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23 ATTORNEYS FOR DEFENDANT  
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 ORIGINAL  
COMPLAINT**

**and**

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

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

**DEMAND FOR JURY TRIAL**

Complaint Filed: 12/19/17

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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 Complaint for Declaratory and Injunctive Relief and Damages (“Complaint;” Dkt. #1) 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 Complaint 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 Complaint.

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 Complaint.

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

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 Complaint.

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

11 7. Paragraph 7 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. To  
13 the extent this paragraph alleges any facts, GEO denies the allegations in Paragraph  
14 7 of the Complaint. Civil immigration detainees who participate in the Voluntary  
15 Work 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 Complaint contains Plaintiff's characterization of  
18 the nature of the action rather than averring any facts for GEO to admit or deny. To  
19 the extent this paragraph alleges any facts, GEO denies the allegations in Paragraph  
20 8 of the Complaint. California's Minimum Wage Law ("MWL") does not establish  
21 an 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 Complaint and  
27 accordingly denies the truth of the allegations.  
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**JURISDICTION AND VENUE**

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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 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 Complaint.

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 Complaint.

14. Paragraph 14 of the Complaint 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 Complaint 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 Complaint states Plaintiff’s understanding of the  
4 nature of the action rather than alleging any facts for GEO to admit or deny. To the  
5 extent any facts are alleged, GEO denies the allegations in Paragraph 17 of the  
6 Complaint.

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

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

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

18 21. Paragraph 21 of the Complaint states Plaintiff’s understanding of the  
19 nature of the action rather than alleging any facts for GEO admit or deny. To the  
20 extent any facts are alleged, GEO denies the allegations in Paragraph 21 of the  
21 Complaint.

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

24 22. GEO is without knowledge or information sufficient to form a belief as  
25 to the truth of the allegations set forth as Paragraph 22 of the Complaint and  
26 accordingly denies the truth of the allegations.

27 23. GEO admits that it engages in lobbying efforts. GEO is without  
28 knowledge or information sufficient to form a belief as to the truth of the remaining

1 allegations regarding other private prison corporations set forth as Paragraph 23 of  
2 the Complaint. GEO denies the truth of the remaining allegations set forth in  
3 Paragraph 23 of the Complaint.

4 24. Paragraph 24 of the Complaint states Plaintiff's understanding of the  
5 nature of the action rather than alleging any facts for GEO admit or deny. To the  
6 extent any facts are alleged, GEO denies the allegations in Paragraph 24 of the  
7 Complaint.

8 25. GEO is without knowledge or information sufficient to form a belief as  
9 to the truth of the allegations set forth as Paragraph 25 of the Complaint and  
10 accordingly denies the truth of the allegations.

11 26. GEO admits it is a publicly traded corporation that is listed on the New  
12 York Stock Exchange. GEO denies the remaining allegations set forth as Paragraph  
13 26 of the Complaint.

14 27. Paragraph 27 of the Complaint states Plaintiff's understanding of the  
15 nature of the action rather than alleging any facts for GEO admit or deny. To the  
16 extent any facts are alleged, GEO denies the allegations in Paragraph 27 of the  
17 Complaint.

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

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

24 29. GEO denies the allegations set forth in Paragraph 29 of the Complaint.

25 30. GEO denies the allegations set forth in Paragraph 30 of the Complaint.

26 31. GEO denies the allegations set forth in Paragraph 31 of the Complaint.

27 32. GEO denies the allegations set forth in Paragraph 32 of the Complaint.

28 33. GEO denies the allegations set forth in Paragraph 33 of the Complaint.

1 34. GEO denies the allegations set forth in Paragraph 34 of the Complaint.

2 35. GEO denies the allegations set forth in Paragraph 35 of the Complaint.

3 36. GEO denies the allegations set forth in Paragraph 36 of the Complaint.

4 37. GEO denies the allegations set forth in Paragraph 37 of the Complaint.

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

7 38. GEO admits that detainees who choose to participate in the federally-  
8 mandated Voluntary Work Program may receive a \$1 allowance for each day of  
9 participation regardless of tasks performed, work accomplished, or duration of  
10 participation. The \$1 allowance per detainee is passed from ICE to detainees via a  
11 detainee trust account. GEO denies the remaining allegations set forth in Paragraph  
12 38 of the Complaint.

