

2. GEO improperly classifies numerous employees as salaried exempt, including, but not limited to, the job classifications of Lieutenant within its security division, and instructor within its programs and support division. These employees do not qualify as exempt under any statutory exemption to the FLSA and, thus, are entitled to compensation for overtime. These employees worked in excess of the maximum number of hours a week without being paid the statutorily required overtime rate. Other GEO employees are hourly; however, GEO routinely requires its hourly employees to work “off the clock” either by refusing to let them clock in when they arrive to work or by failing to compensate them for all time worked by employing a system of rounding their hours for payroll purposes. GEO also fails to keep accurate records of time worked. These hourly “non-exempt” employees have similarly not been paid for overtime worked in violation of the FLSA.

JURISDICTION AND VENUE

3. The FLSA authorizes claims by private parties to recover damages for violation of FLSA’s wage and hour provisions. Jurisdiction is based upon 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

4. Pursuant to 28 U.S.C. § 1391(b) and (c), venue in this district is proper because GEO conducts business in this district including contracting with the State of Oklahoma; with employees who are Oklahoma residents; and, with vendors located in this district.

PARTIES

5. Plaintiff Lewis is a resident of Comanche County, Oklahoma, who has been employed at GEO's Lawton Correctional Center since approximately June 1998. Lewis is a security guard, whose current job title is Lieutenant, a position he has held since February or March 2005. GEO classifies Lewis, a Lieutenant, as a salary exempt employee. Upon information and belief, GEO classifies all Lieutenants as exempt under the professional exemption. Regardless of which exemption GEO purports to apply to Lieutenants, no exemption should apply. Prior to being promoted by GEO, Lewis was employed as a Sergeant, a classification in which he was paid on a salary exempt basis, then later on an hourly non-exempt basis. Upon information and belief, GEO wrongly classified Sergeants as exempt under the FLSA and subsequently changed its policy prior to the instant class period. Lewis's consent to become a party Plaintiff is attached hereto as Exhibit "1".

6. Plaintiff Brown is a resident of Kiowa County, Oklahoma, who was employed at GEO's Lawton Correctional Center from approximately May 2005 until May 2006. As an Instructor, Brown was classified by GEO as a salary exempt employee. Brown's consent to become a Plaintiff is attached hereto as Exhibit 2.

7. Plaintiff Moreno-Monroe is a resident of Yoakum County, Texas, who was employed by GEO at the Lea County Correctional Facility in Hobbs, New Mexico from June 2004 until November 2008. Moreno-Monroe was initially

employed as a Therapeutic Counselor and, as such, GEO classified her as a salary exempt employee. Moreno-Monroe's position was subsequently changed to a Case Manager, a position which GEO initially classified as salary exempt. During her tenure as a Case Manager, GEO changed the classification of Case Managers to hourly non-exempt. Upon information and belief, GEO wrongly classified its Case Managers as exempt either prior to or during the instant class period. Moreno-Monroe's consent to become a Plaintiff is attached hereto as Exhibit 3.

8. Defendant GEO is a Florida Corporation with its principal place of business located at 621 NW 53rd Street, Suite 700, Boca Raton, Florida 33487. GEO does business worldwide and in the State of Oklahoma.

FACTUAL ALLEGATIONS

9. GEO is a publicly held company (NYSE:GEO) that describes itself as a world leader in providing diversified services to government agencies around the globe. GEO designs, constructs, finances, and manages jails, state and federal prisons, special-purpose institutions, and immigrant detention centers. The Company operates approximately 59 correctional facilities worldwide, including at least 52 facilities in North America. GEO facilities are located in Washington, California, Arizona, New Mexico, Colorado, Texas, Louisiana, Mississippi, Florida, Illinois, Indiana, North Carolina, Virginia, Pennsylvania, New York, Connecticut, Maine, and Oklahoma. Upon information and belief, GEO has over 14,000 employees.

