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FILED
KERN COUNTY SUPERIOR COURT
06/18/2025
BY Evans, Gricelda
DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

BRENNA SHATSWELL, as an individual and on
behalf of all others similarly situated, and as a
private attorney general.

Plaintiff,

vs.

SENIOR DOC MANAGEMENT, LLC, a
California limited liability company; GEISS MED
MANAGEMENT, LLC, a California limited
liability company; J.M. GEISS, D.O., APC, a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. BCV-25-100270

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

- (1) Unpaid Overtime
(Lab. Code § 510, 1198);**
- (2) Unpaid Sick Pay Wages
(Lab. Code §§ 201-204, 233, 246);**
- (3) Unpaid Wages
(Lab. Code §§ 201-204);**
- (4) Inaccurate Itemized Wage Statements
(Lab. Code § 226(a));**
- (5) Unreimbursed Business Expenses
(Lab. Code § 2802);**
- (6) Unfair or Unlawful Business Practices
(Bus. & Prof. Code §§ 17200 et seq.); and**
- (7) Violations of the California Labor Code
(Lab. Code §§ 2698 et seq.)**

DEMAND OVER \$25,000.00

1 On behalf of herself and other similarly situated current and former employees of Defendants,
2 and as a proxy for the State of California, Plaintiff, Brenna Shatswell, submits this First Amended Class
3 and Representative Action Complaint (the “Complaint”) against Defendants Senior Doc Management,
4 LLC, Geiss Med Management, LLC, J.M. Geiss, D.O., APC, and Does 1 through 50 (collectively,
5 “Defendants”).

6 INTRODUCTION

7 1. This class and representative action challenges systemic employment practices resulting
8 in violations of the California Labor Code against individuals who worked for Defendants. Plaintiff is
9 informed and believes that Defendants have jointly and severally acted intentionally and with deliberate
10 indifference and conscious disregard to the rights of employees by failing to pay all overtime wages,
11 failing to pay all sick pay wages, failing to pay holiday wages, failing to timely pay all wages during
12 employment or upon termination of employment, failing to provide complete and accurate itemized
13 wage statements, and failing to reimburse business expenses. The Complaint seeks damages, penalties,
14 and other relief pursuant to, among other provisions, Labor Code sections 201-204, 210, 218, 218.5,
15 218.6, 226, 226.3, 233, 246, 510, 558, 1194, 1198, 2802, and 2698 et seq. and the Unfair Competition
16 Law, codified at Business and Professions Code sections 17200 et seq. (the “UCL”).¹

17 2. Plaintiff and other exempt-classified nurse practitioners regularly work more than 8.0
18 hours in a day or more than 40.0 hours in a week. Defendants, however, classify Plaintiff and other
19 nurse practitioners as exempt from overtime and fail to pay them for any of their overtime hours
20 worked. Defendants also fail to pay sick pay wages at the regular rate of pay. Rather than pay sick pay
21 wages at the regular rate of pay, Defendants underpay sick pay wages to Plaintiff and other employees
22 at rates that are lower than their base rates of pay. Defendants also fail to pay other wages to Plaintiff
23 and other employees. Specifically, Defendants promise Plaintiff and other employees that they will be
24 paid holiday wages. Defendants, however, fail to pay the holiday wages as promised.

25 3. Because Plaintiff and other exempt-classified nurse practitioners are not paid all due
26 overtime, sick pay wages, and holiday wages, Defendants routinely fail to timely pay Plaintiff and other
27 exempt-classified nurse practitioners all wages during employment or upon separation of employment.

28

¹ Except as otherwise noted, all “Section” references are to the Labor Code.

Moreover, Defendants also routinely fail to furnish wage statements that accurately show and itemize the total hours worked, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, gross wages earned, and net wages earned.

4. Defendants routinely fail to reimburse Plaintiff and other employees for necessary business expenses incurred in performing their work for Defendants. Specifically, although Plaintiff and other employees were required to use their personal vehicles to perform their job duties, Defendants did not sufficiently reimburse Plaintiff and other employees for their mileage expenses.