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

21 40. Paragraph 40 of the Complaint contains Plaintiff's characterization of  
22 the nature of the action rather than averring any facts for GEO to admit or deny. To  
23 the extent this paragraph alleges any facts, GEO denies the allegations in Paragraph  
24 40 of the Complaint. Civil immigration detainees who participate in the Voluntary  
25 Work Program are not employed by GEO, and they have no basis to claim  
26 minimum wage payments, individually or as a class.

27 41. Paragraph 41 of the Complaint contains Plaintiff's characterization of  
28 the nature of the action rather than averring any facts for GEO to admit or deny. To

1 the extent this paragraph alleges any facts, GEO denies the allegations in Paragraph  
2 41 of the Complaint.

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

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

9 44. GEO denies the allegations set forth in Paragraph 44 of the Complaint.

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

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

18 47. Paragraph 47 of the Complaint contains Plaintiff's characterization of  
19 the nature of the action rather than averring any facts for GEO to admit or deny. To  
20 the extent this paragraph alleges any facts, GEO denies the allegations in Paragraph  
21 47 of the Complaint.

22 48. Paragraph 48 of the Complaint contains Plaintiff's characterization of  
23 the nature of the action rather than averring any facts for GEO to admit or deny. To  
24 the extent this paragraph alleges any facts, GEO denies the allegations in Paragraph  
25 48 of the Complaint. California's MWL does not establish an employment  
26 relationship between detainees and GEO. Competitive employment opportunities  
27 covered by the MWL serve no purpose in this environment and conflict with federal  
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1 immigration and detention policies. Federal immigration detainees similarly have  
2 no right to claim competitive wages while detained at government expense.

3 49. GEO denies the allegations set forth in Paragraph 49 of the Complaint.  
4 The ICE contract may require compliance with applicable federal, state and local  
5 laws, but GEO expressly denies the applicability of California's laws to GEO as  
6 stated by Plaintiff and the putative class.

7 50. Paragraph 50 of the Complaint contains Plaintiff's characterization of  
8 the nature of the action rather than averring any facts for GEO to admit or deny. To  
9 the extent this paragraph alleges any facts, GEO denies the allegations in Paragraph  
10 50 of the Complaint.

11 51. GEO denies the allegations set forth in Paragraph 51 of the Complaint.

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

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

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

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

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

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1 paragraph alleges any facts or a response is necessary, GEO denies the allegations  
2 in Paragraph 64 of the Complaint.

3 **A. Class Definition**

4 65. Paragraph 65 of the Complaint contains Plaintiff's characterization of  
5 the nature of the action rather than averring any facts for GEO to admit or deny and  
6 calls for a legal conclusion to which no response is necessary. To the extent this  
7 paragraph alleges any facts or a response is necessary, GEO denies the allegations  
8 in Paragraph 65 of the Complaint.

9 66. Paragraph 66 of the Complaint contains Plaintiff's characterization of  
10 the nature of the action rather than averring any facts for GEO to admit or deny and  
11 calls for a legal conclusion to which no response is necessary. To the extent this  
12 paragraph alleges any facts or a response is necessary, GEO denies the allegations  
13 in Paragraph 66 of the Complaint.

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

15 67. **Numerosity: Rule 23(a)(1).** Paragraph 67 of the Complaint contains  
16 Plaintiff's characterization of the nature of the action rather than averring any facts  
17 for GEO to admit or deny and calls for a legal conclusion to which no response is  
18 necessary. To the extent this paragraph alleges any facts or a response is necessary,  
19 GEO denies the allegations in Paragraph 67 of the Complaint.

20 68. **Commonality and Predominance: Rules 23(a)(2) and 23(b)(3).**  
21 Paragraph 68 of the Complaint contains Plaintiff's characterization of the nature of  
22 the action rather than averring any facts for GEO to admit or deny and calls for a  
23 legal conclusion to which no response is necessary. To the extent this paragraph  
24 alleges any facts or a response is necessary, GEO denies the allegations in  
25 Paragraph 68 of the Complaint.

