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Superior Court of California, County of San Francisco
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

YUNUEN GUTIERREZ BAUTISTA, as individual, on behalf of herself, and all persons similarly situated,

Plaintiff,

v.

SPRING FERTILITY MANAGEMENT, LLC, a Delaware limited liability company, SPRING FERTILITY HOLDINGS, LLC, a Delaware limited liability company, SPRING FERTILITY MANAGEMENT OAKLAND, LLC, a Delaware limited liability company, SPRING FERTILITY MANAGEMENT SILICON VALLEY LLC, a Delaware limited liability company, SPRING FERTILITY MASTER MSO LLC, a Delaware limited liability company, NAM D. TRAN, an individual; PETER KLATSKY, an individual, KIMBERLY KWOK, an individual, CHAU DANG, an Individual, TANYA LY, an Individual, and DOES 1 to 10 inclusive,

Defendants.

CASE NO.: CGC-24-619940

CLASS & REPRESENTATIVE ACTION

FIRST AMENDED COMPLAINT FOR DAMAGES, CIVIL PENALTIES, RESTITUTION AND INJUNCTIVE RELIEF:

(1) FAILURE TO TIMELY PAY MINIMUM WAGES AND OVERTIME COMPENSATION (Labor Code §§ 204, 206, 210, 212, 216, 221, 225.5, 510, 1182.12, 1194, 1197, 1197.1, 1198 and 1199);

(2) FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS OR COMPENSATION IN LIEU THEREOF (Labor Code §§ 204, 226.7 and 512);

(3) FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS OR COMPENSATION IN LIEU THEREOF (Labor Code §§ 204 and 226.7);

(4) FAILURE TO PAY ALL WAGES OWED UPON SEPARATION (Labor Code §§ 201-203, 213, 256);

(5) FAILURE TO PROVIDE PAID SICK LEAVE AND WRITTEN NOTICE OF THE AMOUNT OF SICK LEAVE AVAILABLE (Labor Code § 246);

(6) FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS (Labor Code §§ 226 and 226.3);

(7) FAILURE TO MAINTAIN ACCURATE RECORDS (Labor Code §§ 226(a) and 1174);

(8) FAILURE TO PROVIDE COPIES OF SIGNED DOCUMENTS (Labor Code §432)

(9) FAILURE TO REIMBURSE FOR NECESSARY WORK EXPENSES (Labor Code §§ 2800, 2802, 2804);

(10) VIOLATION OF THE UNFAIR COMPETITION LAW (Bus. & Prof. Code §§ 17200 *et seq.*);

(11) PRIVATE ATTORNEYS GENERAL ACT OF 2004 (Labor Code §§ 2698 *et seq.*);

DEMAND FOR JURY TRIAL

Through this First Amended Complaint, Plaintiff Yunuen Gutierrez Bautista is hereby named as a Plaintiff and Class and PAGA Representative ("Plaintiff") and by and through her attorneys of record, brings this action on behalf of herself and all persons similarly situated against Spring Fertility Management LLC, Spring Fertility Holdings, LLC, Spring Fertility Management Oakland LLC, Spring Fertility Management Silicon Valley LLC, Spring Fertility Master MSO LLC, Nam D. Tran, Peter Klatsky, Kimberly Kwok, Chau Dang, Tanya Ly, and Does 1 through 10 (collectively "Defendants"), on the following grounds:

INTRODUCTION

1. Plaintiff brings this civil action on behalf of herself and all other current or former non-exempt employees who were employed by Defendants in the state of California during the relevant time period (collectively referred to herein as "Spring Fertility employees" or "Employees").

2. Plaintiff, on behalf of herself and other Spring Fertility employees, seek damages, civil penalties, injunctive relief, and restitution, as well as reasonable attorneys' fees and litigation costs, as provided under California law.

3. All allegations in this Complaint are based upon information and belief, except those allegations specifically pertaining to Plaintiffs and their counsel, which are based on personal knowledge. Each allegation in this Complaint has either evidentiary support or is likely to have evidentiary support after a reasonable opportunity to conduct further investigation and discovery.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure § 410.10. Pursuant to Code of Civil Procedure § 382 and California Business and Professions Code § 17203, Plaintiffs bring this action on behalf of themselves and on behalf of all persons similarly situated, as defined herein.

5. This Court has personal jurisdiction over Defendants because each defendant conducts business in the state of California and has caused injuries in and around San Francisco County, as well as throughout the state of California, by and through their acts, omissions, and violations of the California Labor Code and Business and Professions Code, as alleged herein.

6. Venue as to Defendants is proper in this judicial district pursuant to Code of Civil Procedure § 395(a). Each individual defendant transacts business in San Francisco County and is otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Plaintiffs and those similarly situated within San Francisco County and throughout the state of California.

7. Pursuant to Rule 3.400 of the California Rules of Court, this case shall be deemed a complex action because it is filed as a class action and involves specialized case management, extensive discovery and evidence, difficult or novel issues of law and fact, and is likely to require extensive post-judgment supervision.

/ / /

THE PARTIES

I. PLAINTIFF

8. Plaintiff Yunuen Gutierrez Bautista at all material times mentioned herein:

a. Was and is a resident of the County of Santa Clara;

b. Has been employed by Defendants as a non-exempt hourly employee and assigned to work in a Spring Fertility Sunnyvale location in California since approximately August 2024;

c. Has been compensated on an hourly basis;

d. Has not been compensated for all hours worked;

e. Regularly worked more than eight hours per day;

f. Has been subject to Defendants' policy and practice of editing and rounding her timekeeping records so that she did not receive compensation she was entitled to;

g. Has not been compensated the appropriate overtime and/or double time rate for hours worked beyond eight hours per day and 40 hours per week;

h. Has not been timely paid minimum wage and overtime compensation;

i. Has not been provided with legally compliant meal periods or compensation in lieu thereof;

j. Has not been provided with legally compliant rest periods or compensation in lieu thereof;

k. Has not been provided an opportunity to document or report non-compliant meal and rest periods;

l. Has been required to remain readily available to perform work for Defendants during meal and rest periods;

m. Has not been provided with adequate paid sick leave or written notice of the amount of paid sick leave available, as required by California law;

n. Has not been provided with accurate and itemized wage statements;

o. Believes her employee records were not accurately maintained by Defendants;

p. Has not been reimbursed for necessary work expenses;

q. Has been subject to Defendants' unlawful, unfair, and fraudulent business practices;

r. Is a member of the Class and Subclasses described below;

s. Is an "aggrieved employee" as defined by Labor Code § 2699(c); and

t. Complied with the requirements outlined in Labor Code §§ 2698 *et seq.*

II. DEFENDANTS

9. Defendant Spring Fertility Management, LLC is a Delaware limited liability company that does business in California. It is in the business of providing services in fertility and egg freezing treatments. See https://springfertility.com.

10. Spring Fertility Holdings, LLC is a Delaware limited liability company that does business in California. It is in the business of providing services in fertility and egg freezing treatments. See https://springfertility.com

11. Spring Fertility Management Oakland LLC is a Delaware limited liability company that does business in California. It is in the business of providing services in fertility and egg freezing treatments. See https://springfertility.com

12. Spring Fertility Management Silicon Valley LLC is a Delaware limited liability company that does business in California. It is in the business of providing services in fertility and egg freezing treatments. See https://springfertility.com

13. Spring Fertility Master MSO LLC is a Delaware limited liability company that does business in California. It is in the business of providing services in fertility and egg freezing treatments. See https://springfertility.com

14. Plaintiffs are informed and believe, and thereon allege, that each of the Corporate Defendants was, at all relevant times, the alter ego of each of the other Corporate Defendants, in that there existed a unity of interest and ownership among them such that their separate corporate identities

do not in reality exist. The Corporate Defendants shared common ownership, management, employees, and operations, and were used interchangeably in the conduct of business, including the employment of Plaintiffs. An inequitable result would follow if the acts alleged herein are treated as those of any single entity alone. Accordingly, each of the Corporate Defendants is liable for the acts of the others. (*See Sonora Diamond Corp. v. Superior Court (Sonora Union High School Dist.)* (2000) 83 Cal.App.4th 523, 538–539.)

15. Defendant Nam D. Tran is believed to have incorporated Spring Fertility and to be its co-founder, and is also believed to have been the Chief Medical Officer of Spring Fertility during Plaintiff's employment. Mr. Tran is believed to have been employed by Spring Fertility and is alleged to have acted individually and as an officer, agent, or employee of Spring Fertility, and is therefore personally liable for many of the Labor Code violations described herein. *See Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-13; Labor Code §1197.1(a). Mr. Tran is believed to have exercised oversight and influence over Spring Fertility's operations, including its wage, hour, and timekeeping policies and practices at issue. Plaintiffs allege that Mr. Tran approved, directed, and/or ratified the policies requiring employees to clock out while continuing to perform work and to record meal periods that were not actually provided, among other labor code-violating policies described herein. Accordingly, Mr. Tran was an "employer" and/or a person acting on behalf of an employer who violated, or caused to be violated, provisions regulating minimum wages and hours and days of work within the meaning of Labor Code § 558.1, and is therefore liable for the violations alleged herein. See *Espinoza v. Hepta Run, Inc*. (2022) 74 Cal.App.5th 44, 57–60.