10. Upon information and belief, GEO has a security division and a programs and support division at each of its facilities nationwide. Security personnel are identified by various titles, including Correctional Officer, Sergeant, Lieutenant, and Captain. Each Correctional Officer reports to a Sergeant; each Sergeant reports to a Lieutenant; and each Lieutenant reports to a Captain in their respective facility. Upon information and belief, GEO treats all security personnel at the rank of Lieutenant and higher as “exempt” under the FLSA and, therefore, not entitled to overtime compensation. All security personnel at a lower rank, including Sergeants and Correctional Officers, are “non-exempt” under the FLSA, thus entitling them to overtime compensation. Upon information and belief, GEO previously classified Sergeants as “exempt,” precluding them from being paid overtime compensation. GEO subsequently changed that policy and classified Sergeants as “non-exempt.”

11. Likewise, GEO employs various personnel in its programs and support division, including case managers, case workers, and instructors. The manner in which each job within the programs and support division is currently classified is unknown. However, upon information and belief, most all employees in this division are hourly non-exempt. Upon further information and belief, GEO previously classified some of the programs and support division employees, including case managers, case workers and therapeutic counselors, as salary exempt, but later changed their classification to hourly non-exempt. Upon information and belief, GEO made these changes because it determined that

these employees did not meet the specified statutory exemptions set forth in the FLSA.

12. While GEO does employ some part time employees, the vast majority of its security and programs and support divisions' employees are full time employees who are scheduled to work a 40 hour work week. While GEO's policy provides that all salaried employees should accomplish their work in the assigned 40 hour work week, the Company routinely requires all such employees to work overtime. Plaintiffs Lewis, Brown, and Moreno-Monroe, and other similarly situated exempt employees, regularly worked in excess of 40 hours per week without receiving any overtime compensation. GEO is aware that employees from the security and programs and support divisions must work in excess of 40 hours per week to complete required tasks.

13. Likewise, hourly non-exempt employees in both the security and programs and support divisions, including Plaintiff Moreno-Monroe, also routinely worked in excess of 40 hours per week without receiving all overtime compensation to which they were due.

14. Plaintiffs and others in the proposed class are provided with scheduled shifts. The Company's written policy does not allow hourly, non-exempt employees to arrive earlier than their scheduled shift start time. However, in actuality, employees are reprimanded if they fail to arrive early. Indeed, "exempt" Lieutenants such as Lewis are regularly required to come to work at least 30 to 45 minutes prior to the start of their respective shifts in order

to set up and prepare for the day. GEO fails to compensate its employees, both those which it classifies as non-exempt, as well as those misclassified as exempt, for the time worked to prepare for their shift.

15. In addition to the foregoing, GEO also does not pay its employees for integral, required, and indispensable job duties that are necessary for their principal activity of providing security and correctional programming to inmates housed at its nationwide facilities. Among other things, security division and programs and support division employees are required to complete necessary paperwork and attend mandatory meetings, some of which occur prior to stated shift start times. GEO does not compensate these employees for time spent attending the mandatory meetings and completing necessary paperwork.

16. Furthermore, Plaintiffs and others who are similarly situated are not provided with a lunch hour and no breaks are recognized. GEO encourages its employees to eat "on the go". Indeed, its policy handbook recognizes that the working day for employees includes only 30 minutes for lunch. Often, such employees are expected to forego lunch altogether. Yet, upon information and belief, GEO nonetheless fails to compensate Plaintiffs and similarly situated employees for the hours worked through lunch. GEO is aware of this problem, yet has failed to correct it and pay proper wages in accordance with the FLSA.

17. GEO employs a program known as Kronos to calculate and keep track of time worked by all employees. However, GEO intentionally prohibits access to Kronos prior to each employee's shift, thereby denying employees the

ability to clock in at the actual arrival time. GEO also programs Kronos to round time entries to the nearest quarter hour, which results in an intentional undercounting of time worked. For hourly non-exempt employees, this results in willful underpayment of wages and overtime compensation. Upon information and belief, GEO prevents employees from using the Kronos system when they work on days other than their scheduled shift, which is often required. Upon information and belief, on those days, employees have to fill out a missed clock-in sheet, which are frequently lost or not processed, and GEO then fails to compensate for that time, which typically qualifies as overtime.

18. Despite its knowledge of the foregoing problems, GEO relies upon the incomplete and inaccurate Kronos time records as the “official record of time worked.” Also, pursuant to Company policy, some salary exempt employees are prohibited from clocking out. Clearly, if employees cannot clock out, GEO is aware that the so-called official record is abbreviated to intentionally avoid payment of overtime. Indeed, GEO advises in this policy manual that employees who continually report overtime will be subject to disciplinary action for “repeat violations.”

