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December 20, 2016

Submitted via email
Federal Election Commission
Office of Complaints Examination
and Legal Administration
Attn: Mary Beth deBeau, Paralegal
999 E Street NW
Washington, DC 20463
CELA@fec.gov

RE: MUR 7180

Dear Ms. deBeau:

On November 1, 2016 the Campaign Legal Center filed a complaint (MUR 7180) with the Commission alleging that GEO Corrections Holdings, Inc. had made, and the political committee Rebuilding America Now may have solicited and had received, contributions from a person who has received a federal government contract, in violation of 52 U.S.C. § 30119(a)(1) and (2). We write today to provide additional information relevant to the Commission's consideration of this case.

The complaint described how GEO Corrections Holdings, Inc., a wholly-owned subsidiary of the private prison company GEO Group, Inc., had contributed $100,000 to Rebuilding America Now on August 19, one day after the federal Bureau of Prisons announced it would be ending its use of private prisons. Subsequent reports indicate that GEO Corrections Holdings, Inc. contributed an additional $125,000 to Rebuilding America Now on November 1, 2016.[1]

[1] Rebuilding America Now, 2016 Post-General Report at 13, FEC Form 3X (filed December 08, 2016), http://docquery.fec.gov/pdf/740/201612089039950740/201612089039950740.pdf.

Other reports filed with the Commission indicate that GEO Corrections Holdings, Inc. additionally gave $200,000 to the Senate Leadership Fund on September 27, 2016,[2] and previously gave $100,000 to Conservative Solutions PAC on April 17, 2015.[3]

Published reports also provide further information as to the nature of GEO Corrections Holdings, Inc.'s status as a federal government contractor.

CLC's November 1 complaint described how, according to publicly-available records, GEO Corrections Holdings, Inc. appears to be a federal contractor as that term is defined at 11 C.F.R. § 115.1(a). GEO Corrections Holdings, Inc. operates the D. Ray James Detention Facility in Folkston, Georgia, according to labor relations cases filed with the National Labor Relations Board (NLRB).[4] A union certification vote at the facility, listing GEO Corrections Holdings, Inc. as the employer, was certified on December 3, 2013.[5]

A brief filed by GEO Corrections Holdings, Inc. in those proceedings states that the entity:

> is a large operator of prisons and other correctional facilities. (Tr. 20:4 11). It has contracts with several state and federal agencies, such as the Federal Bureau of Prisons and Immigration and Customs Enforcement, Department of Homeland Security. (Id.) The D. Ray James Detention Facility is a secure facility and is operated pursuant to a contract with the Federal Bureau of Prisons. (Id.)[6]

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[2] Senate Leadership Fund, 2016 October Monthly at 17, FEC Form 3X (filed October 20, 2016), http://docquery.fec.gov/pdf/799/201610209034170799/201610209034170799.pdf.

[3] Conservative Solutions PAC, 2015 Mid-Year Report at 14, FEC Form 3X (filed July 31, 2016), http://docquery.fec.gov/pdf/272/201507319000511272/201507319000511272.pdf.

[4] *See* documents filed in *GEO Corrections Holdings, Inc. v. Int'l Union, Security, Police, & Fire Professionals of America (SPFPA)*, Case No. 12-RC-097792, *available at* https://www.nlrb.gov/case/12-RC-097792.

[5] *Id*.

[6] Br. in Supp. Of GEO Corrections Holdings, Inc.'s Exceptions to the H'rg Officer's Report & Recommendations on Objections to Election at 1, 3, NLRB Case No. 12-RC-097792 (May 28, 2016), http://apps.nlrb.gov/link/document.aspx/09031d458126047e. Attached as Ex. A (emphasis added).

In response to press inquiries about the complaint, GEO spokesperson Pablo Paez claimed that the union had made an "error" in identifying GEO Corrections Holdings as the employer in the NLRB proceedings, telling the *Daily Beast*:

> "The D. Ray James facility's federal contract has never been with GEO Corrections Holdings; nor have any of our contracts . . . The entity houses all of our administrative functions and as a holding company it has no operations. GEO Corrections Holdings employs all of our corporate employees. GEO Corrections Holdings does not employ any of our facility employees."[7]

Yet, if the union made an error in identifying GEO Corrections Holdings Inc. as the respondent employer in NLRB proceedings, GEO had the opportunity to correct that "mistake," yet failed to do so. Instead, GEO acknowledged in signed documents that GEO Corrections Holdings Inc. was the facility's "employer" and declared that it has "contracts with several state and federal agencies, such as the Federal Bureau of Prisons and Immigration and Customs Enforcement."[8]

Additionally, a review of public documents on the NLRB website shows that—despite Paez's claim that "GEO Corrections Holdings does not employ any of our facility employees"—GEO Corrections Holdings Inc. has been listed as the "employer" in multiple labor relations cases in federally-contracted facilities,[9] including a union certification vote[10] at the Tacoma, Washington "Northwest Detention Center," an immigration detention facility operated by GEO under contract with U.S. Immigration and Customs Enforcement.[11]

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[7] Betsy Woodruff, *Did Private Prison Operator Illegally Boost Trump?*, DAILY BEAST (Dec. 14, 2016), http://www.thedailybeast.com/articles/2016/12/14/did-private-prison-contractor-illegally-boost-trump.html.

[8] *See supra* note 6 and Ex. A.

[9] *See* NLRB case page, *GEO Corrections Holdings, Inc. v. SPFPA Local 126*, Case No. 12-CA-118124, https://www.nlrb.gov/case/12-CA-118124; *GEO Corrections Holdings, Inc.*, Case No. 12-CA-115020, https://www.nlrb.gov/case/12-CA-115020.

[10] *See* NLRB case page, *GEO Corrections Holdings, Inc. v. SPFPA Local 445*, Case No. 19-RC-099484, https://www.nlrb.gov/case/19-RC-099484.

[11] *See* GEO Group website (archived), "Northwest Detention Center," https://web-beta.archive.org/web/20160208164922/http://www.geogroup.com/maps/locationdetails/52; *see also* Miriam Jordan, *Immigrant Detention System Could Be in Line for an Overhaul*, WALL ST. JOURN. (Sept. 27, 2016), (noting "ICE signed a new contract last year with GEO Group to operate

Paez also told the *Daily Beast*:

> "although GEO Corrections Holdings Inc., the company that made the donation, is a wholly-owned subsidiary of the GEO Group, it is a non-contracting legal entity and has no contracts with any governmental agency."[12]

However, available records indicate that GEO Corrections Holdings, Inc. is indeed a contracting legal entity that holds contracts with multiple government agencies.

In addition to the NLRB cases described above, the Florida Department of Financial Services website (https://facts.fldfs.com/Search/ContractSearch.aspx) lists GEO Corrections Holdings, Inc. as the "Vendor" for at least six contracts with the State of Florida valued at tens of millions of dollars.

Additionally, a class action employment lawsuit filed in California in 2014 described GEO Corrections Holdings, Inc. as an "operator of detention and community re-entry facilities in California."[13] In its answer to that complaint, GEO Corrections Holdings, Inc. did not contest this description of its operations, but instead claimed that it did not employ the plaintiff nor any other member of the class.[14]

What's more, even if GEO Corrections Holdings, Inc. is the administrative arm of an entity that holds federal contracts (since according to Paez it "houses all of our administrative functions"), it is still a federal contractor for purposes of FECA. If GEO Corrections Holdings, Inc. is executing the administrative functions of a federal contract,

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the Northwest Detention Center in Washington for another decade, renewable each year") http://www.wsj.com/articles/immigrant-detention-system-could-be-in-line-for-an-overhaul-1475004244.

[12] Woodruff, *supra* note 7.

[13] *See* Exhibit B, Decl. of Michelle Rapoport in Supp. Of Def.'s Notice of Removal, *Victor Lopez v. GEO Group, Inc. et al*, No. 2:14-cv-14-06639 at 4-5, C.D. Cal. (attaching Class Action Complaint for Violations of the California Labor Code and Wage Orders, and California Business and Professions Code§§ 17200, *et seq*. in the Superior Court of California in and for the County of Los Angeles (Case No. BC 552481)) (emphasis added).

[14] *See id*. at 29 (attaching Def.'s Answer to the Compl.)(emphasis added); *see also id*. at 40-41 (attaching Def.'s Notice of Errata, which declines to correct plaintiff's description of GEO Corrections Holdings, Inc. as an "operator of detention and community re-entry facilities").

using funds appropriated by Congress, it is involved in the rendition of personal services to the federal government, and is thus a contractor under 11 CFR 115.1(a)(1)(i).

Finally, even if GEO Corrections Holdings Inc. were to offer evidence that it does not itself hold federal contracts, and is not rendering personal services pursuant to a federal contract, its contribution is nonetheless prohibited under the federal contractor ban.

This case is distinguishable from MUR 6726, where the Commission held that a contribution from the parent company Chevron was not rendered impermissible based on its subsidiary Chevron U.S.A. holding a federal contract. MUR 6726, Factual and Legal Analysis (Mar. 11, 2014). In that case, the Commission found that the parent company was legally distinct from its subsidiary given that it was registered in a different state and that its directors and officers did not overlap, and since the parent company contributor earned only a small percentage of its revenue from federal contracts. *Id*. at 6-7.

Here, in contrast, the subsidiary and parent are nearly indistinguishable. Both are incorporated at the same address, in the same state,[15] and with significant overlap between officers and directors.[16] The contribution here is coming from a subsidiary, rather than the parent company, and the parent company derives nearly half of its revenue from government contracts.[17] Indeed, GEO Group Inc. tells investors that "we are dependent on government appropriations."[18] Because GEO's business model depends on

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[15] Both GEO Corrections Holdings, Inc. and GEO Group, Inc. are incorporated at the address 621 N.W. 53rd St., Suite 700, Boca Raton, FL 33487. *See* Florida Department of State Division of Corporations, "Search by Entity Name," http://search.sunbiz.org/Inquiry/CorporationSearch/ByName ("GEO Corrections Holdings, Inc." and "The GEO Group, Inc.").

[16] Nine of GEO Correction Holdings, Inc.'s eleven directors and officers are shared with GEO Group, Inc. *Id*. George Zoley is the CEO of both GEO Corrections Holdings, Inc. and GEO Group, Inc. *Id*.

[17] The GEO Group, Inc., 2015 Annual Report at 79, (Feb. 25, 2016), https://www.snl.com/interactive/lookandfeel/4144107/2015AnnualReport.pdf. The 2015 Annual Report also indicates that GEO Group, Inc. and GEO Corrections Holdings, Inc. are both shared borrowers in a credit agreement consisting of a $296.3 million loan and a $700 million revolving credit facility. *Id*. at 19.

[18] The GEO Group, Inc. Annual Report (Form 10-K), at 35, (Feb. 25, 2016), https://www.sec.gov/Archives/edgar/data/923796/000119312516478864/d43877d10k.htm.

government contracts, GEO Corrections Holdings, Inc.'s revenue presumably is derived in large part from federal contracts.

As noted in the original complaint, "By contributing to a super PAC closely associated with Donald J. Trump—the only presidential nominee to endorse private prisons—GEO Corrections Holdings, Inc. presumably sought to influence the federal government contracting process and to ensure that under the next administration the federal government would continue to offer it contracts." (Compl. ¶22.)

Now that Trump has won the election, the President-elect is in the process of setting policy on contracting with private prisons like those operated by GEO—including whether to maintain the outgoing Obama administration's plans to phase-out private prison contracts.

It is critical that the Commission expedite the resolution of this matter in order to protect the integrity of the contracting process and the purposes behind the 75-year-old contractor contribution ban.

As the *en banc* D.C. District Court noted in *Wagner v. FEC* when it unanimously upheld the federal contractor contribution ban in 2015, "[t]he Executive Branch is . . . an obvious site of potential corruption in the contracting process, since its agencies are the ones that ultimately award contracts." 793 F.3d 1, 15-16 (D.C.Cir. 2015) (en banc) *cert. denied sub nom. Miller v. Fed. Election Comm'n*, 136 S. Ct. 895 (2016).

