

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for *Plaintiff*

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

ANDREA YESENIA DE ALBA, individually,
on behalf of all others similarly situated,

Plaintiff,

v.

SPRING FERTILITY MANAGEMENT LLC, a
limited liability company; SPRING FERTILITY
MANAGEMENT OAKLAND LLC, a limited
liability company; SPRING FERTILITY
MANAGEMENT SILICON VALLEY LLC, a
limited liability company; SPRING FERTILITY
HOLDINGS, LLC, a limited liability company;
SPRING FERTILITY MASTER MSO LLC, a
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 23CV034590

*Assigned for all purposes to:
Hon. Patrick McKinney
Dept. 18*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: March 25, 2026
Time: 1:30 p.m.
Dept.: 18

Reservation ID: 562407008429

1 This matter came on for hearing on March 25, 2026 at 1:30 p.m., in Department 18 of the
2 above-referenced Court on the Motion for Final Approval of Class Action and PAGA Settlement
3 pursuant to California Rules of Court, Rule 3.769. On October 23, 2025, this Court issued an
4 Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
5 Settlement. Plaintiff Andrea Yesenia De Alba ("Plaintiff") now seeks an order granting final
6 approval of the First Amended Joint Stipulation of Class Action and PAGA Settlement and
7 Release ("Settlement"), a copy of which is attached to the Declaration of Lisa B. Iturriaga in
8 Support of Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit**
9 **1.**

10 Having received and considered the Settlement, the supporting papers filed by the
11 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
12 of Class Action and PAGA Settlement granted on October 23, 2025, and the instant Motion for
13 Final Approval of Class Action and PAGA Settlement, the Court grants final approval of the
14 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

15 1. Pursuant to the Order Granting Plaintiff's Motion for Preliminary Approval of Class
16 Action and PAGA Settlement, the Class Notice was sent to each Class Member by First Class mail.
17 These papers informed Class Members of the terms of the Settlement, their right to receive an
18 Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b)
19 request exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation
20 of their Individual Settlement Payment; and (d) appear at the final approval hearing. No Class
21 Member has objected to the proposed Settlement, and one (1) Class Member has requested
22 exclusion.

23 2. The Court finds and determines that this notice procedure afforded adequate protections
24 to Class Members and provides the basis for the Court to make an informed decision regarding
25 approval of the Settlement based on the responses of the Class. The Court finds and determines
26 that the notice provided in this case was the best notice practicable, which satisfied the
27 requirements of law and due process.

1 3. With respect to the Class and for purposes of approving this Settlement only, this Court
2 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that
3 joinder of all members is impracticable; (b) there are questions of law or fact common to the class
4 and a well-defined community of interest among members of the Class with respect to the subject
5 matter of the action; (c) the claims of Class Representative Andrea Yesenia De Alba are typical of
6 the claims of the Class Members; (d) the Class Representative has fairly and adequately protected
7 the interests of the Class; (e) a class action is superior to other available methods for an efficient
8 adjudication of this controversy; and (f) counsel of record for the Class Representative are qualified
9 to serve as Class Counsel.

10 4. The Court has certified a Class for settlement purposes only, defined as all Defendants’
11 current and former non-exempt employees in the state of California during the Class Period (from
12 December 3, 2018 to September 16, 2025). The Court deems this definition sufficient for purposes
13 of California Rules of Court, Rule 3.765(a).

14 5. The Court hereby confirms John G. Yslas, Arrash T. Fattahi, Lisa B. Iturriaga, and
15 Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel.

16 6. The Court hereby confirms Plaintiff as the Class Representative.

17 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
18 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
19 found that the Settlement was reached as a result of informed and non-collusive arm’s length
20 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate
21 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate
22 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid
23 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
24 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
25 the Settlement and recognizes the significant value accorded to the Class.

26 8. The Court hereby approves that Defendants Spring Fertility Management LLC, Spring
27 Fertility Management Oakland LLC, Spring Fertility Management Silicon Valley LLC, Spring
28

1 Fertility Holdings, LLC, and Spring Fertility Master MSO LLC (collectively, “Defendants”) shall
2 pay a total of \$425,000.00 to resolve this litigation.

3 9. The Court finds and determines that the Individual Settlement Payments to be paid to
4 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
5 hereby gives final approval to and orders the payment of those amounts to be made to the
6 Settlement Class Members in accordance with the Settlement.

7 10. From the Settlement Amount, the Court finds and determines that payment of
8 \$42,500.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
9 Workforce Development Agency will receive 75% (\$31,875.00), and the remaining 25%
10 (\$10,625.00) will be distributed to Aggrieved Employees (defined as all Defendants’ current and
11 former non-exempt employees in the state of California during the PAGA Period [August 19, 2022
12 to September 16, 2025]). The Court hereby grants final approval to and orders the payment of the
13 amount in accordance with the Settlement.

14 11. From the Settlement Amount, the Court finds and determines the Class Representative
15 Service Award of \$10,000.00 to the named Plaintiff is fair and reasonable. The Court hereby grants
16 final approval to and orders the payment of that amount to be paid to the named Plaintiff for her
17 service as a class representative and for her agreement to release claims.

18 12. From the Settlement Amount, the Court finds and determines that the fees and
19 expenses in administering the Settlement incurred by Phoenix Class Action Settlement
20 Administration (“Phoenix”) in the amount of \$9,250.00 are fair and reasonable. The Court hereby
21 grants final approval to and orders the payment of that amount in accordance with the Settlement.

22 13. From the Settlement Amount, the Court hereby awards Class Counsel attorneys’ fees
23 in the amount of \$141,666.67 and litigation costs in the amount of \$23,565.41. The Court hereby
24 grants final approval to and orders the payment of those amounts in accordance with the
25 Settlement.

26 14. Without affecting the finality of this Order or the entry of judgment in any way, this
27 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
28 administration, effectuation and enforcement of this order and the Settlement.

1 15. Defendants shall not have any further liability for costs, expenses, interest, attorneys’
2 fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

3 16. Neither the making of this Settlement nor the entry into the Settlement constitutes an
4 admission by Defendants, nor is this order a finding of the validity of any claims in this case or of
5 any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
6 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken
7 to carry out the terms of the Settlement be construed as an admission or concession by or against
8 Defendants.

9 17. Upon completion of administration of the Settlement, the Settlement Administrator will
10 provide written certification of such completion to the Court, which shall be filed with the Court
11 seven (7) days before the non-appearance compliance hearing set for **March 25, 2027 at 1:30 p.m.**

12 18. The Court hereby enters final judgment in accordance with the terms of the Settlement,
13 the Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
14 Settlement, and this Order.

15 19. The Parties will bear their own costs and attorneys’ fees except as otherwise provided
16 by this Court’s Order awarding Class Counsel’s attorneys’ fees and litigation costs.

17 **IT IS SO ORDERED.**

18
19 Dated: _____

Honorable Patrick McKinney
Judge of the Alameda County Superior Court