19. The effect of GEO’s policies and practices is that it willfully fails to pay overtime compensation to its employees in the security and programs and support divisions, including Lieutenants, Case Managers, Case Workers, and Instructors. With regard to hourly non-exempt employees, GEO willfully fails to keep accurate time records to reduce payroll costs. It willfully misclassifies other

employees as salary exempt, including Lieutenants and Instructors, although such employees do not qualify for exemption under the FLSA. As such, GEO enjoys ill-gained profits at the expense of its security guards and facility employees.

COLLECTIVE CLASS ALLEGATIONS

20. Plaintiffs bring Count I, the FLSA claim, as an “opt-in” collective action pursuant to 29 U.S.C. § 216(b), for the following proposed groups:

- a. All Lieutenants who worked at GEO’s correctional facilities at any time from August 22, 2005 to the present;
- b. All instructors who worked at GEO’s correctional facilities at any time from August 22, 2005 to the present;
- c. All case managers and case workers who worked at GEO’s correctional facilities at any time from August 22, 2005 to the present

21. The claims presented herein do not purport to seek recovery on behalf of individuals currently or formerly employed by GEO in the following job descriptions: ACA/Training Sergeant; Armory Sergeant; Armory/Locksmith Officer; Asst. Shift Supervisor; Asst. Shift Supervisor, Intake; Asst. Shift Supervisor, SEG-12; Asst. Shift Supervisor-12 Hr.; Asst. Shift Supv.; Bailiff; Barber (CO); Cert. Officer; Commissary Officer; Corporal; Corporal (CO 12 Hr.); Corporal (CO 8 Hr.); Correctional Officer; Correctional Officer (G); Correctional Officer Act 235; Correctional Officer, Food; Correctional Officer, Maint.; Correctional Officer 12 Hr.; Correctional Officer 12 Hr. (G); Corrections Officer; Corrections Officer, Maint.; Corrections Officer 12 Hr.; Corrections Officer Rec.

12 Hr.; Court Security Officer; Custody Officer; Detention Officer; Detention Officer, Class; Detention Officer, FS; Detention Officer, LD Class; Detention Officer, Programs; Field Training Officer; Food Service Officer; Food Services Officer; Housing Sergeant; Housing Sergeant 12 Hr.; Housing Supervisor; Housing Supervisor Sergeant; Housing/Escort Officer; Housing/Escort Officer 12 Hr.; Intake Officer; Intake/Release Officer; Investigation Officer; K-9 Officer; Laundry Officer; Law Library Supervisor; Locksmith/Armory Officer; Maintenance Officer; P/T Corporal; P/T Correctional Officer; P/T Corrections Officer; P/T Detention Officer; P/T Housing/Escort Officer; P/T Sergeant (CO); Receiving & Discharge Officer; Recreation Officer; Resident Supervisor; Sanitation Officer; Sergeant; Sergeant (CO); Sergeant (G); Sergeant (Non Supervisory); Sergeant (Supervisory); Sergeant (CO) 12 Hr.; Sergeant, K-9; Sergeant 12 Hr.; Sergeant 12 Hr. (G); Shift Sergeant; Shift Supervisor (NE); Supply Officer; TEA - New; TEA-Test Pending; TEA-Facility; TEA-New; Training Sergeant; Transportation Officer; and Verification Officer BSO.

22. The FLSA claim may be pursued by those who opt-in to this case, pursuant to 29 U.S.C. § 216(b).

23. Plaintiffs, individually and on behalf of other similarly situated employees, seek relief on a collective basis challenging, among other FLSA violations, the following practices of GEO: failing to accurately record all hours worked; failing to pay employees for all hours worked, including overtime compensation; misclassifying employees as “exempt” under FLSA. The number

and identity of other plaintiffs yet to opt-in and consent to be party plaintiff may be determined from the records of GEO, and the potential class members may easily and quickly be notified of the pendency of this action.