Please do not hesitate to contact us if we can provide any additional information.

Respectfully submitted,

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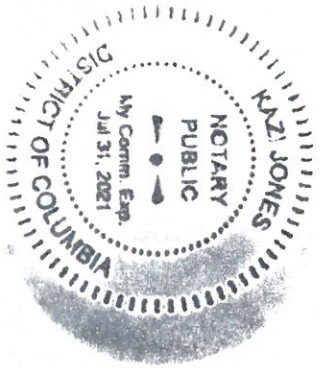
VERIFICATION

The complainants listed below hereby verify that the statements made in the attached Complaint are, upon their information and belief, true.

Sworn pursuant to 18 U.S.C. § 1001.

For Complainant Campaign Legal Center

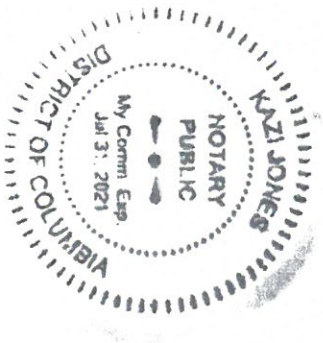


Lawrence M. Noble

Sworn to and subscribed before me this 20 day of December 2016.

Notary Public

For Complainant Catherine Hinckley Kelley



Catherine Hinckley Kelley

Sworn to and subscribed before me this 16 day of December 2016.

Notary Public

EXHIBIT A

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 12

GEO Corrections Holdings, Inc., **Employer,** **v.** **International Union, Security, Police and Fire Professionals of America (SPFPA),** **Petitioner.**	**CASE 12-RC-097792**

BRIEF IN SUPPORT OF GEO CORRECTIONS HOLDINGS, INC.'S EXCEPTIONS TO THE HEARING OFFICER'S REPORT AND RECOMMENDATIONS ON OBJECTIONS TO ELECTION

Pursuant to Section 102.69 of the Rules and Regulations of the National Labor Relations Board, Employer GEO Corrections Holdings, Inc. ("GEO" or "Company") respectfully files this Brief in support of its Exceptions to the Hearing Officer's Report and Recommendations on Objections to Election ("Report") issued in the above-captioned matter.

I. STATEMENT OF THE CASE

This matter arises out of a representation election conducted on March 20, 2013 by Region 12 of the National Labor Relations Board ("the Board") among employees of GEO at its D. Ray James Detention Facility in Georgia to determine whether the International Union, Security, Police and Fire Professionals of America ("SPFPA" or "Union") would become the employees' bargaining representative. Prior to the election, Regional Director Margaret J. Diaz approved a Stipulated Election Agreement ("Agreement") between GEO and the SPFPA which set forth the details of the election, including identifying the following job classifications that were eligible to vote:

Included: All full time and regular part time corrections officers, food service officers and transportation officers employed by the Employer at its facilities located at 3262 Highway 252, Folkston, Georgia.

Excluded: All other employees, office clerical employees, professional employees and supervisors as defined in the act.

(Stipulated Election Agreement, Board's Ex. 1(i)).

On March 27, 2013, GEO timely filed Objections to the Conduct of the Election and Conduct Affecting the Election. GEO's objections are as follows:

Objection 1: SPFPA, by its agents, representatives, and/or supporters, interfered with the fair operation of the election process and destroyed the necessary laboratory conditions by coercing and intimidating employees during the critical period before the election, which interfered with the employees' ability to exercise their free and uncoerced choice in the election.

Objection 2: During the election, and during the critical period before the election, SPFPA, by its agents, representatives, and/or supporters interfered with the fair operation of the election process and destroyed the necessary laboratory conditions by advising employees and GEO's designated observer that certain employees who were included in the unit pursuant the Stipulated Election Agreement were not eligible to vote in the election.

Objection 3: During the election, one of SPFPA's designated observers interfered with the fair operation of the election process and destroyed the necessary laboratory conditions by improperly monitoring employee voting and discriminatorily challenging only those votes SPFPA perceived as "no" votes.

Objection 4: During the election, one of SPFPA's designated observers abused the NLRB processes and intimidated employees by challenging all perceived "no" votes, so that employees who did not support SPFPA would be required to include their names on votes, thereby losing their right to a secret ballot election, which such conduct interfered with the employees' ability to exercise their free and uncoerced choice in the election and interfered with the conduct of the election.

Objection 5: By the foregoing and other unlawful misconduct, SPFPA and its agents, representatives and/or supporters destroyed the necessary laboratory conditions and interfered with the holding of a free and fair election among the employees on March 20, 2013, and such conduct substantially and materially affected the outcome of the election.

On April 10, 2013, the Regional Director issued its Report on Objections and Order Directing a Hearing. A hearing was held in Jacksonville, Florida on April 24-27 before Hearing Officer Gregory Powell from Region 11. The Hearing Officer's Report, issued on May 14, 2013, recommended that all of the Employer's objections be overruled. GEO files these Exceptions to the Hearing Officer's finding that the Petitioner did not engage in objectionable conduct requiring the overturning of the election results and rerun of the election.

II. BRIEF STATEMENT OF THE FACTS

A. Background

GEO is a large operator of prisons and other correctional facilities. (Tr. 20:4-11).[1] It has contracts with several state and federal agencies, such as the Federal Bureau of Prisons and Immigration and Customs Enforcement, Department of Homeland Security. (Id.) The D. Ray James Detention Facility is a secure facility and is operated pursuant to a contract with the Federal Bureau of Prisons. (Id.) The D. Ray James Facility houses approximately 2,800 inmates. (Tr. 21:1-2).

B. The Stipulated Unit

On February 15, 2013, more than one month prior to the election, GEO and the Union entered into a Stipulated Election Agreement which provided that three classifications of GEO employees would be permitted to vote in the election: corrections officers, food service officers, and transportation officers. (See Board Ex. 1(i)). Corrections officers at the D. Ray James Detention Facility are charged with maintaining the general security of the facility. (Tr. 19:13-16). These officers are posted at various stations throughout the facility, including inmate dormitories, the entry point, the outside grounds, the drug testing and investigation unit, and the

[1] Citations to the Report are denoted as "Report p.___"; Transcript citations are denoted as "Tr.___"; Board Exhibits are denoted as "Board Ex. ___" and Employer Exhibits are denoted as "Co. Ex. ___".

armory, among other locations. (Tr. 20:14-16; 21:8-13; 149:20-24; 152:4-6; 193:16-20; 200:20-24). The officers perform varying duties, such as monitoring prisoners during recreational time and supervising prisoners on work duty, including but not limited to inmate grounds keeping. (Tr. 152:4-6, 14-16; 200:20-24). Rotation of duty post varies as some posts are rotated weekly and others only every few months. (Tr. 174-24). Despite varying job duties for each post, all of the employees are classified as corrections officers. (Tr. 152:14-16; 193:16-20). Accordingly, all the corrections officers were covered by the Stipulated Election Agreement and were eligible to vote in the election.

The two remaining employee job classifications in the Stipulated Election Agreement were the food service officers and the transportation officers. The food service officer job duties include supervising inmates who are assigned to cafeteria duty and monitoring inmates during meal periods. (Tr. 19:17-18). The transportation officers, who are armed at all times, are charged with monitoring employees while moving them on and off the secure facility. (Tr. 19:18-20; 21:19-21).

C. The Union's Objectionable Conduct

In the days and weeks prior to the election, Officer Pamela Paolantonio and several Union supporters harassed and coerced GEO employees to vote in favor of SPFPA in the election. For example, in the days prior to the election, Officer Cynthia Moody was cornered by Officers Linda Dowling and Paolantonio in the control room on two occasions and prohibited from gaining access to the facility until she talked to them about the Union. (Tr. 326:15 – 327:18; 327: 22 – 328:25). Officer Lisa Kirkland was harassed and intimidated by Union supporters Officers Paolantonio, Kimberly Harmon, Amanda Newman and Elizabeth Peeples both on Facebook and while on her post to vote in favor of the Union. (Tr. 100:8 – 101:7; 104:10-16; 103:18-23). Officer Laurie Zawadowicz was harassed and intimidated by Union

supporters in person, at work and over the Internet, and, as a result of the Union's conduct did not vote in the election. (Tr. 377:18-24).

It is undisputed that in the weeks prior to the election, several Union supporters, including Officers Paolantonio, Newman, and Holcomb, told the food service officers they were not eligible to vote, despite the fact that the Stipulated Election Agreement clearly stated that these employees were included in the Stipulated Unit. (Tr. 51:18-23; 276:12-22). Union election observer Officer Paolantonio also told GEO's election observer, Aaron Jolly, in the days prior to the election, that food service officers were not permitted to vote in the election. (Tr. 28:19 – 29:5). When Mr. Jolly disagreed, Ms. Paolantonio responded that Mr. Jolly was incorrect. (Id.)

On the day of the election, Officer Paolantonio challenged all but two of the food service officers votes and defended her actions by stating she had her "marching orders." (Tr. 32:4-16). Although the plan to discourage food service officers from voting in the election was carried out by Ms. Paolantonio, and several other Union supporters within the facility, it was endorsed by the Local SPFPA President. Indeed, SPFPA Local President Daniel Lloyd admitted to GEO employee Sandra Goodwin that although the Union knew the food service officers were covered by the Stipulated Election Agreement, the Union challenged the food service officers because it was unsure of how they would vote in the election. (Co. Ex. 2).

D. Election Results

The election took place on March 20. The initial results of the election were 114 votes in favor of the Union, 85 votes against the Union, 31 votes challenged, and 31 employees did not vote. (Tr. 22:9-15). Of the challenges, 30 were entered by the Union and one was entered by the Board Agent. The Union and GEO were able to resolve some of the challenges resulting in the final tally being 117 votes in favor of the Union, 102 votes against the Union, 11 votes remaining challenged, and 31 employees did not vote. (Tr. 22:9-15). GEO filed these objections as a result

of the Union supporters' conduct on the day of and immediately prior to the election.

III. ARGUMENT

The above facts prove a pattern of deceptive and manipulative conduct proliferated by Union agents and third-party SPFPA supporters who unlawfully influenced the outcome of the election. These employees actively spread false rumors about voting eligibility and harassed and intimidated employees to support the Union, thereby interfering with the election process in an effort to ensure a higher turnout of pro-Union employees.

In spite of irrefutable record evidence demonstrating numerous instances of Union misconduct during the critical period which affected the results of the election, the Hearing Officer overruled each of GEO's Objections. Upon close examination, it is evident that the Report is fraught with erroneous conclusions. The Hearing Officer misapplied controlling law concerning agency status and the standard for third-party conduct, and failed to give due consideration to testimony he credited from Company witnesses. In light of these faulty conclusions, the Board must reverse the Hearing Officer's findings, set aside the election results, and order a new election.

A. The Hearing Officer Erroneously Concluded that Officer Pamela Paolantonio's Conduct did not Reasonably Tend to Interfere with Employees' Free and Uncoerced Choice in the Election.

1. The Hearing Officer Erroneously Concluded that Officer Pamela Paolantonio was not a Union Agent.

GEO excepts to the Hearing Officer's conclusion that Union Election Observer Pamela Paolantonio was not a Union agent. (Report p. 5). The Hearing Officer's contention that Ms. Paolantonio could not be a SPFPA agent because she was not employed by the Union and did not admit to being directed by the Union simply ignores the legal standards for determining whether an individual is an agent of the Union. (Id.)

In deciding whether an individual is an agent of the Union, the Board applies common law agency principles. Dr. Rico Perez Products, 353 NLRB 452, 463 (2008). Courts have concluded that under the National Labor Relations Act (the "Act"), agency principles must be expansively construed, particularly when questions of union responsibility are presented. Pratt Towers, Inc., 338 NLRB No. 8, slip op. at 12 (2002). The question of whether the specific acts performed were actually authorized or subsequently ratified by the Union is not controlling; rather, the final inquiry is always whether the amount of association between the Union and the employee organizers is significant enough to justify charging the Union with the conduct. See International Brotherhood of Electrical Workers, 343 NLRB 1486, 1498 (2004). If there is apparent authority or a reasonable basis for the belief that the union authorized the alleged agent to perform the acts in question, then agency principles impute liability to the union. Bloomfield Health Care Center, 352 NLRB 252, 256 (2008). When the individuals committing misconduct are union agents, the Board will set aside the election results when the conduct "reasonably tend[ed] to interfere with the employees' free and uncoerced choice in the election." Id.