5. Plaintiff is informed and believes that Defendants have engaged in, among other things, a system of willful violations of the Labor Code by creating and maintaining policies, practices, and customs that knowingly deny its employees the above stated rights and benefits.

6. The policies, practices, and customs of Defendants result in unjust enrichment of Defendants and an unfair business advantage over businesses that comply with the Labor Code.

JURISDICTION AND VENUE

7. The Complaint seeks relief exceeding \$25,000.00. The Court has jurisdiction of Defendants' violations of Sections 201-204, 226, 233, 246, 510, 1198, and 2802, and the UCL.

8. Venue is proper in the County of Kern. Plaintiff worked for Defendants in Bakersfield, California.

PARTIES

9. In June of 2023 Plaintiff began working for Defendants as a nurse practitioner and worked in California for Defendants for 30 or more days within a year. Until her employment ended in November of 2024, Plaintiff was misclassified as an exempt employee. When Plaintiff worked more than 8.0 hours in a day or more than 40.0 hours in a week, Defendants failed to pay Plaintiff for any of her overtime hours worked. Plaintiff also was paid sick pay wages at rates that were lower than her base rate of pay. Plaintiff also was contractually promised to be paid holiday wages but was never paid the holiday wages as promised. As a result, Plaintiff was not timely paid all due wages during employment or upon separation of employment and also was not provided with accurate itemized wage statements. Plaintiff also was not sufficiently reimbursed for her mileage expenses. Plaintiff thus is a victim of the

1 policies, practices, and customs of Defendants complained of in this action in ways that have deprived
2 his of the rights guaranteed by the Labor Code and the UCL.

3 10. Plaintiff is informed and believes that Senior Doc Management, LLC was and is a
4 California limited liability company. Plaintiff is informed and believes that Geiss Med Management,
5 LLC was and is a California limited liability company. Plaintiff is informed and believes that J.M.
6 Geiss, D.O., APC was and is a California corporation. Plaintiff is informed and believes that at all times
7 herein mentioned named defendants and Does 1 through 50, were and are corporations, business
8 entities, individuals, or partnerships that are and were licensed to do business and actually doing
9 business in the State of California. Based upon all the facts and circumstances incident to Defendants'
10 business, Defendants are subject to Sections 201-204, 226, 233, 246, 510, 1198, and 2802, and the
11 UCL.

12 11. Plaintiff does not know the true names or capacities of the defendants sued herein as
13 Does 1 through 50, whether individual, partner, or corporate, and for that reason, said defendants are
14 sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true names
15 and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was
16 responsible in some way for the matters alleged herein and proximately caused the illegal employment
17 practices, wrongs, and injuries complained of herein.

18 12. At all times mentioned herein, each of said Defendants participated in the doing of the
19 acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of
20 the other Defendants, as well as the agents of all Defendants, and were acting within the course and
21 scope of said agency and employment.

22 13. Plaintiff is informed and believes that at all times material hereto, each of said
23 Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with,
24 each of the other Defendants and was acting within the course and scope of such agency, employment,
25 joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by
26 certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or
27 omissions of the acting Defendants.

14. Plaintiff is informed and believes that at all times material hereto each of the Defendants (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in pursuance of, a joint venture, partnership, or common enterprise.

CLASS ACTION ALLEGATIONS

15. **Definition:** Pursuant to Code of Civil Procedure section 382, Plaintiff seeks class certification of the following class and subclasses: (i) all current and former exempt-classified nurse practitioners of Defendants in the State of California since January 24, 2021 (the “Class”); (ii) all current and former exempt-classified nurse practitioners of Defendants in the State of California since January 24, 2021, who were paid sick pay wages (the “Sick Pay Sub-Class”); (iii) all current and former exempt-classified nurse practitioners of Defendants in the State of California since January 24, 2021, who were contractually entitled to holiday wages (the “Holiday Sub-Class”); and (iv) all current and former exempt-classified nurse practitioners of Defendants in the State of California since January 24, 2024 (the “Wage Statement Sub-Class”).

16. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by review of Defendants' records, including payroll records. Plaintiff is informed and believes that Defendants violated Sections 201-204, 226, 233, 246, 510, 1198, and 2802, and the UCL against Plaintiff and the Class by failing to pay all overtime wages, failing to pay all sick pay wages, failing to pay holiday wages, failing to timely pay all wages during employment or upon termination of employment, failing to provide complete and accurate itemized wage statements, and failing to reimburse business expenses.

17. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready, willing, and fully and adequately able to represent Plaintiff and the Class. Plaintiff's attorneys have prosecuted and settled wage-and-hour class actions in the past and continue to litigate numerous wage-and-hour class actions currently pending in California state and federal courts.

1 18. **Common Question of Law and Fact:** There are predominant common questions of law
2 and fact and a community of interest amongst the claims of Plaintiff and of the Class. Plaintiff is
3 informed and believes that Defendants uniformly administer a corporate policy and practice of routinely
4 failing to pay all overtime wages, failing to pay all sick pay wages, failing to pay holiday wages, failing
5 to timely pay all wages during employment or upon termination of employment, failing to provide
6 complete and accurate itemized wage statements, and failing to reimburse business expenses.

7 19. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
8 in that Plaintiff suffered the alleged harms in a similar and typical manner as other members of the Class
9 suffered. As with other members of the Class, Plaintiff was misclassified as an exempt employee. When
10 Plaintiff worked more than 8.0 hours in a day or more than 40.0 hours in a week, Defendants failed to
11 pay Plaintiff for any of her overtime hours worked. Plaintiff also was paid sick pay wages at rates that
12 were lower than her base rate of pay. Plaintiff also was contractually promised to be paid holiday wages
13 but was never paid the holiday wages as promised. As a result, Plaintiff was not timely paid all due
14 wages during employment or upon separation of employment and also was not provided with accurate
15 itemized wage statements. Plaintiff also was not sufficiently reimbursed for her mileage expenses.
16 Plaintiff thus is a member of the Class and has suffered the alleged violations of the Labor Code.

17 20. The Labor Code is broadly remedial in nature. Its laws serve an important public interest
18 in establishing minimum working conditions and requirements in California. These labor standards
19 protect employees from onerous terms and conditions of employment or exploitation by employers who
20 have superior economic and bargaining power.

21 21. The nature of this action and the format of laws available to Plaintiff and members of the
22 Class make the class action format a particularly efficient and appropriate procedure to redress the
23 wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate
24 Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and
25 overwhelm the limited resources of each individual plaintiff with their vastly superior financial and
26 legal resources. Requiring each member of the Class to pursue an individual remedy would also
27 discourage the assertion of lawful claims by employees who would be disinclined to file an action
28

1 against their former or current employer for real and justifiable fear of retaliation and permanent
2 damage to their careers at their current or subsequent employment.

3 22. The prosecution of separate actions by individual members of the Class, even if possible,
4 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual
5 members of the Class that would establish potentially incompatible standards of conduct for
6 Defendants, or (b) adjudications with respect to individual members of the Class that would, as a
7 practical matter, be dispositive of, or substantially impair or impede the ability to protect, the interests
8 of other members of the Class not parties to the adjudications. Further, the claims of the individual
9 members of the Class are not sufficiently large to warrant vigorous individual prosecution considering
10 the concomitant costs and expenses.

11 23. Defendants' pattern, practice, and uniform administration of corporate policy in violation
12 of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the
13 rights of Plaintiff and the Class under Sections 201-204, 210, 218, 218.5, 218.6, 226, 233, 246, 510,
14 1194, 1198, and 2802, applicable IWC Wage Orders, the UCL, and Code of Civil Procedure section
15 1021.5 to recover damages and restitution, including unpaid wages and interest thereon, applicable
16 penalties, reasonable attorneys' fees, and costs of suit.

17 24. This action is brought for the benefit of the Class, which is commonly entitled to a
18 specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class
19 is commonly entitled to restitution of those funds being improperly withheld by Defendant.

