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14 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

15 **COUNTY OF SAN DIEGO – CENTRAL DIVISION**

16 SCOTT MILES STOUT AND DERRICK  
ALLEN FELTON, individually and on  
17 behalf of all others similarly situated,

18 Plaintiffs,

19 v.

20 THE GEO GROUP, INC., a Florida  
corporation, doing business in California as  
21 GEO CALIFORNIA, INC.; SDCC  
MIDDLE BLOCK, LLC, a Delaware  
22 limited liability company; and DOES 1-20,  
inclusive,

23 Defendants.

Case No. 37-2019-00000650-CU-CR-CTL

Assigned for All Purposes to:  
Judge Kenneth J. Medel  
Dept. C-66

**CLASS ACTION**

**VERIFIED SECOND AMENDED CIVIL  
COMPLAINT**

(UNLIMITED CIVIL MATTER)  
(Mandatory eFILE Case)

Complaint Filed: January 04, 2019  
Trial Date: Not Yet Set

**JURY TRIAL DEMANDED**

1 Plaintiffs Scott Miles Stout and Derrick Allen Felton, individually and on behalf of a  
2 class of all others similarly situated, bring this class action against Defendants The GEO Group,  
3 Inc., a Florida corporation, (“GEO”) and SDCC Middle Block, LLC, a Delaware limited liability  
4 company (“Middle Block”), and Does 1 through 20, inclusive, and allege upon personal  
5 knowledge as to Plaintiffs’ acts and experiences, and, as to all other matters, upon information  
6 and belief, as follows:

7 **NATURE OF THE ACTION**

8 1. This is a civil rights class action challenging Defendants’ ongoing violations of  
9 the Unruh Civil Rights Act, Civil Code section 51, *et seq.* (the “Unruh Act”) and the Disabled  
10 Persons Act, Civil Code section 54, *et seq.*, (“DPA”), in the course of Defendants’ ownership  
11 and operation of a detention facility located at 220 West “C” Street, San Diego, California  
12 92101, known as the Western Region Detention Facility (the “Facility”).

13 2. Defendant Middle Block owns the land on which the Facility is located, as well  
14 as the improvements thereon, including the Facility. Defendant GEO is a private developer and  
15 operator of detention facilities for federal, state and local government agencies. GEO operates  
16 and manages the Facility under a lease agreement with Middle Block (the “Lease Agreement”).  
17 The Lease Agreement requires GEO to comply with the Unruh Act, the DPA, and other laws  
18 and regulations protecting the rights of the disabled.

19 3. GEO houses U.S. Marshals Service detainees at the Facility and has been  
20 contractually obligated, since at least January 2006, to comply with the Unruh Act, the DPA and  
21 the Federal Performance-Based Detention Standards (“FPBDS”). The Facility is also accredited  
22 by the American Correctional Association (“ACA”) and GEO must comply with its  
23 Performance-Based Standards for Adult Local Detention Facilities (“ALDF”).

24 4. Plaintiffs are former United States Marshals Service detainees. Mr. Stout was  
25 housed at the Facility between April 2018 and December 2018. While housed at the Facility,  
26 Mr. Stout required the use of a cane and a wheelchair. Mr. Felton was housed at the Facility  
27 between August 2018 and May 2019. While housed at the Facility, Mr. Felton required the use  
28

1 of a cane. Plaintiffs are disabled persons and suffer from qualifying medical conditions pursuant  
2 to California law.

3 5. The housing units and the common areas at the Facility where Plaintiffs were,  
4 and the other disabled detainees are or were housed, are not accessible to physically disabled  
5 detainees because they are not equipped with bathroom, sanitary, shower, and dining facilities  
6 compliant with the structural and dimensional requirements of rules and regulations  
7 promulgated to ensure accessibility by the disabled. The noncompliant common areas and  
8 bathroom, sanitary, shower and dining facilities prevented Plaintiffs and continue to prevent the  
9 other disabled detainees from making full, free and equal use of the accommodations at the  
10 Facility. As such, the Defendants discriminate against Plaintiffs and the other Class Members  
11 by owning and operating the Facility that is not equipped with common areas and bathroom,  
12 sanitary, shower and dining facilities that are fully accessible to, and independently usable by,  
13 persons who are wheelchair bound or otherwise require auxiliary mobility aids.

14 6. Plaintiffs allege violations of the Unruh Act and the DPA for failing to design,  
15 construct, and own or operate the Facility so that it is fully accessible to, and independently  
16 usable by disabled persons. Plaintiffs seek: (1) a declaration that the Defendants violated the  
17 Unruh Act and the DPA; (2) a declaration that Defendant GEO breached the Lease Agreement  
18 and its contracts with the U.S. Marshals Service; (3) an injunction compelling Defendants to  
19 make the entire Facility accessible to disabled detainees; (4) an order for special performance  
20 compelling Defendant GEO to comply with the Lease Agreement's and U.S. Marshals Service  
21 contracts' requirements for Defendant GEO to comply with laws and regulations that protect the  
22 rights of the physically disabled detainees; (5) a permanent injunction prohibiting Defendants  
23 from owning, operating or maintaining the Facility in violation of the laws and regulations  
24 that protect the rights of the physically disabled; (6) an award of statutory damages as  
25 permitted under the relevant California authority; and (7) an award of their attorney's fees and  
26 the costs and expenses of prosecuting this action.

27  
28

**JURISDICTION AND VENUE**

1  
2 7. Subject matter jurisdiction is proper in this Court as the amount in controversy is  
3 not less than the jurisdictional limit of this Court.

4 8. *In personam* jurisdiction over Defendants is proper in this Court because  
5 Defendants Middle Block and GEO are qualified foreign business entities with the California  
6 Secretary of State and because all Defendants do sufficient business in, have sufficient contacts  
7 with, and intentionally avail themselves of the laws and markets of the State of California  
8 through the ownership and the operation of detention facilities for profit in the State of  
9 California, as to render exercise of jurisdiction by California courts permissible.

10 9. Venue is proper in the Superior Court for the County of San Diego, State of  
11 California pursuant to Code of Civil Procedure sections 393, 395, and 395.5, because:  
12 Defendants' violations of the Unruh Act and the DPA took place in San Diego County and  
13 Plaintiffs seek recovery of statutory damages; Defendant SDCC Middle Block, LLC owns the  
14 Facility, which is located in San Diego County; Defendant GEO breached the lease agreement  
15 in San Diego County; Defendant GEO breached its contract with the U.S. Marshals Service in  
16 San Diego County; Defendant GEO maintains offices and staffing in this County; and the  
17 Facility is located within the City and County of San Diego. At all times herein mentioned,  
18 Plaintiffs were residents of the State of California.