Notably, during the three-day hearing, the Union did not refute GEO's evidence that Officer Paolantonio was instrumental in discouraging food service officers from voting, recruiting employees to sign Union authorization cards and attend union events, challenging employees covered both by the Stipulated Election Agreement and the Excelsior List, and asking GEO employees how they planned to vote. (Tr. 32:4-16; 102:12-21; 103:12-17; 312:21-25; 363:18-24; 423:15 – 424:4). 103:11-15; Tr. 423:11-23). Such actions gave GEO employees reasonable basis to believe Ms. Paolantonio acted as an agent of the Union. See Beaird-Poulan Division, Emerson Electric Co., 247 NLRB 1365, 1380-01 (1980) ("Alone among the union adherents, Williams enjoyed a position in which employees looked to him as a spokesman for the

Union when he purported to speak on its behalf Williams helped to initiate the campaign . . . he was looked upon by the employees as a person who spoke with inside information and some degree of authority. Therefore, Williams can fairly be considered as a Union agent in making such statements."). See Cornell Forge Company and International Brotherhood of Boilermakers, 339 NLRB 733, **5 (2003) (in-plant organizers may be agents of the union when they serve as the primary conduits for communication between the union and other employees or are substantially involved in the election campaign). Furthermore, the Union confirmed that Ms. Paolantonio was an agent of the Union when the Local President condoned Ms. Paolantonio's actions and told Officer Goodwin the SPFPA challenged the food service officers because the Union did not know how they would vote. See Kitchen Fresh, Inc. v. NLRB, 716 F.2d 351, 355 (6th Cir. 1983) (an individual can be held to be a union agent if the union instigated, authorized, solicited, ratified, condoned, or adopted the individual's actions or statements or clothed the individual with apparent authority to act on behalf of the union); see also NLRB v. L&J Equip. Co. Inc., 745 F.2d 224, 233 (3rd Cir. 1984) (agency relationship exists between an employee and a union if "the union cloaked the employee with sufficient authority to create a perception among the rank-and-file that the employee acts on behalf of the union" and did not repudiate the employee's statements or actions).

The Hearing Officer's Report all but ignored testimony from GEO's witnesses that demonstrated Officer Paolantonio acted with apparent authority to represent the Union. However, the subjective view among employees about whether an employee is a representative of a union is relevant to the analysis. Battle Creek Health Sys., 341 NLRB No. 882, 894 (2004). Here, the evidence supports a finding that GEO employees reasonably believed Ms. Paolantonio was an agent for the Union. For example, Officer Jolly testified that when Officer Paolantonio

challenged all but two of the food service officers' votes, she defended her actions to by stating she had her "marching orders," which he understood to mean the Union told her who to challenge. (Tr. 32:4-16). Ms. Paolantonio similarly told Officer Paul Degener that she challenged his vote because she had her "marching orders," which he understood to mean the Union told her who to challenge. (Tr. 312:21-25). She also told Brandi Manning she was "just doing my job" by challenging Ms. Manning's vote, which Ms. Manning understood to mean the Union told Ms. Paolantonio who to challenge. (Tr. 363:18-24). In addition, Darryl Mendyk testified that he believed Ms. Paolantonio received her objections list from the Union. (Tr. 199:3-13). Christina Davis testified that the "Union Director," meaning Ms. Paolantonio, told her prior to the election that the food service officers' votes would be challenged. (Tr. 236:1-7). Finally, Laurie Zawadowicz testified Ms. Paolantonio repeatedly questioned her as to why she did not attend Union meetings. (Tr. 371:14-25).

In sum, the Hearing Officer erroneously held that Ms. Paolantonio was not a Union agent. The clear preponderance of the relevant evidence demonstrates that Paolantonio was an authorized agent acting on behalf of the Union, and that employees reasonably understood her to be the same.

2. The Hearing Officer Improperly Analyzed the Conduct of Ms. Paolantonio under the "Third-Party" Conduct Standard.

The Hearing Officer's conclusion that Ms. Paolantonio was a third-party rather than a Union agent taints his analysis of her conduct. Where misconduct is attributable to third parties the Board will overturn an election only if the misconduct is "so aggravated as to create a general atmosphere of fear and reprisal rendering a free election impossible." Westwood Horizons Hotel, 270 NLRB 802, 803 (1984). Certainly this standard sets the bar much higher for parties seeking to overturn election results, as compared to the agency standard outlined above. This standard is

more restrictive, and fundamentally different than the agency standard, which again requires only that the comments and actions by the Union agents "reasonably tend[ed] to interfere with the employees' free and uncoerced choice in the election." Bloomfield Health Care Center, 352 NLRB at 256.

3. Ms. Paolantonio's Conduct Interfered with the Employees' Free and Uncoerced Choice in the Election.

The Board takes a hardline approach toward improper behavior by an agent of a party to the election. Orleans Mfg. Co., 120 NLRB 630, 633 (1958). "A free and fair choice is impossible if the atmosphere surrounding the election is poisoned by coercive conduct which induces employees to base their vote not upon conviction, but 'upon fear or ... any other improperly induced consideration.'" NLRB v. L&J Equip. Co., Inc., 745 F.2d 224, 236 (5th Cir. 1984). The Board has long recognized that coercive or intimidating conduct that destroys laboratory conditions, and interferes with employees' free and uncoerced choice in the election, warrants overturning an election. Sewell Mfg. Co., 1962 NLRB Lexis 147, *11 (1962); Baja's Place, Inc., 268 NLRB 868 (1984).

Here, Officer Paolantonio sought to prevent the food service officers from voting in the election by intentionally telling them, up through the actual date of the election, that they were not eligible to vote. (Tr. 351:21-352:5). Officer Paolantonio likewise intimidated her coworkers in an effort to coerce them to vote for the Union. To that end, in the days prior to the election, Ms. Paolantonio cornered Officer Moody in the control room of the facility on two occasions and prohibited her from gaining access to the facility until Ms. Moody agreed to discuss the Union. (Tr. 326:15 – 327:18; 327: 22 – 328:25). During these meetings, Officer Paolantonio quoted scripture to Ms. Moody in an effort to intimidate her and told Ms. Moody she would be left behind and not protected if she failed to support the Union. (Tr. 328:16-25). The harassment

made Ms. Moody concerned for her safety while at work. (Tr. 330:18-23). Ms. Paolantonio also made sexually explicit and inappropriate comments to Officer Wessinger to intimidate her to vote for the Union, stating "you need to get off of your knees and get your own opinion. You need to vote yes." (Tr. 135:6-21). Finally, Ms. Paolantonio harassed and intimidated several other employees, including Officer Lisa Kirkland, to vote for the Union. (Tr. 102:12-21; 103:5-15, 104:10-21).

The Hearing Officer also wrongly concluded that Ms. Paolantonio's challenges of 17 food service officers and 5 corrections officers were reasonable and for cause. (Report p. 6, 7, 11, 13, 14, 16). In reaching this determination, the Hearing Officer indicated that Ms. Paolantonio challenged the corrections officers working in grounds services "because she did not believe these two men were corrections officers," challenged the corrections officer working in the armory "because he basically repaired locks and assisted food service officers in the chow hall facility," and challenged food service officers because they wore different colored uniforms than Paolantonio did. (Report at 16). Importantly, Ms. Paolantonio never testified at the hearing and her reasoning for challenging the employees is nowhere on the record. Accordingly, the Hearing Officer's conclusions are based purely on his own speculation and conjecture regarding Ms. Paolantonio's motives.

Ms. Paolantonio's aforementioned conduct interfered with these employees' free and uncoerced choice in the election and, because Ms. Paolantonio is an agent of the Union, warranted overturning the election. Because the Hearing Officer analyzed the conduct of Ms. Paolantonio under the incorrect – and more severe – third-party actor legal standard, his analysis and conclusions must be set aside.

B. The Hearing Officer Erroneously Concluded that the Conduct of Third-Party Union Supporters did not Create a General Atmosphere of Fear and Reprisal Rendering a Free Election Impossible.

GEO excepts to the Hearing Officer's finding that the conduct of third-party Union supporters Harmon, Smith, Peeples, Newman and Huggins did not create an atmosphere of fear and reprisal among GEO's employees. (Report at 12). The Hearing Officer concluded that there was no basis to set aside the election because the employees made no threats of bodily harm. (Report at 10). However, there is no such requirement that a third-party threaten physical bodily harm to employees or their families to set aside an election. Indeed, the Board has reversed elections for third-party conduct short of threatening physical harm. See Smithers Tire & Auto. Testing, 308 NLRB 72, 73 (1992)(sustaining an Employer's objections and ordering a new election after pro-union employees threatened to flatten the tires of employee's automobile). "Realistically speaking, and in order to near if not arrive at the highly desired laboratory conditions for an election, this is the most workable approach. Parties to an election and their well wishers are thus put on notice that prohibited conduct engaged in by anyone may forfeit an election. This then will serve to put a premium on proper deportment by all parties." Teamsters Local 980 (Landis Morgan), 177 NLRB 579, 584 (1969). Conduct which violates the Act is, *a fortiori*, conduct which interferes with an election unless it is so *de minimis* that it is virtually impossible to conclude that the violation could have affected the results of the election. Airstream, Inc., 304 NLRB 151, 152 (1991); Dal-Tex Optical Co., 137 NLRB 1782, 1786 (1962). Therefore, prohibited conduct, including improper deportment, engaged in by anyone may forfeit an election. Landis Morgan, 177 NLRB at 584.

GEO further excepts to the Hearing Officer's findings that only one employee testified that altercations with the Union were heated. (Report at 9). During the hearing, multiple GEO employees, including Officers Wessinger, Grayson, Kirkland, Moody and Zawadowicz, testified

that they were harassed and intimidated to vote for the Union by Officers Paolantonio, Smith, Newman, Huggins, and Peeples. Surprisingly, the Hearing Officer's Report did not address the testimony of any of these witnesses. (Report at 9). The flaw is critical to the Hearing Officer's Report. Officers Kirkland, Moody and Wessinger each testified that the actions of the Union supporters caused them to fear for their safety and protection from inmates at work. (Tr. 370:16 – 371:6; 372:23 – 373:15; 375:10-17; 375:23 – 376:3; 104:17-25; 330:2-23). Officers Kirkland and Grayson both testified that they were bullied and harassed by the Union supporters on Facebook and at work. (Tr. 57:17 – 76:11; 104:10-21). Officers Moody, Grayson, Kirkland, Wessinger and Shawn Woods each testified that Union supporters confronted them regarding the votes and subsequently belittled them, called them names, or threatened them with isolation. (Tr. 54:14 – 55:11; 75:17 – 76:11; 135:8 – 136:9; 222:2-23). In addition, the Union supporters vandalized the property of Officer Berke, a known opponent of the Union. (Tr. 120:2-10; 124:13-25).

Moreover, contrary to the Hearing Officer's findings, rumors of these acts of intimidation and vandalism were widely disseminated at the facility, and several employees testified that they were aware of the constant harassment of employees. (Tr. 105:6-25; 309:10-21; 320:1-9; 346:22 – 347:14). Officers Gordon and Moody testified that they were concerned that in the event of an emergency at the facility, Union supporters would refuse to assist those employees who did not vote for the Union. (Tr. 104:11-23; 347:3-8). The Union supporters' conduct had a significant effect on the election and caused Officers Zawadowicz and Porschia Fluker not to vote in the election. (Tr. 80:23 – 81:4; 377:6-24). If these two Officers did not vote due to the Union's conduct, the Region cannot say with certainty that the other 31 Officers who did not vote – a number which could have affected the outcome of the election – did not do so because of the

Union's harassment and intimidation.

