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Attorneys for Plaintiff

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

[Hon. Bernard C. Barmann, Jr.]

**DECLARATION OF SIMON L. YANG IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: August 28, 2026
Time: 8:30 a.m.
Location: Division H

Complaint Filed: January 24, 2025
FAC Filed: June 9, 2025
SAC Filed: April 13, 2026

1 I, Simon L. Yang, declare as follows:

2 1. I am an attorney admitted to practice in the State of California and, with the law firm
3 Diversity Law Group, P.C., am counsel of record for Plaintiff. I make this declaration on the basis of my
4 own personal knowledge, except as to those matters stated on information and belief and, as to those
5 matters, I believe them to be true. If called as a witness, I could testify competently as to the facts stated
6 in this declaration.

7 2. On January 24, 2025, Plaintiff filed the initial complaint in this matter alleging class
8 action claims against Defendants Senior Doc Management, LLC f/k/a Geiss Med Management LLC and
9 J.M. Geiss, D.O., APC for alleged failures to pay all overtime wages, to pay all sick pay wages, to pay
10 holiday wages, to timely pay all wages during employment or upon termination of employment, to
11 provide complete and accurate itemized wage statements, and to reimburse business expenses. On June
12 9, 2025, Plaintiff filed a first amended complaint to also allege representative claims under PAGA.

13 3. The Parties met and conferred about the claims and Defendants' defenses, including
14 those based on an arbitration agreement and class action waiver. Ultimately, the Parties agreed to
15 schedule a mediation. Plaintiff requested (and Defendants provided) informal discovery to enable the
16 Parties to explore the possibility of an informal resolution. For example, Defendants provided the
17 relevant numbers of pay periods in which alleged violations occurred, among other things—enabling
18 Plaintiff to assess the full value of the PAGA claims. Defendants' willingness to produce this
19 information enabled Plaintiff to evaluate the full scope of Defendants' potential liability. Defendant's
20 willingness to produce this information enabled Plaintiff to evaluate the full scope of Defendant's
21 potential liability.

22 4. On December 16, 2025, the Parties attended a mediation with Michael Loeb, an
23 experienced mediator knowledgeable of both the wage and hour laws and representative action claims at
24 issue in the Action. The Parties attempted to negotiate a resolution of the plead claims, as well as
25 additional claims for failures to provide meal and rest periods that Plaintiff threatened to add in an
26 amended complaint. With the mediator's assistance and based upon a mediator's proposal, the Parties
27 were able to agree to settlement terms, which were negotiated in light of all known facts and
28 circumstances—including the uncertainty associated with litigation, the risks of significant delay, and

1 numerous potential appellate issues. The settlement was achieved only after extensive arm's length
2 negotiations. The settlement terms are memorialized in the Joint Stipulation of PAGA Settlement (the
3 "Agreement"), a true and correct copy of which is attached as **Exhibit 1**. Based on the agreed upon
4 settlement terms, on April 13, 2026, Plaintiff filed a second amended complaint to add the previously
5 threatened claims for failures to provide meal and rest periods to the operative complaint.¹

6 5. Plaintiff contends that Defendants' alleged Labor Code violations resulted in up to \$250
7 in penalties per pay period penalty for each of approximately 2,640 relevant pay periods that Plaintiff
8 contended had alleged Labor Code violations—or up to \$660,000.00. The Agreement requires
9 Defendants to pay \$125,000.00—or approximately \$47.35 per pay period for the 2,640 relevant pay
10 periods in which Plaintiff contended Labor Code violations occurred. This amounts to approximately
11 18.93% of Defendant's potential liability and is an excellent result for the State.

12 6. Defendants contested the merits and denied it was liable at all. For example, Defendants
13 contended that Plaintiff could not prove underpayments of overtime or failures to provide meal or rest
14 periods at all. Moreover, even if Plaintiff prevailed on the merits, Defendants contested the extent of
15 liability. Specifically, Defendants contended that PAGA penalties would be subject to discretionary
16 reductions, especially as Defendants had voluntarily already changed certain pay practices.