20 **FIRST CAUSE OF ACTION**

21 **Unpaid Overtime (Lab. Code §§ 510, 1198)**

22 **(By Plaintiff and the Class Against All Defendants)**

23 25. The preceding paragraphs are re-alleged and incorporated by this reference.

24 26. Section 510 and the applicable IWC Wage Order provide that "[a]ny work in excess of
25 eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight
26 hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no
27 less than one and one-half times the regular rate of pay for an employee" and that "[a]ny work in excess
28 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.” Section 1198 makes unlawful conditions of labor that are prohibited by the applicable IWC Wage Order.

27. Plaintiff and the Class regularly work more than 8.0 hours in a day or 40.0 hours in a workweek. As a matter of policy and practice, when Plaintiff and the Class work hours entitled to overtime wages, Defendants fail to pay overtime wages for all hours exceeding 8.0 hours in a day or 40.0 in a workweek. Specifically, Defendants classify Plaintiff and the Class as exempt from overtime and fail to pay them for any of their overtime hours worked. As such, Plaintiff and the Class are owed overtime wages.

28. Moreover, all owing wages must be paid timely. Section 204 provides that wages are generally due and payable no later than seven days after the end of a pay period or at least twice during each calendar month, on days designated in advance as the regular paydays. Section 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Section 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Section 203 provides that if an employer willfully fails to pay wages owed in accordance with Sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.

29. Based on Defendants’ failure to pay overtime wages to Plaintiff and the Class, as a matter of policy and practice, Defendants fail to timely pay Plaintiff and the Class all due wages during employment and fail to timely pay all due wages upon separation of employment. On information and belief, Defendants were advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff’s allegations. Because Defendants willfully fail to timely pay Plaintiff and the Class all wages due, Defendants are subject to applicable penalties pursuant to Sections 203 and 210, among other Labor Code provisions.

1 30. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
2 entitles Plaintiff and the Class to recover unpaid overtime and interest thereon, applicable penalties,
3 attorneys' fees, and costs of suit.

4 **SECOND CAUSE OF ACTION**

5 **Unpaid Sick Pay Wages (Lab. Code §§ 201-204, 233, 246)**

6 **(By Plaintiff and the Sick Pay Sub-Class Against All Defendants)**

7 31. The preceding paragraphs are re-alleged and incorporated by this reference.

8 32. Section 233 provides that an employer must permit an employee to use accrued sick leave
9 in accordance with Section 246.5 at the employee's then current rate of entitlement. Section 246
10 provides that an employee is entitled to sick pay wages for use of accrued sick leave pursuant to Section
11 246.5. Specifically, once accrued sick leave is used as paid sick time, an employee has a vested right to
12 sick pay wages, which an employer must calculate and compensate based on one of two calculations: (i)
13 "Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of
14 pay for the workweek in which the employee uses paid sick time, whether or not the employee actually
15 works overtime in that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated
16 by dividing the employee's total wages, not including overtime premium pay, by the employee's total
17 hours worked in the full pay periods of the prior 90 days of employment." Under Sections 204, 218, and
18 233, employees may sue to recover underpaid sick pay wages as damages.

19 33. As a matter of policy and practice, Defendants pay sick pay wages to Plaintiff and the
20 Sick Pay Sub-Class at the incorrect rate of pay. As a matter of policy and practice, Defendants pay sick
21 pay wages to Plaintiff and the Sick Pay Sub-Class at less than the legally required rate of pay, instead of
22 paying sick pay wages at the regular rate of pay, which would consider all non-base hourly wages or
23 other non-hourly, non-discretionary remuneration in addition to base hourly wages, or the rate resulting
24 from dividing the employee's total wages, not including overtime premium pay, by the employee's total
25 hours worked in the full pay periods of the prior 90 days of employment. As a result, Defendants
26 underpay sick pay wages to Plaintiff and the Sick Pay Sub-Class.

