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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JUAN FERNANDEZ, as an individual and on
behalf of all other aggrieved employees,

Plaintiff,

vs.

GEO REENTRY SERVICES, LLC, a Florida
Limited Liability Company; and DOES 1
through 100, inclusive,

Defendants.

Case No. 25STCV18699

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Juan Fernandez (“Plaintiff”), on behalf of himself and all other aggrieved
2 employees, hereby brings this Representative Action Complaint against Defendants Geo Reentry
3 Services, LLC, a Florida limited liability company; and DOES 1 through 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all other aggrieved employees, hereby brings
7 this representative action for recovery of civil penalties under California Labor Code §§ 2698 *et*
8 *seq.*

9 2. This Court has jurisdiction over Defendants because, upon information and belief,
10 Defendants are citizens of California, Defendants have sufficient minimum contacts in
11 California, or otherwise intentionally avail themselves to the California market so as to render
12 the exercise of jurisdiction over them by the California courts consistent with the traditional
13 notions of fair play and substantial justice.

14 **VENUE**

15 3. Venue as to each Defendant is proper in this judicial district pursuant to California
16 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
17 complained of herein occurred in the County of Los Angeles. Further, at all times relevant herein
18 Plaintiff was employed by Defendants within the County of Los Angeles.

19 **PARTIES**

20 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was, and currently is, a California resident, residing in the County of Los Angeles.
22 During the one year immediately preceding Plaintiff’s giving of the required notice under the
23 PAGA, and within the statute of limitations periods applicable to the cause of action pled herein,
24 Plaintiff was employed by Defendants as an hourly non-exempt employee.

25 5. Plaintiff is informed and believes, and based thereon alleges, that during the one
26 year preceding Plaintiff’s giving of the required notice under the PAGA and continuing to the
27 present, Defendants did (and do) business by managing half-way houses and detention centers for
28 individuals on probation or parole, and employed Plaintiff and other similarly-situated hourly

1 non-exempt employees within the County of Los Angeles and, therefore, were (and are) doing
2 business in the County of Los Angeles and the State of California.

3 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
4 herein, Defendants were licensed to do business in California and the County of Los Angeles, and
5 were the employers of Plaintiff and the Aggrieved Employees (as defined in Paragraph 18).

6 7. Plaintiff does not know the true names or capacities, whether individual, partner,
7 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
8 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
9 amend this Representative Action Complaint when such true names and capacities are
10 discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious
11 defendants, whether individual, partners, or corporate, were responsible in some manner for the
12 acts and omissions alleged herein, and proximately caused Plaintiff and the Aggrieved
13 Employees (as defined in Paragraph 18) to be subject to the unlawful employment practices,
14 wrongs, injuries, and damages complained of herein.

15 8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
16 herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees (as
17 defined in Paragraph 18).

18 9. At all times herein mentioned, each of said Defendants participated in the doing
19 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the
20 Defendants, and each of them, were the agents, servants, and employees of each and every one
21 of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
22 were acting within the course and scope of said agency and employment. Defendants, and each
23 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
24 omissions complained of herein.

25 10. At all times mentioned herein, Defendants, and each of them, were members of
26 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
27 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
28 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the

Aggrieved Employees (as defined in Paragraph 18).

REPRESENTATIVE ACTION ALLEGATIONS

11. Defendants employed Plaintiff as a non-exempt “Maintenance Technician” (or similarly titled position) from approximately October 2015 until approximately December 2024. Defendants operate a business managing half-way houses and detention centers for individuals on probation or parole.

12. During Plaintiff’s employment with Defendants, Defendants failed to pay Plaintiff and other aggrieved employees for all hours worked, including (but not limited to) by requiring and/or permitting employees to work while off-the-clock, including during their off-duty rest and meal periods. Plaintiff was required to keep his radio on him during rest and meal periods in order to respond to communications from his supervisor. In addition, Plaintiff and other aggrieved employees frequently worked through entire rest and meal periods because of work demands. Upon information and belief, Plaintiff’s supervisors would alter Plaintiff’s time entries and falsify when Plaintiff and other aggrieved employees clocked in and out. Defendants also altered Plaintiff’s time entries in order to spread his hours worked across multiple days to avoid paying Plaintiff overtime wages. Furthermore, upon information and belief, occasionally Plaintiff’s supervisors instructed Plaintiff and other aggrieved employees to arrive one to two hours prior to the scheduled shift. However, Plaintiff and other aggrieved employees were not compensated for this time due to Defendants’ timekeeping policies/practices, which fail to pay for all hours actually worked. Due to Defendants’ timekeeping policies/practices that fail to compensate for all hours worked, Plaintiff and other aggrieved employees were not compensated for all required minimum and overtime wages.

13. Defendants also failed to properly calculate Plaintiff and other aggrieved employees’ overtime rates of pay due to the receipt of non-discretionary bonuses and/or other forms of pay not excludable as a matter of law when calculating Plaintiff and other aggrieved employees’ regular rate (hereinafter the aforementioned forms of pay are collectively referred to as “Incentive Pay”). Defendants failed to properly calculate Plaintiff’s and other aggrieved employees’ regular rates of pay as a result of their receipt of Incentive Pay, thereby

1 miscalculating and underpaying the overtime and/or double-time wages owed to them.