17 7. While the Parties disagree on the application of the law to the facts, each Party
18 recognized in negotiations that, if taken to trial, the other Party would at least have reasonable
19 arguments, such that the Settlement Amount to which the Parties ultimately agreed was reasonable.

20 8. Although I am confident that litigation of the claims would result in a classwide judgment
21 against Defendant, I recognize the inherent risks in litigation, including the specific risks that liability
22 could not be established at trial or that the applicable law could change. I believe the settlement for the
23 State is fair, reasonable, and adequate, given the inherent risks of litigation, as well as the potential for
24 appeals and the costs of pursuing litigation.

25
26
27 ¹ The operative second amended complaint dismissed class action allegations and claims, based on
28 Defendant's arbitration agreement and class action waiver. Pursuant to the Court's instruction at the
March 19, 2026 case management conference in this matter, on March 19, 2026, Plaintiff's counsel
submitted a declaration in support of the dismissal of class action claims.

1 9. My firm has incurred costs in the amount of \$2,200.51. The costs are all litigation related
2 costs, including filing fees and service fees. Attached as **Exhibit 2** is copy of the costs my firm has
3 incurred in connection with prosecution of this lawsuit.

4 10. Because Plaintiff's Counsel seeks reimbursement of \$2,200.51 in costs only (and the
5 Administration Costs are \$4,000.00, requested attorneys' fees are \$41,666.67, and requested General
6 Release Payment is \$10,000.00), it is expected that the PAGA Penalty Fund will be \$67,132.82. It is
7 expected that the LWDA will receive \$43,636.33 as its share of PAGA Penalties and employees will
8 receive \$23,496.49 as their share of PAGA Penalties. Based on 126 PAGA Settlement Members, each
9 individual employee is estimated to receive approximately \$186.48; each pay period for a PAGA
10 Settlement Member will be worth approximately \$8.90.

11 11. I am one of the primary attorneys on this matter. My qualifications are as follows: After
12 completing my undergraduate education at The Wharton School at the University of Pennsylvania in
13 2004 with concentrations in Management and Human Resources, I continued studying labor and
14 employment issues by enrolling in post-graduate education at the School of Labor and Employment
15 Relations at the University of Illinois. I determined before enrolling in law school that I wanted to
16 practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in
17 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region
18 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

19 12. Upon graduating from law school in 2008, I practiced labor and employment law at
20 Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My
21 practice focused on wage and hour class, collective, and representative actions, with a particular
22 emphasis on matters involving the Labor Code Private Attorneys General Act of 2004 ("PAGA").
23 During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class,
24 collective, and representative actions that resulted in published opinions, including for example, *Ehret v.*
25 *WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on
26 absence of meal period violations in light of collectively bargained waiver of meal periods on shifts of
27 not more than six hours), and *Ruelas v. Costco Wholesale Corp.*, 67 F. Supp. 3d 1137 (C.D. Cal. Sept. 8,
28 2014) (obtaining dismissal of wage statement allegations in PAGA representative action). I was also

1 able to obtain experience litigating representative claims or wage and hour matters through trial and
2 appeal. *E.g., Velazquez v. Costco Wholesale Corp.*, 603 Fed. App'x 584 (9th Cir. Mar. 25, 2015)
3 (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to
4 pay wages); *Ward v. Costco Wholesale Corp.*, 552 Fed. App'x 631 (9th Cir. Jan. 9, 2014) (affirming
5 bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in collective
6 action with involving deductions from final paychecks). I also litigated class certification on numerous
7 matters. *E.g., Martinez v. Guess?, Inc.*, Los Angeles Superior Court Case No. BC 498326 (obtaining
8 denial of class certification on behalf of retail employees alleging bag check claims).

9 13. Based on my experience in wage and hour class, collective, and representative actions, I
10 have been interviewed and quoted in articles published in the Northern California Record about
11 legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and
12 hour class and representative action litigation, including for example articles on California kin care
13 requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of
14 California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break
15 laws in *California Transportation News*, a publication of the California Construction Trucking
16 Association.

17 14. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C.,
18 which also focuses on employment law. I have handled a number of wage and hour class and
19 representative actions and continue litigating such matters in numerous Superior Courts and District
20 Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully
21 mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have
22 obtained class certification, and no court has ever found me to be inadequate class counsel.