COUNT I

Violation of the Fair Labor Standards Act of 1938

**(Brought Against GEO by Plaintiffs Individually and
On Behalf Of all Others Similarly Situated)**

24. Plaintiffs incorporate all the foregoing allegations set forth in this Third Amended Complaint herein.

25. At all times material herein, Plaintiffs have been entitled to the rights, protections, and benefits provided under the FLSA, 29 U.S.C. §§ 201, *et. seq.*

26. The FLSA regulates, among other things, the payment of wages, including overtime, by employers whose employees are engaged in interstate commerce, or engaged in the production of goods for commerce, or employed in an enterprise engaged in commerce or in the production of goods for commerce. 29 U.S.C. § 207(a)(1) (West, and through Westlaw 2008).

27. GEO is subject to the overtime pay requirements of the FLSA because it is an enterprise engaged in interstate commerce and its employees are engaged in commerce.

28. GEO violated the FLSA by failing to pay all wages due and overtime. In the course of perpetrating these unlawful practices, GEO has also willfully failed to keep accurate records of all hours worked by its employees. GEO fails

to pay all overtime wages due to its hourly employees classified as non-exempt under the FLSA.

29. GEO also willfully misclassified certain employees, such as Plaintiffs Lewis, Brown, and Moreno-Monroe as “exempt.” Section 13 of the FLSA, codified at 29 U.S.C. § 213, exempts certain categories of employees from overtime pay obligations. None of the exemptions set forth at 29 U.S.C. § 213 apply to Plaintiffs or other similarly situated employees of the security and programs and support divisions of GEO. Defendant misclassifies and has misclassified several positions as exempt under the FLSA. For example, GEO currently misclassifies Lieutenants. Upon information and belief, GEO misclassifies or previously misclassified Instructors as exempt. GEO previously misclassified Sergeants, Case Managers, Case Workers, and Counselors as exempt.

30. Plaintiffs and all similarly situated current and former GEO employees are victims of a uniform and facility-wide classification and compensation policy. This uniform policy, in violation of the FLSA, is and has been applied to all employees of the security and programs and support divisions at GEO’s Lawton Correctional Facility and other facilities nationwide. Upon information and belief, GEO is applying the same unlawful classification and compensation policy to the employees of the security and programs and support divisions of its other correctional facilities within the United States.

31. Plaintiffs and all similarly situated employees are entitled to damages equal to the mandated overtime premium pay preceding the filing of the original Complaint, from August 22, 2005, plus periods of equitable tolling, because GEO acted willfully and knew, or showed reckless disregard of whether its conduct was prohibited by the FLSA. Alternatively, should the Court find GEO did not act willfully in failing to pay all wages due and overtime, Plaintiffs and all similarly situated employees are entitled to damages equal to the mandated overtime premium pay preceding the filing of the original Complaint from August 22, 2006.

32. GEO has acted neither in good faith nor with reasonable grounds to believe that its actions and omissions were not a violation of the FLSA, and as a result thereof, Plaintiffs and other similarly situated employees are entitled to recover an award of liquidated damages in an amount equal to the amount of unpaid overtime pay described pursuant to Section 16 of the FLSA, codified at 29 U.S.C. § 216(b). Plaintiffs and all similarly situated employees are also entitled to an award of prejudgment interest at the applicable legal rate.

33. As a result of the aforesaid willful violations of the FLSA's overtime pay provisions, overtime compensation has been unlawfully withheld by GEO from Plaintiffs and all other similarly situated employees. Accordingly, GEO is liable pursuant to 29 U.S.C. § 216(b) together with an additional amount as liquidated damages, prejudgment interest and post judgment interest, reasonable attorneys' fees, and costs of this action.

REQUEST FOR RELIEF

Wherefore, as a result of the unlawful conduct and actions of the Defendant herein alleged, Plaintiffs, individually and on behalf of all others similarly situated, demand judgment:

- a) Declaring this action a collective action for all claims brought under the FLSA and certifying the classes as presented herein;
- b) Declaring GEO willfully violated the FLSA;
- c) Actual and liquidated damages as allowed by the FLSA;
- d) Prejudgment and postjudgment interest as provided by law;
- e) Reasonable attorneys' fees, costs, and expenses; and
- f) Such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby request a jury trial of all issues triable by a jury.

Dated: April 30, 2009

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of April, 2009, a copy of the foregoing pleading was filed electronically with the Clerk of Court to be served by operation of the court's electronic filing system to all counsel of record.

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