19 **PARTIES**

20 10. Plaintiff Scott Miles Stout is a 56-year-old physically disabled person who was  
21 detained at the Facility between April 9, 2018 and December 5, 2018. Prior to his detention at  
22 the Facility, Mr. Stout suffered a broken left fibula and tibia that are held together with two  
23 metal plates and multiple steel screws. The plates have separated from the bone, which  
24 substantially limits a number of Mr. Stout's major life activities, including walking, standing,  
25 lifting, and bending.

26 11. Plaintiff Derrick Allen Felton is a 51-year-old physically disabled person who  
27 was housed at the Facility between August 28, 2018 and May 9, 2019. Prior to his detention at  
28 the Facility, Mr. Felton suffered a hernia and a broken left foot, which required Mr. Felton to

1 wear a protective walking boot. Despite informing GEO during intake of his medical needs,  
2 GEO did not issue any mobility aids to Mr. Felton. On September 10, 2018, Mr. Felton fell in a  
3 shower stall re-breaking his left foot and breaking his left wrist. The shower stall was not  
4 equipped with a grab bar or a bench seat. The hernia and a broken foot and hand substantially  
5 limited a number of Mr. Felton's major life activities, including walking, standing, lifting and  
6 bending. Plaintiffs' ability to care for themselves and to perform simple manual tasks have also  
7 been limited and they were dependent almost entirely on a wheelchair and other mobility aids  
8 and support fixtures to perform basic daily tasks, including showering.

9       12. Plaintiffs required an auxiliary aid to ambulate and used a wheelchair and/or  
10 cane for mobility. Plaintiffs could not effectively ambulate independently. As detainees,  
11 Plaintiffs had to use the facilities, services and accommodations at Defendants' business  
12 establishment and required full and equal access to the accommodations owned, operated  
13 and maintained by Defendants. Plaintiffs are "disabled persons" pursuant to the Unruh Act,  
14 Civil Code section 51, subdivision (e)(1), the Disabled Persons Act section 54, subdivision  
15 (b)(1), Government Code sections 12926, subdivision (m) and 12926.1, and a "qualified  
16 individual with a disability" under the Americans with Disabilities Act of 1990 (the "ADA"),  
17 42 U.S.C. §§ 12103, 12131.

18       13. Defendant GEO Group, Inc. is a public Florida corporation, doing business  
19 in California as GEO California, Inc. GEO is one of the two largest developers, owners and  
20 operators of private prisons in the United States, controlling more than 30 percent of the  
21 private prison market segment. Its consolidated revenues for fiscal years 2017 and 2018  
22 were \$2.3 billion. GEO operates a "business establishment" and a place and facility of  
23 public accommodation. Since January 1999, GEO has managed and operated the Facility  
24 located in the City and County of San Diego, State of California. In addition to the Facility,  
25 GEO owns, directly or through a wholly-owned subsidiary, CPT Operating Partnership, LP,  
26 a Delaware limited partnership, five detention and rehabilitation facilities in California,  
27 including: (1) Golden State MCCF; (2) McFarland Female Community Reentry Facility;  
28 (3) Mesa Verde ICE Processing Center; (4) Adelanto ICE Processing Center; and (5) Desert

1 View MCCF. GEO also operates seven city jails, including: (1) Fontana City Jail;  
2 (2) Ontario City Jail; (3) Alhambra Jail; (4) Baldwin Park City Jail; (5) Downey City Jail;  
3 (6) Montebello City Jail; and (7) Garden Grove City Jail.

4 14. Defendant SDCC Middle Block, LLC is a Delaware limited liability company.  
5 Middle Block acquired the Facility from the County of San Diego and concurrently assumed the  
6 County of San Diego's rights as a lessor under the Lease Agreement with Defendant GEO.

7 15. The true names and capacities of the defendants named herein under Code of  
8 Civil Procedure section 474 as Does 1 through 20 are presently unknown to Plaintiffs, who  
9 therefore sue them by such fictitious names. Plaintiffs will amend this complaint to allege the  
10 true names and capacities of these defendants when they have been determined. Each of the  
11 fictitiously named defendants is responsible in some manner for the wrongful conduct alleged  
12 herein. The Doe defendants are private individuals, associations, partnerships, private and public  
13 corporations or institutions who participated in the wrongful conduct alleged herein in ways  
14 which are unknown to Plaintiffs at this time.

15 16. At all times mentioned in the causes of action alleged herein, each and every  
16 defendant was an alter ego, agent and/or employee of each and every other defendant. In doing  
17 the things alleged in the causes of action stated herein, each and every defendant was acting  
18 within the course and scope of this agency or employment, and was acting with the consent,  
19 permission and authorization of each of the remaining defendants. Each defendant, is and was  
20 organized, existing and/or providing public programs, activities and/or services under the laws  
21 of the State of California, and is and were, private or public corporations or subsidiaries of the  
22 State of California thereof, or other forms of public and/or business entities, duly organized,  
23 licensed and existing under the laws of the State of California, authorized to do business in  
24 the State of California, and are the lessees, operators, possessors and/or other forms of  
25 business entities charged with the responsibility of maintaining the Facility, including all  
26 restrooms, showers, sanitary facilities, and other features of "public accommodations"  
27 and/or governmental services, including the real property located at or near 220 West "C"  
28 Street, San Diego, CA 92101, within the County of San Diego, State of California. All

1 actions of each defendant, as alleged in the causes of action stated herein, were ratified and  
2 approved by every other defendant or its officers or managing agents.

### 3 THE DISABILITY ACCESSIBILITY LAWS

4 17. The Unruh Act and the DPA prohibit discrimination against persons with  
5 disabilities and medical conditions by guaranteeing full, equal and free access to business  
6 establishments and the use of public facilities. The Unruh Act and the DPA offer greater  
7 protection to the disabled and the medically impaired persons than the ADA; however, both  
8 statutes incorporate the protections the ADA offers to supplement any actual or perceived gaps  
9 in the protection offered by the Unruh Act and the DPA. As such, a violation of the ADA  
10 constitutes a violation of the Unruh Act, Civ. Code § 51, subd. (f) and the DPA, Civ. Code  
11 §§ 54, subd. (c), 54.1, subd. (d).