23 15. I have incurred a total of 53.0 hours to date in litigating this matter. Attached as **Exhibit**
24 **3** is a summary of my hours and tasks on this matter. I also anticipate spending at least 3.0 additional
25 hours in connection with attending the approval hearing, obtaining approval of the settlement, and
26 responding to correspondence and phone calls from the administrator, defense counsel, or aggrieved
27 employees.

16. My current billing rate is \$800 per hour, which is less than my billing rate would have been had I remained at my prior firm. In January of 2019, clients were billed and paid my rate of \$630 per hour. In January of 2020, clients were billed and paid my rate of \$670 per hour. Had I remained at my prior firm, I am informed and believe that my billing rate would have increased in January of 2021 to at least \$710 per hour, in January of 2022 to at least \$750 per hour, and in January of 2023 to approximately \$800 per hour. Numerous courts have approved an hourly billing rate of \$750 for my work, and I have been approved for an hourly billing rate of \$800 for my work in Alameda and Santa Clara counties.

17. The total lodestar for my hours will be approximately \$44,800.00 based on an hourly rate of \$800.00 per hour for 56.0 total hours.

18. Along with the filing of the motion for approval of the settlement in this matter, a copy of the motion papers have also been uploaded to the LWDA in compliance with Section 2699(s)(2) and (4). Attached as **Exhibit 4** is a copy of the LWDA confirmation. Similarly, upon approval of a settlement in this matter, my regular practice would be to direct my office staff to upload a copy of the Court's judgment, papers, or other orders awarding civil penalties under PAGA.

19. Based on my review of the LWDA's PAGA filing database and my understanding from counsel for Defendant, this settlement does not impact any other pending PAGA matters.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 23rd day of July 2026, at Pasadena, California.

Simon L. Yang

EXHIBIT 1

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Attorneys for Defendants

**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,

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

**JOINT STIPULATION OF PAGA
SETTLEMENT**

Complaint Filed:	January 24, 2025
FAC Filed:	June 9, 2025
SAC Filed:	April 13, 2026

JOINT STIPULATION OF PAGA SETTLEMENT

This Joint Stipulation of PAGA Settlement is entered into by and between Plaintiff, Brenna Shatswell, on the one hand, and Defendants Senior Doc Management LLC f/k/a Geiss Med Management LLC and J.M. Geiss, D.O., APC, on the other hand.

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1. Action. "Action" means the civil lawsuit originally entitled *Brenna Shatswell v. Senior Doc Management, LLC et al.*, filed on or about January 24, 2025, in the Superior Court of the State of California for the County of Kern as Case No. BCV-25-100270.

1.2. Administrator. "Administrator" means the third-party settlement administrator designated to distribute settlement payments.

1.3. Administration Costs. "Administration Costs" means the payment from the Settlement Amount to the Administrator for administering the settlement, which includes but is not limited to printing, distributing, or tracking payments pursuant to this Agreement, and providing necessary reports or declarations, as requested by the Court or Plaintiff's Counsel and Defendants' Counsel.

1.4. Agreement. "Agreement" means this Joint Stipulation of PAGA Settlement.

1.5. Approval Order. "Approval Order" means an order approving this Agreement.

1.6. Attorneys' Fees and Costs. "Attorneys' Fees and Costs" means the attorneys' fees and costs payment from the Settlement Amount for Plaintiff's Counsel's attorneys' fees and costs associated with the litigation and resolution of the Action (excluding third-party Administration Costs).

1.7. Court. "Court" means the Superior Court of California for the County of Kern.

1.8. General Release Payment. "General Release Payment" means the consideration to Plaintiff for the additional general release and waiver of Civil Code section 1542 as well as in recognition of Plaintiff's efforts and work in prosecuting the Action on behalf of the State.

1.9. PAGA Penalty Fund. "PAGA Penalty Fund" means the Settlement Amount allocated to PAGA penalties.

1.9.1. LWDA Payment. "LWDA Payment" means a payment of 65% of the PAGA Penalty Fund to the Labor & Workforce Development Agency ("LWDA").

