO denies the allegations set forth in Paragraph 96 of the FAC.

12 97. GEO denies the allegations set forth in Paragraph 97 of the FAC.

13 98. GEO denies the allegations set forth in Paragraph 98 of the FAC.

14 **COUNT III**
15 **CALIFORNIA UNFAIR COMPETITION LAW**
16 **Cal. Bus. & Prof. Code §§ 17200, et seq.**

17 99. GEO incorporates by reference its responses to the allegations in
18 Paragraph 1 through 98 as if set forth fully herein.

19 100. Paragraph 100 of the FAC calls for a legal conclusion to which no
20 response is required. To the extent a response is required, GEO denies the
21 allegations set forth in Paragraph 100 of the FAC.

22 101. GEO denies the allegations set forth as Paragraph 101 of the FAC.

23 102. GEO denies the allegations set forth as Paragraph 102 of the FAC.

24 103. GEO denies the allegations set forth as Paragraph 103 of the FAC.

25 **COUNT IV**
26 **CALIFORNIA TRAFFICKING VICTIMS PROTECTION ACT**
27 **Cal. Civ. Code §52.5**

28 104. GEO incorporates by reference its responses to the allegations in
Paragraph 1 through 103 as if set forth fully herein.

1 105. Paragraph 105 of the FAC calls for a legal conclusion to which no
2 response is required. To the extent a response is required, GEO denies the
3 allegations set forth in Paragraph 105 of the FAC.

4 106. Paragraph 106 of the FAC calls for a legal conclusion to which no
5 response is required. To the extent a response is required, GEO denies the
6 allegations set forth in Paragraph 106 of the FAC.

7 107. Paragraph 107 of the FAC calls for a legal conclusion to which no
8 response is required. To the extent a response is required, GEO denies the
9 allegations set forth in Paragraph 107 of the FAC.

10 108. GEO denies the allegations set forth as Paragraph 108 of the FAC.

11 109. GEO denies the allegations set forth as Paragraph 109 of the FAC.

12 110. GEO denies the allegations set forth as Paragraph 110 of the FAC.

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

16 111. GEO incorporates by reference its responses to the allegations in
17 Paragraph 1 through 110 as if set forth fully herein.

18 112. GEO denies the allegations set forth in Paragraph 112 of the FAC.

19 113. GEO denies the allegations set forth in Paragraph 113 of the FAC.

20 114. GEO denies the allegations set forth in Paragraph 114 of the FAC.

21 115. GEO denies the allegations set forth in Paragraph 115 of the FAC.

22 116. GEO denies the allegations set forth in Paragraph 116 of the FAC.

23 117. GEO denies the allegations set forth in Paragraph 117 of the FAC.

24 118. GEO denies the allegations set forth in Paragraph 118 of the FAC.

25 119. GEO denies the allegations set forth in Paragraph 119 of the FAC.

26 120. GEO denies the allegations set forth in Paragraph 120 of the FAC.

27 **PRAYER FOR RELIEF**

28 In answering the Prayer for Relief, GEO denies that Plaintiff and the Class
Members are entitled to any of the relief they seek. GEO denies that this matter is

1 suitable for class certification. GEO affirmatively alleges that Plaintiff lacks
2 standing to assert claims on behalf of other individuals, that Plaintiff lacks standing
3 to seek declaratory and/or injunctive relief, and that Plaintiff is not a proper class
4 representative.

5 **AFFIRMATIVE DEFENSES**

6 **FIRST AFFIRMATIVE DEFENSE**

7 Each purported cause of action of Plaintiff's FAC fails to allege facts
8 sufficient to constitute a cause of action against GEO.

9 **SECOND AFFIRMATIVE DEFENSE**

10 GEO has immunity from this lawsuit.

11 **THIRD AFFIRMATIVE DEFENSE**

12 Plaintiff seeks relief barred by the statute of limitations.

13 **FOURTH AFFIRMATIVE DEFENSE**

14 Plaintiff's claim is pre-empted by federal law.

15 **FIFTH AFFIRMATIVE DEFENSE**

16 Plaintiff has failed to join parties that should be joined under Federal Rule of
17 Civil Procedure 19.

18 **SIXTH AFFIRMATIVE DEFENSE**

19 Plaintiff's alleged injuries and damages, if any, were caused by the acts of a
20 third party who has not been named a party to this action and over whom GEO had
21 no control.