C. The Hearing Officer Erroneously Concluded that the Union's Attempts to Prohibit Food Service Officers from Voting did not Disturb the Laboratory Conditions of the Election.

GEO excepts to the Hearing Officer's conclusion that the attempts of the Union and its third-party supporters to inhibit food service officers and several corrections officers from voting in the election did not disturb the election results. (Report at 6, 7, 11, 15). At the hearing, the Union did not deny that it intentionally told food service officers they were ineligible to vote, nor did it present any witnesses to refute or explain the admission from SPFPA Local President Daniel Lloyd, that SPFPA only challenged the food service officers because it was unsure of how those Officers planned to vote. The Union did not deny that it challenged only the ballots of perceived no voters in an effort to intimidate those other non-Union supporters from voting in the election. Incredibly, despite these tacit admissions of a Union-endorsed plan to disenfranchise voters, the Hearing Officer concluded that these actions did not affect the course of the election, and therefore did not merit setting the election results aside. (Report p. 12, 16).

In support of his conclusion, the Hearing Officer first determined that food service officers could not have been inhibited from voting based on the Union's actions for two reasons: (1) during the time period prior to the election "there was an issue as to which job classifications would be included in the bargaining unit;" and (2) the Company held meetings and sent letters to the bargaining unit members disabusing them of the Union's misinformation. (Report at 6, 7). The first reason is factually inaccurate. The parties entered into the Stipulated Election Agreement on February 15, more than one month prior to the election. The Agreement clearly stated that the unit included "corrections officers, food service officers, and transportation officers." (Board Ex. 1(i)). Thus there was no dispute regarding the bargaining unit during the critical period prior to the election, other than the one falsely created by the Union. As to the

second reason, although it is true that the Company communicated to food service officers that they were permitted to vote, it does not follow that the Union's conduct could not have compromised the results of the election. Indeed, despite the fact that the Company made several efforts to clarify voter eligibility, the Union repeatedly undermined those efforts. After Officer Gordon received clarification from a supervisor that he could vote in the election, Ms. Paolantonio repeated to him that food service officers would not be allowed to vote, and, if he voted, she would challenge his ballot and it would be rejected. (Tr. 349:18 – 350:8). On a separate occasion three days prior to the election, Officer Huggins told Officer Grayson that she was not allowed to vote in the election and if she voted, the Union would challenge her vote so she would not be counted. (Tr. 58:13 – 54:22). Union supporters continued to tell Food Services Officers they were ineligible to vote up to and on the date of the election. (Tr. 351:21 – 352:5). Thus, it is quite probable that the remaining food service officers who did not vote in election did so because they were uncertain of their eligibility and concerned their votes would be challenged.

The Hearing Officer also erred when he determined that Union's confessed conduct could not have affected the outcome of the election because the Union followed all of the proper procedures for challenging ballots. (Report p. 16). This conclusion overlooks that the Union, through its Local President, admitted to strategically challenging all perceived "no" votes. (See Co. Ex. 2). Although the Board's procedures may permit parties to challenge votes, it certainly cannot condone challenging employees in bad faith to sway an election or disenfranchise voters. That is precisely what the Union did here. The Union's strategy to disenfranchise voters was successful as evidenced by Officer Zawadowicz's testimony that she did not vote in the election because of this conduct. (Tr. 377:6-24).

Importantly, the Board has made clear that the success or failure of the Union's conduct does not determine whether there has been improper interference with employees' Section 7 rights. Garment Workers, ILGWU (Georgetown Dress Corp.), 214 NLRB 706 (1974). Rather, the misconduct is measured by whether it might interfere with, restrain or coerce employees in the exercise of the rights guaranteed them in the Act. Id., see also Steelworkers, Local Union 550, 223 NLRB 854, 855 (1976). Because the Union's conduct might have interfered with or restrained the food service officers' Section 7 rights, the election must be set aside.

IV. CONCLUSION

For all the foregoing reasons, GEO Corrections Holdings, Inc. respectfully requests that the Region decline to adopt the Hearing Officer's Report and Recommendations, that it sustain the Employer's Objections, and that it order a second election.

Respectfully submitted,

LITTLER MENDELSON, P.C.

By: Jason M. Branciforte/jwt

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Date: May 28, 2013

EXHIBIT B

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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

VICTOR LOPEZ, on behalf of himself and on behalf of all other similarly situated individuals,

Plaintiff,

v.

THE GEO GROUP, INC. D/B/A GEO CALIFORNIA, INC.; GEO CORRECTIONS HOLDINGS, INC.; GEO CORRECTIONS AND DETENTION, LLC; and DOES 1-50, inclusive,

Defendants.

Case No. CV14-6639 PSW-PLA

DECLARATION OF MICHELLE RAPOPORT IN SUPPORT OF DEFENDANTS' NOTICE OF REMOVAL

COMPLAINT FILED: July 22, 2014

I, Michelle Rapoport, declare as follows:

1. I am an attorney at law duly licensed to practice in the State of California. I am an Associate with the law firm of Littler Mendelson, P.C., counsel of record for defendants The GEO Group, Inc., d/b/a GEO California, Inc., GEO Corrections Holdings, Inc., and GEO Corrections and Detention, LLC ("Defendants") in this action, and make this declaration in support of Defendants' Notice of Removal. All of the information set forth herein is based on my personal knowledge and, if called as a witness, I could competently testify thereto.

2. On July 22, 2014, Plaintiff filed an unverified Class Action Complaint for Violations of the California Labor Code and Wage Orders, and California Business and Professions Code §§ 17200, *et seq*. in the Superior Court of California in and for the County of Los Angeles (Case No. BC 552481). Attached hereto as Exhibit A is a true and correct copy of Plaintiff's Summons and Complaint in this matter.

3. On July 24, 2014, Plaintiff filed the Proof of Service of Summons in the Superior Court of California in and for the County of Los Angeles.

4. Defendants filed their Answer to the Complaint in the Superior Court of the State of California in and for the County of Los Angeles on August 21, 2014, a true and correct copy of which is attached hereto as Exhibit B.

5. Defendants filed a Notice of Errata to Defendants' Answer to the Complaint in the Superior Court of the State of California in and for the County of Los Angeles on August 22, 2014, a true and correct copy of which is attached hereto as Exhibit C.

6. On August 22, 2014, Defendants will file with the Clerk for the Superior Court for the State of California in and for the County of Los Angeles a Notice to State Court of Removal to Federal Court in this action, together with a copy of Defendants' Notice to Federal Court of Removal. A true and correct copy of the Notice to State Court of Removal to Federal Court is attached hereto as Exhibit D.

7. This declaration sets forth all the process, pleadings, and orders filed or to be filed (to Defendants' current knowledge) in this action to the present date.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 22nd day of August 2014, at Los Angeles, California.

Michelle Rapoport

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FILED
Superior Court of California
County of Los Angeles

JUL 22 2014

Sherri R. Carter, Executive Officer/Clerk
By Mosey Soto Deputy

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

VICTOR LOPEZ, on behalf of himself and on behalf of all other similarly situated individuals, Plaintiff, v. THE GEO GROUP, INC. D/B/A GEO CALIFORNIA, INC.; GEO CORRECTIONS HOLDINGS, INC.; GEO CORRECTIONS AND DETENTION, LLC; and DOES 1-50, inclusive, Defendants.	Case No. BC552481 **CLASS ACTION COMPLAINT FOR VIOLATIONS OF THE CALIFORNIA LABOR CODE AND WAGE ORDERS, AND CALIFORNIA BUSINESS AND PROFESSIONS CODE §§17200, *et seq.*** **DEMAND FOR JURY TRIAL**

By Fax

Plaintiff, on behalf of himself and all other similarly situated individuals, upon information and belief and the investigation of counsel, alleges as follows:

INTRODUCTION

1. This is a class action against The GEO Group, Inc. d/b/a GEO California, Inc., GEO Corrections Holdings, Inc., GEO Corrections and Detention, LLC, and Does 1-50 (collectively "GEO" or "Defendants") to challenge their policy and practice of requiring their non-exempt employees to work substantial amounts of time without pay and failing to provide their non-exempt employees with the meal and rest periods to which they are entitled by law at their facilities in California.

2. Plaintiff and Class Members are non-exempt, hourly employees. Under Defendants' wage compensation system, Defendants do not pay Plaintiff and Class Members for all required pre-shift work activities that are necessary and integral to their overall employment

07/22/2014

RECEIPT #: CCH52480111
DATE PAID: 07/22/14
PAYMENT: $435.00
RECEIVED:
CHECK: $435.00
CASH: $0.00
CHANGE: $0.00
CARD: $0.00
03:48 PM
310

CIT/CASE: BC552481
LEA/DEF#:

Exhibit A

responsibilities, such as submitting to searches for banned materials.

3. The time that Defendants require their employees to work without compensation is substantial, and deprives Plaintiff and Class Members of many hours' worth of wages (both straight-time and overtime) per week. Additionally, since employees must arrive at work early to submit to unpaid searches, employees are not afforded a meal period within five hours of the start of work activities. Also, if employees leave Defendants' facilities during their meal or rest periods, they must submit to a search during such periods before returning to work.

4. As a result of these violations, Defendants are also liable for various other penalties under the Labor Code, and for violation the Unfair Business Practices Act ("UCL"), Business and Professions Code §§17200, *et seq.*

5. Plaintiff seeks full compensation on behalf of himself and all others similarly situated for all unpaid wages, unpaid overtime, denied meal and rest periods, and waiting time penalties. Plaintiff further seek penalties, on behalf of himself and the proposed California-law Class, for Defendants' violations of the Labor Code and California Industrial Welfare Commission ("IWC") wage orders, as set forth below. Plaintiff also seeks declaratory and injunctive relief, including restitution. Finally, Plaintiff seeks reasonable attorneys' fees and costs under the California Labor Code, California Code of Civil Procedure § 1021.5, and/or other applicable law.

PARTIES

6. Plaintiff, Victor Lopez, had been employed by Defendants at their McFarland, California correctional facility within the statutory period in this case. Plaintiff is a resident of Kern County, California.

7. Defendant, The GEO Group, Inc. d/b/a GEO California, Inc., is a Florida corporation, and at all times relevant to this complaint has been, upon information and belief, an operator of correctional, detention and community re-entry facilities in California with a principal place of business in Los Angeles County.

8. Defendant, GEO Corrections Holdings, Inc., is a Florida corporation, and at all times relevant to this complaint has been, upon information and belief, an operator of correctional,

detention and community re-entry facilities in California.

9. Defendant, GEO Corrections and Detention, LLC, is a Florida limited liability company, and at all times relevant to this complaint has been, upon information and belief, an operator of correctional, detention and community re-entry facilities in California.

10. The true names and capacities, whether individual, corporate, associate, or otherwise of Does 1-50, inclusive, are unknown to Plaintiff, who therefore sues the Doe Defendants by fictitious names. Plaintiff is informed, believes, and thereon alleges that each of these fictitiously-named Defendants is responsible in some manner for the occurrences and Plaintiff's and the Class' damages as herein alleged. Plaintiff will amend this Complaint to show their true names and capacities when they have been ascertained.

11. At all relevant times, upon information and belief, Defendants have done business under the laws of California, have had places of business in California, including in this judicial district, and have employed Class Members in this judicial district. At all relevant times, Defendants have exercised control over the wages, hours and/or working conditions of Plaintiff and Class Members, suffered or permitted Plaintiff and Class Members to work, and/or engaged Plaintiff and Class Members, thereby creating a common law employment relationship. Defendants are "persons" as defined in California Labor Code §18 and California Business and Professions Code § 17201. Defendants are also "employers" as that term is used in the California Labor Code and the IWC's Orders regulating wages, hours and working conditions.

JURISDICTION

12. This Court has jurisdiction over Plaintiff's and Class Members' claims for unpaid wages and denied meal and rest periods pursuant to the California Labor Code, including Labor Code §§218 and 1194, and the wage orders of the IWC. Jurisdiction is proper in this Court because alleged damages exceed $25,000.00 and because Plaintiff seeks equitable relief.