12 18. To ensure the required access for disabled and the medically impaired, the United  
13 States Department of Justice issues, and periodically updates, the Americans with Disabilities  
14 Act Architectural Guidelines, 28 C.F.R. pt. 36, app. A, including the 2010 ADA Standards for  
15 Accessible Design (“ADAS”). The United States Access Board has also adopted the Uniform  
16 Federal Accessibility Standards (“UFAS”) which set standards for facility accessibility by  
17 physically handicapped persons for Federal and federally funded facilities under the  
18 Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151-4157. Similarly, California Legislature  
19 has promulgated the California Building Standards Code, California Code of Regulations, Title  
20 24 (the “Building Code”), to provide the minimum accessibility requirements that Defendants  
21 must satisfy (together with ADAAG, ADAS, and UFAS, the “Accessibility Requirements”).  
22 The Building Code expressly provides that its purpose, in relevant part, “is to establish the  
23 minimum requirements to safeguard ... access to persons with disabilities.” Cal. Code Regs.,  
24 Tit. 24, § 1.1.2 (2018).

25 19. For example, to ensure compliance with the Accessibility Requirements,  
26 Defendants must ensure that “[w]here bathing rooms are provided, each bathing room shall” be  
27 accessible (ADAAG, § 213.2) and that in each such bathing room, “at least one [accessible]  
28 shower shall be provided” (ADAAG, § 213.3.6; UFAS, §§ 4.1.4(9)(c), 4.21). In addition to the

1 various dimensional and level change requirements, an accessible shower must be equipped with  
2 grab bars, compliant controls and shower spray units, compliant thresholds, and non-slip surface  
3 materials. ADAAG, §§ 309.4 608.3, 608.5 through 608.7, 609; *see also* Cal. Code Regs., Tit.  
4 24, § 1134A.6.

5 20. The common area fixtures and features and the bathroom, sanitary, shower and  
6 dining accommodations at the Facility do not comply with one or more of the Accessibility  
7 Requirements and the Building Code.

### 8 **THE FACILITY**

9 21. The Facility was constructed and has been remodeled, repaired, and/or  
10 altered since 1971. In January 1999, pursuant to an agreement with the Facility's then  
11 current owner, the County of San Diego, GEO renovated the Facility, which then served as the  
12 former San Diego County Central Detention Facility. GEO retained Hensel Phelps Construction  
13 to perform the renovation. Defendant GEO and San Diego County failed to comply with  
14 Accessibility Requirements and the Building Code that applied at the time of each such new  
15 construction and/or alteration.

16 22. On or about July 3, 2000, GEO entered into an agreement with the U.S. Marshals  
17 Service for detention services and the housing of federal prisoners at the renovated Facility. The  
18 Facility can hold as many as 770 detainees; initial intake began on July 7, 2000.

19 23. On January 6, 2006, the Office of the Federal Detention Trustee<sup>1</sup> awarded a new  
20 contract to Defendant GEO for the housing of detainees for the U.S. Marshals Service (the "2006  
21 Service Agreement"). Pursuant to the 2006 Service Agreement, GEO had to ensure the Facility  
22 complied with all applicable laws and regulations, generally, and specifically with the  
23 Architectural Barriers Act of 1968, the Rehabilitation Act of 1973, and the UFAS. The 2006  
24 Service Agreement also required GEO to maintain an ACA accreditation for the Facility and to  
25 comply with its detention standards, the ALDF.

26  
27  
28 <sup>1</sup> On October 1, 2012, the Office of the Federal Detention Trustee merged with the U.S.  
Marshals Service.

1           24.     During its existence, the Facility's ownership passed back and forth between the  
2 State of California and the County of San Diego. In July 2011, Defendant GEO entered into a  
3 Lease Agreement with the Facility's then current owner, the State of California. Judicial  
4 Council of California ("JCC") represented the State of California as the lessor in the  
5 execution and management of the Lease Agreement.<sup>2</sup> The JCC is a division of the State of  
6 California government and the policymaking body of the California courts charged with  
7 ensuring the consistent, independent, impartial, and accessible administration of justice.  
8 Pursuant to the Lease Agreement, GEO must house federal government detainees at the Facility.

9           25.     The Lease Agreement required GEO to comply with its contractual  
10 obligations under the 2006 Service Agreement and prohibited Defendant GEO from  
11 violating the laws, regulations, rules, orders and requirements of the United States of  
12 American and the State of California, including: the Unruh Act; the DPA; Title II of the  
13 ADA; Title III of the ADA; ADAAG; California Government Code section 4450 *et seq.*;  
14 California Building Code, 24 Cal. Code Regs. § 1101B.1 *et seq.*<sup>3</sup> (collectively "Disability  
15 Accessibility Laws").

16           26.     GEO and the JCC amended the Lease Agreement twice to extend the initial  
17 term of the lease through March 31, 2019. At all times during its existence and at the time  
18 JCC leased the Facility to GEO, the Facility was not in compliance with the Accessibility  
19 Requirements.

20           27.     On November 14, 2017, the U.S. Marshals Service awarded to GEO its latest  
21 contract, pursuant to which Defendant GEO currently houses federal detainees at the Facility  
22 (the "2017 Service Agreement"). The 2017 Service Agreement requires GEO to comply with  
23 the Disability Accessibility Laws.

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26           <sup>2</sup>     A copy of the Lease Agreement and the Amendments thereto are currently available at:  
27 [https://www.sandiegocounty.gov/content/dam/sdc/dgs/Doc/RES\\_RFSQ\\_CtHouseCommonsA  
ppA5.pdf](https://www.sandiegocounty.gov/content/dam/sdc/dgs/Doc/RES_RFSQ_CtHouseCommonsAppA5.pdf) (last visited September 3, 2019.)

28           <sup>3</sup>     24 Cal. Code Regs. §1101B.1, *et seq.* was superseded by 24 Cal. Code Regs. §11B-101,  
*et seq.*

1           28.     On October 1, 2018, as part of a sale of the Facility, the State of California  
2 transferred title to the Facility, and the attendant land, to the County of San Diego, and the  
3 County assumed JCC's duties and obligations as the Facility's lessor under the Lease  
4 Agreement. On October 30, 2018, the County of San Diego's board of supervisors authorized  
5 the sale of the Facility.

6           29.     Pending the final transfer of title and lease to the Facility to Middle Block, on  
7 October 31, 2018, San Diego County and Defendant GEO amended the Lease Agreement for  
8 the third time.

9           30.     On June 21, 2019, the County of San Diego transferred title to the Facility to  
10 Defendant Middle Block, which concurrently assumed the lessor duties under the Lease  
11 Agreement that were previously held by the JCC and the County of San Diego.

12           31.     As the Facility's current owner and lessor, Defendant Middle Block has a duty  
13 to ensure the Facility complies with the Disability Accessibility Laws' requirements aimed to  
14 protect persons with disabilities from discrimination based on the perception of their disability  
15 and/or medical condition.

16           32.     The Facility is a business establishment for the purposes of the Unruh Act, as  
17 well as a public facility under the DPA.