16. Plaintiffs further allege that Defendant Tran holds stock or other ownership interests in the Corporate Defendants named herein. On information and belief, Defendant Tran is, and at all relevant times was, an owner, shareholder, and/or member of Spring Fertility Management LLC, Spring Fertility Holdings, LLC, Spring Fertility Management Oakland LLC, Spring Fertility Management Silicon Valley LLC, and/or Spring Fertility Master MSO LLC, holding a direct ownership interest that gives him a unity of interest and ownership with those entities. Defendant Tran is also

believed to exercise control over the business operations, finances, and labor relations of these entities, including commingling corporate and personal funds, directing corporate assets for personal use, maintaining inadequate corporate records, operating with inadequate capitalization, using the same offices and employees, and otherwise failing to maintain arm's-length separateness between related entities such that there exists a unity of interest and ownership between Defendant Tran and the Corporate Defendants. (*See Zoran Corp. v. Chen* (2010) 185 Cal.App.4th 799, 811; *Sonora Diamond Corp. v. Superior Court (Sonora Union High School Dist.)* (2000) 83 Cal.App.4th 523, 538–539.) Plaintiffs allege that an unjust result would follow if these Corporate Defendants were treated as the sole actors because Defendant Tran acted as an alter ego of the corporations. (*See Vasey v. California Dance Co.* (1977) 70 Cal.App.3d 742, 749; *Riddle v. Leuschner* (1959) 51 Cal.2d 574, 580; *S.E.C. v. Hickey* (9th Cir. 2003) 322 F.3d 1123, 1128.)

17. Defendant Peter Klatsky is believed to have incorporated Spring Fertility and to be its co-founder, and is also believed to have been the Chief Executive Officer of Spring Fertility during Plaintiff's employment. Mr. Klatsky is believed to have been employed by Spring Fertility and is alleged to have acted individually and as an officer, agent, or employee of Spring Fertility, and is therefore personally liable for many of the Labor Code violations described herein. *See Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-13; Labor Code §1197.1(a). Plaintiffs allege that Mr. Klatsky approved, directed, and/or ratified the policies requiring employees to clock out while continuing to perform work and to record meal periods that were not actually provided, among other labor code-violating policies. Accordingly, Mr. Klatsky was an "employer" and/or a person acting on behalf of an employer who violated, or caused to be violated, provisions regulating minimum wages and hours and days of work within the meaning of Labor Code § 558.1, and is therefore liable for the violations alleged herein. See *Espinoza v. Hepta Run, Inc*. (2022) 74 Cal.App.5th 44, 57–60.

18. Plaintiffs further allege that Defendant Klatsky holds stock or other ownership interests in the Corporate Defendants named herein. On information and belief, Defendant Klatsky is, and at all relevant times was, an owner, shareholder, and/or member of Spring Fertility Management LLC,

Spring Fertility Holdings, LLC, Spring Fertility Management Oakland LLC, Spring Fertility Management Silicon Valley LLC, and/or Spring Fertility Master MSO LLC, holding a direct ownership interest that gives him a unity of interest and ownership with those entities. Defendant Klatsky is also believed to exercise control over the business operations, finances, and labor relations of these entities, including commingling corporate and personal funds, directing corporate assets for personal use, maintaining inadequate corporate records, operating with inadequate capitalization, using the same offices and employees, and otherwise failing to maintain arm's-length separateness between related entities such that there exists a unity of interest and ownership between Defendant Klatsky and the Corporate Defendants. (*See Zoran Corp. v. Chen* (2010) 185 Cal.App.4th 799, 811; *Sonora Diamond Corp. v. Superior Court (Sonora Union High School Dist.)* (2000) 83 Cal.App.4th 523, 538–539.) Plaintiffs allege that an unjust result would follow if these Corporate Defendants were treated as the sole actors because Defendant Klatsky acted as an alter ego of the corporations. (*See Vasey v. California Dance Co.* (1977) 70 Cal.App.3d 742, 749; *Riddle v. Leuschner* (1959) 51 Cal.2d 574, 580; *S.E.C. v. Hickey* (9th Cir. 2003) 322 F.3d 1123, 1128.)

19. Defendant Kimberly Kwok is believed to be the Supervisor during Plaintiff's employment. Ms. Kwok is believed to have been employed by Spring Fertility and is alleged to have acted individually and as an officer, agent, or employee of Spring Fertility. Therefore, Ms. Kwok may be liable for many of the Labor Code violations described herein. *See Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-13; Labor Code §1197.1(a). Ms. Kwok personally edited Employees' time records, including altering recorded meal periods, and directed Employees when to clock out and back in for lunch, thereby exercising control over Employees' wages, hours, and working conditions and causing, directing, and/or ratifying the wage-and-hour violations alleged herein. Accordingly, Ms. Kwok was an "employer" and/or a person acting on behalf of an employer who violated, or caused to be violated, provisions regulating minimum wages and hours and days of work within the meaning of Labor Code § 558.1, and is therefore liable for the violations alleged herein. *See also Espinoza v. Hepta Run, Inc.* (2022) 74 Cal.App.5th 44, 57–60.

20. Defendant Chau Dang is believed to be the Supervisor and/or Senior Medical Assistant during Plaintiff's employment. Chau Dang is believed to have been employed by Spring Fertility and is alleged to have acted individually and as an officer, agent, or employee of Spring Fertility. Therefore, Chau Dang may be liable for many of the Labor Code violations described herein. *See Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-13; Labor Code §1197.1(a). Defendant Dang routinely instructed Employees via company chat to clock out and back in at designated times for lunch, even while Employee was performing work duties, thereby exercising control over Employees' wages, hours, and working conditions and causing, directing, and/or ratifying the wage-and-hour violations alleged herein. Accordingly, Chau Dang was an "employer" and/or a person acting on behalf of an employer who violated, or caused to be violated, provisions regulating minimum wages and hours and days of work within the meaning of Labor Code § 558.1, and is therefore liable for the violations alleged herein. *See also Espinoza v. Hepta Run, Inc.* (2022) 74 Cal.App.5th 44, 57–60.

21. Defendant Tanya Ly is believed to be the Supervisor/and or Senior Lead Medical Assistant during Plaintiff's employment. Tanya Ly is believed to have been employed by Spring Fertility and is alleged to have acted individually and as an officer, agent, or employee of Spring Fertility. Therefore, Tanya Ly may be liable for many of the Labor Code violations described herein. *See Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-13; Labor Code §1197.1(a). Defendant Ly issued similar chat instructions directing Employees when to clock out and in for lunch, thereby exercising control over Employees wages, hours, and working conditions and causing, directing, and/or ratifying the wage-and-hour violations alleged herein. Accordingly, Tanya Ly was an "employer" and/or a person acting on behalf of an employer who violated, or caused to be violated, provisions regulating minimum wages and hours and days of work within the meaning of Labor Code § 558.1, and is therefore liable for the violations alleged herein. *See also Espinoza v. Hepta Run, Inc.* (2022) 74 Cal.App.5th 44, 57–60.

22. Moreover, with respect to all named Individual Defendants, Labor Code Section 558.1 states:

> "Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation."

Labor Code Section 558.1. The term "other person acting on behalf of an employer" includes a person who is "an owner, director, officer, or managing agent of the employer." *Id.* The Courts have held that this statute creates individual liability on a "person acting on behalf of an employer", and allows for a private right of action, for many of the wage and hour Labor Code violations asserted in this case. *Seviour-Iloff v. LaPaille* (2022) 80 Cal.App.5th 427, 440-443. In *Seviour-Iloff* the Court held the statutory language "achieves the Legislature's goals by allowing employees to hold certain individuals liable for wage violations" and "allowing for a private right of action." *Id*. The Court subsequently found an individual liable for the Labor Code violations. *Id.* Similarly, in *Espinoza*, the Court held an employee can recover damages for wage and hour violations from an individual owner or officer of the employer. The Court noted Section 558.1 "was intended by the Legislature to expand liability for wage and hour violations and discourage business owners from rolling up their operations and walking away from their debts to workers and starting a new company." *Espinoza v. Hepta Run*, Inc. (2022) 74 Cal.App.5th 44, 58.) "An owner's or officer's approval of a corporate policy that violates the Labor Code is sufficient to find that individual caused the Labor Code violation." *Ibid*. The court subsequently found the individual owner of the corporation personally liable for the wage and hour violations at issue. *Id.* at 58-60.

23. In addition, Plaintiffs allege the individual Defendants Tran and Klatsky can be personally liable under the alter ego theory. Under the common law, an application of the alter ego doctrine allows a court to disregard the corporate entity and treat the corporation's acts as if they were done by the persons actually controlling the corporation.

> "'Ordinarily, a corporation is regarded as a legal entity separate and distinct from its stockholders, officers and directors. Under the alter ego doctrine, however, where a corporation is used by an individual or individuals, or by another corporation, to perpetrate fraud, circumvent a statute, or accomplish some other wrongful or inequitable purpose, a court may disregard the corporate entity and

> treat the corporation's acts as if they were done by the persons actually controlling the corporation.'"

Capon v. Monopoly Game LLC (2011) 193 Cal.App.4th 344, 357; *Sonora Diamond Corp. v. Superior Court* (2000) 83 Cal.App.4th 523, 538 [emphasis added].) Thus, a corporate identity may be disregarded--the "corporate veil" pierced--where an abuse of the corporate privilege justifies holding the equitable ownership of a corporation liable for the actions of the corporation. *Sonora, supra,* 83 Cal.App.4th at 538; *see also Roman Catholic Archbishop v. Superior Court* (1971) 15 Cal. App. 3d 405, 411).

24. Plaintiffs are informed and believe, and thereon allege, that at all times relevant to this complaint, Defendants have essentially operated, and currently cooperate, as an integrated business enterprise and should therefore be treated as a single employer. Although Defendants have multiple corporate, entity, and individual personalities, they have largely acted as one enterprise, and this enterprise has been so handled that it should respond as a whole for the acts committed by Defendants.