13. This Court has jurisdiction over Plaintiff's and Class Members' claims for injunctive relief, including restitution of earned wages and benefits, which are the money and property of Plaintiff and Class Members, arising from Defendants' unfair competition under

Business & Professions Code §§17203 and 17204. This Court also has jurisdiction over Plaintiff's and Class Members' claims for penalties in violation of the Labor Code pursuant to Business and Professions Code § 17202, as well as pursuant to the applicable Labor Code provisions.

FACTUAL ALLEGATIONS

14. The policies and practices of Defendants, including failure to pay for all hours worked, the failure to pay overtime wages, failure to afford legally-compliant meal and rest periods, and failure to pay wages upon termination of employment, at all relevant times have been substantially similar for Plaintiff and Class Members.

15. At the beginning of each work day, prior to the start of paid time, Plaintiff and Class Members spend substantial amounts of time, for which they are not compensated, waiting to be searched, and being searched, for banned materials. As a result of this required, uncompensated work activity which must be performed prior to the start of paid time, employees regularly are forced to arrive at Defendants' facilities well before the start of their shifts and are not credited for all time spent working on behalf of Defendants.

16. Defendants uniformly failed to afford Plaintiff and Class Members the opportunity to take duty-free 30-minute meal periods within 5 hours of the start of work activities. Even assuming that meal periods commenced within 5 hours of the start of paid time, which they uniformly did not, Defendants required Plaintiff and Class Members to submit to searches if they left Defendants' facilities, meal periods were not duty-free as required by law. Defendants continued to exercise control over Plaintiff and Class Members during meal periods. Therefore, Plaintiff and Class Members were denied the opportunity to take legally-compliant 30-minute meal periods.

17. Plaintiff and Class Members were provided 10-minute rest periods. However, since Defendants required Plaintiff and Class Members to submit to searches if they left Defendants' facilities, rest periods were not duty-free as required by law. Defendants continued to exercise control over Plaintiff and Class Members during rest periods. Therefore, Plaintiff and Class Members were denied the opportunity to take legally-compliant ten-minute rest periods.

18. Defendants' unlawful conduct has been widespread, repeated, and willful throughout their California facilities. Defendants knew, or should have known, that their policies and practices have been unlawful and unfair.

CLASS ACTION ALLEGATIONS

19. Plaintiff brings this case as a class action on behalf of himself and all others similarly situated pursuant to California Code of Civil Procedure ("CCP") §382. The Class that Plaintiff seeks to represent is defined as follows:

All individuals who are currently employed, or formerly have been employed, as nonexempt hourly employees at Defendants' facilities in California, at any time within four years prior to the filing of the original complaint until resolution of this action.

20. Class Members are so numerous that joinder is impracticable. Although the exact number of Class Members is unknown to Plaintiff, Plaintiff avers, upon information and belief, that the Class includes hundreds, if not thousands, of employees.

21. This action has been brought and may properly be maintained as a class action under CCP §382 because there is a well-defined community of interest in the litigation and the proposed class is easily ascertainable.

22. Questions of law and fact common to the Class include, but are not limited to, the following:

i. Whether Defendants, through their policy of requiring their non-exempt hourly employees to perform substantial work prior to the start of paid time, failed to pay Class Members all of the wages they are owed in violation of the California Labor Code;

ii. Whether Defendants, through their policy of requiring their non-exempt hourly employees to perform substantial work prior to the start of paid time, failed to pay Class Members all of the overtime wages they are owed in violation of the California Labor Code;

iii. Whether Defendants, through their policy of requiring their non-exempt

hourly employees to perform substantial work prior to the start of paid time, failed to pay Class Members all of the overtime wages they are owed in violation of Business and Professions Code § 17200 *et seq.*;

iv. Whether Defendants, through their policy of requiring their non-exempt hourly employees to perform substantial work prior to the start of paid work time resulted in Plaintiff and Class Members not being afforded their first meal period within 5 hours of the start of work activities;

v. Whether Defendants, through their policy of requiring their non-exempt hourly employees to work in excess of five hours per day without affording a duty-free 30-minute meal period, failed to afford Class Members with the meal periods to which they are entitled in violation of Business and Professions Code §17200 *et seq.*;

vi. Whether Defendants, through their policy of requiring employees to submit to searches during meal periods if they left Defendants' facilities resulted in a failure to afford Plaintiffs and Class Members with duty-free 30-minute meal periods in violation of the California Labor Code;

vii. Whether Defendants, through their policy of requiring their non-exempt hourly employees to submit to searches during rest periods if they left Defendants' facilities, failed to afford Plaintiff and Class Members the opportunity to take duty-free ten-minute rest periods is in violation of the California Labor Code;

viii. Whether Defendants' systemic failure to afford Plaintiff and Class Members off-duty meal periods and rest periods was an unlawful, unfair or fraudulent business act or practice in violation of Business and Professions Code § 17200 *et seq.*;

ix. Whether Defendants pay, work and meal- and rest-period policies were in violation of Business and Professions Code § 17200 *et seq.*;

x. Whether Defendants' policy and practice of failing to pay Class Members all wages due upon the end of their employment violated the California Labor Code;

xi. Whether Defendants' policy of failing to record all hours worked, and failing to record and compensate non-compliant meal and rest periods, resulted in Plaintiff and Class Members being paid with non-complaint wage statements in violation of the California Labor Code; and

xii. Whether Defendants' policy and practice of failing to pay Class Members all wages due upon the end of their employment has been an unlawful, unfair or fraudulent business act or practice in violation of Business and Professions Code § 17200 *et seq.*

23. Typicality: Plaintiff's claims are typical of the claims of the Class. Defendants' common course of conduct in violation of law as alleged herein has caused Plaintiff and Class Members to sustain the same or similar injuries and damages. Plaintiff's claims are thereby representative of and co-extensive with the claims of the Class.

24. Adequacy of Representation: Plaintiff is a member of the Class, does not have any conflicts of interest with other Class Members, and will prosecute the case vigorously on behalf of the Class. Counsel representing Plaintiff and the Class are competent and experienced in litigating large employment class actions, including large minimum-wage and overtime class actions. Plaintiff will fairly and adequately represent and protect the interests of Class Members.

25. Superiority of Class Action: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual Class Members. Each Class Member has been damaged and is entitled to recovery by reason of Defendants' illegal policies and/or practices. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

FIRST CAUSE OF ACTION

Failure to Pay Minimum Wages

(Against All Defendants)

26. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

27. From at least the last four years prior to the filing of this complaint to the present, Defendants, and each of them, employed Plaintiff and Class Members as nonexempt hourly employees.

28. During the period beginning from at least four years prior to the filing of this complaint to the present, Defendants, and each of them, paid Plaintiff and Class Members less than the applicable minimum wage for all hours worked.

29. Pursuant to Labor Code §§ 510, 558, 1194 and 1198, Wage Order No. 4-2001 and/or other applicable Wage Orders, and 8 CCR §11080, Defendants, and each of them, were obligated to pay Plaintiff and Class Members at least the minimum wage for all hours worked during the period beginning from at least four years prior to the filing of this complaint to present.

30. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to recover unpaid minimum ages, subject to proof at trial, plus interest at the legal rate (Civil Code §§ 3287 and 3289) and attorneys' fees and costs.

31. Pursuant to Labor Code §1194.2, Plaintiff and Class Members are entitled to recover liquidated damages in the amount of unpaid minimum wages proved at trial plus interest thereon.

32. Pursuant to Labor Code §558, Defendants, and each of them, are employers and/or persons acting on behalf of an employer, who violated, and who caused to be violated, Labor Code §§ 1194, *et seq.*, Wage Order No. 4 and/or other applicable Wage Orders, and 8 CCR §11080, among other provisions regulating hours and days of work, and are individually subject to civil penalties as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to

recover underpaid wages; (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

33. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

SECOND CAUSE OF ACTION

Failure to Compensate for All Hours Worked

(Against All Defendants)

34. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

35. California Labor Code §204 provides that wages for all work performed must be paid "twice during each calendar month, on days designated in advance by the employer as the regular paydays."

36. Plaintiff and the Class were required by Defendants to work without compensation for work they performed. Thus, Plaintiff and Class Members were forced to perform work for the benefit of Defendants without compensation.

37. In violation of state law, Defendants knowingly and willfully refused to perform their obligations to provide Plaintiff and the Class with compensation for all time worked as required by California law. Defendants committed the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and the Class, with improper motives amounting to malice, and in conscious disregard of the rights of Plaintiff and the Class. Plaintiff and the Class are thus entitled to recover nominal, actual, compensatory, punitive, and exemplary damages in amounts according to proof at time of trial.

38. As a proximate result of the aforementioned violations, Plaintiff and the Class have been damaged in an amount according to proof at time of trial. Pursuant to Labor Code § 218.5 and 218.6, Plaintiff and Class Members are entitled to an award of reasonable attorneys' fees and costs and to interest on all due and unpaid wages.

39. Pursuant to Labor Code §558, Defendants, and each of them, are employers and/or

persons acting on behalf of an employer, who violated, and who caused to be violated, Labor Code §§ 1194, *et seq.*, Wage Order No. 4 and/or other applicable Wage Orders, and 8 CCR §11080, among other provisions regulating hours and days of work, and are individually subject to civil penalties as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

40. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages
(Against All Defendants)

41. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

42. California Labor Code §510(a) provides as follows:

> Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

43. The IWC Wage Order 4-2001(3)(A)(1) states:

> The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over 40

> hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime.

44. California Labor Code §1194(a) provides as follows:

> Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

45. California Labor Code §200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or other method of calculation." All such wages are subject to California's overtime requirements, including those set forth above.

46. Defendants' across-the-board policy of requiring Plaintiff and the Class to perform substantial uncompensated work has been unlawful. As a result of this unlawful policy, Plaintiff and Class Members have worked overtime hours for Defendants without being paid overtime premiums in violation of the California Labor Code, IWC wage orders and other applicable law.

47. Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and the Class for all premium wages for overtime work. As a proximate result of the aforementioned violations, Defendants have damaged Plaintiff and the Class in amounts to be determined according to proof at time of trial, but in an amount in excess of the jurisdictional requirements of this Court.

48. Defendants are liable to Plaintiff and the Class alleged herein for unpaid overtime and civil penalties, with interest thereon. Furthermore, Plaintiff is entitled to an award of attorneys' fees and costs as set forth below.

49. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

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FOURTH CAUSE OF ACTION

Failure to Provide Legally-Compliant Meal and Rest Periods

(Against All Defendants)

50. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

51. California Labor Code §§226.7 and 512 and the applicable IWC wage orders require Defendants to provide meal and rest periods to their nonexempt, hourly employees. Labor Code §§226.7 and 512 and the IWC wage orders prohibit employers from employing an employee for more than five hours without a meal period of not less than 30 minutes, and from employing an employee more than ten hours per day without providing the employee with a second meal period of not less than 30 minutes. Section 226.7 and the applicable wage orders also require employers to provide employees ten minutes of net rest time per four hours or major fraction thereof of work, and to pay employees their full wages during those rest periods. Unless the employee is relieved of all duty during the 30-minute meal period and ten-minute rest period, the employee is considered "on duty" and the meal or rest period is counted as time worked under the applicable wage orders.

52. Under §226.7(b) and the applicable wage orders, an employer who fails to provide a required meal period must, as compensation, pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided. Similarly, an employer must pay an employee denied a required rest period one hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided.

53. Despite these requirements, Defendants have knowingly and willfully refused to perform their obligations to afford Plaintiff and the Class an opportunity to take an uninterrupted 30-minute meal period within 5 hours of having commenced work activities. Moreover, even after eventually being released for a meal period, Plaintiff and Class Members were still required to work, and thus were never afforded a full, uninterrupted 30-minute meal period. Additionally, Defendants continued to exercise control over Plaintiff and Class Members during meal and/or

rest periods. Defendants have also failed to pay Plaintiff and the Class one hour of pay for each off-duty meal and/or rest period that they were not afforded. Defendants' conduct described herein violated California Labor Code §§226.7 and 512, and the applicable wage orders. Therefore, pursuant to Labor Code §226.7(b), Plaintiff and the Class are entitled to compensation for the failure to provide meal and rest periods, plus interest, attorneys' fees, expenses and costs of suit.