18           **DEFENDANTS' DISCRIMINATION AGAINST PLAINTIFFS AND THE CLASS**

19           33.     The Facility comprises eight stories, including a recreation area that is accessible  
20 by the detainees (subject to GEO rules and regulations). On any given day, Plaintiffs needed  
21 access to the administrative offices on the first floor, the recreation area on the roof, and the  
22 medical, dinning, sleeping, and bathing facilities on the floor where they were housed. Between  
23 April 2018 and September 2018, GEO provided Mr. Stout with a cane, which he had to use to  
24 ambulate throughout the Facility and to the nearby courthouse. Mr. Stout filed several  
25 grievances, requests for medical treatment, and a request for a wheelchair with GEO. In  
26 September 2018, GEO issued a wheelchair to Mr. Stout.

27           34.     Mr. Felton arrived at the Facility on August 28, 2018 and, during the initial intake  
28 medical check, informed GEO that his left foot was broken and that he required a protective

1 walking boot. GEO took nearly two months to issue a cane and a protective walking boot to Mr.  
2 Felton.

3 35. Plaintiffs were housed on the sixth floor of the Facility, in a unit which GEO  
4 generally uses to house male detainees with disabilities and other serious medical conditions  
5 (the "ADA Unit"). The ADA Unit comprises a day room, two dorm rooms, and two separate  
6 bathrooms accessible by Plaintiffs and the other disabled persons. One of the bathrooms is  
7 equipped with a transfer type shower stall with a ramp (the "ADA Restroom") and the other,  
8 with a regular shower stall. The ADA Restroom does not comply with the Accessibility  
9 Requirements. Moreover, GEO only allowed detainees in wheelchairs to shower in the ADA  
10 Restroom.

11 36. Mr. Felton was forced to use the regular shower stall, which was not equipped  
12 with any grab bars or a bench seat. On September 10, 2018, while showering, Mr. Felton tripped  
13 and fell in the shower. He re-broke his foot and broke his left hand, at the wrist. GEO took more  
14 than a month to get Mr. Felton a cane and a walking boot.

15 37. Defendants' failure to bring the Facility and the ADA Restroom into compliance  
16 with the Disability Accessibility Laws and refusing detainees without wheelchairs access to the  
17 ADA Restroom deprived Plaintiffs and other disabled detainees of free and equal use of the  
18 ADA Unit and the Facility.

19 38. At the end of October 2018, after Plaintiffs made several requests for  
20 accommodation in the ADA Unit, GEO caused there to be installed grab bars and a collapsible  
21 shower seat in the ADA Restroom shower (the "Modified Shower") and a grab bar in the regular  
22 shower stall. While being housed at the Facility, GEO personnel have pointed at Mr. Stout,  
23 referred to him as "the one," and plainly told him that the modifications were made for him.  
24 GEO's transport personnel also regularly referred to Plaintiffs and other disabled detainees as  
25 the "broken ones."

26 39. While equipped with grab bars and a shower seat, the Modified Shower still does  
27 not comply with the Disability Accessibility Laws and Mr. Stout and other disabled detainees  
28 in wheelchairs could not use it. The Modified Shower is accessible only via a ramp that is not

1 covered with nonslip material. There is also a barrier between the end of the ramp and the shower  
2 stall that purportedly keeps the water from the shower out of the main bathroom area, but  
3 effectively makes it impossible for a wheelchair to pass. The Modified Shower is also blocked  
4 off with a set of “shower curtains” that are Velcroed to the outside, top edge of the shower stall  
5 that prevented Mr. Stout and the other Class Members from moving or pushing it aside while  
6 seated in a wheelchair.

7 40. In order for Mr. Stout to access the Modified Shower, he had to lock the wheels  
8 on his wheelchair, so it did not roll away, then stand up and step away from the wheelchair,  
9 balance on one leg on exceptionally slippery surface, move and hold the Velcroed shower curtain  
10 out of the way, move his wheelchair over the barrier with his free hand, and then finally sit back  
11 down into his wheelchair.

12 41. Once inside the Modified Shower, Mr. Stout had to use a push button-operated  
13 shower valve, which is difficult and unsafe to use due to the size and the layout of the shower  
14 stall. When activated, the waterflow from the push button-operated shower stays on only for a  
15 few seconds, during which time, the water temperature changes erratically from extremely cold  
16 to scolding hot. As Mr. Stout was essentially locked into the shower stall, he had no choice but  
17 to endure extreme variations in water temperature that burn and freeze in a matter of seconds.

18 42. Mr. Felton and other disabled detainees who did not have wheelchairs were not  
19 allowed to use the Modified Shower at all, and had to use the other shower stall. To avoid or  
20 minimize falling and further injury, Mr. Stout also used the other shower stall in the ADA  
21 Unit because it is sufficiently narrow to allow Plaintiffs and other Class Members to brace  
22 against one wall and then reach for the shower controls on the opposite wall. Plaintiffs and  
23 other Class Members have fallen while using this shower. This single shower stall is also  
24 equipped with shower controls that do not cause the water temperature to fluctuate at the  
25 extreme rates as the controls in the Modified Shower.

26 43. The shower stall that Plaintiffs and other disabled detainees had to use at the  
27 Facility was located in a bathroom with three commodes, none of which are wheelchair-  
28 accessible.

1           44.     The ADA Unit also has four community tables, two of which are surrounded by  
2 eight, permanently affixed seats. These two tables are so low to the ground that a person in a  
3 wheelchair cannot wheel himself under the tables. The seats also cannot be separated far enough  
4 for a wheelchair to roll up to the table. Consequently, Mr. Stout had to, and the other Class  
5 Members continue to take their meals at their bunks.

6           45.     The other two tables accommodate up to four people and are not equipped with  
7 permanently affixed seats. However, these tables are not of sufficient height to allow a person  
8 in a wheelchair to fit.

9           46.     Individually, and in the aggregate, these barriers, and others, violate the  
10 Disability Accessibility Laws and fail to satisfy the Accessibility Requirements and the Building  
11 Code.

12           47.     Defendant GEO has also housed disabled male detainees in units on the first,  
13 second, fourth and seventh floors. None of the housing units on these floors have features or  
14 fixtures accessible to disabled male detainees and GEO ignores their most basic needs. For  
15 example, one disabled detainee housed on the seventh floor of the Facility had suffered an  
16 aneurism that deprived him of an ability to hold his bowels and he frequently soils himself and  
17 his housing unit. GEO's personnel have refused to help him and other detainees in the housing  
18 unit have been forced to clean up after the disabled detainee.