25. Plaintiffs allege that each Defendant named herein was Plaintiff's employer and/or joint employer within the meaning of the California Labor Code, the applicable Industrial Welfare Commission ("IWC") Wage Orders, and controlling case law, including *Martinez v. Combs* (2010) 49 Cal.4th 35.

26. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise, of Does 1 through 10, are unknown to Plaintiffs, who therefore sue these defendants by such fictitious names pursuant to Code of Civil Procedure § 474. Plaintiffs will amend their complaint to allege the true names and capacities of Does 1 through 10 when they are ascertained.

27. At all times relevant to this complaint, acts alleged to have been done by Defendants are also alleged to have been done by the unascertained defendants mentioned above, and by each of their agents and employees who acted within the scope of their agency and/or employment.

28. At all times mentioned herein, each defendant acted as an agent, servant, employee, co-conspirator, alter-ego, and/or joint venture of the other defendants, and in doing the things alleged

herein acted within the course and scope of such agency, employment, alter-ego, and/or in furtherance of the joint venture.

29. At all times mentioned herein, the acts and omissions of each of the defendants concurrently contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the wrongful conduct, harm, and damages alleged herein. Each of the Defendants approved of, condoned, or otherwise ratified each and every one of the acts or omissions complained of herein. Each defendant and Doe defendant were and are acting with the authority of each and every other defendant and are acting as agents of each and every other defendant or Doe defendant.

FACTUAL ALLEGATIONS

30. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all paragraphs of this Complaint.

31. Plaintiffs allege, based on information and belief, that all Spring Fertility employees employed by Defendants in California are subject to the same and/or similar policies, practices, procedures, guidelines, and/or culture set forth herein.

32. Plaintiffs also allege that they and other current or former Spring Fertility employees in California have suffered, and will continue to suffer, the same and/or similar violations of law described herein.

33. Plaintiff Yunuen Gutierrez Bautista has been employed by Defendants in an hourly, non-exempt capacity since approximately August 2024. Throughout her employment, Plaintiff has been assigned to work in a Spring Fertility Sunnyvale location in California.

34. Plaintiffs are informed and believe, and allege thereon, that Defendants employ a number of individuals in an hourly, non-exempt capacity who work at various worksites in the state of California.

35. During the relevant time period, Defendants routinely required Spring Fertility employees to work more than eight hours per day.

36. Plaintiffs allege that as a matter of policy and practice, Defendants do not properly compensate Spring Fertility employees for all hours worked. Plaintiffs contend that Spring Fertility required them and other Employees to perform work on behalf of Spring Fertility without compensation.

37. As a policy, practice, guideline, procedure, and/or culture, Spring Fertility often required its Employees to work off the clock.

38. For example, Plaintiffs and other Employees were often required to clock in and out on a time sheet that had to be approved by the supervisor. Recording any overtime is disfavored and unauthorized. Employees are instructed to not record overtime without prior authorization from the supervisor. The company policy is that overtime has to be "pre-approved," and Employees often risk discipline when recording any overtime. However, because Spring Fertility Employees are required to engage in their job duties at all times, including patient care and assisting with procedures, they are often required to work more than eight hours a day to complete the assigned tasks and duties. Plaintiffs allege that the supervisors often edit their and other Employees' time sheets to shave hours worked, and/or engage in time rounding, so that they do not receive the proper minimum and/or overtime wages. Plaintiffs and other Employees are also required to report to work approximately 15 min before the scheduled start of the shift, in order to change into the required uniform at the location, without compensation for that time. Plaintiffs and other Employees are also required to clean and disinfect exam rooms at the end of the day, often after clocking out. Plaintiffs and other Employees thus often work off the clock before clocking in and after clocking out, without compensation for that time.

39. Plaintiffs and other Employees regularly work off the clock during the time Spring Fertility deducts from their time records as "meal breaks," even though the Employees are not provided with a legally compliant meal break. Spring Fertility regularly required its Employees to record a meal break despite being unable to take a break, and instead instructed Employees to work through breaks.

40. Spring Fertility regularly modified its Employees' time sheets, and inserted a meal break when in fact Employees had no opportunity to take a legally compliant break. As such, Spring Fertility

often adjusts its Employees' time records to reflect meal breaks of exactly 30 min in length, regardless of whether Employees are provided with meal breaks.

41. Plaintiffs and other Employees were often instructed and required to clock out for a meal break using the application on their phones, and continue working, including: being in a room with a patient and/or medical provider, conducting and/or assisting with a procedure, scheduling appointments, taking vitals, assisting and rooming patients, completing blood work, stocking, cleaning the exam rooms, obtaining and uploading lab results, completing various medical forms, and communicating on the company work chat, among other duties. Plaintiffs and other Employees are also often required to monitor patient interaction with the provider while off the clock.

42. Plaintiffs and other Employees are routinely required to report, and do report in a work group chat, the status of patients, jobs, and duties assigned to them, indicating that they are either with a patient, doctor, or in a procedure, while, according to Spring Fertility's time records, being "clocked out" and "off the clock."

43. The Spring Fertility supervisors often send messages to Plaintiffs and other Employees directing them to clock out for a meal break, and then clock back in exactly after 30 min, but continue working. On a number of occasions, Plaintiffs were directed to clock out for a meal break on their phones while they were actively assisting on a procedure with a patient. On several occasions, when Plaintiffs could not access their phone to clock out because they were actively working on a procedure with a patient in an exam room, they were forced by their supervisor to ask their co-worker to access their phone that was outside the room to clock them out for a meal break, and then clock back in after exactly 30 min, despite the fact they were unable to take a meal break while assisting patients. However, Employees that do not follow Spring Fertility instructions risk discipline, retaliation, and termination.

44. Spring Fertility regularly instructs Plaintiffs and other Employees to clock out for a meal break before the fifth hour of work, but continue with their work duties as described herein and not take that break, and then try to take a break if there is some downtime later on in the day. In fact, Chau

Dang, a supervisor and/or Senior Medical Assistant at Spring Fertility, stated in an employee work group chat that it is the Spring Fertility practice and/or culture to "*clock out for lunch at 11 (or before your 5th hour) and take it whenever you're free lol.*"

45. As such, Plaintiffs assert that Spring Fertility has a policy, practice, guideline, procedure, and/or culture of automatically deducting a thirty-minute meal period from the hours worked by its Employees regardless of whether they were actually provided with an opportunity to take a thirty-minute meal period free from all work activities. Employees thus regularly engage in work-related activities during the time that Spring Fertility automatically deducts from their time worked.

46. In addition, Employees are required to complete various mandatory trainings while off the clock, without compensation.

47. Plaintiffs thus assert they and other Employees were often required to perform work on behalf of Spring Fertility outside of the work hours recorded by Spring Fertility, without proper compensation for minimum and overtime/double time wages.

48. In addition, Employees, including Plaintiffs, were regularly required to respond to calls and messages from their supervisors, medical assistants, and providers, outside of work hours, without compensation for the time spent responding to calls and/or messages.

49. As such, Plaintiffs and other Employees did not receive the minimum, overtime, and/or double time compensation they are entitled to. Thus, Plaintiffs allege Spring Fertility regularly shaves and/or shortens Employees' hours worked and does not compensate its non-exempt employees for all time worked as required by California law.

50. Plaintiffs contend that as a policy, practice, guideline, procedure, and/or culture, Spring Fertility regularly requires Employees to work more than 8 hours per day and/or 40 hours per week, without being paid the appropriate overtime and/or double time compensation. Because Spring Fertility failed to appropriately pay overtime and/or double time compensation to Employees who worked more than 8 hours per day and/or 40 hours per week, Spring Fertility did not pay its non-exempt employees in accordance with California law.

51. Additionally, Plaintiffs allege that Spring Fertility fails to timely pay all earned wages. For instance, the paychecks Plaintiffs and other Employees receive from Spring Fertility do not include compensation for all hours worked as described herein. Therefore, it was difficult to track what hours Employees were being paid for and at what rate. Plaintiffs assert that despite notifying Spring Fertility of the error, Spring Fertility did not promptly remedy the issues by paying all wages earned and due.

52. Plaintiffs further allege that Spring Fertility has a policy, practice, guideline, procedure, and/or culture of editing its employees' clock-in and clock-out records so that they do not receive the minimum, overtime, and double-time compensation they are entitled to.

53. Plaintiffs assert that Defendants do not provide Spring Fertility employees with an opportunity to take a 30-minute off-duty meal period when they work five or more hours in a workday because Defendants require their employees to be readily available to perform work during meal periods. As a matter of policy and practice, Defendants do not schedule any meal periods for their employees.

54. Plaintiffs contend that on the rare occasions when they and other Spring Fertility employees are provided with a meal period, the meal periods are often late, short or interrupted due to Defendants' requirement that Spring Fertility employees engage in their job duties throughout the duration of their shift.

55. Additionally, even though Spring Fertility Employees often worked more than 10 hours in a day, Spring Fertility failed to provide them with a second meal period of at least thirty minutes.

56. As discussed herein, Plaintiffs contend that Spring Fertility has a policy, practice, guideline, procedure, and/or culture of automatically deducting 30 minutes for a meal period regardless of whether Employees were provided with the opportunity to take a legally compliant meal period. As such, Spring Fertility often adjusted its' Employees timesheets to reflect meal breaks, even though a compliant meal break was not taken.

57. Plaintiffs also contend that Spring Fertility requires Employees to carry a personal cell phone and/or tablet for the entire duration of their work shift, including during meal periods. Spring

Fertility Employees were also expected to be readily available to perform work on behalf of Spring Fertility during meal periods, such as by responding to calls and/or messages, among other things. As a result, Spring Fertility Employees were not provided with meal periods that were free from work or interruption.

