

**HAINES LAW GROUP**  
**EMPLOYMENT ATTORNEYS**

April 22, 2025

**VIA LWDA WEBSITE**

Labor and Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

Re: *Juan Fernandez v. Geo Reentry Services, LLC*

To Whom It May Concern:

Please be advised that this law firm represents Juan Fernandez (“Mr. Fernandez”) in claims arising from his employment with Geo Reentry Services, LLC, and Does 1 through 100 (collectively “Geo Reentry Services”). Mr. Fernandez is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Geo Reentry Services’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Geo Reentry Services’ non-exempt employees who worked for Geo Reentry Services in California during the one year immediately preceding the date of this letter through the present.

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

During Mr. Fernandez’s employment with Geo Reentry Services, Geo Reentry Services failed to pay Mr. Fernandez and other non-exempt 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. Mr. Fernandez was required to keep his radio on him during rest and meal periods in order to respond to communications from his supervisor. In addition, Mr. Fernandez and other non-exempt employees frequently worked through entire rest and meal periods because of work demands. Upon information and belief, Mr. Fernandez’s supervisors would alter Mr. Fernandez’s time entries and falsify when Mr. Fernandez and other non-exempt employees clocked in and out. Geo Reentry Services also altered Mr. Fernandez’s time entries in order to spread his hours worked across multiple days to avoid paying Mr. Fernandez overtime wages. Furthermore, upon information and belief, occasionally Mr. Fernandez’s supervisors instructed Mr. Fernandez and other non-exempt employees to arrive one to two

hours prior to the scheduled shift. However, Mr. Fernandez and other non-exempt employees were not compensated for this time due to Geo Reentry Services' timekeeping policies/practices, which fail to pay for all hours actually worked. Due to Geo Reentry Services' timekeeping policies/practices that fail to compensate for all hours worked, Mr. Fernandez and other non-exempt employees were not compensated for all required minimum and overtime wages.

Geo Reentry Services also failed to properly calculate Mr. Fernandez and other non-exempt 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 Mr. Fernandez and other non-exempt employees' regular rate (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). Geo Reentry Services failed to properly calculate Mr. Fernandez's and other non-exempt employees' regular rates of pay as a result of their receipt of Incentive Pay, thereby miscalculating and underpaying the overtime and/or double-time wages owed to them.

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

Geo Reentry Services have also failed to authorize and permit all required rest periods for Mr. Fernandez and other non-exempt employees. Specifically, Geo Reentry Services have often failed to authorize and permit a 10-minute rest period for every four hours worked or major fraction thereof due to work demands imposed by Geo Reentry Services. In addition, Mr. Fernandez and other non-exempt employees' rest periods were also frequently cut short due to work demands. Furthermore, Mr. Fernandez and other non-exempt employees were required to carry their radios during rest periods and were regularly interrupted with emergent work issues. On those occasions when Mr. Fernandez was not authorized and permitted all legally required rest periods to which he was entitled, Geo Reentry Services did not always compensate Mr. Fernandez with the required rest

period premium for each workday in which he experienced a rest period violation as mandated by Labor Code § 226.7.

Geo Reentry Services also failed to adequately reimburse Mr. Fernandez and other non-exempt employees for all reasonable and necessary work expenditures, including, but not limited to, use of personal cellular phone and personal vehicle for employment-related tasks. In addition, Mr. Fernandez and other non-exempt employees were required to purchase tools, such as steel toe boots, in the discharge of their work duties with Geo Reentry Services. However, Geo Reentry Services failed to reimburse Mr. Fernandez and other non-exempt employees for these business expenses.

As a result of Geo Reentry Services' failure to compensate Mr. Fernandez and other non-exempt employees for all minimum wages, overtime wages, and all meal and rest period premium wages, Geo Reentry Services maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. As a further result of Geo Reentry Services' failure to compensate Mr. Fernandez and other non-exempt employees for all minimum wages, overtime wages, and all meal and rest period premium wages, Geo Reentry Services failed to pay Mr. Fernandez and other non-exempt employees all wages owed at the time of their separation of employment with Geo Reentry Services.

