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Superior Court of California,
County of Kern

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

BRENNA SHATSWELL, 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

**SECOND AMENDED REPRESENTATIVE
ACTION COMPLAINT UNDER THE
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

DEMAND OVER \$35,000.00

1 As a proxy for the State of California, Plaintiff, Brenna Shatswell, submits this Second
2 Amended Representative Action Complaint (the “Complaint”) against Defendants Senior Doc
3 Management, LLC, Geiss Med Management, LLC, J.M. Geiss, D.O., APC, and Does 1 through 50
4 (collectively, “Defendants”).

5 INTRODUCTION

6 1. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698
7 et seq. (“PAGA”), this representative action Complaint seeks penalties for Defendants’ violations of the
8 California Labor Code. Defendants’ systemic employment practices have deprived aggrieved
9 employees of the benefits and protections of Labor Code sections 201-204, 210, 218, 226, 226.3, 226.7,
10 233, 246, 510, 512, 558, 1194, 1198, 2802, and 2698 et seq.¹

11 2. Plaintiff is informed and believes that Defendants have jointly and severally acted
12 intentionally and with deliberate indifference and conscious disregard to the rights of employees by
13 failing to pay all overtime wages, failing to pay all sick pay wages, failing to pay holiday wages, failing
14 to provide all meal periods, failing to provide all rest periods, failing to timely pay all wages during
15 employment or upon termination of employment, failing to provide complete and accurate itemized
16 wage statements, and failing to reimburse business expenses.

17 3. 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. Defendants also
25 fail to provide all meal periods and rest periods to Plaintiff and other employees.

26 4. Because Plaintiff and other exempt-classified nurse practitioners are not paid all due
27 overtime, sick pay wages, holiday wages, and meal and rest period premiums, Defendants routinely fail
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¹ Except as otherwise noted, all “Section” references are to the Labor Code.

1 to timely pay Plaintiff and other exempt-classified nurse practitioners all wages during employment or
2 upon separation of employment. Moreover, Defendants also routinely fail to furnish wage statements
3 that accurately show and itemize the total hours worked, all applicable hourly rates in effect during the
4 pay period and the corresponding number of hours worked at each hourly rate, gross wages earned, and
5 net wages earned.

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

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

14 **JURISDICTION AND VENUE**

15 7. The Complaint seeks relief exceeding \$35,000.00. The Court has jurisdiction of
16 Defendants' violations of Sections 201-204, 226, 226.7, 233, 246, 510, 512, 1198, and 2802.

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

19 **PARTIES**

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

1 10. Plaintiff is informed and believes that Senior Doc Management, LLC was and is a
2 California limited liability company. Plaintiff is informed and believes that Geiss Med Management,
3 LLC was and is a California limited liability company. Plaintiff is informed and believes that J.M.
4 Geiss, D.O., APC was and is a California corporation. Plaintiff is informed and believes that at all times
5 herein mentioned named defendants and Does 1 through 50, were and are corporations, business
6 entities, individuals, or partnerships that are and were licensed to do business and actually doing
7 business in the State of California. Based upon all the facts and circumstances incident to Defendants'
8 business, Defendants are subject to Sections 201-204, 226, 226.7, 233, 246, 510, 512, 1198, and 2802.

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

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

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

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

1 **PAGA ALLEGATIONS**

2 15. Pursuant to PAGA, Plaintiff sues as a proxy for the State of California. Plaintiff seeks
3 penalties for Defendants' violations of Sections 201-204, 226, 226.7, 233, 248, 510, 512, and 1198
4 committed against all aggrieved employees since December 17, 2023.

5 16. On or about December 17, 2024, Plaintiff sent written notice to the Labor & Workforce
6 Development Agency ("LWDA") of specific facts and theories for Defendants' above violations.
7 Plaintiff simultaneously sent written notice to Defendants via certified mail. The LWDA has not
8 indicated that it intends to investigate the allegations. As such, pursuant to Section 2699(a), (f), and (g),
9 Plaintiff seeks recovery of all applicable penalties for Defendants' violations against all aggrieved
10 employees for the period described above.

11 **FIRST CAUSE OF ACTION**

12 **Penalties for Labor Code Violations (Lab. Code §§ 2698 et seq.)**

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

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

15 18. **Unpaid Overtime:** Section 510 and the applicable IWC Wage Order provide that "[a]ny
16 work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek
17 and the first eight hours worked on the seventh day of work in any one workweek shall be compensated
18 at the rate of no less than one and one-half times the regular rate of pay for an employee" and that
19 "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the
20 regular rate of pay for an employee." Section 1198 makes unlawful conditions of labor that are
21 prohibited by the applicable IWC Wage Order.

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

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

12 **21.** Based on Defendants' failure to pay overtime wages to Plaintiff and aggrieved
13 employees, as a matter of policy and practice, Defendants fail to timely pay Plaintiff and aggrieved
14 employees all due wages during employment and fail to timely pay all due wages upon separation of
15 employment. On information and belief, Defendants were advised by skilled lawyers and knew, or
16 should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations. Because
17 Defendants willfully fail to timely pay Plaintiff and aggrieved employees all wages due, Defendants
18 violate Sections 201-204 by not timely paying all due wages.