58. Plaintiffs allege that Defendants' policies and practices do not authorize and permit Spring Fertility employees to take off-duty rest periods for every four hours worked or a major fraction thereof. In order to complete their assigned duties, Plaintiffs and other Spring Fertility employees were often compelled and/or encouraged to take short or interrupted rest periods, or to forgo their rest periods altogether.

59. Plaintiffs allege that although Defendants were aware that Spring Fertility employees were not receiving meal and rest periods that comply with California law, they do not pay the premium required under Labor Code § 226.7, nor do they have a procedure or mechanism for Spring Fertility employees to report or document non-compliant meal and rest breaks.

60. Plaintiffs contend that as a result of Defendants' failure to account for all hours worked, they and other Spring Fertility employees did not accrue paid sick leave at the rate of one hour of paid sick leave for every 30 hours worked, as required under California law. In addition, Plaintiffs and other Spring Fertility employees were unable to determine how much paid sick leave they had available to them because Defendants failed to provide written notice of such, as required under Labor Code § 246(i).

61. Plaintiffs contend that over the course of the relevant time period, Defendants have consistently provided they and other nonexempt employees with wage statements that do not comply with California law. Specifically, by rounding and editing employees' timekeeping records, Defendants violate Labor Code § 226(a) because the gross and net wages earned, total hours worked, and the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate do not accurately reflect all of the hours employees actually work, including overtime hours.

62. On information and belief, Plaintiffs allege that as a result of Defendants' failure to pay premium wages for missed or non-compliant meal and rest periods, as well as overtime and minimum wages for all work performed, Defendants also willfully failed to pay nonexempt employees all wages owed upon termination as required under Labor Code §§ 201 and 202. As such, Spring Fertility employees who were terminated or resigned during the relevant time period are entitled to waiting time penalties under Labor Code § 203.

63. As a result of the policies and practices described herein, including but not limited to Defendants' failure to accurately record and compensate Spring Fertility employees for all hours worked, Plaintiffs allege that Defendants knowingly and intentionally failed to maintain accurate employment records, as required under California law.

64. Plaintiffs also assert that Defendants failed to reimburse Spring Fertility employees for necessary work expenses in violation of Labor Code §§ 2800 and 2802.

65. Plaintiffs assert that as a policy, practice, guideline and/or procedure, Spring Fertility requires its Employees to wear a distinctive uniform as a condition of their employment. In addition, Spring Fertility requires its Employees to wear blue, white or black long sleeve top and white, grey, or black shoes while working on behalf of Spring Fertility. As a practice or procedure, Spring Fertility neither provides Employees with the long sleeve top and the shoes, nor reimburses its Employees for the cost of purchasing and/or maintaining the required uniform in violation of California law.

66. Plaintiffs and other Employees are required to use their personal cell phones for work-related issues, including responding to calls and/or messages from supervisors and co-workers, clocking in and out, providing status reports about patients, communicating in the work group chat, uploading information into Electronic Medical Records (EMR), among other things. However, Spring Fertility fails to reimburse Employees for a percentage of the cell phone bill.

67. In addition, Plaintiffs and other Employees were required to complete mandatory trainings and licenses, without reimbursement for the cost. For example, Spring Fertility required "CPT 1" license as a condition of employment, threatening that Employees "will lose their jobs" if they do

not get the license, which costs approximately $1,500. However, Spring Fertility failed to reimburse for the cost of the various trainings/licenses they required. Plaintiffs are informed and believe that only at the beginning of 2026, Spring Fertility started reimbursing its Employees for some of the required licenses, but continues to refuse to reimburse for the costs incurred prior to that.

68. On September 13, 2024, and February 09, 2026, Predecessor representative Isella Cantu and Yunuen Gutierrez submitted notices to the California Labor and Workforce Development Agency ("LWDA") and Defendants informing them of Defendants' alleged Labor Code violations pursuant to the Private Attorneys General Act of 2004 ("PAGA"). True and correct copies of the notices are attached hereto as **Exhibit 1** and **Exhibit 2,** and are incorporated herein by this reference.

69. To date, the LWDA has not provided notice of whether it intends to investigate the alleged violations. Therefore, Plaintiffs have the right to pursue their claims under PAGA in a representative capacity pursuant to Labor Code §§ 2698 *et seq.*

70. Plaintiffs believe that additional violations may be discovered, and therefore reserve their right to allege any additional violations of the law as investigation and discovery warrants. In the event Plaintiffs discover additional violations throughout the discovery process, Plaintiffs will seek to amend their Complaint.

CLASS DEFINITIONS

71. Plaintiffs bring this action on behalf of themselves and on behalf of all others similarly situated, and therefore seek class certification under Code of Civil Procedure § 382.

72. Plaintiffs' proposed Class is defined as all current or former non-exempt employees who were employed by Defendants in the state of California at any time from September 17, 2025 through the present date (hereinafter the "Class Period") who suffered one or more of the violations alleged herein. To the extent that equitable tolling operates to toll the claims by the classes against Defendants, the Class Period should be adjusted accordingly.

73. Plaintiffs will also seek to certify the following Subclasses:

a. Meal Period Subclass: All current or former non-exempt Spring Fertility

employees employed by Defendants in the state of California who were not provided with the opportunity to take legally compliant meal periods or compensation in lieu thereof in violation of California law during the Class Period.

b. Rest Period Subclass: All current or former non-exempt Spring Fertility employees employed by Defendants in the state of California who were not authorized and permitted to take legally compliant rest periods or compensation in lieu thereof in violation of California law during the Class Period.

c. Unpaid Wages Subclass: All current or former non-exempt Spring Fertility employees employed by Defendants in the state of California who were not properly paid for all hours worked in violation of California law during the Class Period.

d. Waiting Time Penalties Subclass: All former non-exempt Spring Fertility employees employed by Defendants in the state of California who were not paid all wages due upon separation or termination of the employment relationship in violation of California law during the Class Period.

e. Paid Sick Leave Subclass: All current or former non-exempt Spring Fertility employees employed by Defendants in the state of California who were not provided with paid sick leave in violation of California law during the Class Period.

f. Wage Statement Subclass: All current or former non-exempt Spring Fertility employees employed by Defendants in the state of California who were not provided with accurate and itemized wage statements in violation of California law during the Class Period.

g. Employment Records Subclass: All current or former non-exempt Spring Fertility employees employed by Defendants in the state of California whose

information was not accurately recorded or maintained in violation of California law during the Class Period.

h. Reimbursement Subclass: All current or former non-exempt Spring Fertility employees employed by Defendants in the state of California who were not reimbursed for necessary work expenses in violation of California law during the Class Period.

i. Unfair Competition Subclass: All current or former non-exempt Spring Fertility employees employed by Defendants in the state of California who were subject to Defendants' unlawful, unfair, and fraudulent business practices in violation of California law during the Class Period.

74. Members of the Class and Subclasses are all "employees" as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions in the state of California.

75. More precise definitions of the Class and Subclass may be determined after further investigation and discovery. Plaintiffs reserve their right to redefine them at any time prior to the Court's order on Plaintiff's Motion for Class Certification as provided by law. (Cal. Rules of Court, rule 3.765(b).)

CLASS ALLEGATIONS

76. Plaintiffs bring this action on behalf of themselves, and on behalf of all persons within the defined Class and Subclasses included herein.

77. This class action meets the statutory prerequisites for the maintenance of a class action, as set forth in Code of Civil Procedure § 382 and Civil Code § 1781:

a. The persons who comprise the Class and Subclasses are so numerous that the joinder of all such persons is impracticable and the disposition of their claims as a class will benefit the parties and the Court;

b. Nearly all factual, legal, statutory, declaratory and injunctive relief issues that are

raised in this Complaint are common to the Class and Subclasses and will apply uniformly to every member of the Class and/or Subclasses, and as a practical matter, will be dispositive of the interests of the other members not party to the adjudication;

c. The parties opposing the Class and Subclasses have acted or have refused to act on grounds generally applicable to the Class and Subclasses, thereby making final injunctive relief or declaratory relief appropriate with respect to the Class and Subclasses as a whole; and

d. Common questions of law and fact exist as to the members of the Class and Subclasses and predominate over any question affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

i. The interests of class members in individually controlling the prosecution or defense of separate actions;

ii. The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class and Subclasses;

iii. The desirability or undesirability of concentrating the litigation of the claims in this particular forum; and

iv. The likely difficulties in the managing of a class action.

78. The Court should permit this action to be maintained as a class action pursuant to Code of Civil Procedure §382 and Civil Code §1781 because:

a. Questions of law and fact common to the Class and Subclasses are substantially similar and predominate over any questions affecting only individual members;

b. A class action is superior to any other available method for the fair and efficient adjudication of class members' claims;

c. The members of the Class and Subclasses are so numerous that it is impractical

to bring all class members before the Court;

d. Plaintiff's claims are typical of the claims of the Class and Subclasses;

e. Class members will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;

f. There is a community of interest in obtaining appropriate legal and equitable relief for the common law and statutory violations and other improprieties alleged, and in obtaining adequate compensation for the damages that Defendants' actions have inflicted upon the Class and Subclasses;

g. Plaintiffs can fairly and adequately protect the interests of the Class and Subclasses;

h. There is a community of interest in ensuring that the combined assets and available insurance of Defendants is sufficient to adequately compensate the class members for the injuries sustained; and

i. Defendants have acted or refused to act on grounds generally applicable to the Class and Subclasses, thereby making final injunctive relief appropriate with respect to the Class and Subclasses as a whole.

