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12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

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

16 *Plaintiff,*

17 v.

18 **THE GEO GROUP, INC.,**

19 *Defendant.*

Civil Action No. 5:17-cv-02514

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

CLASS ACTION

20
21
22 **PRELIMINARY STATEMENT**

23 1. This action arises from systematic and unlawful wage theft, unjust
24 enrichment, and forced labor at the nation’s deadliest civil immigration detention
25 facility—California’s Adelanto Detention Center (the “Adelanto Facility” or the
26 “Facility”).
27
28

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

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

7
8 4. Although it is contractually required to provide for all essential detention
9 services at the Facility, GEO uses the nearly-free labor of detainees to perform these
10 services in order to maximize profits.

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

12
13 6. This labor is not voluntary in any meaningful sense. GEO maintains a
14 corporate policy and uniform practice at the Adelanto Facility of withholding necessary
15 care from its detainees to ensure a ready supply of available labor needed to operate the
16 Facility. As a result, detainees are forced to submit to GEO’s \$1 per day scheme in order
17 to buy the basic necessities – including food, water, and hygiene products – that GEO
18 refuses to provide for them.

19
20
21 7. GEO maintains a corporate policy and uniform practice at the Adelanto
22 Facility of threatening detainees who refuse to work with disciplinary segregation or
23 solitary confinement, reporting their actions to the United States Immigration and
24 Customs Enforcement (“ICE”), or referring them for criminal prosecution. These
25 abusive practices and threats of abuse ensure that detainees will continue working for
26 subminimum wages.
27
28

1 permanent residents (green card holders) with longstanding family and community ties,
2 survivors of torture, asylum seekers, victims of human trafficking, children, and
3 pregnant women.
4

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

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

12 20. Notwithstanding immigration detention's civil nature and purpose,
13 detainees are often subjected to prison-like conditions. According to Dora Schriro,
14 former head of ICE's Office of Detention Policy and Planning, most detainees are held
15 – systematically and unnecessarily – under circumstances inappropriate for immigration
16 detention's noncriminal purposes.² Detainees are frequently subjected to punitive and
17 long-term solitary confinement, inadequate medical care, sexual and physical assault, and
18 other harsh conditions of confinement, all without a conviction.
19
20

21 21. Many detainees submit to deportation simply to obtain release from these
22 intolerable conditions, even when they have valid claims to remain in the United States,
23 including claims to asylum or other discretionary relief.
24

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

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

1 **B. The privatization of immigration detention and GEO's economic windfall.**

2 22. Immigration detention expanded roughly eightfold over the past two
3 decades, from a capacity of 5,532 detention beds in 1994³ to a current capacity of over
4 41,000.⁴

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

8
9 24. As immigration detention has expanded, private prison corporations,
10 particularly GEO, have gained an increasing share of the contracts for new detention
11 beds.⁶

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

22 ⁴ Jenny Jarvie, "This industry stands to benefit from Trump's crackdown on the
23 border," Los Angeles Times (Feb. 14, 2017) *available at*
24 <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
26 talking about, Washington Post (Apr. 28, 2015), *available at*
27 [https://www.washingtonpost.com/posteverything/wp/2015/04/28/how-for-profit-](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)
28 [prisons-have-become-the-biggest-lobby-no-one-is-talking-](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)
[about/?utm_term=.25de04ae71f9](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)

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

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

4
5 26. GEO’s 2016 revenues were over \$2 billion, and its stock is publicly traded
6 on the New York Stock Exchange.

7
8 27. GEO’s economic windfall, and the profitability of its immigration
9 detention enterprise, arises from its policy of systemically withholding necessary care
10 from detainees to ensure a readily available, captive labor force that cleans, maintains,
11 and operates its facilities for sub-minimal wages under threat of solitary confinement
12 and abuse of legal process. Without this nearly free detainee labor, GEO’s windfall from
13 immigrant detention would be substantially decreased.

14
15 **C. GEO withholds necessary care from detainees at the Adelanto Facility.**

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

20
21 29. The Adelanto Facility is notorious for its poor treatment of detainees.