54. Pursuant to Labor Code §558, Defendants, and each of them, are employers and/or persons acting on behalf of an employer, who violated, and who caused to be violated, Labor Code §§ 1194, *et seq.*, Wage Order No. 4 and/or other applicable Wage Orders, and 8 CCR §11080, among other provisions regulating hours and days of work, and are individually subject to civil penalties as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

55. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

FIFTH CAUSE OF ACTION

Unpaid Wages and Waiting Time Penalties Pursuant to Labor Code §§201-203

(Against All Defendants)

56. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

57. Labor Code §201 provides:

> If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

58. Labor Code §202 provides:

> If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or

her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

59. Labor Code §203 provides, in relevant part:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

60. Plaintiff and Class Members have left their employment with Defendants during the statutory period, at which time Defendants owed them their unpaid wages. Defendants have willfully refused, and continue to refuse, to pay Plaintiff and Class Members all the wages that were due and owing them upon the end of their employment. As a result of Defendants' actions, the Class has suffered and continues to suffer substantial losses, including lost earnings and interest.

61. Defendants' willful failure to pay Plaintiff and Class Members the wages due and owing them constitutes a violation of Labor Code §§201-202. As a result, Defendants are liable to Plaintiff and Class Members for all penalties owing pursuant to Labor Code §§201-203.

62. Additionally, §203 provides that an employee's wages will continue as a penalty up to thirty (30) days from the time the wages were due. Therefore, the Class is entitled to penalties pursuant to Labor Code §203, plus interest.

63. Plaintiff is entitled to an award of attorneys' fees and costs as set forth below.

64. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

SIXTH CAUSE OF ACTION

California Wage Statement Class for Failure to Properly Itemize Pay Stubs in Violation of California Labor Code §§226(a) and 226(e)

(Against All Defendants)

65. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

66. At all times relevant to this Complaint, California Labor Code section 226 was in effect and provided (*inter alia*) that, upon paying and employee his or her wages, the employer must:

> furnish each of his or her employees ... an itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

67. Plaintiff believes, and therefore alleges, that Defendants failed to furnish him, and all others similarly-situated, with proper and accurate itemized written statements containing (without limitation): all the hours that Plaintiff (and others similarly-situated) worked; gross wages earned; net wages earned; total hours worked; and due and owing meal- and rest-period premiums.

68. Plaintiff alleges that Defendants' failure to furnish him with proper itemized wage statements was done knowingly and intentionally, and that he (and others similarly-situated) suffered injury thereby. Thus, under California Labor Code section 226(e), Plaintiff (and others similarly-situated) are "entitled to recover greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000) [per employee]..."

69. Plaintiff is also entitled to, and seeks on behalf of himself and all other similarly situated individuals, all reasonable attorneys' fees and costs of suit pursuant to Labor Code section 226(e).

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SEVENTH CAUSE OF ACTION

Violation of California Business and Professions Code §§17200, *et seq.*

(Against All Defendants)

70. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

71. California Business and Professions Code §§17200 *et seq.* (also referred to herein as the "Unfair Business Practices Act," "Unfair Competition Law," or "UCL") prohibits unfair competition in the form of any unlawful, unfair or fraudulent business acts or practices.

72. California Business and Professions Code §17204 allows a person injured by the unfair business acts or practices to prosecute a civil action for violation of the UCL.

73. Labor Code §90.5(a) states it is the public policy of California to vigorously enforce minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

74. Beginning at an exact date unknown to Plaintiff, but at least since the date four years prior to the filing of this suit, Defendants have committed acts of unfair competition as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint, including, but not limited to:

a. violations of Labor Code §204 pertaining to the payment of wages for all hours worked;

b. violations of Labor Code §§510 and 1194 and IWC wage orders pertaining to overtime;

c. violations of Labor Code §§226.7 and 512 and IWC wage orders pertaining to meal and rest periods; and

d. violations of Labor Code §§201-203.

75. The violations of these laws and regulations, as well as of the fundamental

California public policies protecting wages and discouraging overtime labor underlying them, serve as unlawful predicate acts and practices for purposes of Business and Professions Code §§17200, *et seq.*

76. The acts and practices described above constitute unfair, unlawful and fraudulent business practices, and unfair competition, within the meaning of Business and Professions Code §§17200, *et seq.* Among other things, the acts and practices have taken from Plaintiff and the Class wages rightfully earned by them, while enabling Defendants to gain an unfair competitive advantage over law-abiding employers and competitors.

77. Business and Professions Code § 17203 provides that a court may make such orders or judgments as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to prevent Defendants from repeating their unlawful, unfair and fraudulent business acts and business practices alleged above.

78. As a direct and proximate result of the aforementioned acts and practices, Plaintiff and Class Members have suffered a loss of money and property, in the form of unpaid wages that are due and payable to them.

79. Business and Professions Code § 17203 provides that the Court may restore to any person in interest any money or property that may have been acquired by means of such unfair competition. Plaintiff and the Class are entitled to restitution pursuant to Business and Professions Code § 17203 for all wages and payments unlawfully withheld from employees during the four-year period prior to the filing of this Complaint.

80. Business and Professions Code § 17202 provides: "Notwithstanding Section 3369 of the Civil Code, specific or preventive relief may be granted to enforce a penalty, forfeiture, or penal law in a case of unfair competition." Plaintiff and Class Members are entitled to enforce all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code § 17202.

81. Plaintiff's success in this action will enforce important rights affecting the public

interest and in that regard Plaintiff sues on behalf of himself as well as others similarly situated. Plaintiff and the Class seek, and are entitled to, unpaid wages, declaratory and injunctive relief, and all other equitable remedies owing to them.

82. Plaintiff herein takes upon himself enforcement of these laws and lawful claims. There is a financial burden involved in pursuing this action, the action is seeking to vindicate a public right, and it would be against the interests of justice to penalize Plaintiff by forcing him to pay attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to Code of Civil Procedure §1021.5 and otherwise.

83. Wherefore, Plaintiff and the Class request relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. Damages and restitution according to proof at trial for all unpaid wages, unpaid minimum wages, unpaid overtime, and other injuries, as provided by the California Labor Code;

2. For a declaratory judgment that Defendants have violated the California Labor Code and public policy as alleged herein;

3. For a declaratory judgment that Defendants have violated Business and Professions Code §§17200 *et seq.* as a result of the aforementioned violations of the Labor Code and California public policy protecting wages;

4. For preliminary, permanent and mandatory injunctive relief prohibiting Defendants, their officers, agents and all those acting in concert with them, from committing in the future the violations of law herein alleged;

5. For an equitable accounting to identify, locate and restore to all current and former employees the wages they are due, with interest thereon;

6. For an order awarding Plaintiff and Class Members compensatory damages, including lost wages, earnings and other employee benefits and all other sums of money owed to Plaintiff and Class Members, together with interest on these amounts, according to proof;

7. For an order awarding Plaintiff and the Class penalties, with interest thereon;

8. For an award of reasonable attorneys' fees as provided by the California Labor Code; California Code of Civil Procedure § 1021.5; and/or other applicable law;

9. For all costs of suit; and

10. For such other and further relief as this Court deems just and proper.

Respectfully submitted,

The Downey Law Firm, LLC

Eric Rouen
Of Counsel
Counsel for the Plaintiff and the putative class

Dated: July 22, 2014

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Respectfully submitted,

The Downey Law Firm, LLC

Eric Rouen
Of Counsel
Counsel for the Plaintiff and the putative class

Dated: July 22, 2014

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Eric D. Rouen (SBN 2422341)
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ATTORNEY FOR (Name): Victor Lopez

FOR COURT USE ONLY

FILED
Superior Court of California
County of Los Angeles
JUL 22 2014
Sherri R. Carter, Executive Officer/Clerk
By Marco Soto, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, California 90012
BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:
VICTOR LOPEZ v. THE GEO GROUP, INC., et al.

CASE NUMBER: BC552481

JUDGE:
DEPT:

CIVIL CASE COVER SHEET
[✓] Unlimited (Amount demanded exceeds $25,000)
[ ] Limited (Amount demanded is $25,000 or less)

Complex Case Designation
[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [ ] Civil rights (08)
- [ ] Defamation (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [✓] Other employment (15)

Contract
- [ ] Breach of contract/warranty (06)
- [ ] Rule 3.740 collections (09)
- [ ] Other collections (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint (*not specified above*) (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition (*not specified above*) (43)

By Fax

2. This case [ ] is [✓] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought (*check all that apply*): a. [✓] monetary b. [✓] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action (*specify*): Seven
5. This case [✓] is [ ] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: July 22, 2014
Eric D. Rouen
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

SHORT TITLE: VICTOR LOPEZ v. THE GEO GROUP, INC., et al.	CASE NUMBER: BC552481

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

By Fax

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☐ YES CLASS ACTION? ☑ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 14 ☐ HOURS/ ☑ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	☐ A6070 Asbestos Property Damage ☐ A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	☐ A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	☐ A7210 Medical Malpractice - Physicians & Surgeons ☐ A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall) ☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) ☐ A7270 Intentional Infliction of Emotional Distress ☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

LACIV 109 (Rev. 03/11) LASC Approved 03-04

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

Local Rule 2.0 Page 1 of 4

SHORT TITLE: VICTOR LOPEZ v. THE GEO GROUP, INC., et al.	CASE NUMBER:

	A. Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	☐ A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	☐ A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	☒ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	(1) 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels_____	2.
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: VICTOR LOPEZ v. THE GEO GROUP, INC., et al.	CASE NUMBER:

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus ☐ A6152 Writ - Mandamus on Limited Court Case Matter ☐ A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	☐ A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment ☐ A6160 Abstract of Judgment ☐ A6107 Confession of Judgment (non-domestic relations) ☐ A6140 Administrative Agency Award (not unpaid taxes) ☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax ☐ A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	☐ A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only ☐ A6040 Injunctive Relief Only (not domestic/harassment) ☐ A6011 Other Commercial Complaint Case (non-tort/non-complex) ☐ A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment ☐ A6123 Workplace Harassment ☐ A6124 Elder/Dependent Adult Abuse Case ☐ A6190 Election Contest ☐ A6110 Petition for Change of Name ☐ A6170 Petition for Relief from Late Claim Law ☐ A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: VICTOR LOPEZ v. THE GEO GROUP, INC., et al.	CASE NUMBER:

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. ☑1. ☐2. ☐3. ☐4. ☐5. ☐6. ☐7. ☐8. ☐9. ☐10.	ADDRESS: 6100 Center Drive, Suite 825		
CITY: Los Angeles	STATE: CA	ZIP CODE: 90045	

Item IV. *Declaration of Assignment*: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: July 22, 2014

(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

Complex Fees Due
CRT 06/16 et sec

ELIZABETH STAGGS WILSON, Bar No. 183160
MICHELLE RAPOPORT, Bar No. 247459
LITTLER MENDELSON, P.C.
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Telephone: 213.443.4300
Fax No.: 213.443.4299

Attorneys for Defendants THE GEO GROUP, INC. D/B/A GEO CALIFORNIA, INC., GEO CORRECTIONS HOLDINGS, INC., AND GEO CORRECTIONS AND DETENTION, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES-CENTRAL CIVIL WEST

VICTOR LOPEZ, on behalf of himself and on behalf of all other similarly situated individuals,

Plaintiff,

v.

THE GEO GROUP, INC. D/B/A GEO CALIFORNIA, INC.; GEO CORRECTIONS HOLDINGS, INC.; GEO CORRECTIONS AND DETENTION, LLC; and DOES 1-50, inclusive,

Defendants.