PAGA COLLECTIVE

79. The proposed PAGA Collective consists of all current and former non-exempt employees of Defendants in the state of California (collectively referred to herein as "Spring Fertility employees" or "Employees") during the period from September 17, 2025 through the present date (the "PAGA Period"). To the extent that equitable tolling operates to toll the claims by the PAGA Collective against Defendants, the PAGA Period should be adjusted accordingly.

80. Plaintiffs assert that all members of the PAGA Collective are "employees" as the term is used and defined in the Labor Code and the applicable Industrial Welfare Commission ("IWC") Wage Orders regulating wages and working conditions in the state of California.

81. A more precise definition of the PAGA Collective may be determined after further

investigation and discovery. Plaintiffs reserve their right to redefine the PAGA Collective in accordance with California law.

FIRST CAUSE OF ACTION

(By Plaintiffs Individually and on Behalf of the Class Against Defendants)

FAILURE TO TIMELY PAY MINIMUM, REGULAR, OVERTIME AND/OR DOUBLE TIME WAGES

[Labor Code §§ 204, 206, 210, 212, 216, 221, 225.5, 510, 1182.12, 1194, 1197, 1197.1, 1198 and 1199 and IWC Wage Order No. 4-2001]

82. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all paragraphs of this Complaint.

83. Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work.

84. Labor Code § 1197 requires employers to pay their employees the minimum wage as fixed by the commission and further states that payment of wages lower than the fixed minimum for all time worked is unlawful.

85. Labor Code § 1197.1 makes it unlawful for any employer or any other person acting either individually or as an officer, agent, or employee of another person, to pay an employee, or cause an employee to be paid less than the applicable minimum wage.

86. Similarly, under Labor Code § 558.1, "Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, §§ 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." Subsection (b) further provides that "the term 'other person acting on behalf of an employer' is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term 'managing agent' has the same meaning as in subdivision (b) of § 3294 of the Civil Code."

87. Under Labor Code § 510 it is unlawful for an employer to employ persons for more than eight hours per day or 40 hours per week without compensating them at the rate of one and one-half or two times the employee's regular pay rate, depending on the number of hours worked. (*See also* IWC Wage Order No. 4-2001, Subdiv. 3(A).)

88. Any work in excess 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. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Labor Code § 510.

89. An employee may not waive his or her right to overtime compensation and any agreement by the employee to accept less than the statutorily required rate is unenforceable as a matter of law. (*Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1430.)

90. § 1194(a) of the Labor Code states:

> Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

91. Plaintiffs contend that Defendants failed to pay them and other Spring Fertility employees the required minimum wages and overtime/double time wages for all time worked.

92. During the relevant time period, Defendants had, and continue to have, a policy and practice of requiring Spring Fertility employees to work at least six hours per day.

93. Plaintiffs assert that, as a policy, practice, guideline, procedure, and/or culture, Spring Fertility does not properly compensate its Employees for all hours worked. Plaintiffs contend that Spring Fertility required them and other Employees to perform work on behalf of Spring Fertility without compensation.

94. As a policy, practice, guideline, procedure, and/or culture, Spring Fertility often required its Employees to work off the clock.

95. Defendants require Spring Fertility employees to clock-in and out of their job on a timesheet that had to be approved by the supervisor. Recording any overtime is disfavored and unauthorized. Employees are instructed to not record overtime without prior authorization from the supervisor. The company policy is that overtime has to be "preapproved," and Employees often risk discipline when recording any overtime. However, because Spring Fertility Employees are required to engage in their job duties at all times, including patient care and assisting with procedures, they are often required to work more than eight hours a day to complete the assigned tasks and duties.

96. Plaintiffs allege that the supervisors often edit their and other Employees' time sheets to shave hours worked, and/or engage in time rounding, so that they do not receive the proper minimum and/or overtime wages. Plaintiffs and other Employees are also required to report to work approximately 15 min before the scheduled start of the shift, in order to change into the required uniform at the location, without compensation for that time. Plaintiffs and other Employees are also required to clean and disinfect exam rooms at the end of the day, often after clocking out. Plaintiffs and other Employees thus often work off the clock before clocking in and after clocking out, without compensation for that time.

97. Plaintiffs and other Employees regularly work off the clock during the time Spring Fertility deducts from their time records as "meal breaks," even though the Employees are not provided with a legally compliant meal break. Spring Fertility regularly required its Employees to record a meal break despite being unable to take a break, and instead instructed Employees to work through breaks.

98. Spring Fertility regularly modified its Employees' time sheets, and inserted a meal break when in fact Employees had no opportunity to take a legally compliant break. As such, Spring Fertility often adjusts its Employees' time records to reflect meal breaks of exactly 30 min in length, regardless of whether Employees are provided with meal breaks.

99. Plaintiffs and other Employees were often instructed and required to clock out for a meal break using the application on their phones, and continue working, including: being in a room with a patient and/or medical provider, conducting and/or assisting with a procedure, scheduling

appointments, taking vitals, assisting and rooming patients, completing blood work, stocking, cleaning the exam rooms, obtaining and uploading lab results, completing various medical forms, and communicating on the company work chat, among other duties. Plaintiffs and other Employees are also often required to monitor patient interaction with the provider while off the clock.

100. Plaintiffs and other Employees are routinely required to report, and do report in a work group chat, the status of patients, jobs, and duties assigned to them, indicating that they are either with a patient, doctor, or in a procedure, while, according to Spring Fertility's time records, being "clocked out" and "off the clock."

101. The Spring Fertility supervisors often send messages to Plaintiffs and other Employees directing them to clock out for a meal break, and then clock back in exactly after 30 min, but continue working. On a number of occasions, Plaintiffs were directed to clock out for a meal break on their phones while they were actively assisting on a procedure with a patient. On several occasions, when Plaintiffs could not access her phone to clock out because they were actively working on a procedure with a patient in an exam room, they were forced by her supervisor to ask their co-worker to access their phone that was outside the room to clock them out for a meal break, and then clock back in after exactly 30 min, despite the fact they were unable to take a meal break while assisting patients. However, Employees that do not follow Spring Fertility instructions risk discipline, retaliation, and termination.

102. Spring Fertility regularly instructs Plaintiffs and other Employees to clock out for a meal break before the fifth hour of work, but continue with their work duties as described herein and not take that break, and then try to take a break if there is some downtime later on in a day. In fact, Chau Dang, a supervisor and/or Senior Medical Assistant at Spring Fertility, stated in an employee work group chat that it is the Spring Fertility practice and/or culture to "clock out for lunch at 11 (or before your 5th hour) and take it whenever you're free lol."

103. As such, Plaintiffs assert that Spring Fertility has a policy, practice, guideline, procedure, and/or culture of automatically deducting a thirty-minute meal period from the hours

worked by its Employees regardless of whether they were actually provided with an opportunity to take a thirty-minute meal period free from all work activities. Employees thus regularly engage in work-related activities during the time that Spring Fertility automatically deducts from their time worked.

104. In addition, Employees are required to complete various mandatory trainings while off the clock, without compensation.

105. Plaintiffs thus assert they and other Employees were often required to perform work on behalf of Spring Fertility outside of the work hours recorded by Spring Fertility, without proper compensation for minimum and overtime/double time wages.

106. In addition, Employees, including Plaintiffs, were regularly required to respond to calls and messages from their supervisors, medical assistants, and providers, outside of work hours, without compensation for the time spent responding to calls and/or messages.

107. As such, Plaintiffs and other Employees did not receive the minimum, overtime, and/or double time compensation they are entitled to. Thus, Plaintiffs allege Spring Fertility regularly shaves and/or shortens Employees' hours worked and does not compensate its non-exempt employees for all time worked as required by California law.

108. Plaintiffs contend that as a policy, practice, guideline, procedure, and/or culture, Spring Fertility regularly requires Employees to work more than 8 hours per day and/or 40 hours per week, without being paid the appropriate overtime and/or double time compensation. Because Spring Fertility failed to appropriately pay overtime and/or double time compensation to Employees who worked more than 8 hours per day and/or 40 hours per week, Spring Fertility did not pay its non-exempt employees in accordance with California law.

109. Plaintiffs contend that Defendants have a policy and practice of editing their employees' clock-in and clock-out records so that they do not receive the minimum, overtime, and double-time compensation they are entitled to. Thus, Defendants compel, encourage, and/or otherwise direct supervisory positions to modify Spring Fertility employees' time records after the fact (i.e. shave time). As a result, Spring Fertility employees, including Plaintiffs, regularly engage in work-related activities

during the time that Defendants automatically deduct from their time worked. Since Defendants do not compensate their employees for such time, Defendants do not compensate their employees for all time worked as required by California law.

110. Plaintiffs contend that they and other Spring Fertility employees were regularly required to work more than eight hours per day and/or 40 hours per week. Consequently, Plaintiffs and other Spring Fertility employees are entitled to receive overtime compensation at the rate of one and one-half times their respective regular pay rates for all hours worked beyond eight hours a day and/or 40 hours per week. However, Plaintiffs allege that Defendants did not adequately compensate Spring Fertility employees for overtime.

111. In addition, Plaintiffs and other Spring Fertility employees who worked more than 12 hours in one day were often not compensated at the rate of no less than twice the regular rate of pay for an employee.

112. Plaintiffs allege that Defendants furnished paychecks to them and other Spring Fertility employees that did not include compensation for all hours worked. Plaintiffs further contend that Defendants did not remedy such by promptly paying all unpaid wages owed to them and other Spring Fertility employees, even after being notified of such. Accordingly, Defendants failed to timely pay Spring Fertility employees for their work in violation of California law.