19           48.     GEO does not have a separate accessible housing unit for disabled female  
20 detainees. Despite the 2017 Service Agreement's and an ALDF requirement to provide separate  
21 housing for disabled female detainees, GEO houses disabled female detainees in the medical  
22 unit.

23           49.     Before moving Mr. Stout from the Facility in December 2018, GEO personnel  
24 created a situation that required him to spend almost a week in solitary confinement in a Special  
25 Housing Unit on the 4th floor of the Facility. While in solitary confinement, Mr. Stout was not  
26 given access to his cane or wheelchair and was not permitted to shower.

27           50.     Under the protections offered to disabled persons and persons with qualifying  
28 medical conditions under the Disability Accessibility Laws, Defendants are required to

1 remove the barriers to a disabled person’s free and equal access to, and full and free use of  
2 the Facility. Pursuant to paragraph 6.3(b) of the Lease Agreement, GEO is contractually  
3 obligated to comply with the Disability Accessibility Laws as follows:

4 (a) ... [GEO] shall, at [GEO’s] expense, comply promptly with  
5 all applicable federal, state or local statutes, laws, ordinances,  
6 rules, regulations, orders, covenants and restrictions of record,  
7 and requirements in effect during the Term (collectively, “Laws  
8 or Orders”), regulating the use by [GEO] of the [Facility]. ...

8 (b) Notwithstanding any other provision of this Lease to the  
9 contrary, [GEO] shall be solely responsible for payment of all  
10 costs of complying with all Disability Accessibility Laws. “Disability Accessibility Laws” shall include, but not be limited to,  
11 Titles II and III of the Americans with Disabilities Act, 42 U.S.C.  
12 sections 12131 et seq., the Americans with Disabilities Act  
13 Architectural Guidelines, 28 C.F.R. pt. 36, app. A, those provisions  
14 of the California Government Code relating to Access to Public  
15 Buildings by Physically Handicapped Persons, including California  
16 Government Code sections 4450-4461 et seq., the accessibility  
17 provisions of then-applicable editions of the California Building  
18 Code, currently codified at California Code Regs., Title 24, sections  
19 1101B.1 et seq., the Unruh Civil Rights Act, California Civil Code  
20 section 51 et seq., and the Disabled Persons Act, California Civil  
21 Code section 54 et seq.

22 51. Further, pursuant to Paragraph 10.2 of the Lease Agreement, GEO must obtain  
23 all necessary permits for any Alterations, as that term is defined in the Lease Agreement, and  
24 submit them to the lessor “for plan review under applicable Disability Access [sic] Laws....”

25 52. The JCC and GEO amended the Lease Agreement in 2014 and 2016, leaving  
26 Paragraphs 6.3’s and 10.2’s mandates undisturbed every time. GEO and the County of San  
27 Diego amended the Lease Agreement for the third time in October 2018, also leaving these  
28 mandates in place, and Middle Block assumed the Lease Agreement without any amendments.  
Paragraphs 6.3 and 10.2 are inevitably intended to protect the disabled and medically impaired  
detainees at the Facility, like Plaintiffs and the other Class Members. Plaintiffs and the other  
Class Members are the intended third-party beneficiaries of the express agreement to ensure the  
Facility complies with the Disability Accessibility Laws and that Plaintiffs and the other Class  
Members have free, full and equal access to, and the use of, the Facility.

1           53.     The 2006 Service Agreement and the 2017 Service Agreement also required  
2 GEO to comply with the Disability Accessibility Laws and the Accessibility Requirements. The  
3 2017 Service Agreement even expressly stated that “at least 3%, but no fewer than one, of the  
4 total number of cells in [the Facility] shall provide accessible mobility features” for disabled  
5 detainees. In June 2017, when GEO requested clarification of this requirement as part of its bid  
6 on the 2017 Service Agreement, the contracting officer informed GEO that the Facility had to  
7 be altered to fully comply with the 2010 ADA requirements.

8           54.     The 2006 Service Agreement’s and the 2017 Service Agreement’s requirements  
9 for GEO to Comply with the Disability Accessibility Laws are intended to protect the disabled  
10 and medically impaired detainees at the Facility, like Plaintiffs and the other Class Members.  
11 Plaintiffs and the other Class Members are the intended third-party beneficiaries of these express  
12 agreements to ensure the Facility complies with the Disability Accessibility Laws and that  
13 Plaintiffs and the other Class Members have free, full and equal access to, and the use of, the  
14 Facility.

15           55.     Defendants knew, or should have known, GEO was contractually obligated to  
16 ensure compliance with the Disability Accessibility Laws and Defendants knew, or should have  
17 known, GEO has housed and would continue to house inmates with disabilities and medical  
18 conditions that required the Facility to be fully compliant with the Disability Accessibility Laws.  
19 As a real estate investor, Defendant Middle Block knew, or should have known the Facility did  
20 not comply with the Disability Accessibility Laws, yet purchased a noncompliant Facility and  
21 assumed the Lease Agreement that required GEO to comply with the Disability Accessibility  
22 Laws. As such, Middle Block intended and expected GEO to ensure the Facility complied with  
23 the Disability Accessibility Laws. Nevertheless, GEO intentionally failed to bring the Facility  
24 into compliance with the Disability Accessibility Laws and continues to operate the Facility that  
25 does not offer free, full and equal access to persons with disabilities and certain medical  
26 conditions.

27           56.     As a result of Defendants’ unlawful and intentional conduct, Plaintiffs and  
28 the other Class Members have been denied free and equal accommodation at the Facility

1 and have been denied full and free use of the Facility. GEO ignored express directions to  
2 alter the Facility to bring it into compliance with the Disability Accessibility Laws and the  
3 Accessibility Requirements, and after GEO learned Mr. Stout was bringing an action against  
4 it for violations of the Disability Accessibility Laws, GEO took retaliatory action against him.  
5 GEO personnel intentionally jeopardized Mr. Stout's life and safety; removed him from GEO's  
6 custody; and transferred him to a different detention center. Mr. Stout was moved twice since  
7 leaving the Facility in December 2018, before being released from custody in April 2019.

### 8 CLASS DEFINITION AND ALLEGATIONS

9 57. Plaintiffs bring this action on behalf of themselves and all others similarly  
10 situated persons, and seek certification of the following Class:

11 All disabled persons and persons with qualifying medical conditions  
12 that require the use of ambulatory aids who are or were housed at  
the Facility since January 4, 2015.

13 58. Excluded from the Class are Defendants, their parents, subsidiaries, affiliates,  
14 officers, directors, employees, and all persons who make a timely election to be excluded from  
15 the Class, the judge to whom this case is assigned and any immediate family members thereof.