26 69. **Typically: Rule 23(a)(3).** Paragraph 69 of the Complaint contains  
27 Plaintiff's characterization of the nature of the action rather than averring any facts  
28 for GEO to admit or deny and calls for a legal conclusion to which no response is

1 necessary. GEO specifically denies that Plaintiff or any purported class member  
2 was “employed by GEO at the Adelanto Facility.” To the extent any additional  
3 facts are alleged or a response is necessary, GEO denies the remaining allegations  
4 set forth in Paragraph 69 of the Complaint.

5 70. **Adequacy: Rule 23(a)(4).** GEO is without knowledge or information  
6 sufficient to form a belief as to the truth of the allegations set forth in Paragraph 70  
7 of the Complaint and accordingly denies the truth of the allegations.

8 71. **Superiority: Rules 23(b)(3).** Paragraph 71 of the Complaint contains  
9 Plaintiff’s characterization of the nature of the action rather than averring any facts  
10 for GEO to admit or deny and calls for a legal conclusion to which no response is  
11 necessary. To the extent this paragraph alleges any facts or a response is necessary,  
12 GEO denies the allegations in Paragraph 71 of the Complaint.

13 **CAUSES OF ACTION**

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

17 72. GEO incorporates by reference its responses to the allegations in  
18 Paragraph 1 through 71 as if set forth fully herein.

19 73. GEO admits the allegations set forth in Paragraph 73 of the Complaint.

20 74. Paragraph 74 of the Complaint calls for a legal conclusion to which no  
21 response is necessary. To the extent a response is necessary, GEO is without  
22 knowledge or information sufficient to form a belief as to the truth of the  
23 allegations set forth in Paragraph 74 of the Complaint and accordingly denies the  
24 truth of the allegations.

25 75. GEO denies the allegations set forth in Paragraph 75 of the Complaint,  
26 including, specifically, the allegation that detainees at the Adelanto Facility have  
27 “wage protections.”  
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1 **COUNT III**  
2 **CALIFORNIA UNFAIR COMPETITION LAW**  
3 **Cal. Bus. & Prof. Code §§ 17200, et seq.**

4 88. GEO incorporates by reference its responses to the allegations in  
5 Paragraph 1 through 87 as if set forth fully herein.

6 89. Paragraph 89 of the Complaint calls for a legal conclusion to which no  
7 response is required. To the extent a response is required, GEO denies the  
8 allegations set forth in Paragraph 89 of the Complaint.

9 90. GEO denies the allegations set forth as Paragraph 90 of the Complaint.

10 91. GEO denies the allegations set forth as Paragraph 91 of the Complaint.

11 92. GEO denies the allegations set forth as Paragraph 92 of the Complaint.

12 **COUNT IV**  
13 **CALIFORNIA TRAFFICKING VICTIMS PROTECTION ACT**  
14 **Cal. Civ. Code §52.5**

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

17 94. Paragraph 94 of the Complaint calls for a legal conclusion to which no  
18 response is required. To the extent a response is required, GEO denies the  
19 allegations set forth in Paragraph 94 of the Complaint.

20 95. Paragraph 95 of the Complaint calls for a legal conclusion to which no  
21 response is required. To the extent a response is required, GEO denies the  
22 allegations set forth in Paragraph 95 of the Complaint.

23 96. Paragraph 96 of the Complaint calls for a legal conclusion to which no  
24 response is required. To the extent a response is required, GEO denies the  
25 allegations set forth in Paragraph 96 of the Complaint.

26 97. GEO denies the allegations set forth as Paragraph 97 of the Complaint.

27 98. GEO denies the allegations set forth as Paragraph 98 of the Complaint.

28 99. GEO denies the allegations set forth as Paragraph 99 of the Complaint.

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

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4 100. GEO incorporates by reference its responses to the allegations in  
5 Paragraph 1 through 99 as if set forth fully herein.

6 101. GEO denies the allegations set forth in Paragraph 101 of the  
7 Complaint.