1 **1.9.2. Employee Payment.** “Employee Payment” means each PAGA Settlement
2 Member’s payment and share of 35% of the PAGA Penalty Fund.

3 **1.10. PAGA Period.** “PAGA Period” means the period starting from December 17, 2023,
4 through March 16, 2026, which is based on Defendants’ representation that the PAGA Period will not
5 include more than 2,640 pay periods worked by PAGA Settlement Members. To the extent that the
6 number of pay periods worked by PAGA Settlement Members exceeds 2,640 by March 16, 2026, the
7 PAGA Period will end as of the date that PAGA Settlement Members have worked 2,640 pay periods
8 since December 17, 2023.

9 **1.11. PAGA Settlement Members.** “PAGA Settlement Member” means any current or
10 former exempt-classified nurse practitioner of Defendants paid on a Fee-for-Service collections basis in
11 the State of California during the PAGA Period. Defendants represent that there are approximately 126
12 PAGA Settlement Members.

13 **1.12. Parties.** “Parties” means Plaintiff and Defendants.

14 **1.12.1. Plaintiff.** “Plaintiff” means Brenna Shatswell.

15 **1.12.2. Defendants.** “Defendants” means Senior Doc Management LLC f/k/a Geiss Med
16 Management LLC and J.M. Geiss, D.O., APC.

17 **1.13. Released Party.** “Released Party” means Defendants and their present and former
18 parent companies, subsidiaries, divisions, related, or affiliated companies, and their officers, directors,
19 employees, agents, attorneys, physicians, medical professionals, insurers, successors and assigns.

20 **1.14. Settlement Amount.** “Settlement Amount” means the maximum potential settlement
21 amount—inclusive of the PAGA Penalty Fund (and LWDA Payment and Employee Payments) and any
22 Administration Costs, Attorneys’ Fees and Costs, and General Release Payment—that Defendants may
23 be required to pay in connection with an Approval Order.

24 **2. RECITALS**

25 **2.1. Initiation of Action.** On January 24, 2025, Plaintiff filed the initial complaint in this
26 matter alleging class action claims for Defendants’ alleged failures to pay all overtime wages, to pay all
27 sick pay wages, to pay holiday wages, to timely pay all wages during employment or upon termination
28 of employment, to provide complete and accurate itemized wage statements, and to reimburse business

1 expenses. On June 9, 2025, Plaintiff filed a first amended complaint to also allege representative claims
2 under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

3 **2.2. Impact of Arbitration Agreement.** Throughout the litigation, the Parties met and
4 conferred both about the nature of the alleged claims and also about the impact that an arbitration
5 agreement had on the alleged claims. Based on the class action waiver within the arbitration agreement,
6 Plaintiff has agreed to voluntarily dismiss class action claims without prejudice.

7 **2.3. Mediation.** On December 16, 2025, the Parties attended a mediation with Michael Loeb,
8 an experienced mediator knowledgeable of both the wage and hour laws and representative action
9 claims at issue in the Action. The Parties attempted to negotiate a resolution of the plead claims, as well
10 as additional claims for failures to provide meal and rest periods that Plaintiff threatened to add in an
11 amended complaint. With the mediator's assistance and based upon a mediator's proposal, the Parties
12 were able to agree to settlement terms, which were negotiated in light of all known facts and
13 circumstances—including the uncertainty associated with litigation, the risks of significant delay, and
14 numerous potential appellate issues. The settlement was achieved only after extensive arm's length
15 negotiations. Based on Plaintiff's Counsel's ongoing investigation and evaluation, Plaintiff's Counsel is
16 of the opinion that the terms of this Agreement are fair, reasonable, and adequate, and in the best
17 interests of the State.

18 **2.4. No Admission of Liability.** Defendants denied and continue to deny all of the
19 allegations made by Plaintiff in the Action. Although Defendants denied and continue to deny all of the
20 allegations made by Plaintiff in the Action, Defendants—without admitting or conceding any liability
21 or wrongdoing whatsoever—have agreed to settle the Action on the terms and conditions set forth in
22 this Agreement for the sole purpose of avoiding the burden, expense, and uncertainty of continuing the
23 Action.