22 30. For example, in November 2011, shortly after the Adelanto Facility
23 opened, an ICE annual review found that the facility’s “medical officials were not
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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 conducting detainee health appraisals within 14 days of arrival, and registered nurses
2 were performing health assessments” without proper training or certification.⁹

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

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

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

18
19
20 ⁹ [https://www.ice.gov/doclib/foia/odo-compliance-](https://www.ice.gov/doclib/foia/odo-compliance-inspections/adelantoCorrectionalFac_Adelanto-CA-Sept_18-20-2012.pdf)
21 [inspections/adelantoCorrectionalFac_Adelanto-CA-Sept_18-20-2012.pdf](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,
24 Office of Oversight Detention, “Compliance Inspection,” (July 2014), *available at*
25 <https://www.ice.gov/doclib/foia/odo-compliance-inspections/2014AdelantoJuly.pdf>

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

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-](http://beta.latimes.com/local/lanow/la-me-ln-adelanto-hunger-strike-ends-20151116-story.html)
[me-ln-adelanto-hunger-strike-ends-20151116-story.html](http://beta.latimes.com/local/lanow/la-me-ln-adelanto-hunger-strike-ends-20151116-story.html)

1 34. The Adelanto Facility was called “the deadliest detention center of 2017”
2 by immigrant rights activists because more detainees died there than in any other
3 detention center in the United States that year.¹⁴
4

5 35. A peer-reviewed study released in 2017 found that detainees held six
6 months or more in the Adelanto Facility experienced lower likelihoods of receiving any
7 in-person visitation with their children as well as fewer total visits.¹⁵
8

9 36. Despite this track record, GEO maintains a corporate policy and uniform
10 practice of withholding sufficient food, water, and hygiene products from the detainees
11 at the Adelanto Facility. As a result, detainees are forced to either purchase these daily
12 necessities from the Facility’s commissary or go without.
13

14 37. By maintaining these harsh conditions and purposely withholding basic
15 necessities from detainees, GEO ensures an available labor pool of detainees will work
16 for only \$1 per day, thus allowing it to continue operating the Adelanto Facility at an
17 enormous profit.
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19
20
21
22

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

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

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

2 38. Through its so-called Voluntary Work Program (the “Work Program”),
3
4 GEO hires detainees to perform work that directly contributes to institutional
5 operations, at a rate of \$1 per day.¹⁶

6 39. Despite its name, the Work Program is not “voluntary.” Instead, GEO
7 maintains a corporate policy and uniform practice at the Adelanto Facility of
8 withholding necessary care from its detainees. As a result, detainees are forced to submit
9 to GEO’s \$1 per day scheme in order to buy necessities – including food, water, and
10 hygiene products – that GEO refuses to provide for them.
11

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

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

21 42. GEO provides all necessary personal protection equipment and work
22 uniforms. For example, kitchen workers are provided with and required to wear a white
23 top/bottom uniform with a white apron, rubberized work boots, beard guards and
24 hairnets, and freezer jackets and gloves as needed.
25
26

27
28

¹⁶ *Id.*

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

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

6 45. GEO informs all detainees entering the Adelanto Facility that the
7 following work assignments may be available through the Work Program:
8

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

18
19
20 46. In the course of their labor and employment by GEO, detainees employed
21 in the Work Program performed a wide range of work, including but not limited to:
22

- 23 a. Scrubbing bathrooms, showers, toilets, and windows;
- 24 b. Cleaning and maintaining GEO’s on-site medical facility;
- 25 c. Cleaning patient rooms and medical staff offices;
- 26
- 27
- 28

- 1 d. Sweeping, mopping, stripping, and waxing floors throughout the
- 2 facility;
- 3
- 4 e. Washing detainee laundry;
- 5
- 6 f. Preparing, cooking, and serving detainee meals;
- 7
- 8 g. Washing dishes;
- 9
- 10 h. Cleaning the kitchen and cafeteria before and after detainee meals;
- 11
- 12 i. Performing clerical work for GEO;
- 13
- 14 j. Running and managing the law library;
- 15
- 16 k. Providing barber services to detainees;
- 17
- 18 l. Cleaning intake areas and solitary confinement units; and
- 19
- 20 m. Cleaning and maintaining recreational areas.

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

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

27 49. GEO’s contract with ICE requires GEO to comply with all federal, state,
28 and local laws.

1 50. No clause in GEO's contract with ICE or any rule or standard
2 incorporated by reference into the contract requires GEO to maximize its profits by
3 paying detainees sub-minimum wages.
4

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

6 **E. Plaintiff Novoa's employment at the Adelanto Facility**
7

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

10 53. Mr. Novoa is employed by a commercial construction company to
11 complete roofing, tiling, drywalling, and framing projects. He currently earns \$15.65 per
12 hour.
13

14 54. Mr. Novoa was detained at the Adelanto Facility from June 2012 through
15 February 2015.
16

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

19 56. As a janitor, Mr. Novoa worked in a five-person crew to clean windows,
20 floors, showers, bathrooms, and communal areas in the Facility. He worked four-hour
21 shifts, up to seven days per week. He used cleaning supplies and equipment provided by
22 GEO.
23

24 57. As a barber, Mr. Novoa provided haircutting services to other detainees.
25 He worked up to 10 hours per day, seven days per week. He used barber supplies and
26 equipment provided by GEO.
27
28