113. By virtue of Defendants' unlawful conduct explained herein, Plaintiffs and other Spring Fertility employees have, and will continue, to suffer damages in amounts which are presently unknown, but which exceed the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

114. Having received less than the legal minimum wage and applicable overtime compensation, Plaintiffs and other Spring Fertility employees are entitled to, and seek to recover, all wages and penalties owed, including penalties available under Labor Code §§ 210, 558 and 558.1, as well as interest and reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5 and 1194 and Code of Civil Procedure § 1021.5.

115. Plaintiffs, on behalf of themselves and other members of the putative Class, request further relief as described in the prayer below.

SECOND CAUSE OF ACTION

(By Plaintiffs Individually and on Behalf of the Class Against the Defendants)

FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS

Labor Code §§ 204, 226.7 and 512 and IWC Wage Order No. 4-2001

116. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all paragraphs of this Complaint.

117. § 512(a) of the Labor Code provides:

> An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. (Emphasis added.)

118. Pursuant to Labor Code § 226.7(c):

> If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

119. In pertinent part, IWC Order No. 4-2001, Subdiv. 11, states:

> (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee.
>
> (B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours

> worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.
>
> […]
>
> (D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

120. A meal period generally complies with California law if the employee has at least 30 minutes of uninterrupted time during which the employee is relieved of any and all duty and is free to leave the premises. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036.) California law further prohibits employers from ". . . undermining [its] formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks." (*Id*. at 1040.)

121. At all relevant times, Plaintiffs and other Spring Fertility employees regularly worked at least five hours per day. However, despite working at least five hours per day, Plaintiffs contend that they and other Spring Fertility employees were not provided with the opportunity to take a 30-minute meal period that was free from all duty and the employer's control, in part, because Defendants require Spring Fertility employees to remain at their workstations for the entire duration of their work shift so that they are readily available to engage in their job duties.

122. As discussed herein, Plaintiffs contend that Spring Fertility has a policy, practice, guideline, procedure, and/or culture of automatically deducting 30 minutes for a meal period regardless of whether Employees were provided with the opportunity to take a legally compliant meal period. As such, Spring Fertility often adjusted its' Employees timesheets to reflect meal breaks, even though a compliant meal break was not taken.

123. Plaintiffs also contend that Spring Fertility requires Employees to carry a personal cell phone and/or tablet for the entire duration of their work shift, including during meal periods. Spring Fertility Employees were also expected to be readily available to perform work on behalf of Spring Fertility during meal periods, such as by responding to calls and/or messages, among other things. As a

result, Spring Fertility Employees were not provided with meal periods that were free from work or interruption.

124. Plaintiffs assert that they and other Spring Fertility employees were routinely not provided with a reasonable opportunity to take meal breaks before the fifth hour of work and/or meal breaks that were free from all work-related responsibilities. By imposing unbearable work schedules onto its non-exempt employees, Spring Fertility compelled, encouraged, and/or otherwise directed its non-exempt employees to work through their meal periods.

125. Plaintiffs assert that Spring Fertility instructed them and other Employees to work through meal breaks and engage in work-related activities at all times. As discussed above, while "clocked out" for a meal break, Employees were regularly required to be in a room with a patient and/or medical provider, conduct and/or assist with a procedure, schedule appointments, take vitals, assist and room patients, complete bloodwork, stock, clean the exam rooms, obtain and upload lab results, complete various medical forms, monitor patient interaction with the provider, and communicate on the company work chat, among other duties. As such, Employees were not able to take legally compliant meal breaks.

126. Plaintiffs allege that because of Defendants' policies and practices, it is nearly impossible for them and other Spring Fertility employees to take compliant meal periods and complete their assigned duties. While Defendants are aware of this, they do not schedule meal periods for their Spring Fertility employees.

127. Further, Plaintiffs believe that Defendants have a policy, practice, procedure, guideline, and/or culture of modifying Spring Fertility employees' time records to show legally compliant meal periods. As such, Defendants automatically deduct 30-minute meal periods from the time worked regardless of whether Spring Fertility employees were provided with a compliant meal break.

128. Plaintiffs allege that Spring Fertility employees who work more than 10 hours in one workday are not regularly provided with timely, duty- free and uninterrupted second meal periods of at least 30-minutes for the same and/or similar reasons described herein.

129. Plaintiffs assert that on a rare occasion when they and other Spring Fertility employees are provided with a meal period, the meal periods are often late, short or interrupted due to Defendants' requirement that Spring Fertility employees engage in their job duties for the entire duration of their work shift.

130. Plaintiffs contend that Defendants are aware that employees are not being provided legally compliant meal periods but fail to provide an additional hour of pay as required under Labor Code § 26.7 and do not have a mechanism for Spring Fertility employees to document or report such. As a result, Spring Fertility does not compensate Employees the required meal period premiums for non-compliant meal periods.

131. As a result of Defendants' unlawful conduct alleged herein, Plaintiffs and other Spring Fertility employees have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

132. Pursuant to Labor Code § 226.7(c) and the relevant IWC Order No. 4-2001, Subdiv. 11(D), Plaintiffs and other Spring Fertility employees are entitled to, and seek, recovery of the full amount of unpaid premium wages for non-compliant meal periods.

133. Pursuant to Labor Code § 218.6, Plaintiffs and other Spring Fertility employees are entitled and seek to recover prejudgment interest on the amount of premium wages owed.

134. Plaintiffs and other Spring Fertility employees are entitled to and seek recovery of reasonable attorneys' fees as permitted by Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

135. Plaintiffs, on behalf of themselves and other members of the putative Class, request further relief as described in the prayer below.

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THIRD CAUSE OF ACTION

(By Plaintiffs Individually and on Behalf of the Class Against Defendants)

FAILURE TO PROVIDE LEGALLY COMPLIANT REST PERIODS

[Labor Code §§ 204, 226.7 and IWC Wage Order No. 4-2001]

136. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all paragraphs of this Complaint.

137. In pertinent part, Labor Code § 226.7 provides:

> (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and health.
>
> (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for workday that the meal or rest or recovery period is not provided.

138. IWC Order No. 4-2001, Subdiv. 12 states:

> (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
>
> (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. (Emphasis added.)

139. During rest periods, California law requires employers to relinquish all control over their employees and relieve their employees of all duties. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 273.)

140. As discussed herein, Defendants regularly required Plaintiffs and other Spring Fertility employees to work in excess of four hours per day.

141. However, Plaintiffs contend that as a matter of policy and practice, Defendants regularly failed to authorize or permit Spring Fertility employees to take off-duty rest periods for every four hours worked, or major fraction thereof, in violation of California law.

142. Plaintiffs assert that they and other Spring Fertility employees were required to remain readily available to engage in work during rest periods because, among other things, the unbearable work schedule assigned to Spring Fertility employees did not allow time for Spring Fertility employees to take legally compliant rest periods.

143. Plaintiffs contend they and other Employees were denied legal rest periods largely due to Spring Fertility's requirement that Employees are to be readily available to perform their work duties at all times, such as respond to calls and messages, be in a room with a patient and/or medical provider, conduct and/or assist with a procedure, schedule appointments, take vitals, assist and room patients, complete blood work, stock, clean the exam rooms, obtain and upload lab results, complete various medical forms, monitor patient interaction with the provider, and communicate on the company work chat, among other duties, as discussed herein.

144. In addition, Plaintiffs allege that Spring Fertility fails to schedule enough Employees so that Plaintiffs and other Employees could be relieved from their duties to take their meal and rest periods.

145. Therefore, Defendants failed to relinquish all control over Spring Fertility employees or to relieve Spring Fertility employees of all duty during rest periods as required by California law.

146. Plaintiffs assert that Defendants did not, and do not, have a mechanism for Spring Fertility employees to document or report non-compliant rest periods.

147. Plaintiffs further assert that Defendants failed to pay them and other Spring Fertility employees the premium wage required by California law for non-compliant rest periods.

148. Plaintiffs believe that Defendants know, or should know, that they failed to authorize and permit Spring Fertility employees to take legally compliant rest periods and failed to provide them with the legally required premium compensation in lieu thereof.

149. Due to Defendants' unlawful conduct, as described herein, Plaintiffs and other Spring Fertility employees have, and will continue, to suffer damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

150. According to Labor Code § 226.7(c) and IWC Order No. 4-2001, Subdiv. 12(B), Plaintiffs and other Spring Fertility employees are entitled to, and seek to, recover the full amount of unpaid premium wages for non-compliant rest periods.

151. Pursuant to Labor Code § 218.6, Plaintiffs and other Spring Fertility employees are entitled to seek recovery of prejudgment interest on the amount of premium wages owed.

152. Plaintiffs and other Spring Fertility employees are entitled to, and seek to, recover reasonable attorneys' fees and costs pursuant to Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

153. Plaintiffs, on behalf of themselves and other members of the putative Class, request further relief as described in the prayer below.

FOURTH CAUSE OF ACTION

(By Plaintiffs Individually and on Behalf of the Class Against Defendants)

FAILURE TO PAY ALL WAGES OWED UPON SEPARATION

[Labor Code §§ 201-203, 213, 256]

154. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all paragraphs of this Complaint.

155. Labor Code § 200(a) defines "wages" to include "all amounts for labor performed by employees...whether the amount is fixed or ascertained by the standard of time...commission basis, or other method of calculation." The term "labor" is further defined in subsection (b) to include "labor,

work, or service whether rendered or performed under contract, subcontract, partnership...or other agreement if the labor...is performed personally by the person demanding payment."

156. Pursuant to Labor Code § 201(a), when an employer discharges an employee, all earned wages that remain unpaid at the time of discharge are due and payable to the employee immediately.