8 102. GEO denies the allegations set forth in Paragraph 102 of the  
9 Complaint.

10 103. GEO denies the allegations set forth in Paragraph 103 of the  
11 Complaint.

12 104. GEO denies the allegations set forth in Paragraph 104 of the  
13 Complaint.

14 105. GEO denies the allegations set forth in Paragraph 105 of the  
15 Complaint.

16 106. GEO denies the allegations set forth in Paragraph 106 of the  
17 Complaint.

18 107. GEO denies the allegations set forth in Paragraph 107 of the  
19 Complaint.

20 108. GEO denies the allegations set forth in Paragraph 108 of the  
21 Complaint.

22 109. GEO denies the allegations set forth in Paragraph 109 of the  
23 Complaint.

**PRAYER FOR RELIEF**

24 In answering the Prayer for Relief, GEO denies that Plaintiff and the Class  
25 Members are entitled to any of the relief they seek and notes that the Court has  
26 dismissed Counts IV and V as failing to state a claim upon which relief may be  
27 granted. GEO denies that this matter is suitable for class certification. GEO  
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1 affirmatively alleges that Plaintiff lacks standing to assert claims on behalf of other  
2 individuals, that Plaintiff lacks standing to seek declaratory and/or injunctive relief,  
3 and that Plaintiff is not a proper class representative.

4 **AFFIRMATIVE DEFENSES**

5 **FIRST AFFIRMATIVE DEFENSE**

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

8 **SECOND AFFIRMATIVE DEFENSE**

9 GEO has immunity from this lawsuit.

10 **THIRD AFFIRMATIVE DEFENSE**

11 Plaintiff seeks relief barred by the statute of limitations.

12 **FOURTH AFFIRMATIVE DEFENSE**

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

14 **FIFTH AFFIRMATIVE DEFENSE**

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

17 **SIXTH AFFIRMATIVE DEFENSE**

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

21 **SEVENTH AFFIRMATIVE DEFENSE**

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

**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 an unreasonable 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**

GEO reserves the right to amend its Answer to Plaintiff's Complaint 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.

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**PRAYER**

WHEREFORE, GEO respectfully requests:

1. That Plaintiff take nothing by the Complaint;
2. A dismissal of the Complaint 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 not waive and expressly reserves its objection to subject matter jurisdiction with respect to Plaintiff’s/Counter-Defendant’s claims.

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

2. Alternatively, this Court has supplemental jurisdiction over these counterclaims pursuant to 28 U.S.C. § 1367(a), as these counterclaims form part of

1 the same case or controversy as the claims asserted by Plaintiff/Counter-Defendant  
2 under Article III of the United States Constitution.

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

5 **PARTIES**

6 4. GEO is a Florida corporation with its principal place of business in  
7 Florida. GEO is a service provider that operates the Adelanto Facility for the  
8 housing of federal immigration detainees in the custody of the federal government,  
9 under terms set out in the contracts between the City of Adelanto and ICE, and  
10 applicable regulations and detention facility standards, and the laws of the United  
11 States.

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

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

20 7. Because Counter-Defendant was in the custody of the federal  
21 government while at the Adelanto Facility and participated in the Voluntary Work  
22 Program, California's Minimum Wage Law ("MWL") does not apply to him.

23 **FIRST CAUSE OF ACTION**

24 **Unjust Enrichment/Offset**

25 8. The City of Adelanto's detention services contract with ICE requires  
26 all contractor and subcontractor personnel at the Adelanto Facility to meet high  
27 standards of professionalism and integrity, and sets specific requirements that must  
28 be met before an employee is permitted to enter duty at the facility, including

1 interviews, criminal history and other background checks, and employment  
2 eligibility verification. Pursuant to the contract, ICE is the final approval authority  
3 for all contractor and subcontractor personnel who work with federal detainees at  
4 the Adelanto Facility under the terms of the agreement. Proposed personnel with  
5 criminal convictions must be specifically approved by ICE; any such persons who  
6 are still under supervision or jurisdiction of any parole, probation, or correctional  
7 authority are prohibited from employment at the Adelanto Facility.