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

5 59. GEO withheld daily necessities from Mr. Novoa, thereby forcing him to
6 work for subminimum wages in order to buy those daily necessities for himself and
7 avoid serious harm, including, but not limited to, malnutrition, unsanitary living quarters,
8 extreme isolation, and unhygienic conditions of confinement.
9

10 60. During his detention, Mr. Novoa was often undernourished and
11 dehydrated because GEO withheld sufficient food and water. He was also served rotten
12 meat, moldy bread, and inedible produce.
13

14 61. The drinking water provided by GEO ran black for days at a time and
15 caused nausea or headaches if ingested.
16

17 62. Mr. Novoa lost approximately 30 pounds in detention at the Adelanto
18 Facility.
19

20 63. In order to survive, Mr. Novoa purchased food and water from the
21 commissary using his wages from the Work Program.
22

23 64. GEO did not provide Mr. Novoa with sufficient quantities of shampoo,
24 lotion, or soap. As a result, Mr. Novoa was often forced to purchase those necessities
25 from the commissary using his wages from the Work Program.
26

27 65. On several occasions, Mr. Novoa developed a blistering sunburn on his
28 face. GEO did not provide him with sunscreen, even after he requested it from medical

1 personnel. Instead, Mr. Novoa was forced to purchase sunscreen from the commissary
2 using his wages form the Work Program.

3
4 66. The shoes issued to Mr. Novoa when he arrived at the Adelanto Facility
5 fell apart within his first week in detention. GEO did not replace them. Instead, Mr.
6 Novoa was forced to purchase another pair of shoes from the commissary using his
7 wages from the Work Program.

8
9 67. Mr. Novoa spent his wages on soap, shampoo, lotion, sunscreen, food,
10 clean drinking water, shoes, and other necessities. These items were not provided to Mr.
11 Novoa regularly or in sufficient quantities. Some of these necessities, like sunscreen,
12 were not provided to Mr. Novoa at all.

13
14 68. Officers threatened to put Mr. Novoa in disciplinary segregation, *i.e.*,
15 solitary confinement, if he stopped working, encouraged other detainees to stop working
16 or complained about subminimum wages.

17
18 69. On several occasions, officers threatened to or actually forced Mr. Novoa
19 to move to a different dorm – isolated from his peers and friends – after he complained
20 about the Work Program, subminimum wages and/or the deprivation of necessities at
21 the Adelanto Facility. During these transfers, officers would “toss” Mr. Novoa’s dorm
22 by throwing his belongings and papers in disarray. As a result of these actions, Mr.
23 Novoa felt harassed, intimidated, threatened, and embarrassed.

24
25
26 70. Officers threatened to segregate detainees who complained about the
27 Work Program, working conditions, and/or subminimum wages.

28

1 entities. Plaintiff reserves the right to revise the Class Definition based upon information
2 learned through discovery.

3
4 **B. Class Certification Requirements under Rule 23**

5 78. **Numerosity: Rule 23(a)(1).** Each class is so numerous that joinder of all
6 members is impracticable. Plaintiff does not know the exact size of the class since that
7 information is within the control of GEO. However, upon information and belief,
8 Plaintiff alleges that the number of class members is numbered in the thousands.
9 Membership in the class is readily ascertainable from GEO's detention and employment
10 records.
11

12
13 79. **Commonality and Predominance: Rules 23(a)(2) and 23(b)(3).** There
14 are numerous questions of law or fact common to the Class, and those issues
15 predominate over any question affecting only individual class members. The common
16 legal and factual issues include the following:
17

- 18 a. Whether Plaintiff and the Class Members were entitled to the
19 protections of the California Minimum Wage Order;
20
21 b. Whether Plaintiff and the Class Members performed compensable
22 work;
23
24 c. Whether Plaintiff and the Class Members were paid \$1 per day for their
25 labor;
26
27 d. Whether GEO engaged in conduct that violated California law –
28 including the California Minimum Wage Order, the California Unfair

- 1 Competition Law, and the California Trafficking Victims Protection
2 Act;
- 3
- 4 e. Whether GEO engaged in conduct that violated the federal Trafficking
5 Victims Protection Act;
- 6
- 7 f. Whether Plaintiff and the Class Members are entitled to equitable relief,
8 including injunctive and declaratory relief; and
- 9
- 10 g. Whether Plaintiff and the Class members are entitled to damages and
11 other monetary relief and, if so, in what amount.

12 80. **Typicality: Rule 23(a)(3).** The claims asserted by Plaintiff is typical of
13 the claims of the Class, in that the representative plaintiff, like all Class Members, was
14 paid subminimum wages while employed by GEO at the Adelanto Facility. Each
15 member of the proposed Class has been similarly injured financially by GEO's
16 misconduct.

