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Superior Court of CA,
County of Santa Clara
24CV444039
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

24CV444039

JUAN PASILLAS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

THE GEO GROUP, INC. d.b.a. GEO
CALIFORNIA, INC., a Florida corporation;
GEO SECURE SERVICES, LLC, a Florida
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. _____

**REPRESENTATIVE ACTION
COMPLAINT:**

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

UNLIMITED CIVIL CASE

1 Plaintiff Juan Pasillas (“Plaintiff”), on behalf of himself and all other aggrieved
2 employees, hereby brings this Representative Action Complaint against Defendants The Geo
3 Group, Inc. d.b.a. Geo California, Inc., a Florida Corporation; Geo Secure Services, LLC, a
4 Florida limited liability company; and DOES 1 to 100, inclusive (collectively “Defendants”), and
5 on information and belief alleges as follows:

6 **JURISDICTION**

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

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

15 **VENUE**

16 3. Venue is proper in this judicial district pursuant to California Code of Civil
17 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
18 occurred in Santa Clara County. Defendants own, maintain offices, transact business, have an
19 agent or agents within Santa Clara County, and/or otherwise are found within Santa Clara
20 County, and Defendants are within the jurisdiction of this Court for purposes of service of
21 process.

22 4. Venue is further proper in Santa Clara County because Defendants are a foreign
23 corporation with a principal place of business in Florida, and have not filed a statement with the
24 California Secretary of State designating a principal office in California. As such, venue is proper
25 in any county in the state of California. *See Easton v. Sup. Ct.*, (1970) 12 Cal.App.3d 243, 246-
26 47 (“[Defendant’s] status is that of a foreign corporation only. As such, it may be sued in any
27 county in the state.”).

28 ///

PARTIES

5. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident. During the one year immediately preceding Plaintiff's giving of the required notice under the PAGA, and within the statute of limitations periods applicable to the cause of action pled herein, Plaintiff was employed by Defendants as an hourly non-exempt employee.

6. Plaintiff is informed and believes, and based thereon alleges, that during the one year preceding Plaintiff's giving of the required notice under the PAGA and continuing to the present, Defendants did (and do) business by operating private prisons throughout California, and employed aggrieved employees within the County of Santa Clara and, therefore, were (and are) doing business in the County of Santa Clara and the State of California.

7. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants were licensed to do business in California and the County of Santa Clara, and were the employers of Plaintiff and the aggrieved employees (as defined in Paragraph 12).

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

9. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and the aggrieved employees (as defined in Paragraph 12).

10. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the

1 Defendants, and each of them, were the agents, servants, and employees of each and every one
2 of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
3 were acting within the course and scope of said agency and employment. Defendants, and each
4 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
5 omissions complained of herein.

6 11. At all times mentioned herein, Defendants, and each of them, were members of
7 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
8 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
9 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
10 aggrieved employees (as defined in Paragraph 12).

11 **REPRESENTATIVE ACTION ALLEGATIONS**

12 12. Defendants have employed Plaintiff in the non-exempt job position of prison
13 guard and/or detentions officer since April 2022 at its location in El Centro, California. As a
14 correctional officer, Plaintiff's primary job duties consist of maintaining order between the
15 inmates and other staff. Plaintiff typically works Thursday through Monday from 11:00 p.m. to
16 7:30 a.m. but has been scheduled to work as long as 12 hours per day on a number of occasions.
17 The "aggrieved employees" whom Plaintiff seeks to represent are all current and former non-
18 exempt employees of Defendants who performed work for Defendants in the State of California
19 during the one year immediately preceding the date of Plaintiff's letter to the LWDA through
20 the present.

21 13. During Plaintiff's employment with Defendants, Defendants failed to pay
22 Plaintiff and other aggrieved employees for all hours worked as a result of its policy and practice
23 of requiring its non-exempt employees to undergo security checks off-the-clock. Specifically,
24 prior to entering the facility, Defendants required Plaintiff and other aggrieved employees to go
25 through a metal detector. Only once the employees cleared the metal detector could they enter
26 the facility and clock in for their shift. As a result of Defendants' failure to compensate for time
27 spent undergoing security checks, Defendants failed to compensate Plaintiff and other aggrieved
28 employees all wages owed, including minimum wages and overtimes wages.

1 14. Defendants further failed to provide Plaintiff and other aggrieved employees with
2 all legally compliant meal periods due to Defendants' meal period policies/practices.
3 Specifically, during the first two years of Plaintiff's employment with Defendants, Defendants
4 failed to provide Plaintiff and other aggrieved employees off-duty meal periods as Defendants
5 required Plaintiff and other correctional officers to keep their radio on during breaks. Defendants
6 further failed to relinquish all control over Plaintiff and other aggrieved employees during their
7 meal periods as Defendants required Plaintiff and other aggrieved employees to use some of their
8 meal period undergoing a security check whenever they wanted to leave the premises for their
9 meal period. Additionally, even if Plaintiff and other aggrieved employees did not leave the
10 premises for their meal period, Defendants further failed to provide Plaintiff and other aggrieved
11 employees a "net" 30 minutes for their meal periods as Defendants required Plaintiff and other
12 aggrieved employees to be back in their work area ready to work promptly when their 30-minutes
13 was up. Accordingly, Plaintiff and other aggrieved employees were not able to take a meal period
14 of at least 30 minutes in an area suitable for rest as they necessarily had to use some of their 30
15 minutes walking back to their work area.