Case No. BC552481

ASSIGNED FOR ALL PURPOSES TO THE HON JUDGE SHEPARD WILEY, JR.
DEPT 311

[CLASS ACTION]

DEFENDANTS' ANSWER TO PLAINTIFF'S UNVERIFIED CLASS ACTION COMPLAINT

Trial Date: Not set
Complaint Filed: July 22, 2014

Defendants The GEO Group, Inc., d/b/a GEO California, Inc., GEO Corrections Holdings, Inc., and GEO Corrections and Detention, LLC ("Defendants") hereby submit their answer to Plaintiff Victor Lopez's ("Plaintiff") Unverified Class Action Complaint (the "Complaint").

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GENERAL DENIAL

Defendants generally and specifically deny each and every allegation of the Complaint, and the whole thereof, pursuant to section 431.30 of the California Code of Civil Procedure and further deny that Plaintiff or any class that he purports to represent has been damaged in any sum or at all.

Defendants' general denial is based on the factual contentions which include, but are not limited to, the following: (1) Defendants properly and timely paid employees, including Plaintiff, for all regular and overtime hours worked; (2) Defendants provided employees, including Plaintiff, with legally-compliant meal and rest breaks: (3) Defendants provided employees, including Plaintiff, with complete and accurate wage statements; (4) Defendants' alleged misconduct did not injure or otherwise damage employees, including Plaintiff; (5) Defendants did not engage in unlawful business acts or practices in violation of California Business and Professions Code sections 17200 *et seq.*; (6) Plaintiff's definition of the proposed class is unreasonably broad and over-reaching ("All individuals who are currently employed, or formerly have been employed, as nonexempt hourly employees at Defendants' facilities in California, at any time within four years prior to the filing of the original complaint until resolution of this action."); and (7) Plaintiff will be unable to establish the prerequisites for class certification, including, but not limited to: standing, numerosity, commonality (questions of law or fact common to the class), typicality (Plaintiff's claims are typical of the class), superiority (of the class action mechanism), and class action manageability (of the trial plan).

Defendants reserve their due process rights to receive a determination regarding class certification, and contend that class certification is not appropriate in this instance for the reasons set forth herein as well as for public policy reasons.

Further, GEO Corrections Holdings, Inc., and GEO Corrections and Detention, LLC did not employ Plaintiff or any member of the purported putative class, during the relevant time period.

Finally, given the conclusory nature of the Complaint, Defendants hereby reserve their right to amend or supplement their answer upon further investigation and discovery of facts supporting their defenses.

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AFFIRMATIVE DEFENSES

Defendants assert the following affirmative defenses. In so doing, Defendants do not concede that they have the burden of production or proof as to any affirmative defense asserted below. Further, Defendants do not presently know all facts concerning the facts of this case sufficient to state all affirmative defenses at this time. Accordingly, Defendants will seek leave of this Court to amend this Answer should they later discover facts demonstrating the existence of additional affirmative defenses.

SEPARATE AND AFFIRMATIVE DEFENSE

(Facts Insufficient to State Any Cause of Action)

1. The Complaint as a whole, and each purported cause of action alleged therein, fail to state facts sufficient to constitute any cause of action against Defendants upon which relief may be granted.

SEPARATE AND AFFIRMATIVE DEFENSE

(Statute of Limitations)

2. The Complaint as a whole, and each purported cause of action alleged therein, are barred in whole or in part by the applicable statute of limitations, including but not limited to California Labor Code section 203(b), California Code of Civil Procedure sections 338(a) and 340(a), and California Business and Professions Code section 17208.

SEPARATE AND AFFIRMATIVE DEFENSE

(Class Action - Standing)

3. Plaintiff's class allegations are barred, in whole or in part, because Plaintiff lacks standing to assert them.

SEPARATE AND AFFIRMATIVE DEFENSE

(No Equitable or Injunctive Relief)

4. Plaintiff and putative class members are not entitled to any equitable or injunctive relief as prayed for in the Complaint to the extent that Plaintiff and putative class members are not currently employed by Defendants and have an adequate remedy at law for the alleged conduct of Defendants.

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SEPARATE AND AFFIRMATIVE DEFENSE

(Failure to Mitigate)

5. Without admitting any facts pled by Plaintiff, Defendants allege that if Plaintiff and any purported class members have sustained any loss, injury, or damages either as alleged in the Complaint or at all, which Defendants expressly deny, the same were directly and proximately caused or exacerbated by Plaintiff's and all purported class member's own conduct, promises, and representations to Defendants, and failure to take actions to mitigate these losses, injuries, or damages.

SEPARATE AND AFFIRMATIVE DEFENSE

(Waiver)

6. The Complaint, and each purported cause of action alleged therein, are barred because Plaintiff and all purported class members have expressly or impliedly waived the right to assert such causes of action by virtue of their conduct.

SEPARATE AND AFFIRMATIVE DEFENSE

(Estoppel)

7. By virtue of their conduct, Plaintiff and all purported class members are estopped from asserting any of the causes of action in the Complaint against Defendants.

SEPARATE AND AFFIRMATIVE DEFENSE

(Laches)

8. Plaintiff and all purported class members are barred from proceeding with this action because Plaintiff and all purported class members are guilty of laches in failing to timely commence this action, which has prejudiced Defendants in their ability to discover adequate witnesses, testimony, facts, and evidence to support Defendants' defenses.

SEPARATE AND AFFIRMATIVE DEFENSE

(Unclean Hands)

9. Defendants are informed and believe and thereon allege that Plaintiff and all purported class members, by their own conduct, are guilty of unclean hands, which completely bars or reduces recovery, if any, to which they may be entitled, in accordance with proof at trial.

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SEPARATE AND AFFIRMATIVE DEFENSE

(Consent)

10. The Complaint, and each purported cause of action alleged therein, are barred because at all times alleged in the Complaint, Plaintiff and all purported class members expressly or impliedly assented to or ratified the conduct alleged to be unlawful.

SEPARATE AND AFFIRMATIVE DEFENSE

(Failure to Exhaust Administrative Remedies)

11. Plaintiff and all purported class members failed to exhaust available administrative remedies and are therefore precluded from obtaining any relief under their alleged causes of action in the Complaint.

SEPARATE AND AFFIRMATIVE DEFENSE

(Offset)

12. Defendants allege that they have suffered damages by reason of Plaintiff's and all purported class members' conduct, and Defendants have a right to offset their damages against the damages, if any, of Plaintiff and each purported class member.

SEPARATE AND AFFIRMATIVE DEFENSE

(Release)

13. The Complaint, and each purported cause of action alleged therein, is barred on the ground that Plaintiff or putative class members have released and waived any and all claims they may have against Defendants.

SEPARATE AND AFFIRMATIVE DEFENSE

(NLRA Preemption)

14. The Complaint, and each purported cause of action contained therein, are preempted by section 301 of the Labor Management Relations Act because the resolution of Plaintiff's claims are substantially dependent on analysis of a collective bargaining agreement that governs Plaintiff's and some or all of the putative class members' employment.

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SEPARATE AND AFFIRMATIVE DEFENSE

(De Minimus)

15. The Complaint, and each purported cause of action alleged therein, are barred because some or all of the disputed time for which Plaintiff seeks to recover wages purportedly owed is not compensable pursuant to the de minimis doctrine.

SEPARATE AND AFFIRMATIVE DEFENSE

(Res Judicata and Collateral Estoppel)

16. The Complaint, and each purported cause of action alleged therein, are barred by the doctrines of res judicata or collateral estoppel.

SEPARATE AND AFFIRMATIVE DEFENSE

(Doctrine of Avoidable Consequences)

17. The Complaint, and each purported cause of action alleged therein, are barred by the doctrine of avoidable consequences.

SEPARATE AND AFFIRMATIVE DEFENSE

(Discharge)

18. The Complaint, and each purported cause of action alleged therein, are barred because all or a portion of the wages, overtime premiums, interest, attorneys' fees, penalties, or other relief sought by Plaintiff or any putative class members were, or will be before the conclusion of this action, paid or collected, and therefore, Plaintiff's claims have been partially or completely discharged.

SEPARATE AND AFFIRMATIVE DEFENSE

(Accord and Satisfaction)

19. The Complaint, and each purported cause of action alleged therein, are barred by the doctrine of accord and satisfaction, to the extent that Plaintiff or any putative class members have received, or will receive, compensation for any outstanding wages, penalties, or damages purportedly due.

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SEPARATE AND AFFIRMATIVE DEFENSE

(UCL Unconstitutionally Vague)

20. Plaintiff's seventh cause of action is barred because Business and Professions Code section 17200, et seq., is unconstitutionally vague and overbroad as applied to the facts and circumstances of this case, and the Complaint is barred because the prosecution of this action by Plaintiff as representatives of persons allegedly similarly situated or of the general public would constitute a denial of Defendants' due process rights, both procedural and substantive, in violation of the Fourteenth Amendment of the United States Constitution and the Constitution and laws of the State of California.

SEPARATE AND AFFIRMATIVE DEFENSE

(Good Faith)

21. The Complaint, and each purported cause of action alleged therein, are barred because at all material times, Defendants acted reasonably, in good faith, and without malice based upon all relevant facts and circumstances known by Defendants at the time. All actions taken by Defendants were based on lawful, substantial, and reasonable business concerns or business necessity.

SEPARATE AND AFFIRMATIVE DEFENSE

(*Bona Fide* Dispute)

22. As a separate and affirmative defense to Plaintiff's fifth cause of action, Defendants allege that the Complaint fails to state a claim for waiting time penalties under California Labor Code section 203 because at all times relevant and material herein, there was a bona fide, good faith dispute as to Defendants' obligation to pay any wages that may be found to be due.

SEPARATE AND AFFIRMATIVE DEFENSE

(Still Employed)

23. The Complaint, and each purported cause of action alleged therein, are barred to the extent that any putative class member seeks to recover waiting time and other statutory penalties, to the extent that they remain employed by Defendants as of the time of the filing of this action.

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SEPARATE AND AFFIRMATIVE DEFENSE

(No Damage or Harm)

24. The Complaint, and each purported cause of action alleged therein, are barred because neither Plaintiff nor any putative class member has suffered any cognizable damage or other harm as a result of any act or omission of Defendants.

SEPARATE AND AFFIRMATIVE DEFENSE

(Causation)

25. The Complaint, and each purported cause of action alleged therein, are barred because the alleged losses or harms sustained by Plaintiff and the putative class members, if any, resulted from causes other than any act or omission of Defendants, or from the acts or omissions of Plaintiff or putative class members.

SEPARATE AND AFFIRMATIVE DEFENSE

(Outside Scope of Authority)

26. As a separate and affirmative defense to all causes of action, Defendants allege that any unlawful or other wrongful acts of any person(s) employed by Defendants were outside of the scope of his or her authority and such acts, if any, were not authorized, ratified, or condoned by Defendants, nor did Defendants know or have reason to be aware of such alleged conduct.

SEPARATE AND AFFIRMATIVE DEFENSE

(Certification Would Be Denial of Due Process)

27. As a separate and affirmative defense to all causes of action, Defendants allege that certification of a class, as applied to the facts and circumstances of this case, would constitute a denial of Defendants' procedural and rights to trial by jury and to substantive and procedural due process, in violation of the Fourteenth Amendment of the United States Constitution and the Due Process and Equal Protection Clauses of the California Constitution.

SEPARATE AND AFFIRMATIVE DEFENSE

(Multiple Penalties Unconstitutional)

28. As a separate and affirmative defense, Defendants allege that the claims in the Complaint that seek the imposition of multiple penalties or exemplary damages for the same basic

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wrongs are unconstitutional in that such relief violates the Due Process clauses of the Constitutions of both the United States and the State of California.