16 59. Certification of Plaintiffs' claims for classwide treatment is appropriate because  
17 Plaintiffs can prove the elements of their claims on a classwide basis using the same evidence  
18 as would be used to prove those elements in individual actions alleging the same claims.

19 60. Members of the Class are so numerous and geographically dispersed that joinder  
20 of all class members is impracticable. While Plaintiffs do not know the exact number and  
21 identity of the Class Members, Plaintiffs believe there are hundreds of Class Members and that  
22 their identities can be obtained from GEO's records.

23 61. Common questions of law and fact exist as to all members of the Class and  
24 predominate over questions affecting only individual Class members. The common legal and  
25 factual questions include, but are not limited to, the following:

26 (a) Whether Defendant GEO violated the Unruh Civil Rights Act, Civil Code  
27 section 51, *et seq.*;  
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- (b) Whether Defendant GEO's violations of the Unruh Civil Rights Act, Civil Code section 51, *et seq.* were intentional;
- (c) Whether Defendant GEO violated the Disabled Persons Act, Civil Code section 54, *et seq.*;
- (d) Whether Defendant GEO breached the Lease Agreement and the 2006 and 2017 Service Agreements by failing to comply with the Disability Accessibility Laws;
- (e) Whether Plaintiffs and the other Class Members are the intended third-party beneficiaries of the Lease Agreement and the 2006 and 2017 Service Agreements;
- (f) Whether Defendant Middle Block violated the Unruh Civil Rights Act, Civil Code section 51, *et seq.*;
- (g) Whether Defendant Middle Block's violations of the Unruh Civil Rights Act, Civil Code section 51, *et seq.* were intentional;
- (h) Whether Defendant Middle Block violated the Disabled Persons Act, Civil Code section 54, *et seq.*;
- (i) Whether Defendants' conduct was negligent in that Defendants failed to ensure the Facility and the ADA Unit complied with the Disability Accessibility Laws;
- (j) Whether Plaintiffs and the other Class Members are entitled to statutory damages, as a result of Defendants' violations of the Unruh Act;
- (k) Whether Plaintiffs and the other Class Members are entitled to statutory damages, as a result of Defendants' violations of the DPA;
- (l) Whether Plaintiffs and the other Class Members are entitled to injunctive, declaratory, or other equitable relief; and
- (m) Whether Plaintiffs and the other Class Members are entitled to an award of attorney's fees and the costs and expenses of prosecuting this action.

1           62.     The claims asserted by Plaintiffs in this action are typical of the claims of the  
2 Class Members, as the claims arise from the same course of Defendants' unlawful conduct, and  
3 the relief sought is common. Plaintiffs and the other Class Members were equally and in a similar  
4 manner denied free and equal access to, and full and free use of, the Facility by the  
5 Defendants.

6           63.     Plaintiffs will fairly and adequately represent and protect the interests of the Class  
7 Members. Plaintiffs have retained counsel competent and experienced in both civil rights and  
8 class litigation.

9           64.     A class action is superior to any other available means for the fair and efficient  
10 adjudication of this controversy, and no unusual difficulties are likely to be encountered in the  
11 management of this class action. The statutory damages or other damages available to Plaintiffs  
12 and the other Class Members are relatively small compared to the burden and expense that would  
13 be required to individually litigate their claims against Defendants, so it would be impracticable  
14 for the Class Members to individually seek redress for Defendants' unlawful conduct. Even if  
15 the Class Members could afford individual litigation, the court system could not. Individualized  
16 litigation creates a potential for inconsistent or contradictory judgments and increases the delay  
17 and expense to all parties and the court system. By contrast, the class action device presents far  
18 fewer management difficulties, and provides the benefits of single adjudication, economy of  
19 scale, and comprehensive supervision by a single court.

20           65.     In the alternative, the Class also may be certified because Defendants have acted  
21 or refused to act on grounds generally applicable to the Class thereby making final declaratory  
22 and/or injunctive relief with respect to the Class Members as a whole, appropriate.

23           66.     Plaintiffs seek preliminary and permanent injunctive and equitable relief on  
24 behalf of the Class, on grounds generally applicable to the Class, to enjoin and prevent  
25 Defendants from engaging in the acts described, and to require Defendants to pay the appropriate  
26 statutory damages to Plaintiffs and the other Class Members.

27           67.     Unless the Class is certified and a classwide injunctive relief granted, Defendants  
28 will cause great and irreparable injury to disabled detainees at the Facility, in that

1 Defendants' ongoing failure to provide full and equal access to individuals with disabilities  
2 denies them access to, and use of, the Facility in violation of the Disability Accessibility  
3 Laws.

4 **CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 **Violation of California Civil Code §§ 51, *et seq.***  
7 **(Against all Defendants)**

8 68. Plaintiffs incorporate Paragraphs 1 through 67 of this complaint, as though fully  
9 set forth herein.

10 69. The Unruh Act provides that “[a]ll persons within the jurisdiction of this state are  
11 free and equal, and no matter what their ... disability [or] medical condition ... are entitled to  
12 the full and equal accommodations, advantages, facilities, privileges, or services in all business  
13 establishments of every kind whatsoever.” Civ. Code § 51, subd. (b).

14 70. Defendants operate a “business establishment” by virtue of owning, operating  
15 and managing a private detention facility for profit in the State of California.

16 71. Plaintiffs and the other Class Members are “persons” with one or more  
17 recognized “disabilities” and/or “medical conditions.” Civ. Code § 51, subds. (e)(1) and (3);  
18 Gov. Code §§ 12925, subd. (d), 12926, subds. (m) & (n).

19 72. GEO has ignored its contractual obligations to abide by the Disability  
20 Accessibility Laws and refused to follow express directions from the contracting officer to  
21 alter the Facility to comply with the ADAAG. GEO did, and continues to discriminate  
22 against Plaintiffs and the other Class members by: (1) referring to disabled detainees as the  
23 “broken ones”; (2) singling Mr. Stout out by referring to him as “the one” and taking  
24 retaliatory action against him; (3) leaving disabled detainees to sop in their own soil; and  
25 (4) failing to comply with the Disability Accessibility Laws, the Accessibility Requirements  
26 and the Building Code. GEO’s discriminatory conduct deprived and denied Plaintiffs and  
27 the other Class Members full and equal access to the bathrooms, sanitary facilities, and the  
28 common areas in violation of the Unruh Act, Civil Code §§ 51, *et seq.*



1           78.     The Disabled Persons Act provides that “[i]ndividuals with disabilities shall be  
2 entitled to full and equal access, as other members of the general public, to accommodations,  
3 advantages [and] facilities, ... subject only to the conditions and limitations established by law,  
4 or state or federal regulation, and applicable alike to all persons.” Civ. Code § 54.1, subd. (a)(1).