#### Overtime Wage Violations

Geo Reentry Services was required to pay Mr. Fernandez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 4, § 3. According to Labor Code § 510(a), "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." This Section further provides, "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." As alleged above, Geo Reentry Services caused Mr. Fernandez and other aggrieved employees to work overtime hours but did not compensate Mr. Fernandez and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Mr. Fernandez and other aggrieved employees were not compensated for all overtime and double-time wages.

#### Minimum Wage Violations

Geo Reentry Services was required to pay Mr. Fernandez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 4, § 4. As alleged above, Geo Reentry Services failed to conform its pay practices to the requirements of the

law by failing to pay Mr. Fernandez and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Geo Reentry Services and/or suffered or permitted to work under the California Labor Code and Wage Order 4. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Fernandez and other aggrieved employees were deprived of all required minimum wages.

#### Meal Period Violations

As alleged above, Geo Reentry Services failed to provide Mr. Fernandez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As a result, Mr. Fernandez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

#### Rest Period Violations

As alleged above, Geo Reentry Services also failed to authorize and permit Mr. Fernandez and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. As a result, Mr. Fernandez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

#### Wage Statement Violations

Geo Reentry Services was required to furnish Mr. Fernandez and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 4, § 7. As a result of Geo Reentry Services’ failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Geo Reentry Services maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Fernandez and other aggrieved employees in violation of Labor Code § 226. Geo Reentry Services’ failure to comply with its wage statement

obligations was knowing and intentional, and Mr. Fernandez and other aggrieved employees have suffered injury as a result.

#### Waiting Time Penalties

Labor Code §§ 201-203 require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said employee's wages become due and payable no later than 72 hours upon said employee's last date of employment. Geo Reentry Services failed to timely pay Mr. Fernandez and other aggrieved employees all final wages due to them at the time of their separation, which includes, among other things, overtime and minimum wages, and meal and rest period premium wages. Further, as a matter of uniform policy and practice, Geo Reentry Services continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Geo Reentry Services' failure to pay all final wages was willful within the meaning of Labor Code § 203. Geo Reentry Services' willful failure to timely pay Mr. Fernandez and other aggrieved employees their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due.

#### Failure to Reimburse Employees for Necessary Business Expenditures

As alleged above, Geo Reentry Services failed to reimburse Mr. Fernandez and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones for business purposes. Geo Reentry Services' policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 4, § 9, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."). Mr. Fernandez and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

As an "aggrieved employee," Mr. Fernandez will initiate a civil action on behalf of herself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Fernandez's own investigation, and on information and belief, Geo Reentry Services committed and continues to commit the following Labor Code violations:

- a. Geo Reentry Services violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Mr. Fernandez and other aggrieved employees all overtime compensation earned;

- b. Geo Reentry Services violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Fernandez and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Geo Reentry Services violated Labor Code §§ 226.7, 512, and 558 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Fernandez and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Geo Reentry Services violated Labor Code §§ 226.2, 516, and 1198 by failing to authorize and permit Mr. Fernandez and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Fernandez and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Geo Reentry Services violated Labor Code § 226 by failing to furnish Mr. Fernandez and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Failing to timely pay all final wages due to Mr. Fernandez and other aggrieved employees, in violation of Labor Code §§ 201-203;
- g. Geo Reentry Services violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Fernandez and other aggrieved employees for all necessary expenditures incurred;
- h. Geo Reentry Services violated Labor Code § 204 by failing to pay Mr. Fernandez and other aggrieved employees all wages earned at least twice during each calendar month; and
- i. Geo Reentry Services violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Fernandez and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Geo Reentry Services if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,  
HAINES LAW GROUP, APC



Paul K. Haines

cc: Geo Reentry Services, LLC (via certified mail)