24 **3. SETTLEMENT PROCEEDS**

25 **3.1. Settlement Amount.** Defendants agree to pay a non-reversionary Settlement Amount of
26 \$125,000.00, which was negotiated based on Defendants' representation that there would be no more
27 than approximately 2,640 pay periods worked by PAGA Settlement Members during the PAGA Period.
28

1 **3.1.1. Attorneys' Fees and Costs.** 33 $\frac{1}{3}$ % of the Settlement Amount (or \$41,666.67)
2 and litigation costs of up to \$15,000.00 are designated as Attorneys' Fees and Costs.

3 **3.1.2. General Release Payment.** \$5,000.00 of the Settlement Amount is designated as
4 the General Release Payment.

5 **3.1.3. Administration Costs.** Based on quotes received from third-party
6 administrators, Administration Costs shall be no more than \$4,000.00. The Parties agree to cooperate in
7 the settlement administration process and to make all reasonable efforts to minimize Administration
8 Costs.

9 **3.1.4. PAGA Penalty Fund.** Except for any amounts approved by the Court for the
10 Attorneys' Fees and Costs, General Release Payment, and Administration Costs, the remaining
11 Settlement Amount shall constitute the PAGA Penalty Fund. The PAGA Penalty Fund shall be
12 distributed pursuant to statute with 65% of the PAGA Penalty Fund payable as an LWDA Payment.
13 The remaining 35% of the PAGA Penalty Fund payable as Employee Payments shall be allocated and
14 distributed to PAGA Settlement Members on a pro rata basis, based on the number of relevant pay
15 periods worked by each PAGA Settlement Member during the PAGA Period. Employee Payments
16 shall be distributed to PAGA Settlement Members in separate checks, without the need to submit a
17 claim form.

18 **3.1.5. Court Approval.** The approval or denial of the requested Attorneys' Fees and
19 Costs, General Release Payment, and Administration Costs is not a material condition to the
20 Agreement. If the Court does not approve the requested amounts for the Attorneys' Fees and Costs,
21 General Release Payment, and Administration Costs, any requested but unapproved amounts shall be
22 allocated to the PAGA Penalty Fund.

23 **3.2. Payment Considerations.** All payments shall be characterized as IRS Form 1099
24 payments. The Parties have had an opportunity to consult with independent tax counsel. The Parties are
25 not giving any tax advice in connection with the settlement or any payments to be made pursuant to this
26 Agreement. The Parties do not intend anything contained in this Agreement to constitute legal advice
27 regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied
28 upon as such. All recipients of settlement payments shall be solely responsible for paying any

1 applicable taxes on their respective payments and shall indemnify and hold harmless the Parties from
2 any claim or liability for taxes, penalties, or interest arising as a result of the payments.

3 **3.3. Funding and Distribution.** By fourteen days after the Approval Order, Defendants
4 shall deposit the Settlement Amount with the Administrator. By seven days after receipt of the
5 Settlement Amount, the Administrator shall distribute all amounts to be paid pursuant to this
6 Agreement and Approval Order. The Administrator shall not be empowered to make payments to the
7 PAGA Settlement Members exceeding the total PAGA Penalty Fund allocated to PAGA Settlement
8 Members or deviate from the payment formula agreed upon by the Parties.

9 **4. SETTLEMENT ADMINISTRATION**

10 **4.1. Administrator.** For purposes of distributing payments and administering the settlement,
11 the Administrator shall be Phoenix Settlement Administrators.

12 **4.2. Data for Administrator.** Within fourteen days of the Approval Order, Defendants shall
13 provide to the Administrator each PAGA Settlement Member's last known mailing address, as well as
14 data sufficient for the Administrator to perform all necessary responsibilities pursuant to this
15 Agreement. Defendants' records will be presumptively determinative in any dispute over entitlement to
16 payment or over membership as PAGA Settlement Members.