8 9. As required by the City's contract with ICE, GEO administers the  
9 Voluntary Work Program at the Adelanto Facility, which is intended to offset the  
10 cost of detention to taxpayers and to reduce detainees' idle time. The Voluntary  
11 Work Program does not, and is not intended to, create an employer/employee  
12 relationship between GEO and detainees housed at the Adelanto Facility.

13 10. Because the program is purely voluntary, detainees are not required to  
14 participate.

15 11. Participation in the Voluntary Work Program is separate from  
16 detainees' responsibility to maintain their living areas in a neat and orderly manner,  
17 as required by ICE's Performance-Based National Detention Standards and ICE's  
18 detainee handbooks.

19 12. Because the Voluntary Work Program is intended to promote  
20 institutional maintenance and reduce detainee idleness, it includes none of the  
21 traditional performance metrics of a standard job. Consequently, GEO does not  
22 perform employment intake, background checks, or any of the normal vetting  
23 processes that must be done before a new employee can be hired. GEO does not  
24 require detainees to file the type of job applications that GEO's employees must  
25 provide, or require detainees to prove their work eligibility as required by federal  
26 law. Similarly, GEO does not evaluate or rate detainee performance, or discipline  
27 or fire detainees for poor performance. GEO also lacks authority to determine what  
28 assignments may be given to particular detainees, because ICE reserves this

1 function through its risk classification process. GEO performs none of the “hire” or  
2 “fire” roles of an employer, because ICE, not GEO, controls when detainees are  
3 brought to the Adelanto Facility, and when a detainee departs from the facility.

4 13. Also, as required by the City’s contract with ICE, GEO provides basic  
5 necessities to all detainees housed at the Adelanto Facility, which include food,  
6 shelter, utilities, clothing, bedding, recreation, entertainment, or medical, dental,  
7 optical or mental health services. Detainees do not pay GEO or the federal  
8 government for these services, either in whole or in part.

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

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

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

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

28

1           18. Neither Counter-Defendant nor any of the putative class members  
2 participated in the Voluntary Work Program for more than eight hours per day or  
3 40 hours per week, and in fact often volunteered significantly fewer hours  
4 depending on their work assignment, some of which involved less than one hour  
5 per day. Counter-Defendant's and putative class members' work performance and  
6 efficiency were not evaluated or tracked, and they were and are in no danger of  
7 being "fired" for underperformance.

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

13           20. During their detention at the Adelanto Facility, Counter-Defendant—  
14 similar to all putative class members—understood and acknowledged the amount  
15 they would receive for participation. Detainees are provided with a National  
16 Detainee Handbook, issued to them by ICE, that specifically states that if they  
17 wanted to participate in the Voluntary Work Program, they could receive \$1 per  
18 day for each day worked. Counter-Defendant chose to participate in the Voluntary  
19 Work Program despite knowing he would receive no more than \$1.00 per day  
20 regardless of his level of participation, and signed a form attesting to this  
21 understanding. Detainees signed an agreement acknowledging "Compensation will  
22 be \$1.00 per day." Counter-Defendant had, and could have had, no reasonable  
23 expectation that he would be entitled to a minimum wage for the tasks he  
24 performed.

25           21. Counter-Defendant—similar to all putative class members—paid  
26 neither GEO nor the federal government for the food, shelter, clothing, bedding,  
27 utilities, recreation, entertainment, or medical, optical, dental, or mental health  
28 services provided. Unlike a person outside of detention, who may claim a

1 minimum wage to enable him or her to afford these goods and services, Counter-  
2 Defendant and putative class members received the benefit of these goods and  
3 services from GEO without charge and without regard for participation in the  
4 Voluntary Work Program.

5 22. Counter-Defendant and any putative class members would unjustly  
6 benefit from the receipt of wage payments under the MWL and California wage  
7 orders at rates in excess of \$1.00 for participation in the Voluntary Work Program if  
8 Counter-Defendant, and any putative class members, were not required to offset  
9 such payments with the costs and expenses associated with their care while  
10 detained. GEO incurred costs and expenses caring for Counter-Defendant and  
11 other detainees in excess of \$11.00 per hour for all goods and services provided to  
12 them. By contrast, GEO's actual employees—who were paid minimum wage or  
13 more—resided outside the Adelanto Facility and did not receive the goods and  
14 services provided at no cost to the Adelanto Facility-detainees.

