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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Alina Razo, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

UNLIMITED JURISDICTION

NEFERTITI GUNNS, on behalf of herself and all other aggrieved employees, and the general public,

Plaintiff,

v.

GEO SECURE SERVICES, LLC, a Florida Limited Liability Company; THE GEO GROUP, INC., a Florida Stock Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. CIVSB2627100

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

Plaintiff NEFERTITI GUNNS ("Plaintiff"), on behalf of herself and all other aggrieved employees, and the general public, complains and alleges as follows:

INTRODUCTION

1. Plaintiff brings this representative action against defendants GEO SECURE SERVICES, LLC, a Florida Limited Liability Company; THE GEO GROUP, INC., a Florida Stock Corporation; and DOES 1 through 50, inclusive, (collectively referred to as "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiff alleges that Defendants have

(1) failed to provide Plaintiff and all other similarly situated individuals with meal periods;

(2) failed to provide them with rest periods;

(3) failed to pay them premium wages for missed meal and/or rest periods;

(4) failed to pay them at least minimum wage for all hours worked;

(5) failed to pay them overtime wages at the correct rate;

(6) failed to reimburse them for all necessary business expenses; and

(7) failed to provide them with accurate written wage statements.

Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages, restitution, civil penalties, and related relief on behalf of herself and all others similarly situated, all other aggrieved employees, and the State of California.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction to hear this case because the unpaid wages, actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

3. Venue is proper in COUNTY OF SAN BERNARDINO pursuant to Code of Civil Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business, and/or has an agent therein.

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PARTIES

4. Plaintiff is and was, and at all relevant times mentioned herein, an individual residing in the State of California.

5. Plaintiff is informed and believes, and thereupon alleges, that Defendant GEO SECURE SERVICES, LLC is, and at all relevant times mentioned herein, a Florida Limited Liability Company doing business in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges, that Defendant THE GEO GROUP, INC. is, and at all relevant times mentioned herein, a Florida Stock Corporation doing business in the State of California.

7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some or all of the other defendants, and, in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other defendants.

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

9. Plaintiff has worked for Defendants as an hourly, non-exempt employee from approximately July 13, 2025, till Present.

Shortened Meal/Rest Periods

10. At all relevant times, Defendants required Plaintiff and the putative class members

to take their meal and rest periods in a designated break room located approximately five (5) to seven (7) minutes from their work area. As a result, Plaintiff and the putative class members were required to spend a substantial portion of their break time walking to and from the break room, thereby reducing the amount of time available to actually rest or take an uninterrupted meal period.

11. As a result of Defendants' policy and practice, Plaintiff and the putative class members were regularly denied compliant meal and rest periods. Specifically, they were not relieved of all duty for an uninterrupted meal period of at least thirty (30) minutes or an uninterrupted rest period of at least ten (10) minutes, as required by California law, because a significant portion of their break time was consumed by walking to and from the designated break area.

Missed Rest Periods

12. Plaintiff and the aggrieved employees are not provided with rest periods of at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing each work shift with not enough workers; (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (4) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods.

13. As a result of Defendants' policy, Plaintiff and the aggrieved employees are regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked due to complying with Defendants' productivity requirements that required Plaintiff and the aggrieved employees to work through their rest periods in order to complete their assignments on time.

Vacation Pay

14. Plaintiff and the putative class accrued vacation wages during their employment with Defendants.

15. Vacation wages are considered a form of wages under Labor Code § 200. Vested vacation pay and other similar forms of paid time off earned based on labor performed are

considered wages that cannot be subject to forfeiture without compensation for forfeited days at the applicable rates required by law.

16. At all relevant times, Defendants maintained policies that provide for the unlawful forfeiture of vested vacation pay in violation of Labor Code § 227.3 and *Suastez v. Plastic Dress-Up Co.*, (1982) 31 Cal. 3d 774.

17. Plaintiff and the putative class are entitled to vacation accrued during their employment with Defendants. Upon termination, Plaintiff and the putative class were not paid all accrued vacation pay.

Expense Reimbursement

18. Plaintiff and the putative class members were required to utilize their own personal vehicles and purchase and wear protective work boots in order to perform their job duties.

19. Plaintiff and the putative class members were required to drive their personal vehicles to other facilities during work hours to undergo mandatory drug testing. Defendants did not reimburse them for the mileage or other expenses incurred in using their personal vehicles for these business-related trips.

20. Defendants also required Plaintiff and the putative class members to purchase and wear protective work boots as a condition of their employment but failed to reimburse them for the cost of those required items.

21. As a result, Defendants failed to reimburse Plaintiff and the putative class for such necessary business expenses incurred by them.

Wage Statements

22. Plaintiff and the aggrieved employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code § 226.

23. Defendants failed to comply with Labor Code 0167 226(a)(1) as "gross wages earned" were not accurately reflected in that all hours worked, including overtime and "off-the-clock" work were not included.

24. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked by the employee" were not accurately reflected in that all hours worked, including overtime

and "off-the-clock" work were not included.

25. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned" were not accurately reflected in that all hours worked, including overtime and "off-the-clock" work were not included.

26. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee" were not accurately reflected in that all hours worked, including overtime and "off-the-clock" work were not included.

FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq.*)

27. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

28. During the applicable limitations period, Defendants have violated Labor Code §§ 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

29. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

30. Plaintiff, a former employee against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, is an aggrieved employee within the meaning of Labor Code § 2699(c).

31. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to investigate.

32. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil penalties for Defendants' violations of Labor Code §§ 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198 and 2802:

i. For violations of Labor Code §§ 212, 226.7, 227.3, 1194, 1198 and 2802, one hundred dollars ($100) for each employee per pay period for each initial violation and two hundred dollars ($200) for each employee per pay period for each subsequent violation (penalties set by Labor Code § 2699(f)(2));

ii. For violations of Labor Code § 204, one hundred dollars ($100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars ($200) for each employee, plus 25% of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars ($200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 210);

iii. For violations of Labor Code § 223, one hundred dollars ($100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars ($200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars ($200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);

iv. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars ($250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars ($1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

v. For violation of Labor Code §§ 510 and 512, fifty dollars ($50) for each

employee for each initial pay period for which the employee was underpaid, and one hundred dollars ($100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vi. For violations of Labor Code § 1197, one hundred dollars ($100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars ($250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

vii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all other current and former non-exempt employees, and the general public, prays for relief and judgment against Defendants as follows:

(1) Declaratory relief;

(2) Pre-judgment interest;

(3) Civil penalties;

(4) Costs of suit;

(5) Reasonable attorneys' fees; and

(6) Such other relief as the Court deems just and proper.

Dated: September 15, 2026

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NEFERTITI GUNNS