157. According to Labor Code § 202(a):

> If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of mailing shall constitute the date of payment for purposes of the requirement to provide payment with 72 hours of the notice of quitting.

158. In pertinent part, Labor Code § 203(a) further provides:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action thereof is commenced; but the wages shall not continue for more than 30 days.

159. As described herein, Defendants knowingly failed to compensate their Spring Fertility employees for all time worked, failed to pay minimum wages and overtime compensation to Spring Fertility employees, and failed to pay legally required premium wages to Spring Fertility employees for non-compliant meal and rest periods. Although Defendants no longer employ a number of Employees, Plaintiffs allege, based on information and belief, that Defendants have not yet paid all wages owed to their former Spring Fertility employees as a result of such conduct.

160. As a consequence of Defendants' willful and deliberate refusal to furnish such wages, affected employees are entitled to a maximum of 30 days' wages at their daily rate of pay as a waiting time penalty, pursuant to Labor Code § 203.

161. Plaintiffs contend that Spring Fertility has a policy, practice, guideline, and/or culture of not timely paying all wages owed upon discharge, nor paying the required waiting time penalties. For

instance, as discussed herein, Spring Fertility failed to compensate Employees for all hours worked, failed to pay the appropriate overtime wages to Employees for hours worked in excess of eight per day and/or forty per week, and failed to pay the required meal and/or rest period premiums to Spring Fertility Employees for non- compliant meal and/or rest periods.

162. Plaintiffs therefore contend that Spring Fertility failed to pay all wages owed to former Employees who separated from Spring Fertility within the statutory period in violation of California law.

163. Plaintiffs and other Spring Fertility employees are entitled to, and seek to, recover reasonable attorneys' fees and costs pursuant to Labor Code § 218.5 and Code of Civil Procedure § 1012.5.

164. Plaintiffs, on behalf of themselves and other members of the putative Class, request further relief as described in the prayer below.

FIFTH CAUSE OF ACTION

(By Plaintiffs Individually and on Behalf of the Class Against Defendants)

FAILURE TO PROVIDE PAID SICK LEAVE AND WRITTEN NOTICE OF THE AMOUNT OF SICK LEAVE AVAILABLE

[Labor Code § 246]

165. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all paragraphs of this Complaint.

166. Under Labor Code § 246(b)(1), an employee shall accrue a minimum of one hour of paid sick leave for every 30 hours worked.

167. Labor Code § 246(b)(4) requires that an employer provide its employees with at least 24 hours or three days of paid sick leave per year.

168. Labor Code § 246(i) further requires an employer to provide employees with a written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer

provides in lieu of sick leave, on either the employee's itemized wage statement or in a separate writing provided on the designated pay date with the employee's payment of wages.

169. Plaintiffs assert that Defendants fail to provide them and other Spring Fertility employees with the required minimum of one hour of paid sick leave for every 30 hours worked. Additionally, because Defendants did not account for all time worked by Spring Fertility employees, Plaintiffs and other Spring Fertility employees were unable to accrue paid sick time at the rate provided by the Labor Code.

170. Plaintiffs also allege that Defendants violated California law by failing to provide them and other Spring Fertility employees with written notice of their available paid sick leave, on either the itemized wage statement provided to them or in a separate writing provided on the designated pay date.

171. Plaintiffs and other Spring Fertility employees are entitled to, and seek, penalties under Labor Code § 246 and the recovery of reasonable attorneys' fees and costs pursuant to Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

172. Plaintiffs, on behalf of themselves and other members of the putative Class, request further relief as described in the prayer below.

SIXTH CAUSE OF ACTION

(By Plaintiffs Individually and on Behalf of the Class Against Defendants)

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

[Labor Code §§ 226, 226.3 and IWC Wage Order No. 4-2001]

173. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all paragraphs of this Complaint.

174. Labor Code § 226 states in pertinent part:

> Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee… (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid… (7) the name of the employee and only the last four digits of his or her social security number or an

> employee identification number…(8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee…"

175. Labor Code § 226(e)(1) further provides:

> An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand ($4,000), and is entitled to an award of costs and reasonable attorneys' fees.

176. According to Labor Code § 226(h), "an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys' fees."

177. An injury occurs where an employer fails to provide accurate information, and the employee cannot "promptly and easily determine" the total number of hours worked or the "applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate." (Labor Code § 226(a)(9)-(e)(2)(B)(i).)

178. Labor Code § 226(e)(2)(c) explains that the phrase "promptly and easily determine" means that "a reasonable person would be able to readily ascertain the information without reference to documents or information."

179. Plaintiffs assert that Defendants fail to provide her and other Spring Fertility employees with accurate and itemized wage statements.

180. Spring Fertility failed to comply with Labor Code § 226 because it failed to provide Plaintiffs and other current or former Employees with legally compliant wage statements. Plaintiffs contend that Spring Fertility failed to provide wage statements that accurately reflect the gross wages and/or net wages earned due to Spring Fertility's failure to compensate Employees for all time worked, failure to pay the appropriate overtime compensation to Employees for hours worked beyond eight hours per day and/or forty hours per week, and failure to pay premium wages Employees for non-compliant meal and/or rest periods, as discussed herein.

181. Spring Fertility also failed to provide wage statements that properly include the pay period information for each wage statement, the accurate rate of pay, the required available sick time, and/or the name of the legal entity that employed the Spring Fertility Employees in violation of California law.

182. As a result of Defendants' failure to properly compensate Spring Fertility employees for all hours worked, including without limitation, failure to pay minimum wages and overtime compensation and failure to pay premium wages for non-compliant meal and rest periods, the wage statements furnished by Defendants fail to accurately itemize and reflect Spring Fertility employees' gross wages, the number of hours actually worked, all applicable rates of pay and their net pay.

183. The wage statements provided by Defendants also failed to include deductions, pay period information, the name of the individual, and either their last four digits of their social security number or employee identification number, and the name and address of the legal entity that is the employer. Moreover, Defendants did not properly include the individual's available paid sick leave on each wage statement provided to Spring Fertility employees.

184. As a result, Spring Fertility employees were unable to readily ascertain from their wage statements whether they were properly compensated for all time worked. Plaintiffs and other Spring Fertility employees have therefore suffered injury under California law due to Defendants' knowing and intentional failure to furnish accurate itemized wage statements.

185. During the statutory period, Spring Fertility thus failed to comply with the requirements outlined by California law by failing to provide legally compliant wage statements to all current or former Spring Fertility Employees

186. According to Labor Code § 226(e)(1), Plaintiffs and other Spring Fertility employees are entitled to seek, and do seek to recover, liquidated damages in the amount of $50 for the initial violation and $100 for each subsequent violation per employee, not to exceed $4,000.

187. Additionally, pursuant to Labor Code § 226(h), Plaintiffs and other Spring Fertility employees are entitled to seek, and therefore do seek, injunctive relief in order to ensure Defendants' compliance with Labor Code § 226.

188. Plaintiffs and other Spring Fertility employees are also entitled to, and seek recovery of, attorneys' fees and costs as provided under Labor Code §§ 218.5, 226(e)(1) and 226(h) and Code of Civil Procedure § 1021.5.

189. Plaintiffs, on behalf of themselves and other members of the putative Class, request further relief as described in the prayer below.

SEVENTH CAUSE OF ACTION

(By Plaintiffs Individually and on Behalf of the Class Against the Named Corporate Defendants)

FAILURE TO MAINTAIN ACCURATE RECORDS

[Labor Code §§ 226(a) and 1174 and IWC Wage Order No. 4-2001]

190. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all paragraphs of this Complaint.

191. Pursuant to Labor Code § 226(a), an employer must keep a copy of each wage statement and record of deductions on file for at least three years.

192. Section 1174(d) of the Labor Code provides:

> "[e]very person employing labor in this state shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by commission, but in case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned." (See also IWC Wage Order 4-2001, Subdiv. 7.)

193. As discussed herein, Plaintiffs assert that because Defendants have a policy and practice of editing employees' timekeeping records to reflect their assigned shift rather than the time that they actually worked, Defendants fail to maintain accurate records. Consequently, the paychecks and wage

statements Plaintiffs and other Spring Fertility employees received from Defendants did not accurately reflect the total hours worked each day or the gross and net wages they actually earned. Plaintiffs allege that Defendants have a policy and practice of intentionally and willfully failing to maintain Spring Fertility employees' payroll records.

194. Plaintiffs and other Spring Fertility employees have suffered, and continue to suffer, injuries and damages as a consequence of Defendants' deliberate failure to maintain accurate records in violation of California law. More specifically, as a result of Defendants' conduct, Plaintiffs and other Spring Fertility employees were denied their legal right and protected interest in having accurate and complete payroll records available to them.

195. Plaintiffs and other Spring Fertility employees are thus entitled to, and do seek, recovery of damages as outlined in Labor Code § 226 (e)(1).

196. As provided for in Labor Code §§ 218.5 and 226(e)(1) and Code of Civil Procedure § 1021.5, Plaintiffs and other Spring Fertility employees are entitled to and seek to recover reasonable attorneys' fees and costs.

197. Plaintiffs, on behalf of themselves and other members of the putative Class, request further relief as described in the prayer below.

EIGHTH CAUSE OF ACTION

(By Plaintiffs Individually and on Behalf of the Class Against the Named Corporate Defendants)

FAILURE TO PROVIDE COPIES OF SIGNED DOCUMENT

[Labor Code § 432]

198. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all paragraphs of this Complaint.

199. Labor Code § 432 requires an employer to provide its employee, upon request, with copies of any and all documents signed by the employee relating to the obtaining or holding of employment. (See also IWC Wage Order NO. 4-2001, Subdiv. 7.)