19 **22. Underpaid Sick Pay Wages:** Section 233 provides that an employer must permit an
20 employee to use accrued sick leave in accordance with Section 246.5 at the employee's then current rate
21 of entitlement. Section 246 provides that an employee is entitled to sick pay wages for use of accrued
22 sick leave pursuant to Section 246.5. Specifically, once accrued sick leave is used as paid sick time, an
23 employee has a vested right to sick pay wages, which an employer must calculate and compensate based
24 on one of two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the same
25 manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether
26 or not the employee actually works overtime in that workweek," or (ii) "Paid sick time for nonexempt
27 employees shall be calculated by dividing the employee's total wages, not including overtime premium
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1 pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.”
2 Under Sections 204, 218, and 233, employees may sue to recover underpaid sick pay wages as damages.

3 23. As a matter of policy and practice, Defendants pay sick pay wages to Plaintiff and
4 aggrieved employees at the incorrect rate of pay. As a matter of policy and practice, Defendants pay sick
5 pay wages to Plaintiff and aggrieved employees at less than the legally required rate of pay, instead of
6 paying sick pay wages at the regular rate of pay, which would consider all non-base hourly wages or
7 other non-hourly, non-discretionary remuneration in addition to base hourly wages, or the rate resulting
8 from dividing the employee's total wages, not including overtime premium pay, by the employee's total
9 hours worked in the full pay periods of the prior 90 days of employment. As a result, Defendants
10 underpay sick pay wages to Plaintiff and aggrieved employees.

11 24. **Unpaid Wages:** As a matter of policy and practice, Defendants promise Plaintiff and
12 aggrieved employees that they will be paid holiday wages. Defendants, however, fail to pay the holiday
13 wages as promised. Plaintiff and aggrieved employees are thus entitled to be paid contractually
14 promised holiday wages.

15 25. **Failure to Provide Meal Periods:** Section 512(a) generally prohibits employment of an
16 individual for a work period of more than five hours per day without providing the employee with an
17 uninterrupted, duty-free meal period of at least 30 minutes. Section 226.7(b) provides that an employer
18 shall not require an employee to work during a meal period. Section 226.7(c) states that “the employer
19 shall pay the employee one additional hour of pay at the employee's regular rate of compensation for
20 each workday that the meal or rest or recovery period is not provided.” As a matter of policy and
21 practice, Defendants fail to provide lawful meal periods that are instead not provided, provided late,
22 short, or interrupted.

23 26. **Failure to Provide Rest Periods:** Section 1198 makes unlawful conditions of labor that
24 are prohibited by the applicable IWC Wage Order. The applicable laws generally require an employer to
25 provide a duty-free, 10-minute rest period for every four hours worked, or major fraction thereof.
26 Section 226.7(b) provides that an employer shall not require an employee to work during a rest period.
27 Section 226.7(c) states that “the employer shall pay the employee one additional hour of pay at the
28 employee's regular rate of compensation for each workday that the meal or rest or recovery period is not

provided.” As a matter of policy and practice, Defendants fail to provide lawful rest periods that are instead not provided, provided late, short, or interrupted.

27. **Inaccurate Itemized Wage Statements:** Section 226(a) requires an employer to furnish to its employees itemized wage statements that show accurate information, including without limitation, 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.

28. Defendants fail to provide accurate itemized wage statements to Plaintiff and aggrieved employees. Because of the above violations and as a matter of policy and practice, Defendants fail to furnish Plaintiff and aggrieved employees 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.

29. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff and aggrieved employees to recover applicable penalties, attorneys’ fees, and costs of suit.

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

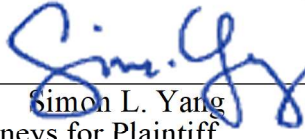
2. Upon each cause of action for attorneys’ fees and costs as provided by the Labor Code and Code of Civil Procedure section 1021.5; and

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

DATED: March 18, 2026

DIVERSITY LAW GROUP, P.C.

By: _____


Simon L. Yang
Attorneys for Plaintiff

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On April 13, 2026, I served the following document(s) described as: **SECOND AMENDED REPRESENTATIVE ACTION COMPLAINT UNDER THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004** on the interested parties in this action as follows:

David C. Kurtz Romina Tamiry Constangy, Brooks, Smith & Prophete LLP 2029 Century Park East, Suite 1100 Los Angeles, California 90067	<i>Attorneys for Defendants Senior Doc Management, LLC, Geiss Med Management, LLC & J.M. Geiss, D.O., APC</i> dkurtz@constangy.com rtamiry@constangy.com
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 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the ACE E-Filing System at the website www.efile.acelegal.com, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on April 13, 2026, at Los Angeles, California.



Erika Mejia