16 15. Moreover, Defendants meal period policies/practices were unlawful as
17 Defendants failed to provide Plaintiff and other aggrieved employees with a second meal period
18 when they worked a shift in excess of 10.0 hours. On those occasions when Plaintiff and other
19 aggrieved employees were not provided with all legally compliant meal periods to which they
20 were entitled, Defendants failed to compensate Plaintiff and other aggrieved employees with the
21 required meal period premium(s) for each workday in which they experienced a meal period
22 violation as mandated by Labor Code § 226.7. Additionally, upon information and belief, on
23 those occasions when Defendants did pay its employees a meal period premium, Defendants
24 failed to pay Plaintiff and other aggrieved employees their meal period premium at the correct
25 rate of pay due to their failure to include health and wellness payments in their calculation of the
26 regular rate of compensation for the purposes of meal period premiums.

27 16. Defendants have also failed to authorize and permit all required rest periods for
28 Plaintiff and other aggrieved employees as Defendants' rest period policies/practices failed to

1 authorize and permit employees to take an off-duty rest period of at least 10 minutes for every
2 four hours worked, or major fraction thereof. Specifically, during the first two years of Plaintiff's
3 employment, Plaintiff was prevented from taking off-duty rest periods due to Defendants
4 requirement that Plaintiff keep his radio on during rest periods. Additionally, Defendants failed
5 to provide off-duty rest periods of at least 10-minutes as Defendants required Plaintiff and other
6 aggrieved employees to undergo security checks off the clock during their rest periods. Lastly,
7 Defendants failed to authorize and permit a full ten minutes of "net rest" in an area appropriate
8 for rest away from the workstation during rest periods as Defendants required Plaintiff and other
9 aggrieved employees to be back at their work area ready to work by the time the ten minutes
10 were up. Accordingly, Plaintiff had to use some of his rest period walking back to and from an
11 area suitable for rest.

12 17. Despite failing to authorize and permit Plaintiff and other aggrieved employees
13 to take all rest periods to which they are entitled, upon information and belief, during at least a
14 portion of the relevant time period, Defendants maintained no mechanism for the payment of
15 rest period premium payments as required by Labor Code § 226.7 and did not always pay
16 Plaintiff or other non-exempt employees any rest period premiums at the correct rate of
17 compensation when they experienced a rest period violation.

18 18. Defendants have also failed to reimburse Plaintiff and other aggrieved employees
19 for all necessary business expenses. Specifically, Defendants required Plaintiff and other
20 aggrieved employees to purchase a duty belt. However, Defendants failed to reimburse Plaintiff
21 and other aggrieved employees for the costs associated with the duty belt. As a result, Defendants
22 have failed to reimburse Plaintiff and other aggrieved employees for expenses incurred in the
23 course of their employment.

24 19. Upon information and belief, Defendants have also failed to pay Plaintiff and
25 other aggrieved employees their sick time at the correct rate in violation of Labor Code §
26 245.5(e), § 246(l) and § 248.6(b)(3)(A), which require "paid sick days" to be "calculated in the
27 same manner as the regular rate of pay for the workweek in which the employee uses paid sick
28 time, whether or not the employee actually works overtime in that workweek" or "by dividing

1 the employee's total wages, not including overtime premium pay, by the employee's total hours
2 worked in the full pay periods of the prior 90 days of employment." However, Defendants failed
3 to properly provide and/or properly compensate all wages owed to Plaintiff and other aggrieved
4 employees because it had a uniform policy or practice of paying paid sick time at the employee's
5 base rate of pay without including health and wellness payments and/or other forms of pay that
6 cannot be excluded from the regular rate of pay for the purposes of paid sick pay under Labor
7 Code §§ 245.5(e) and 246(l).

8 20. As a result of Defendants' failure to compensate Plaintiff and other aggrieved
9 employees for all minimum wages, all overtime wages, all meal and rest period premium wages,
10 and all sick time at the correct rate, Defendants maintained inaccurate payroll records and failed
11 to issue accurate, compliant, itemized wage statements.

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

15 **FIRST CAUSE OF ACTION**

16 **PRIVATE ATTORNEYS GENERAL ACT**

17 **(AGAINST ALL DEFENDANTS)**

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

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

- a. Failing to provide all legally required meal periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- b. Failing to authorize and permit all legally required rest periods, or to pay premium pay in lieu thereof, to Plaintiff and other aggrieved employees at the regular rate of pay in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- c. Failing to pay minimum wages for all hours worked to Plaintiff and other aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- d. Failing to pay Plaintiff and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- e. Failing to pay Plaintiff and other aggrieved employees sick pay at the employee's regular rate of pay in violation of Labor Code §§ 245 *et seq.*, 246, 1194, 1194.2, and 1197;
- f. Failing to reimburse Plaintiff and other aggrieved employees for all necessary expenditures incurred in violation of Labor Code §§ 2802 and 2804;
- g. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226; and
- h. Failing to timely pay all final wages due to other aggrieved employees in violation of Labor Code §§ 201, 202, and 203.

24. On or about May 23, 2024, Plaintiff notified Defendants The Geo Group, Inc. d.b.a. Geo California, Inc., a Florida Corporation; Geo Secure Services, LLC, a Florida limited

liability company, 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 23 (a)-(h). 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.

25. 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 23 (a)-(h);

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: July 29, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

By:



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