17 **4.3. Mailing of Settlement Payments.** Within seven days of receipt of the Settlement
18 Amount, the Administrator shall send payments to all payees via First Class U.S. Mail. For PAGA
19 Settlement Members, the Administrator shall use the last known mailing address for each PAGA
20 Settlement Member, based on data provided by Defendants. Any mailings returned to the Administrator
21 as undeliverable shall be promptly resent via First Class U.S. Mail to the forwarding address on the
22 returned mailing. If no forwarding address is provided, the Administrator shall promptly attempt to
23 determine the correct address using a single skip-trace search and shall then promptly send a single re-
24 mailing.

25 **4.4. Undeliverable or Uncashed Checks.** All uncashed or undeliverable settlement checks
26 will expire 180 days after the postmarked date of their mailing. After 180 days, the sum value of all
27 expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any
28 expired checks in accordance with the Approval Order. The Parties shall request that the Court order

1 that the principal for any expired checks be distributed to the State Controller Unclaimed Property Fund
2 in the name of the PAGA Settlement Member.

3 **4.5. Certification of Completion.** Upon completion of administration of the settlement, the
4 Administrator shall provide written certification of such completion to Plaintiff's Counsel and
5 Defendants' Counsel.

6 **5. RELEASES**

7 **5.1. Releases by LWDA.** By operation of the entry of the Approval Order, and except as to
8 such rights or claims as may be created by this Agreement, Plaintiff as a proxy for the State and the
9 LWDA fully releases Defendants and each Released Party from any and all PAGA claims arising
10 during the PAGA Period that are based on Labor Code violations pled in the Action.

11 **5.2. Additional Release by Plaintiff.** By operation of the entry of the Approval Order,
12 Plaintiff also generally releases all claims, known or unknown, in favor of each Released Party,
13 including a waiver of Civil Code section 1542. Plaintiff expressly waives all rights provided by Civil
14 Code section 1542 that Plaintiff may have against each Released Party. Civil Code section 1542 states:

15 **A general release does not extend to claims that the creditor or releasing party does**
16 **not know or suspect to exist in his or her favor at the time of executing the release**
17 **and that, if known by him or her, would have materially affected his or her**
settlement with the debtor or released party.

18 Plaintiff acknowledges that Plaintiff has read the entirety of the Agreement, including the above
19 language from the Civil Code, and that Plaintiff fully understands both the Agreement and Civil Code
20 section 1542. By executing this Agreement, Plaintiff expressly waives any benefits and rights granted
21 pursuant to Civil Code section 1542.

22 **6. COURT APPROVAL**

23 **6.1. Approval Order.** The Parties shall submit a motion seeking an Approval Order, which
24 would, among other things: (i) approve the terms of the settlement in this Agreement, (ii) deem the
25 terms to be fair, reasonable, and adequate, (iii) approve the release, (iv) direct that the settlement's
26 terms and provisions be carried out; and (v) enter final judgment.

1 **6.2. Effect of Failure to Obtain Approval Order.** In the event the Court fails to enter an
2 Approval Order in accordance with this Agreement, then this Agreement shall be void and
3 unenforceable, unless the Parties agree to changes that would enable the Court to approve a settlement.

4 **7. MISCELLANEOUS**

5 **7.1. Entire Agreement.** This Agreement constitutes the entire agreement between the
6 Parties with regard to the subject matter contained herein, and all prior and contemporaneous
7 negotiations and understandings between the Parties shall be deemed merged into this Agreement. The
8 signatories represent that they are fully authorized to enter into this Agreement and are fully authorized
9 to bind the Parties to all terms stated herein.

10 **7.1.1. Counterparts and Signatures.** This Agreement may be executed in
11 counterparts, and when all signatories have signed and delivered at least one such counterpart, each
12 counterpart shall be deemed an original, and when taken together with other signed counterparts, shall
13 constitute one signed Agreement, which shall be binding upon and effective as to all Parties. Any party
14 may sign and deliver this Agreement by signing on the designated signature block and transmitting that
15 signature page via e-mail to counsel for the other party. Any signature transmitted via e-mail or
16 DocuSign shall be deemed an original signature and shall be binding upon the party who transmits the
17 signature page.