22 **SEVENTH AFFIRMATIVE DEFENSE**

23 Plaintiff's requested relief violates the law, and is otherwise impossible to
24 attain in conformance with the law. Neither Plaintiff nor putative class members
25 have a legal right to work at minimum wage rates because none has sought
26 approval from the U.S. Attorney General for employment with GEO, and none are
27 qualified to work for GEO under ICE's contract terms and federal law. Plaintiff's
28 participation in the Voluntary Work Program was voluntary.

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EIGHTH AFFIRMATIVE DEFENSE

Plaintiff lacks standing to bring the claims asserted in the FAC.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's claim is not ripe.

TENTH AFFIRMATIVE DEFENSE

Plaintiff's claim is not justiciable.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff has unclean hands.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff has unreasonably delayed his request for relief, to GEO's prejudice, such that his claims are barred by the defense of laches.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff is barred from seeking equitable relief to the extent an adequate remedy exists at law.

FOURTEENTH AFFIRMATIVE DEFENSE

GEO is entitled to an offset from any award to Plaintiff and/or putative class members of payment for unpaid minimum wages, for payment for work not performed in a reasonable manner and/or work performed outside of GEO's control and/or direction, and for costs incurred in caring for the Plaintiff and other detainees who participated in the Voluntary Work Program and for the costs of operating the Voluntary Work Program.

FIFTEENTH AFFIRMATIVE DEFENSE

The federal Trafficking Victims Protection Act is unconstitutionally vague and/or overbroad as applied to GEO's administration of the VWP.

SIXTEENTH AFFIRMATIVE DEFENSE

The California Trafficking Victims Protection Act is unconstitutionally vague and/or overbroad as applied to GEO's administration of the VWP.

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SEVENTEENTH AFFIRMATIVE DEFENSE

California’s Minimum Wage Law, and IWC Wage Order are unconstitutionally vague and/or overbroad as applied to GEO’s administration of the VWP.

EIGHTEENTH AFFIRMATIVE DEFENSE

GEO reserves the right to amend its Answer to Plaintiff’s FAC to assert additional defenses, withdraw defenses, and/or add counterclaims as may become necessary after reasonable opportunity, or discovery has occurred, up through and including trial in this matter.

PRAYER

WHEREFORE, GEO respectfully requests:

1. That Plaintiff take nothing by the FAC;
2. A dismissal of the FAC with prejudice and an award of GEO’s reasonable attorneys’ fees to the extent permitted by law;
3. Judgment in favor of GEO and against Plaintiff;
4. Costs of suit herein; and
5. Such other and further relief, legal and equitable, that the Court may deem proper.

CONDITIONAL COUNTERCLAIMS

Counter-Claimant The GEO Group, Inc. (“GEO”), through counsel, brings the following conditional counterclaims against Counter-Defendant Raul Novoa (“Counter-Defendant”), and against any putative class or classes certified by the Court.

JURISDICTION AND VENUE

1. To the extent this Court holds that it has subject matter jurisdiction despite GEO’s immunity, the Court will have jurisdiction over the parties and subject matter over this counterclaim. GEO asserts its counterclaim only in the event that the Court has determined it has subject matter jurisdiction. GEO does

1 not waive and expressly reserves its objection to subject matter jurisdiction with
2 respect to Plaintiff's/Counter-Defendant's claims.

3 To the extent GEO is subject to jurisdiction in this Court, jurisdiction over
4 GEO's counterclaim is grounded in diversity pursuant to 28 § U.S.C. 1332. GEO is
5 a Florida corporation with its principal place of business in Florida. Raul Novoa is
6 a citizen of Mexico, who alleges he is a resident of California. The amount in
7 controversy on the counterclaims exceeds \$75,000.00.

8 2. Alternatively, this Court has supplemental jurisdiction over these
9 counterclaims pursuant to 28 U.S.C. § 1367(a), as these counterclaims form part of
10 the same case or controversy as the claims asserted by Plaintiff/Counter-Defendant
11 under Article III of the United States Constitution.

12 3. Venue is proper in this Court, as the events giving rise to these
13 counterclaims occurred in this district.

14 **PARTIES**

15 4. GEO is a Florida corporation with its principal place of business in
16 Florida. GEO is a service provider that operates the Adelanto Facility for the
17 housing of federal immigration detainees in the custody of the federal government,
18 under terms set out in the contracts between the City of Adelanto and ICE, and the
19 City of Adelanto and GEO, and applicable regulations and detention facility
20 standards, and the laws of the United States.

21 5. Raul Novoa is a citizen of Mexico, who alleges he is a resident of
22 California. Counter-Defendant was an ICE detainee at the Adelanto Facility at
23 various times from 2012 to 2015, during which time he received material benefits,
24 including but not limited to housing, food, clothing, and recreation, at no cost to
25 himself.