15 23. The rate of payment for participation in the Voluntary Work Program  
16 is set by ICE under the contract, and cannot be modified without ICE's approval.  
17 The money for Voluntary Work Program participation is deposited in detainee trust  
18 accounts, and made available to detainees who participate. Any requirement that  
19 GEO pay or advance money to detainees in excess of what was specified by the  
20 contracts, approved by ICE, and paid into detainee trust accounts unjustly enriches  
21 Counter-Defendant and/or putative class members. Such a payment would  
22 effectively increase GEO's burden for complying with its current contracts by  
23 unilaterally adding an entirely new service to that contract: employment of  
24 detainees at California minimum wages, notwithstanding that, unlike non-detainee  
25 recipients of minimum wages, detainees' living expenses are already being supplied  
26 to them for free.

27 24. In the event Counter-Defendant and/or any class members prevail on  
28 their theory that the MWL applies to detention programs like the Voluntary Work

1 Program at the Adelanto Facility, GEO is equitably entitled to recover its costs and  
2 expenses associated with detaining Counter-Defendant and the putative class  
3 members, including for goods and services associated with administering the  
4 Voluntary Work Program with respect to Counter-Defendant and all putative class  
5 members.

6 **SECOND CAUSE OF ACTION**

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

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

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

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

17 28. Pursuant to an express authorization from Congress that ICE may  
18 authorize allowances to immigration detainees for work performed while detained,  
19 ICE authorized an allowance of \$1.00 per day for each Voluntary Work Program  
20 participant.

21 29. ICE must authorize any increase in the allowance rate of \$1.00 per  
22 day, as expressed in the ICE contract for the Adelanto Facility. Without an ICE-  
23 approved increase in the allowance rate, detainees may not be given an allowance  
24 in excess of \$1.00 per day for participation in the Voluntary Work Program at the  
25 Adelanto Facility.

26 30. ICE also prohibits GEO from employing any detainees. ICE must  
27 clear any GEO employee working at the Adelanto Facility via a background check  
28



1 performed by ICE. ICE also requires GEO to immediately suspend any employee  
2 found to have a history of arrests.

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

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

19 33. GEO has already incurred attorneys' fees and other costs defending  
20 against Plaintiff/Counter-Defendant's claims, and will continue to do so.

21 34. ICE detainees at the Adelanto Facility, including Counter-Defendant  
22 and the putative class members, are federal immigration detainees housed at the  
23 Adelanto Facility pursuant to the City's detention services agreement with ICE.  
24 They are not employed by GEO, and are not employees of GEO. The work  
25 performed by these detainees is performed for reasons other than compensation in  
26 order to provide for necessary food and shelter, as detainees participating in the  
27 Voluntary Work Program do not participate in commerce and do not depend on the  
28 wages they earn for basic necessities such as, for example, housing, food, clothing,

1 and recreation, while detained, as those necessities are provided to them at taxpayer  
2 expense.

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

13 WHEREFORE, GEO prays for the following relief:

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

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

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

23 4. In the event Counter-Defendant and the putative class members prevail  
24 on their theory that California labor laws, including but not limited to laws  
25 regarding minimum wages, apply to detention facility work programs, including the  
26 Voluntary Work Program at the Adelanto Facility, an order awarding GEO all costs  
27 and expenses for goods and services that unjustly enriched Counter-Defendant and  
28 the putative class members, including but not limited to housing, food, clothing,

1 and recreation and health services; and all wages that unjustly enriched detainees in  
2 excess of the \$1.00 daily rate paid to them.

3 5. An award of attorneys' fees and costs; and

4 6. Other and further relief as the Court deems just and equitable.

5  
6 Dated: July 3, 2018

LESLEY HOLMES  
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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**

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

16

17

Dated: July 3, 2018

LESLEY HOLMES  
MARK EMERY  
CHARLES A. DEACON  
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By */s/ Lesley Holmes* \_\_\_\_\_  
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