5           79.     The Disabled Persons Act applies to jails and the accommodations and services  
6 provided therein.

7           80.     Plaintiffs and the other Class Members are “persons” with one or more  
8 recognized “disabilities” and/or “medical conditions.” Civ. Code § 54, subds. (b)(1) and (2);  
9 Gov. Code §§ 12925, subd. (d), 12926, subds. (m) & (n).

10          81.     Defendants prevent and deter Plaintiffs and the other Class Members from using  
11 the Facility because they have failed to ensure the bathrooms, sanitary facilities, and the common  
12 areas comply with the Disability Accessibility Laws, the Accessibility Requirements and  
13 the Building Code.

14          82.     GEO has ignored its contractual obligations to abide by the Disability  
15 Accessibility Laws and refused to follow express directions from the contracting officer to  
16 alter the Facility to comply with the ADAAG. GEO did, and continues to discriminate  
17 against Plaintiffs and the other Class members by: (1) referring to disabled detainees as the  
18 “broken ones”; (2) singling Mr. Stout out by referring to him as “the one” and taking  
19 retaliatory action against him; (3) leaving disabled detainees to sop in their own soil; and  
20 (4) failing to comply with the Disability Accessibility Laws and the Accessibility  
21 Requirements. GEO’s discriminatory conduct denied Plaintiffs and the other Class  
22 Members full and equal access to the bathrooms, sanitary facilities, and the common areas  
23 in violation of the Disabled Persons Act, Civil Code §§ 54, *et seq.*

24          83.     Defendants’ intentional and deliberate conduct was a substantial factor in  
25 depriving Plaintiffs and the other Class Members of the full and equal access to the Facility,  
26 and but for the Defendants’ intentional and deliberate failure to maintain and operate the  
27 Facility in compliance with the Disability Accessibility Laws, Plaintiffs and the other Class  
28 Members would not have been deprived of full and equal access to the Facility, as alleged.



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Orders”), regulating the use by [GEO] of the [Facility].... Lease Agreement, ¶ 6.3(a).

Notwithstanding any other provision of this Lease to the contrary, [GEO] shall be solely responsible for payment of all costs of complying with all Disability Accessibility Laws. “Disability Accessibility Laws” shall include, but not be limited to, Titles II and III of the Americans with Disabilities Act, 42 U.S.C. sections 12131 et seq., the Americans with Disabilities Act Architectural Guidelines, 28 C.F.R. pt. 36, app. A, those provisions of the California Government Code relating to Access to Public Buildings by Physically Handicapped Persons, including California Government Code sections 4450-4461 et seq., the accessibility provisions of then-applicable editions of the California Building Code, currently codified at California Code Regs., Title 24, sections 1101B.1 et seq., the Unruh Civil Rights Act, California Civil Code section 51 et seq., and the Disabled Persons Act, California Civil Code section 54 et seq. Lease Agreement, ¶ 6.3(b).

GEO must also obtain all necessary permits for any Alterations, as that term is defined in the Lease Agreement, and submit them to JCC “for plan review under applicable Disability Access [sic] Laws....” Lease Agreement, ¶ 10.2.

88. GEO’s failure to comply with these provisions of the Lease Agreement constitutes a default and a breach of the Lease Agreement. Lease Agreement, ¶ 16.1.

89. At the time GEO entered into the Lease Agreement, it knew or should have known, that it would house detainees with disabilities and medical conditions at the Facility and that these detainees would require free and full access to the bathrooms, sanitary facilities, and the common areas. Similarly, at the time GEO breached the Lease Agreement, it knew or should have known, that by failing to ensure the bathrooms, sanitary facilities, and the common areas complied with the Disability Accessibility Laws, the Accessibility Requirements and the Building Code, Plaintiffs and the other Class Members would be denied the full, equal and free access to, and the use of the Facility.

90. Plaintiffs and the other Class Members are “persons” with one or more recognized “disabilities” and/or “medical conditions.” Gov. Code §§ 12925, subd. (d), 12926, subds. (m) & (n).

91. Plaintiffs and the other Class Members are not named parties to the Lease Agreement. However, as disabled persons and as persons with a medical condition that requires

1 one or more ambulatory aids, Plaintiffs and the other Class Members are entitled to damages for  
2 breach of contract as the intended third-party beneficiaries of the Lease Agreement.

3 92. GEO breached the Lease Agreement by failing to comply with its obligation to  
4 ensure the Facility complied with the Disability Accessibility Laws, the Accessibility  
5 Requirements and the Building Code, as alleged herein.

6 93. As a direct and proximate result of GEO's breach of the Lease Agreement,  
7 Plaintiffs and the other Class Members were denied the full, equal and free access to, and the  
8 use of the Facility, as alleged herein.

9 94. Consequently, Plaintiffs, individually and on behalf of the other Class  
10 Members, seek: (1) a declaration that Defendant GEO breached the Lease Agreement; (2) an  
11 injunction prohibiting GEO from any future breaches of its obligations under the Lease  
12 Agreement to ensure the Facility complies with the Disability Accessibility Laws, the  
13 Accessibility Requirements and the Building Code; (3) an injunction compelling GEO to  
14 bring the Facility into full compliance with the Disability Accessibility Laws, the Accessibility  
15 Requirements and the Building Code; and (4) an order for specific performance compelling  
16 GEO to conform the Facility to the requirements of Disability Accessibility Laws, the  
17 Accessibility Requirements and the Building Code.

18 95. Additionally, pursuant to Code of Civil Procedure section 1021.5 and other  
19 relevant authority, Plaintiffs, individually and on behalf of the other Class Members, also  
20 seek an award of their attorney's fees and the costs and expenses of prosecuting this action,  
21 as Plaintiffs seek to enforce an important right that affects the public interest in that it  
22 confers a significant benefit on a large class of persons, and because the necessity and the  
23 financial burden of private enforcement of agreements that aim to protect disabled persons  
24 against discrimination by a large, publicly-traded corporate defendant, such as GEO, make  
25 the award of costs appropriate.

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**FOURTH CAUSE OF ACTION**  
**Breach of Service Agreements**  
**(Against Defendant The GEO Group, Inc.)**

96. Plaintiffs incorporate Paragraphs 1 through 94 of this complaint, as though fully set forth herein.

97. Defendant GEO was bound by the 2006 Service Agreement, and is currently bound by the 2017 Service Agreement, as valid and enforceable contracts that require GEO to comply with the Disability Accessibility Laws and the Accessibility Requirements as follows:

The facility, whether new construction or an existing physical plant, shall be designed, constructed, operated and maintained in accordance with all applicable federal, state and local laws, regulations, codes, guidelines and policies. In the event of a conflict between federal, state, or local codes, regulations or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health or environmental requirement in an applicable law, standard, code, regulation or Government policy, the most stringent requirement shall apply.