26 6. While detained at the Adelanto Facility, Counter-Defendant did not
27 have authorization from the U.S. Attorney General to be employed in the United
28 States under federal law.

1 12. Because the Voluntary Work Program is intended to promote
2 institutional maintenance and reduce detainee idleness, it includes none of the
3 traditional performance metrics of a standard job. Consequently, GEO does not
4 perform employment intake, background checks, or any of the normal vetting
5 processes that must be done before a new employee can be hired. GEO does not
6 require detainees to file the type of job applications that GEO's employees must
7 provide, or require detainees to prove their work eligibility as required by federal
8 law. Similarly, GEO does not evaluate or rate detainee performance, or discipline
9 or fire detainees for poor performance. GEO also lacks authority to determine what
10 assignments may be given to particular detainees, because ICE reserves this
11 function through its risk classification process. GEO performs none of the "hire" or
12 "fire" roles of an employer, because ICE, not GEO, controls when detainees are
13 brought to the Adelanto Facility, and when a detainee departs from the facility.

14 13. Also, as required by the City's contract with ICE, GEO provides basic
15 necessities to all detainees housed at the Adelanto Facility, which include food,
16 shelter, utilities, clothing, shoes, personal cleaning items, bedding, recreation,
17 entertainment, or medical, dental, optical or mental health services. Detainees do
18 not pay GEO or the federal government for these services, either in whole or in
19 part.

20 14. Counter-Defendant participated in the Voluntary Work Program at
21 various times while detained at the Adelanto Facility. While detained at the
22 Adelanto Facility, Counter-Defendant did not have work authorization. Further,
23 Counter-Defendant himself was ineligible for work because he was detained by ICE
24 based on his criminal record in the United States, which includes possession of
25 controlled substances, possession of a firearm by a felon, giving a false ID to a
26 peace officer, and domestic violence. Counter-Defendant has not alleged that he, or
27 any other Adelanto detainee, was granted work authorization by the Attorney
28 General.

1 15. The putative class members, like Counter-Defendant, were detained by
2 ICE, housed at the Adelanto Facility, and participated in the Voluntary Work
3 Program at various times relevant to these counterclaims.

4 16. GEO did not require or force Counter-Defendant or any other putative
5 class members to participate in the Voluntary Work Program in any way.

6 17. Neither Counter-Defendant nor any of the putative class members filed
7 formal job applications, sat for pre-employment interviews, proved their work
8 eligibility as required by federal law, competed against non-detainee applicants, or
9 completed any of the other pre-employment requirements for GEO employees at
10 the Adelanto Facility mandated by ICE’s contractual terms.

11 18. Neither Counter-Defendant nor any of the putative class members
12 participated in the Voluntary Work Program for more than eight hours per day or
13 40 hours per week, and in fact often volunteered significantly fewer hours
14 depending on their work assignment, some of which involved less than one hour
15 per day. Counter-Defendant’s and putative class members’ work performance and
16 efficiency were not evaluated or tracked, and they were and are in no danger of
17 being “fired” for underperformance.

18 19. The participation of Counter-Defendant and the putative class
19 members in the Voluntary Work Program was temporary and dependent upon their
20 continued detention—they could not participate in the program after their detention
21 ceased. Moreover, Counter-Defendant and the putative class members were free to
22 withdraw from the Voluntary Work Program at any time.

23 20. During their detention at the Adelanto Facility, Counter-Defendant—
24 similar to all putative class members—understood and acknowledged the amount
25 they would receive for participation. Detainees are provided with a National
26 Detainee Handbook, issued to them by ICE, that specifically states that if they
27 wanted to participate in the Voluntary Work Program, they would receive \$1 per
28 day for each day worked. Counter-Defendant chose to participate in the Voluntary

1 Work Program despite knowing he would receive no more than \$1.00 per day
2 regardless of his level of participation, and signed a form attesting to this
3 understanding. Detainees signed an agreement acknowledging “Compensation will
4 be \$1.00 per day.” Counter-Defendant had, and could have had, no reasonable
5 expectation that he would be entitled to a minimum wage for the tasks he
6 performed.

7 21. Counter-Defendant—similar to all putative class members—paid
8 neither GEO nor the federal government for the food, shelter, clothing, bedding,
9 utilities, recreation, entertainment, or medical, optical, dental, or mental health
10 services provided. Unlike a person outside of detention, who may claim a
11 minimum wage to enable him or her to afford these goods and services, Counter-
12 Defendant and putative class members received the benefit of these goods and
13 services from GEO without charge and without regard for participation in the
14 Voluntary Work Program.