18 **7.1.2. Waivers, Modifications, Etc. to Be in Writing.** No waiver, modification, or
19 amendment of the terms of this Agreement, whether purportedly made before or after the Court's
20 approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all
21 Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject
22 to any required Court approval. Any failure by any Party to insist upon the strict performance by the
23 other Party of any of the provisions of this Agreement shall not be deemed a waiver of future
24 performance of the same provisions or of any of the other provisions of this Agreement, and such Party,
25 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of
26 any and all of the provisions of this Agreement.

27 **7.1.3. Construction.** The determination of the terms and conditions of this Agreement
28 has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this

1 Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be,
2 construed against any party by virtue of draftsmanship. The captions of paragraphs of this Agreement
3 have been inserted for convenience of reference only and shall have no effect upon the construction or
4 interpretation of any part of this Agreement.

5 **7.1.4. Invalidity of Any Provision.** Before declaring any provision of this Agreement
6 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as
7 to render all provisions of this Agreement valid and enforceable.

8 **7.2. Confidentiality.** Neither Plaintiff nor Plaintiff's counsel shall issue any press release or
9 announcement of any kind, including but not limited to using social media or internet postings, related
10 in any way to the settlement. Plaintiff and Plaintiff's counsel agree that, prior to seeking court approval
11 of the settlement, they will keep the terms of this settlement confidential except for purposes of
12 communicating with Plaintiff only or as otherwise specifically contemplated by the Agreement (e.g.,
13 obtaining administrator bids). Plaintiff has been informed that the settlement is confidential and has
14 been advised to keep the settlement confidential. From and after approval of the settlement, Plaintiff
15 and Plaintiff's counsel may comment regarding the specific terms of the settlement only: (1) as
16 required by law or (2) as required under the terms of the settlement. In all other cases, Plaintiff and
17 Plaintiff's counsel agree to limit their statements regarding the terms of the settlement, whether oral,
18 written or electronic (including the internet), to say the Action has been resolved and that Plaintiff and
19 Plaintiff's counsel are satisfied with the settlement terms. Nothing in this Paragraph is intended to
20 interfere with the Plaintiff's counsel's duties and obligations to faithfully discharge their duties to
21 PAGA Settlement Members, including but not limited to, communicating with the PAGA Settlement
22 Members regarding the settlement.

23 **7.3. Further Acts and Cooperation Between the Parties.** The Parties shall cooperate and
24 use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties,
25 upon the request of another, agrees to perform such further acts and to execute and deliver such other
26 documents as are reasonably necessary to carry out the provisions of this Agreement.

1 **7.4. Continuing Jurisdiction.** The Court granting approval of the settlement shall retain
 2 jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or
 3 related to, the implementation of this Agreement and of the settlement contemplated thereby.

4 **7.5. Governing Law and Enforcement Actions.** All terms of this Agreement shall be
 5 governed by and interpreted according to the laws of the State of California. If one or more of the
 6 Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the
 7 provisions of this Agreement, or to declare rights or obligations under this Agreement, the prevailing
 8 Party or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable
 9 attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement
 10 actions.

11
 12 **PLAINTIFF**

13 Dated: May 5, 2026

DocuSigned by:

BRENNA SHATSWELL

3009B6F2C254468
 Brenna Shatswell

15 **COUNSEL FOR PLAINTIFF**

16 Dated: May 5, 2026

Simon L. Yang
 Simon L. Yang
 DIVERSITY LAW GROUP, P.C.

18 **DEFENDANTS**

19
 20 Dated: May 12, 2026

[Signature]
 on behalf of Senior Doc Management LLC f/k/a Geiss
 Med Management LLC and J.M. Geiss, D.O., APC

23 **COUNSEL FOR DEFENDANT**

24 Dated: May 12, 2026

[Signature]
 David C. Kurtz
 CONSTANGY, BROOKS, SMITH & PROHETE, LLP

EXHIBIT 2



Invoice

Diversity Law Group

515 South Figueroa Street, Suite 1250, Los Angeles, California, 90071

lwlee@diversitylaw.com

Invoice #: 10529

Invoice Date: 07/23/2026

Terms: Upon Receipt

Due Date: 07/23/2026

PO #:

Invoice Total: \$2,200.51

Payment Applied: \$0.00

Total Due: \$2,200.51

Summary - Shatswell, Brenna v. Senior Doc Management, LLC; J.M. Geiss, DO; Geiss Med Management, LLC (19139.001)

Type	Description	Amount (\$)
Expenses		2200.51

Subtotal: \$2,200.51

Discount: \$0.00

Subtotal \$2,200.51
after
Discount:

Taxable \$2,200.51
Subtotal:

Tax: \$0.00

Total: \$2,200.51

Details - Shatswell, Brenna v. Senior Doc Management, LLC; J.M. Geiss, DO; Geiss Med Management, LLC (19139.001)

Expenses

Date	Category	Expense Code	Description	Amount (\$)
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Invoice

Diversity Law Group

515 South Figueroa Street, Suite 1250, Los Angeles, California, 90071

lwlee@diversitylaw.com

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12/17/2024		Court fees	LWDALWDA	75.00
12/31/2024	Photocopies		Photocopies	0.50
12/31/2024	Postage and delivery		Postage	9.64
01/24/2025	Court Fees		Odyssey - Complaint	1481.66
01/27/2025	Court Fees		Odyssey - Summons & Civil Case Cover Sheet	4.50
01/31/2025	Attorney Service		ACE - Complaint Service (Senior Doc Management, LLC)	105.61
01/31/2025	Attorney Service		ACE - Complaint Service (Geiss Med Management, LLC)	46.75
01/31/2025	Attorney Service		ACE - Complaint Service (J.M. Geiss, D.O., APC)	46.75
02/06/2025	Court Fees		Odyssey - 3 POS of Summons (Envelope #18187331)	4.50
06/09/2025	Court Fees		Odyssey - Stip for Leave to Amend (Envelope Number: 19651910)	24.20
07/11/2025	Court Fees		Odyssey - CMS (Envelope # 20060415)	4.50
03/04/2026	Court Fees		ACE EFiling - CMS (Filing ID: 13949203 Envelope No: 26KN00075800)	15.25
03/18/2026	Court Fees		ACE EFiling - Joint Stip to file SAC (Filing ID: 14046896 Envelope No: 26KN00084130)	35.90
03/19/2026	Court Fees		ACE EFiling - Decl of SLY iso Stip for Leave to file SAC (Filing ID: 14050564 Envelope No: 26KN00084451)	15.25
04/13/2026	Court Fees		ACE EFiling - SAC (Filing ID:	15.25



Invoice

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lwlee@diversitylaw.com

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Due Date: 07/23/2026

PO #:

Invoice Total: \$2,200.51

Payment Applied: \$0.00

Total Due: \$2,200.51

			14221901 Envelope No: 26KN00098757)	
06/03/2026	Court Fees		ACE EFiled - CMS (Filing ID: 14581968 Envelope No: 26KN00129376)	15.25
07/23/2026	Court Fees		WIP	300.00
Subtotal:				\$2,200.51
Total:				\$2,200.51

EXHIBIT 3

Time and Task Summary
for Shatswell v. Senior Doc Management, LLC et al.
Simon L. Yang

Description of Work	Hours
Review Plaintiff's wage statements and other documents	2.4
Review LWDA notice and related documents	0.7
Draft and revise complaint; confer with co-counsel on litigation strategy	4.0
Review court's notice of assignment, case management orders	0.9
Review answer to complaint	0.3
Draft first amended complaint and stipulation for leave to amend	0.8
Prepare and respond to various case management correspondences with defendant, co-counsel, and plaintiffs	3.9
Review arbitration agreement, meet and confer with defendant regarding same, draft and revise joint stipulation to dismiss class claims	3.6
Draft pre-mediation requests for information	0.8
Review defendant's production of documents and information for mediation	4.6
Analyze, prepare, and revise exposure model for mediation	1.7
Draft and revise mediation brief	5.8
Prepare for and attend mediation	8.0
Draft second amended complaint and stipulation for leave to amend	0.9
Revise settlement documents, including joint stipulation of PAGA settlement, and review administration bids	6.6
Draft and revise approval documents, including motion, declarations, and proposed order	8.0
TOTAL	53.0

EXHIBIT 4