27 34. Section 204 provides that wages generally are due and payable twice during each
28 calendar month and are to be paid no later than the payday for the next regular payroll period. Consistent

1 with Section 204, Section 246 specifically requires that, upon use of accrued sick leave, vested sick pay
2 wages are due and to be paid no later than the payday for the next regular payroll period after accrued
3 sick leave is used as paid sick time. Similarly, Section 201 provides that if an employer discharges an
4 employee, wages earned and unpaid at the time of discharge are due and payable immediately. Section
5 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an
6 employee quits his or her employment, unless the employee has given 72-hour notice of his or her
7 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. The
8 Labor Code penalizes untimely payments. For example, Section 203 provides that if an employer
9 willfully fails to pay wages owed in accordance with Sections 201 and 202, then the wages of the
10 employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages
11 shall not continue for more than thirty (30) days. Likewise, Section 210 provides penalties for violations
12 of Section 204 and untimely payments during employment. Under Sections 203, 210, and 218,
13 employees may sue to recover applicable penalties.

14 35. As alleged herein and as a matter of policy and practice, Defendants routinely underpay
15 sick pay wages and thus do not timely pay Plaintiff and the Sick Pay Sub-Class all owing and underpaid
16 sick pay wages. As a result, Defendants violate Sections 201-204, 210, 233, and 246, among other Labor
17 Code provisions. Plaintiff is informed and believe that Defendants were advised by skilled lawyers and
18 knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations,
19 especially since the California Supreme Court has explained that "[c]ourts have recognized that 'wages'
20 also include those benefits to which an employee is entitled as a part of his or her compensation,
21 including money, room, board, clothing, vacation pay, and sick pay." *Murphy v. Kenneth Cole Prods.,*
22 *Inc.*, 40 Cal. 4th 1094, 1103 (2007) (emphasis added). Because Defendants willfully fail to timely pay
23 Plaintiff and the Sick Pay Sub-Class all sick pay wages due, Defendants are subject to applicable
24 penalties.

25 36. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
26 entitles Plaintiff and the Sick Pay Sub-Class to recover underpaid sick pay wages, including interest
27 thereon, applicable penalties, attorneys' fees, and costs of suit.
28

1 **THIRD CAUSE OF ACTION**

2 **Unpaid Wages (Lab. Code §§ 201-204)**

3 **(By Plaintiff and the Holiday Sub-Class Against All Defendants)**

4 37. The preceding paragraphs are re-alleged and incorporated by this reference.

5 38. As a matter of policy and practice, Defendants promise Plaintiff and the Holiday Sub-
6 Class that they will be paid holiday wages. Defendants, however, fail to pay the holiday wages as
7 promised. Plaintiff and the Holiday Sub-Class are thus entitled to be paid contractually promised holiday
8 wages.

9 39. Based on Defendants' failure to pay holiday wages to Plaintiff and the Holiday Sub-
10 Class, as a matter of policy and practice, Defendants fail to timely pay Plaintiff and the Holiday Sub-
11 Class all due wages during employment and fail to timely pay all due wages upon separation of
12 employment. On information and belief, Defendants were advised by skilled lawyers and knew, or
13 should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations. Because
14 Defendants willfully fail to timely pay Plaintiff and the Holiday Sub-Class all wages due, Defendants
15 are subject to applicable penalties pursuant to Sections 203 and 210, among other Labor Code
16 provisions.

17 40. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
18 entitles Plaintiff and the Holiday Sub-Class to recover unpaid wages, including interest thereon,
19 applicable penalties, attorneys' fees, and costs of suit.

20 **FOURTH CAUSE OF ACTION**

21 **Inaccurate Itemized Wage Statements (Lab. Code § 226(a))**

22 **(By Plaintiff and the Wage Statement Sub-Class Against All Defendants)**

23 41. The preceding paragraphs are re-alleged and incorporated by this reference.