15 22. Counter-Defendant and any putative class members would unjustly
16 benefit from the receipt of wage payments under the MWL and California wage
17 orders at rates in excess of \$1.00 for participation in the Voluntary Work Program if
18 Counter-Defendant, and any putative class members, were not required to offset
19 such payments with the costs and expenses associated with their care while
20 detained. GEO incurred costs and expenses caring for Counter-Defendant and
21 other detainees in excess of \$11.00 per hour for all goods and services provided to
22 them. By contrast, GEO’s actual employees—who were paid minimum wage or
23 more—resided outside the Adelanto Facility and did not receive the goods and
24 services provided at no cost to the Adelanto Facility-detainees.

25 23. The rate of payment for participation in the Voluntary Work Program
26 is set by ICE under the contract, and cannot be modified without ICE’s approval.
27 The money for Voluntary Work Program participation is deposited in detainee trust
28 accounts, and made available to detainees who participate. Any requirement that

1 GEO pay or advance money to detainees in excess of what was specified by the
2 contracts, approved by ICE, and paid into detainee trust accounts unjustly enriches
3 Counter-Defendant and/or putative class members. Such a payment would
4 effectively increase GEO's burden for complying with its current contracts by
5 unilaterally adding an entirely new service to that contract: employment of
6 detainees at California minimum wages, notwithstanding that, unlike non-detainee
7 recipients of minimum wages, detainees' living expenses are already being supplied
8 to them for free.

9 24. In the event Counter-Defendant and/or any class members prevail on
10 their theory that the MWL applies to detention programs like the Voluntary Work
11 Program at the Adelanto Facility, GEO is equitably entitled to recover its costs and
12 expenses associated with detaining Counter-Defendant and the putative class
13 members, including for goods and services associated with administering the
14 Voluntary Work Program with respect to Counter-Defendant and all putative class
15 members.

16 SECOND CAUSE OF ACTION

17 Declaratory Relief—28 U.S.C. § 2201(a)

18 25. GEO incorporates the allegations in Paragraphs 1-24, above, by
19 reference as if fully stated herein.

20 26. At all times relevant to these proceedings, GEO administered a
21 Voluntary Work Program at the Adelanto Facility as required by the ICE contract.
22 That Voluntary Work Program was, and is, subject to federal detention standards.

23 27. The Voluntary Work Program at the Adelanto Facility is critical to the
24 safe and secure operations of the facility. Specifically, the Voluntary Work
25 Program reduces idle time for detainees and promotes institutional efficiency, just
26 as similar programs do in California's own facilities.

27 28. Pursuant to an express authorization from Congress that ICE may
28 authorize allowances to immigration detainees for work performed while detained,

1 ICE authorized an allowance of \$1.00 per day for each Voluntary Work Program
2 participant.

3 29. ICE must authorize any increase in the allowance rate of \$1.00 per
4 day, as expressed in the ICE contract for the Adelanto Facility. Without an ICE-
5 approved increase in the allowance rate, detainees may not be given an allowance
6 in excess of \$1.00 per day for participation in the Voluntary Work Program at the
7 Adelanto Facility.

8 30. ICE also prohibits GEO from employing any detainees. ICE must
9 clear any GEO employee working at the Adelanto Facility via a background check
10 performed by ICE. ICE also requires GEO to immediately suspend any employee
11 found to have a history of arrests.

12 31. Counter-Defendant and the putative class members were participants
13 in the Voluntary Work Program at the Adelanto Facility. They were not authorized
14 by ICE to work for GEO or anyone else in the United States, and did not complete
15 the requirements for employment specified in the City's detention services
16 agreement with ICE. Counter-Defendant himself was ineligible for work because
17 he was detained by ICE based on his criminal record in the United States, which
18 includes possession of controlled substances, possession of a firearm by a felon,
19 giving a false ID to a peace officer, and domestic violence. Counter-Defendant has
20 not alleged that he, or any other Adelanto detainee, was granted work authorization
21 by the Attorney General.

22 32. Counter-Defendant initiated this lawsuit, claiming California's labor
23 laws apply to him and the putative class members, when they do not. Because
24 Counter-Defendant was in the custody of the federal government while at the
25 Adelanto Facility and participating in the Voluntary Work Program, California's
26 MWL does not apply to them. This matter presents an actual controversy that can
27 be finally resolved by the Court.