SEPARATE AND AFFIRMATIVE DEFENSE

(Constitutional Violations)

29. As a separate and affirmative defense, Defendants allege that the claims in the Complaint for exemplary or punitive damages cannot be sustained because an award of exemplary or punitive damages under California law without the same protections that are accorded to all penal defendants, including protection against unreasonable searches and seizures, double jeopardy and self-incrimination and the rights to confront adverse witnesses, a speedy trial and the effective assistance of counsel would violate Defendants' rights under the Fourteenth Amendment to the United States Constitution and the Fourth, Fifth, and Sixth Amendments as incorporated into the Fourteenth Amendment, and Defendants' rights under analogous provisions of the California Constitution.

SEPARATE AND AFFIRMATIVE DEFENSE

(Claims Subject to Arbitration)

30. As a separate and affirmative defense, Defendants allege that Plaintiff's claims are barred in whole or in part because some or all of those with whom he is allegedly "similarly situated" entered into an agreement to submit all employment related claims to binding arbitration. Defendants do not waive their right to enforce the signed arbitration agreements of any alleged putative class members

SEPARATE AND AFFIRMATIVE DEFENSE

(Claims Subject to Arbitration on Individual Basis)

31. Plaintiff's claims are barred in whole or in part because some or all of the alleged putative class may have entered into an agreement to submit all employment related claims to binding arbitration, which included a valid class action waiver provision. *See AT&T Mobility, LLC v. Concepcion*, 131 S. Ct. 1740 (2011). Defendants do not waive their right to enforce the signed arbitration agreements of any alleged putative class members.

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SEPARATE AND AFFIRMATIVE DEFENSE

(Federal Enclave Doctrine)

32. As a separate and affirmative defense, Defendants are informed and believe that further investigation and discovery will reveal, and on that basis alleges, that Plaintiff's Complaint and each cause of action set forth therein, or some of them, are barred by the federal enclave doctrine.

SEPARATE AND AFFIRMATIVE DEFENSE

(Unjust Enrichment)

33. As a separate and affirmative defense, Defendants allege that Plaintiff or members of the members of the putative class members he seeks to represent would be unjustly enriched if allowed to recover on the Complaint.

SEPARATE AND AFFIRMATIVE DEFENSE

(No Knowledge of Work)

34. As a separate and affirmative defense, Defendants allege that if either Plaintiff or any putative class member "worked" hours for which compensation was not paid, Defendants had no knowledge, or reason to know, of such "work" and such overtime "work" was undertaken without the consent or permission of Defendants.

SEPARATE AND AFFIRMATIVE DEFENSE

(Failure to Take Breaks Provided)

35. As a separate and affirmative defense, Defendants allege that Plaintiff or members of the putative class Plaintiff purports to represent has no right to a premium payment under California Labor Code section 226.7 because, to the extent, if any, that person did not take breaks, it was because he/she: (1) failed to take breaks that were provided to him/her in compliance with California law; (2) chose not to take rest breaks that were authorized and permitted; or (3) waived his/her right to meal breaks under California Labor Code section 512(a).

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SEPARATE AND AFFIRMATIVE DEFENSE

(No Employment Relationship)

36. As a separate and affirmative defense, Defendants GEO Corrections Holdings, Inc., and GEO Corrections and Detention, LLC each allege that there was no employment relationship between each of them and Plaintiff or any of the putative class Plaintiff purports to represent; therefore, the Complaint, and each of its purported claims, fails to state a claim upon which relief can be granted as to these defendants.

SEPARATE AND AFFIRMATIVE DEFENSE

(Reservation of Rights)

37. Defendants may have additional, as yet unstated, defenses available. Defendants reserve the right to assert additional affirmative defenses in the event discovery indicates that they would be appropriate.

WHEREFORE, Defendants pray that:

1. The Complaint be dismissed in its entirety with prejudice, and that Plaintiff and any putative class members take nothing by the Complaint;

2. Judgment be entered against Plaintiff and in favor of Defendants;

3. Defendants be awarded its costs of suit and reasonable attorneys' fees if allowable by law; and

4. The Court award Defendants such other and further relief as it deems appropriate.

Dated: August 21, 2014

ELIZABETH STAGGS WILSON
MICHELLE RAPOPORT
LITTLER MENDELSON, P.C.
Attorneys for Defendants THE GEO GROUP, INC. D/B/A/ GEO CALIFORNIA, INC.; GEO CORRECTIONS HOLDINGS, INC.; AND GEO CORRECTIONS AND DETENTION, LLC

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My business address is 633 West Fifth Street, 63rd Floor, Los Angeles, CA 90071.

On August 21, 2014, I served the within documents described as:

DEFENDANTS' ANSWER TO PLAINTIFF'S UNVERIFIED CLASS ACTION COMPLAINT

☒ **BY MAIL:** I caused such envelope, with postage thereon fully prepaid, to be placed in the United States mail at Los Angeles, California. I am readily familiar with the practice of Littler Mendelson for collection and processing correspondence for mailing. Under that practice, it would be deposited with the United States Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

on the interested parties by placing a true and correct copy thereof in a sealed envelope(s) addressed as follows:

Attorneys for Plaintiff, VICTOR LOPEZ

Eric D. Rouen, Esq. (SBN 242341)
THE DOWNEY LAW FIRM, LLC *(Of Counsel)*
P.O. Box 1021
Unionville, PA 19375
Telephone: 610.324.2848
Facsimile: 610.813.4579
Email: downeyjustice@gmail.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 21, 2014, at Los Angeles, California.

Margaret E. Kadric

Firmwide:128384426.2 059218.1000

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COPY

ELIZABETH STAGGS WILSON, Bar No. 183160
MICHELLE RAPOPORT, Bar No. 247459
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Attorneys for Defendants THE GEO GROUP, INC. D/B/A GEO CALIFORNIA, INC., GEO CORRECTIONS HOLDINGS, INC., AND GEO CORRECTIONS AND DETENTION, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES-CENTRAL CIVIL WEST

VICTOR LOPEZ, on behalf of himself and on behalf of all other similarly situated individuals,

Plaintiff,

v.

THE GEO GROUP, INC. D/B/A GEO CALIFORNIA, INC.; GEO CORRECTIONS HOLDINGS, INC.; GEO CORRECTIONS AND DETENTION, LLC; and DOES 1-50, inclusive,

Defendants.

Case No. BC552481

ASSIGNED FOR ALL PURPOSES TO THE HON JUDGE SHEPARD WILEY, JR. DEPT 311

[CLASS ACTION]

NOTICE OF ERRATA TO DEFENDANTS' ANSWER TO PLAINTIFF'S UNVERIFIED CLASS ACTION COMPLAINT

Trial Date: Not set
Complaint Filed: July 22, 2014

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEY(S) OF RECORD:

PLEASE TAKE NOTICE that Defendants The GEO Group, Inc., d/b/a GEO California, Inc., GEO Corrections Holdings, Inc., and GEO Corrections and Detention, LLC ("Defendants") filed their Answer to Plaintiff's Unverified Class Action Complaint on August 21, 2014, and misidentified the defendants that may have employed Plaintiff or putative class members in the General Denial and in their thirty-sixth separate and affirmative defense ("No Employment Relationship").

///

///

Exhibit C

The third paragraph of the General Denial should read:

> "Further, GEO Corrections Holdings, Inc. did not employ Plaintiff or any member of the purported putative class during the relevant time period." (Answer, p. 2, lines 23-24.)

The thirty-sixth separate and affirmative defense should read as follows:

> "As a separate and affirmative defense, Defendant GEO Corrections Holdings, Inc. alleges that there was no employment relationship between it and Plaintiff or any of the putative class Plaintiff purports to represent; therefore, the Complaint, and each of its purported claims, fails to state a claim upon which relief can be granted as to this defendant." (Answer, p. 11, lines 3-7.)

Dated: August 22, 2014

Respectfully submitted,

ELIZABETH STAGGS WILSON
MICHELLE RAPOPORT
LITTLER MENDELSON, P.C.
Attorneys for Defendants THE GEO GROUP, INC. D/B/A/ GEO CALIFORNIA, INC.; GEO CORRECTIONS HOLDINGS, INC.; AND GEO CORRECTIONS AND DETENTION, LLC

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My business address is 633 West Fifth Street, 63rd Floor, Los Angeles, CA 90071.

On August 22, 2014, I served the within documents described as:

NOTICE OF ERRATA TO DEFENDANTS' ANSWER TO PLAINTIFF'S UNVERIFIED CLASS ACTION COMPLAINT

☒ **BY MAIL:** I caused such envelope, with postage thereon fully prepaid, to be placed in the United States mail at Los Angeles, California. I am readily familiar with the practice of Littler Mendelson for collection and processing correspondence for mailing. Under that practice, it would be deposited with the United States Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

on the interested parties by placing a true and correct copy thereof in a sealed envelope(s) addressed as follows:

Attorneys for Plaintiff, VICTOR LOPEZ

Eric D. Rouen, Esq. (SBN 242341)
THE DOWNEY LAW FIRM, LLC *(Of Counsel)*
P.O. Box 1021
Unionville, PA 19375
Telephone: 610.324.2848
Facsimile: 610.813.4579
Email: downeyjustice@gmail.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 22, 2014, at Los Angeles, California.

Margaret E. Kadric

Firmwide:128576959.1 059218.1000

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Attorneys for Defendants THE GEO GROUP, INC. D/B/A/ GEO CALIFORNIA, INC., GEO CORRECTIONS HOLDINGS, INC., AND GEO CORRECTIONS AND DETENTION, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

VICTOR LOPEZ, on behalf of himself and on behalf of all other similarly situated individuals, Plaintiff, v. THE GEO GROUP, INC. D/B/A GEO CALIFORNIA, INC.; GEO CORRECTIONS HOLDINGS, INC.; GEO CORRECTIONS AND DETENTION, LLC; and DOES 1-50, inclusive, Defendants.	Case No. BC552481 ASSIGNED FOR ALL PURPOSES TO THE HON JUDGE SHEPARD WILEY, JR. DEPT 311 **DEFENDANTS' NOTICE OF FILING NOTICE OF REMOVAL** Complaint Filed: July 22, 2014

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that on August 22, 2014, Defendants The GEO Group, Inc., d/b/a/ GEO California, Inc., GEO Corrections Holdings, Inc., and GEO Corrections and Detention, LLC, filed in the United States District Court for the Central District of California a Notice of Removal (the "Notice"), a copy of which is attached hereto as Exhibit A.

PLEASE TAKE FURTHER NOTICE that, by the filing of the Notice, the above-entitled action has been removed from this Court to the United States District Court for the Central District

of California pursuant to 28 U.S.C. §1446, and this Court may proceed no further unless and until the action is remanded.

Dated: August 22, 2014

ELIZABETH STAGGS WILSON
MICHELLE RAPOPORT
LITTLER MENDELSON, P.C.
Attorneys for Defendants THE GEO GROUP, INC. D/B/A/ GEO CALIFORNIA, INC.; GEO CORRECTIONS HOLDINGS, INC.; AND GEO CORRECTIONS AND DETENTION, LLC

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PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 633 West Fifth Street, 63rd Floor, Los Angeles, California 90071. On August 22, 2014, I served the within document(s):

DECLARATION OF MICHELLE RAPOPORT IN SUPPORT OF DEFENDANTS' NOTICE OF REMOVAL

☒ by placing a true copy of the document(s) listed above for collection and mailing following the firm's ordinary business practice in a sealed envelope with postage thereon fully prepaid for deposit in the United States mail at Los Angeles, California addressed as set forth below.

Attorneys for Plaintiff, VICTOR LOPEZ

Eric D. Rouen, Esq. (SBN 242341)
THE DOWNEY LAW FIRM, LLC *(Of Counsel)*
P.O. Box 1021
Unionville, PA 19375
Telephone: 610.324.2848
Facsimile: 610.813.4579
Email: downeyjustice@gmail.com

I am readily familiar with the firm's practice of collection and processing correspondence for mailing and for shipping via overnight delivery service. Under that practice it would be deposited with the U.S. Postal Service or if an overnight delivery service shipment, deposited in an overnight delivery service pick-up box or office on the same day with postage or fees thereon fully prepaid in the ordinary course of business.

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 August 22, 2014, at Los Angeles, California.

Margaret E. Kadric

Firmwide:128384453.1 059218.1000

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