24 42. Section 226(a) requires an employer to furnish to its employees itemized wage
25 statements that show accurate information, including without limitation, the total hours worked, all
26 applicable hourly rates in effect during the pay period and the corresponding number of hours worked at
27 each hourly rate, gross wages earned, and net wages earned.
28

43. Defendants fail to provide accurate itemized wage statements to Plaintiff and the Wage Statement Sub-Class. Because of the above violations and as a matter of policy and practice, Defendants fail to furnish Plaintiff and the Wage Statement Sub-Class with wage statements that accurately show the total hours worked, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, gross wages earned, and net wages earned.

44. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff and the Wage Statement Sub-Class to recover applicable penalties, attorneys' fees, and costs of suit.

FIFTH CAUSE OF ACTION

Unfair or Unlawful Business Practices (Bus. & Prof. Code §§ 17200 et seq.)

(By Plaintiff and the Class Against All Defendants)

45. The preceding paragraphs are re-alleged and incorporated by this reference.

46. Plaintiff is informed and believes that at Defendants have engaged and continue to engage in unfair and unlawful business practices in California by utilizing the employment policies and practices alleged herein, including the failure to pay all overtime wages, failure to pay all sick pay wages, failure to pay holiday wages, and failure to reimburse business expenses

47. Defendants' utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendants' competitors, as proscribed by the UCL. Defendants have deprived Plaintiff and the Class of the minimum working condition standards and conditions due to them under the Labor Code and applicable IWC Wage Orders.

48. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff and the Class to full restitution of all monies withheld, acquired, or converted by means of the unfair practices complained of herein, including interest thereon, attorneys' fees, and costs of suit.

SIXTH CAUSE OF ACTION

Violations of California Labor Code (Lab. Code §§ 2698 et seq.)

(By Plaintiff as a Proxy for the State Against All Defendants)

49. The preceding paragraphs are re-alleged and incorporated by this reference.

50. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698 et seq. (“PAGA”), Plaintiff brings this cause of action as a proxy for the State of California. In this capacity, Plaintiff seeks penalties for Defendants’ violations of Sections 201-204, 226, 226.7, 233, 248, 510, 512, and 1198 committed against all aggrieved employees. As stated herein, Defendants fail to (i) pay all overtime wages, (ii) pay all sick pay wages, (iii) pay holiday wages, (iv) timely pay all wages during employment or upon termination of employment, (v) provide complete and accurate itemized wage statements, and (vi) reimburse business expenses. Under Section 2699(c), Plaintiff is an “aggrieved employee,” as one or more of the alleged violations was committed against Plaintiff as an employee of Defendants.

51. On or about December 17, 2024, Plaintiff sent written notice to the Labor & Workforce Development Agency (“LWDA”) of specific facts and theories for Defendants’ above violations. Plaintiff simultaneously sent written notice to Defendants via certified mail. As of the date of the filing of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the allegations in the written notice.

52. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks recovery of all applicable penalties pursuant to Section 2699(a), (f), and (g) for Defendants' violations against all aggrieved employees for the period described above.

PRAYER FOR RELIEF

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as the representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Class Counsel;
4. Upon the First Cause of Action for damages, including unpaid wages and interest thereon, penalties, and attorneys' fees and costs;
5. Upon the Second Cause of Action for damages, including unpaid wages and interest thereon, penalties, and attorneys' fees and costs;

6. Upon the Third Cause of Action for damages, including unpaid wages and interest thereon, penalties, and attorneys' fees and costs;

7. Upon the Fourth Cause of Action for penalties, and attorneys' fees and costs;

8. Upon the Fifth Cause of Action for restitution of all funds unlawfully acquired by Defendants by any acts or practices declared to be in violation of the UCL, including interest thereon, and for attorneys' fees and costs;

9. Upon the Sixth Cause of Action for penalties pursuant to Section 2699(a), (f), and (g),
and for attorneys' fees and costs;

10. Upon each cause of action for attorneys' fees and costs as provided by the Labor Code, UCL, and Code of Civil Procedure section 1021.5; and

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

DATED: May 21, 2025

DIVERSITY LAW GROUP, P.C.

By: _____
Larry W. Lee
Simon L. Yang
Attorneys for Plaintiff