2 14. During Plaintiff's employment with Defendants, Defendants failed to provide
3 Plaintiff and other aggrieved employees with all legally compliant meal periods due to
4 Defendants' meal period policies/practices, which have frequently resulted in late (commencing
5 after the fifth hour of work), short (less than 30 minutes), and/or missed meal periods.
6 Specifically, due to work demands, Plaintiff and other aggrieved employees were frequently
7 unable to commence their meal periods until after the completion of five hours of work. Plaintiff
8 and other aggrieved employees also carried a radio on them during their meal periods and were
9 frequently interrupted during their meal periods with work demands. Furthermore, Plaintiff was
10 periodically instructed that he could not leave the premises for his meal period because of work
11 demands. Although Plaintiff and other aggrieved employees worked shifts in excess of 10.0
12 hours, Defendants failed to provide Plaintiff and other aggrieved employees with second meal
13 periods on shifts over 10.0 hours. On those occasions when Plaintiff and other aggrieved
14 employees were not provided with all legally-compliant meal periods to which they were
15 entitled, Defendants did not always compensate Plaintiff and other aggrieved employees with
16 the required meal period premium(s) for each workday there was a meal period violation as
17 mandated by Labor Code § 226.7.

18 15. Defendants have also failed to authorize and permit all required rest periods for
19 Plaintiff and other aggrieved employees. Specifically, Defendants have often failed to authorize
20 and permit a 10-minute rest period for every four hours worked or major fraction thereof due to
21 work demands imposed by Defendants. In addition, Plaintiff and other aggrieved employees'
22 rest periods were also frequently cut short due to work demands. Furthermore, Plaintiff and other
23 aggrieved employees were required to carry their radios during rest periods and were regularly
24 interrupted with emergent work issues. On those occasions when Plaintiff was not authorized
25 and permitted all legally required rest periods to which he was entitled, Defendants did not
26 always compensate Plaintiff with the required rest period premium for each workday in which
27 he experienced a rest period violation as mandated by Labor Code § 226.7.

28 16. Defendants also failed to adequately reimburse Plaintiff and other aggrieved

1 employees for all reasonable and necessary work expenditures, including, but not limited to, use
2 of personal cellular phone and personal vehicle for employment-related tasks. In addition,
3 Plaintiff and other aggrieved employees were required to purchase tools, such as steel toe boots,
4 in the discharge of their work duties with Defendants. However, Defendants failed to reimburse
5 Plaintiff and other aggrieved employees for these business expenses.

6 17. As a result of Defendants' failure to compensate Plaintiff and other aggrieved
7 employees for all minimum wages, overtime wages, and all meal and rest period premium wages,
8 Defendants maintained inaccurate payroll records and failed to issue accurate, compliant,
9 itemized wage statements. As a further result of Defendants' failure to compensate Plaintiff and
10 other aggrieved employees for all minimum wages, overtime wages, and all meal and rest period
11 premium wages, Defendants failed to pay Plaintiff and other aggrieved employees all wages
12 owed at the time of their separation of employment with Defendants.

13 18. Based on the foregoing, Plaintiff seeks to represent himself and other aggrieved
14 employees, as defined by Labor Code § 2699(c), who have been aggrieved by the Labor Code
15 violations discussed herein.

16 **FIRST CAUSE OF ACTION**
17 **PRIVATE ATTORNEYS GENERAL ACT**
18 **(AGAINST ALL DEFENDANTS)**

19 19. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
20 fully set forth herein.

21 20. Defendants have committed several Labor Code violations against Plaintiff and
22 other aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor
23 Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this
24 representative action against Defendants to recover the civil penalties due to Plaintiff, other
25 aggrieved employees, and the State of California according to proof, including, but not limited
26 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for
27 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for
28 each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for

1 each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
2 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
3 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
4 initial violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
5 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each
6 subsequent violation per employee per pay period for those violations of the Labor Code for
7 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 8 a. Failing to pay Plaintiff and other aggrieved employees all earned overtime
9 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198;
- 10 b. Failing to pay minimum wages for all hours worked to Plaintiff and other
11 aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, and
12 1197;
- 13 c. Failing to provide all legally required meal periods, or to pay premium pay in lieu
14 thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in
15 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 16 d. Failing to authorize and permit all legally required rest periods, or to pay premium
17 pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate
18 of pay in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 19 e. Failing to furnish Plaintiff and other aggrieved employees with complete,
20 accurate, itemized wage statements in violation of Labor Code § 226;
- 21 f. Failing to timely pay all final wages due to Plaintiff and other aggrieved employees
22 in violation of Labor Code §§ 201, 202, and 203;
- 23 g. Failing to reimburse Plaintiff and other aggrieved employees for all necessary
24 expenditures incurred in violation of Labor Code §§ 2802 and 2804;
- 25 h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
26 twice during each calendar month in violation of Labor Code § 204; and
- 27 i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
28 employees in violation of Labor Code § 1174 and 1198.

21. On or about April 22, 2025, Plaintiff notified Defendant Geo Reentry Services, LLC, via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 20 (a)-(i). Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

22. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to receive under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 20 (a)-(i);

2. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 2699(g) and Code of Civil Procedure § 1021.5; and

3. For such other and further relief the Court may deem just and proper.

Dated: June 27, 2025

Respectfully submitted,
HAINES LAW GROUP, APC

By:



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