17

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

23

24

25 82. **Superiority: Rules 23(b)(3).** Plaintiff and the Class Members have all
26 suffered and will continue to suffer harm and damages as a result of GEO's wrongful
27 conduct. A class action is superior to other available methods for the fair and efficient
28

1 adjudication of the controversy. Treatment as a class action will permit a large number
 2 of similarly situated persons to adjudicate their common claims in a single forum
 3 simultaneously, efficiently, and without the duplication of effort and expense that
 4 numerous individual actions would engender. Class treatment will also permit the
 5 adjudication of claims by many members of the proposed class who could not
 6 individually afford to litigate a claim such as is asserted in this complaint. This class
 7 action likely presents no difficulties in management that would preclude maintenance as
 8 a class action.
 9
 10

11 CAUSES OF ACTION

12 COUNT I 13 **CALIFORNIA MINIMUM WAGE LAW** 14 **Cal. Labor Code §§ 1194, 1197, 1197.1**

15 83. Plaintiff realleges and incorporate by reference herein all allegations above.

16 84. The California Legislature set the following minimum wages for 2011-
 17 2017:¹⁷
 18

19 January 1, 2017	\$10.50 for employers with 26 employees or more
20 January 1, 2014	\$9.00
21 January 1, 2008	\$8.00

22
 23
 24
 25
 26
 27 ¹⁷ See <http://www.dir.ca.gov/iwc/MinimumWageHistory.htm/>;
 28 https://www.dir.ca.gov/dlse/faq_minimumwage.htm

1 100. California’s Unfair Competition Law (“UCL”) prohibits unfair
2 competition, defined as “any unlawful, unfair or fraudulent business act or practice and
3 unfair, deceptive, untrue or misleading advertising and any act prohibited by [California’s
4 False Advertising Law].” Cal. Bus. & Prof. Code § 17200.
5

6 101. GEO willfully violated, and continues to violate, the “unlawful” prong of
7 the UCL by violating California labor law.
8

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

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

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

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

22 105. Pursuant to the California Trafficking Victims Protection Act, Cal. Civ.
23 Code § 52.5, “a victim of human trafficking, as defined in Section 236.1 of the Penal
24 Code, may bring a civil action for actual damages, compensatory damages, punitive
25 damages, injunctive relief, any combination of those, or any other appropriate relief.”
26
27
28

1 106. Human trafficking is defined as the deprivation or violation of the personal
2 liberty of another “with the intent to obtain forced labor or services.” Cal. Penal Code
3 § 236.1.
4

5 107. Forced labor or services is defined as “labor or services that are performed
6 or provided by a person and are obtained or maintained through force, fraud, duress, or
7 coercion, or equivalent conduct that would reasonably overbear the will of the
8 person.” Cal. Penal Code § 236.1(h)(5).
9

10 108. GEO materially and significantly reduced its labor costs and expenses, and
11 increased its profits, by unlawfully forcing and coercing Plaintiff and the Class Members
12 to perform uncompensated labor. In order to drive profits, GEO acted with the intent
13 to obtain forced labor or services from its detainees.
14

15 109. As alleged herein, GEO did not and does not provide detainees at the
16 Adelanto Facility with sufficient provisions and necessities for daily life. In order to
17 purchase these necessary items, including bottled water and extra food, Plaintiff and the
18 Class Members were forced or coerced to perform labor and services for GEO for \$1
19 per day.
20
21

22 110. Plaintiff and Class Members are entitled to recover from GEO all amounts
23 that GEO has wrongfully and improperly obtained, and GEO should be required to
24 disgorge to Plaintiff and the Class Members the benefits it has unjustly obtained. Plaintiff
25 and Class Members are also entitled to recover exemplary damages. C.R.S. § 13- 21-102.
26
27
28

- 1 d. Order disgorgement of GEO's unjustly-acquired revenue, profits, and other
2 benefits resulting from its unlawful conduct;
3
4 e. Award declaratory and other equitable relief as is necessary to protect the
5 interests of Plaintiff and Class Members;
6
7 f. Award injunctive relief as is necessary to protect the interests of Plaintiff and
8 Class Members, including enjoining GEO from continuing to conduct
9 business through the unlawful and unfair practices alleged herein;
10
11 g. Award Plaintiff and Class Members monetary damages for lost wages in an
12 amount to be determined at trial;
13
14 h. Award Plaintiff and Class members their reasonable litigation expenses and
15 attorneys' fees; and
16
17 i. Award any further relief that the Court deems just and equitable.

17 Dated: July 6, 2018

18 Respectfully Submitted,

19 /s/ Korey A. Nelson

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CERTIFICATE OF SERVICE

On July 6, 2018, I electronically submitted the foregoing document with the clerk of the court for the U.S. District Court, Central District of California, using the electronic case filing system. 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).

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