...

The facility, whether new construction or existing physical plant, shall comply with the requirements of the Architectural Barriers Act of 1968 as amended and the Rehabilitation Act of 1973 as amended. The standards for facility accessibility by physically handicapped persons as set forth in "Uniform Federal Accessibility Standards" (UFAS) shall apply. All areas of the buildings and site shall meet these requirements. (2006 Service Agreement, ¶ C.9; 2017 Service Agreement, at p. C32.)

98. The 2017 Service Agreement additionally requires the following:

The Contractor shall maintain full compliance with ACA ALDF standards pertaining to: (1) Physical Plant; (2) Inmate Housing; (3) Single Occupancy Cells; (4) Multiple Occupancy Cells; (5) Cell Room Furnishings; (6) Dayrooms; (7) Washbasins; (8) Bathing Facilities; and (9) Toilets.

...

Exisiting [sic] facilities shall also provide a minimum of 3%, but no fewer than one, of the total number of cells being altered until at least 3%, but no fewer than one, of the total number of cells in a facility shall provide accessible mobility features shall be provided

1 in each classification level. (2017 Service Agreement, ¶ C.9.)

2 99. GEO's failure to comply with these provisions of the Service Agreements, as  
3 alleged herein, constitutes a default and a breach of the Service Agreements.

4 100. At the time GEO entered into the Service Agreements, it knew or should have  
5 known, that it would house detainees with disabilities and medical conditions at the Facility and  
6 that these detainees would require free and full access to the bathrooms, sanitary  
7 accommodations, and the common areas. Similarly, at the time GEO breached the Service  
8 Agreements, it knew or should have known, that by failing to ensure the bathrooms, sanitary  
9 facilities, and the common areas complied with the Disability Accessibility Laws and the  
10 Accessibility Requirements, Plaintiffs and the other Class Members would be denied the full,  
11 equal and free access to, and the use of the Facility.

12 101. Plaintiffs and the other Class Members are "persons" with one or more  
13 recognized "disabilities" and/or "medical conditions." Gov. Code §§ 12925, subd. (d), 12926,  
14 subds. (m) & (n).

15 102. Plaintiffs and the other Class Members are not named parties to the Service  
16 Agreements. However, as disabled persons and as persons with a medical condition that requires  
17 one or more ambulatory aids, Plaintiffs and the other Class Members are entitled to damages for  
18 breach of contract as the intended third-party beneficiaries of the Service Agreements.

19 103. GEO breached the Service Agreements by failing to comply with its obligation  
20 to ensure the Facility complied with the Disability Accessibility Laws and the Accessibility  
21 Requirements, as alleged herein.

22 104. As a direct and proximate result of GEO's breach of the Service Agreements,  
23 Plaintiffs and the other Class Members were denied the full, equal and free access to, and the  
24 use of the Facility, as alleged herein.

25 105. Consequently, Plaintiffs, individually and on behalf of the other Class Members,  
26 seek: (1) a declaration that Defendant GEO breached the 2006 Service Agreement; (2) a  
27 declaration that Defendant GEO breached the 2017 Service Agreement; (3) an injunction  
28 prohibiting GEO from any future breaches of its obligations under the 2017 Service Agreement

1 to ensure the Facility complies with the Disability Accessibility Laws and the Accessibility  
2 Requirements; (3) an injunction compelling GEO to bring the Facility into full compliance with  
3 the Disability Accessibility Laws and the Accessibility Requirements; and (4) an order for  
4 specific performance compelling GEO to conform the Facility to the requirements of the  
5 Disability Accessibility Laws and the Accessibility Requirements.

6 106. Additionally, pursuant to Code of Civil Procedure section 1021.5 and other  
7 relevant authority, Plaintiffs, individually and on behalf of the other Class Members, also seek  
8 an award of their attorney's fees and the costs and expenses of prosecuting this action, as  
9 Plaintiffs seek to enforce an important right that affects the public interest in that it confers a  
10 significant benefit on a large class of persons, and because the necessity and the financial burden  
11 of private enforcement of agreements that aim to protect disabled persons against discrimination  
12 by a large, publicly-traded corporate defendant, such as GEO, make the award of costs  
13 appropriate.

14 **JURY DEMAND**

15 Plaintiffs demand a trial by jury of all claims in this complaint so triable.

16 **REQUEST FOR RELIEF**

17 WHEREFORE, Plaintiffs, individually and on behalf of the other Class Members, pray  
18 for judgment against the Defendants as follows:

- 19 A. Certify the Class as requested herein;
- 20 B. Appoint Plaintiffs to serve as the Class Representatives in this matter;
- 21 C. Appoint Plaintiffs' counsel as Class Counsel in this matter;
- 22 D. Award Plaintiffs and the Class Members damages pursuant to statute;
- 23 E. Declare Defendants violated the Disability Accessibility Laws;
- 24 F. Grant injunctive relief ordering Defendants to ensure the Facility complies with  
25 the Disability Accessibility Laws;
- 26 G. Order specific performance of Defendants' obligation to ensure the Facility  
27 complies with the Disability Accessibility Laws;
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- H. Award reasonable attorneys' fees, expenses and costs; and
- I. Award such other and further relief as the Court may deem just and proper.

Respectfully submitted,

Dated: October 3, 2019

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*Attorneys for Plaintiff*

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**VERIFICATION**

Verification of Pleading (Code Civ. Proc. § 446)  
Declaration under Penalty of Perjury Form (Code Civ. Proc., §§ 446, 2015.5)

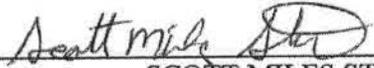
I, Scott Miles Stout, declare:

I am the plaintiff in the above-entitled matter.

I have read the foregoing Second Amended Civil Complaint and know the contents thereof.

The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 13, 2019, in San Diego County, California.

  
\_\_\_\_\_  
SCOTT MILES STOUT

BLOOD HURST & O' REARDON, LLP

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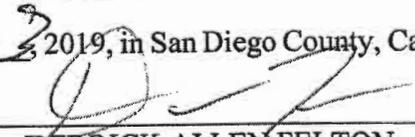
I, Derrick Allen Felton, declare:

I am the plaintiff in the above-entitled matter.

I have read the foregoing Second Amended Civil Complaint and know the contents thereof.

The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 3, 2019, in San Diego County, California.

  
\_\_\_\_\_  
DERRICK ALLEN FELTON