28 33. GEO has already incurred attorneys' fees and other costs defending

1 against Plaintiff/Counter-Defendant's claims, and will continue to do so.

2 34. ICE detainees at the Adelanto Facility, including Counter-Defendant
3 and the putative class members, are federal immigration detainees housed at the
4 Adelanto Facility pursuant to the City's detention services agreement with ICE.
5 They are not employed by GEO, and are not employees of GEO. The work
6 performed by these detainees is performed for reasons other than compensation in
7 order to provide for necessary food and shelter, as detainees participating in the
8 Voluntary Work Program do not participate in commerce and do not depend on the
9 wages they earn for basic necessities such as, for example, housing, food, clothing,
10 and recreation, while detained, as those necessities are provided to them at taxpayer
11 expense.

12 35. GEO therefore seeks a declaration that: (1) no employment
13 relationship exists between GEO and detainees who participate in the Voluntary
14 Work Program, including but not limited to Counter-Defendant and the putative
15 class members; (2) such detainees, including but not limited to Counter-Defendant
16 and the putative class members, are not employees of GEO, and GEO is not their
17 employer; (3) as a result, California's labor laws and wage orders do not apply to
18 such detainees, including but not limited to Counter-Defendant and the putative
19 class members; and (4) Counter-Defendant and putative class members are not
20 entitled to disgorgement or other equitable relief for allegedly unpaid wages or
21 allegedly inequitable revenues or profits; (5) GEO has not violated the TVPA; (6)
22 GEO has not violated the California TVPA.

23 WHEREFORE, GEO prays for the following relief:

24 1. An order enjoining Counter-Defendant and the putative class members
25 from claiming California's labor laws apply to them;

26 2. An order declaring California's labor laws do not apply to ICE
27 detainees at the Adelanto Facility, including but not limited to laws requiring
28 payment of minimum wage and overtime wages;

1 3. An order declaring that there is no employment relationship between
2 GEO and detainees housed at the Adelanto Facility who participate in the Volunteer
3 Work Program, specifically that GEO is not the employer of such detainees, and
4 that such detainees are not employees of GEO;

5 4. An order declaring that GEO has not violated the TVPA or California
6 TVPA.

7 5. In the event Counter-Defendant and the putative class members prevail
8 on their claims, an order awarding GEO all costs and expenses for goods and
9 services that unjustly enriched Counter-Defendant and the putative class members,
10 including but not limited to housing, food, clothing, and recreation and health
11 services; and all wages that unjustly enriched detainees in excess of the \$1.00 daily
12 rate paid to them.

13 6. An award of attorneys' fees and costs; and

14 7. Other and further relief as the Court deems just and equitable.

15
16 Dated: July 20, 2018

LESLEY HOLMES
MARK EMERY
CHARLES A. DEACON
NORTON ROSE FULBRIGHT US LLP

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By */s/ Lesley Holmes* _____
LESLEY HOLMES
Attorneys for The GEO Group, Inc.

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JURY DEMAND

Pursuant to FRCP 38(b), GEO demands a jury trial as to all triable issues raised in both the FAC and the Counterclaims.

Dated: July 20, 2018

LESLEY HOLMES
MARK EMERY
CHARLES A. DEACON
NORTON ROSE FULBRIGHT US LLP

By */s/ Lesley Holmes* _____
LESLEY HOLMES
Attorneys for The GEO Group, Inc.

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PROOF OF SERVICE

Raul Novoa, individually and on behalf of all others similarly situated v. The Geo Group, Inc.

USDC Central District of California, Eastern Division
Case No. 5:17-cv-02514-JGB-SHKx

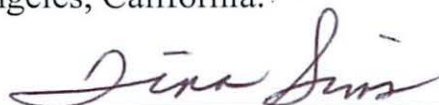
I, Tina Sims, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 555 South Flower Street, Forty-First Floor, Los Angeles, California 90071. On July 20, 2018, I served a copy of the document(s) listed below by electronically submitting the document(s) with the Clerk of the United States District Court, Central District of California, using the CM/ECF case filing system which will then send a notification of such filing to the person(s) at the e-mail address(es) set forth below. I hereby certify that I have provided copies to all counsel of record electronically or by another manner authorized by Fed. R. Civ. P. 5(b)(2)(C).

DEFENDANT THE GEO GROUP, INC.'S ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT and THE GEO GROUP, INC.'S COUNTERCLAIMS (1) Unjust Enrichment/Offset (2) Declaratory Relief

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on July 20, 2018, at Los Angeles, California.



Tina Sims

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