200. Plaintiffs assert, based on information and belief, that Defendants failed to maintain a copy of all documents signed by Employees that relate to their hiring by and/or employment with Spring Fertility, and/or failed to provide a copy of such documents to Employees who requested a copy thereof in violation of Labor Code § 432.

201. Plaintiffs and other non-exempt employees are entitled to, and seek recovery of, reasonable attorneys' fees and costs as provided for under Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

202. Plaintiffs, on behalf of themselves and other members of the putative Class, request further relief as described in the prayer below.

NINTH CAUSE OF ACTION

(By Plaintiffs Individually and on Behalf of the Class Against Defendants)

FAILURE TO REIMBURSE FOR NECESSARY WORK EXPENSES

[Labor Code §§ 2800, 2802, 2804 and IWC Wage Order No. 4-2001]

203. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all paragraphs of this Complaint.

204. Labor Code § 2800 requires employers in all cases to indemnify employee losses caused by the employer's want of ordinary care.

205. In pertinent part, Labor Code § 2802 provides:

> (a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties…
>
> [...]
>
> (c) For purposes of this section, the term "necessary expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section.

206. Moreover, when an employer requires uniforms to be worn by non-exempt employees, the employer shall provide and maintain such uniforms. IWC Wage Order No. 4-2001, subdiv. 9 defines "uniform" to include apparel of distinct color or design.

207. Plaintiffs assert that because of the nature of the work, Spring Fertility requires its Employees to wear a distinctive uniform as a condition of their employment. In addition, Spring Fertility requires its Employees to wear a blue, white, or black long-sleeve top and white, grey, or black shoes while working on behalf of Spring Fertility. As a practice or procedure, Spring Fertility neither provides Employees with the long sleeve top and the shoes, nor reimburses its Employees for the cost of purchasing and/or maintaining the required uniform in violation of California law.

208. Plaintiffs and other Employees are required to use their personal cell phones for work-related issues, including responding to calls and/or messages from supervisors and co-workers, clocking in and out, providing status reports about patients, communicating in the work group chat, uploading information into Electronic Medical Records (EMR), among other things. However, Spring Fertility fails to reimburse Employees for a percentage of the cell phone bill.

209. In addition, Plaintiffs and other Employees were required to complete mandatory trainings and licenses, without reimbursement for the cost. For example, Spring Fertility required "CPT 1" license as a condition of employment, threatening that Employees "will lose their jobs" if they do not get the license, which costs approximately $1,500. However, Spring Fertility failed to reimburse for the cost of the various trainings/licenses they required. Plaintiffs are informed and believe that only at the beginning of 2026, Spring Fertility started reimbursing its Employees for some of the required licenses, but continues to refuse to reimburse for the costs incurred prior to that.

210. Plaintiffs and other current or former Spring Fertility employees are entitled to, and seek, reimbursement of their necessary expenditures, plus interest, including reasonable attorneys' fees and costs pursuant to Labor Code §§ 2800 and 2802.

211. Plaintiffs and other Spring Fertility employees are entitled to, and seek recovery of, reasonable attorneys' fees and costs as provided for under Labor Code § 218.5 and Code of Civil Procedure § 1021.5.

212. Plaintiffs, on behalf of themselves and other Spring Fertility employees, request further relief as described in the prayer below.

TENTH CAUSE OF ACTION

(By Plaintiffs Individually and on Behalf of the Class Against Defendants)

VIOLATION OF THE UNFAIR COMPETITION LAW

[Bus. & Prof. Code §§ 17200 *et seq*.]

213. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all paragraphs of this Complaint.

214. As codified in Business and Professions Code §§ 17200 *et seq*., California's Unfair Competition Law ("UCL") broadly prohibits "any unlawful, unfair or fraudulent business act or practice."

215. A cause of action may be brought under the UCL if a business practice violates some other law. The "unlawful" prong of the UCL effectively deems a violation of the underlying law a per se violation of Business and Professions Code § 17200. (*Cel-Tech Commc'ns, Inc. v. Los Angeles Cellular Tel. Co*. (1999) 20 Cal.4th 163, 180.) Virtually any law or regulation – federal or state, statutory, or common law – can serve as a predicate for a § 17200 "unlawful" violation. (*Farmers Ins. Exch. v. Superior Court* (1992) 2 Cal.4th 377, 383.)

216. The "unfair" prong of the UCL does not, however, require a practice to be specifically proscribed by any law. (*Korea Supply Co. v. Lockheed Martin Corp*. (2003) 20 Cal.4th 1134, 1143 (internal citations omitted.).) Pursuant to the California Supreme Court, the "unfair standard" is intentionally broad to give maximum discretion to courts in prohibiting new schemes to defraud. (*Cel-Tech Commc'ns, Inc.*, *supra*, 20 Cal.4th at 180-81.)

217. Under the UCL, a "fraudulent" business act or practice is one where "members of the public are likely to be deceived." (*Blakemore v. Superior Court* (2005) 129 Cal. App. 4th 36, 49.) A showing of actual deception, reasonable reliance, or damages is not required. (*Ibid.*) The fraudulent prong may be used to attack the deceptive manner in which otherwise lawful contract terms are presented to an individual. (*Boschma v. Home Loan Ctr., Inc.* (2011) 198 Cal.App.4th 230, 253.) As

such, even a true statement may be unlawful under section 17200 if it is "couched in such a manner that is likely to mislead or deceive..., such as by failing to disclose other relevant information." (*Ibid*.)

218. As discussed herein, Defendants' business practices violate all three prongs of California's UCL.

Unlawful

219. Defendants violated the Labor Code by failing to properly compensate Spring Fertility employees for all hours worked. Because Defendants' failure to adequately compensate employees clearly violates California law, their conduct is a per se violation of the UCL. *Cel-Tech Commc'ns, Inc.*, 20 Cal.4th at 180. Defendants also failed to pay premium wages to their Spring Fertility employees for non-compliant meal and rest periods as required by California law. Plaintiffs are also informed and believe that Defendants failed to pay all wages owed to Spring Fertility employees upon termination of the employment relationship in violation of California law. Defendants further failed to furnish itemized and accurate wage statements that accurately reflected the total hours actually worked and gross and net wages earned by Spring Fertility employees, among other things. Therefore, Defendants have clearly engaged in unlawful business practices pursuant to Business and Professions Code §§ 17200 *et seq*.

Unfair

220. Defendants' policies and practices that fail to provide Spring Fertility employees with minimum wages and overtime compensation for all hours worked are unfair because they prevent Spring Fertility employees from timely receiving wages owed to them in violation of California's public policy favoring the prompt payment of wages.

221. Defendants' failure to provide Spring Fertility employees with legally compliant meal and rest periods, or compensation in lieu thereof, is unfair because it knowingly strips Spring Fertility employees of rights and compensation afforded to them under the Labor Code.

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Fraudulent

222. Defendants' practice of providing Spring Fertility employees with inaccurate wage statements constitutes a fraudulent business practice under the UCL because Plaintiffs and other Spring Fertility employees are likely to be, and actually are, deceived as to whether they were paid for all time worked.

223. Similarly, Defendants' failure to maintain accurate records also constitutes a fraudulent business practice as the intentional inaccuracies mislead Spring Fertility employees as to their total hours worked and wages earned.

224. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent business practices, Plaintiffs and other current or former Spring Fertility employees have suffered injury-in-fact and have lost wages rightfully owed to them.

225. Through their unlawful, unfair, and fraudulent conduct, Defendants have been unjustly enriched by receiving and continuing to receive benefits and profits at the expense of Spring Fertility employees. Pursuant to Business and Professions Code §§ 17200 *et seq*., Defendants should therefore be enjoined from such conduct, made to disgorge all ill-gotten gains, and restore to Plaintiffs and other Spring Fertility employees the wages wrongfully withheld from them.

226. The unlawful, unfair, and fraudulent conduct alleged herein has continued, and there is no indication that Defendants will refrain from such activity in the future. Plaintiffs believe and allege that if Defendants are not enjoined from the conduct described herein, they will continue to violate California law at the expense of Spring Fertility employees. Accordingly, Plaintiffs request that the court issue a preliminary and permanent injunction against Defendants.

227. Plaintiffs, on behalf of themselves and other Spring Fertility employees, request further relief as described in the prayer below.

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ELEVENTH CAUSE OF ACTION

(By Plaintiffs in Their Representative Capacity Against All Defendants)

PRIVATE ATTORNEYS GENERAL ACT OF 2004

[Labor Code §§ 2698 *et seq*.]

228. Plaintiffs reallege and incorporate by this reference, as though fully set forth herein, all paragraphs of this Complaint.

229. Pursuant to PAGA, any provision of the Labor Code allowing for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees, for a California Labor Code violation, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees. Under Labor Code § 2699(i), such civil penalties are in addition to any other relief provided for in the Labor Code and must be allocated 65% to the LWDA and 35% to the aggrieved employees.

230. Defendants employed Plaintiffs and each of the current or former employees they represent in the state of California during all, or a portion of, the statute of limitations period before Plaintiffs filed their notice with the LWDA.

231. Plaintiffs are "aggrieved employee" under PAGA, as he was employed by Defendants within the year prior to filing PAGA notice and suffered one or more violations of the Labor Code.

232. Plaintiffs have complied with the notice requirements outlined in Labor Code § 2699.3. On September 13, 2024, Predecessor Plaintiff Isella Cantu submitted notice to the LWDA and Defendants informing them of Defendants' alleged Labor Code violations pursuant to PAGA. (See **Exhibit 1.**) On February 09, 2026, Plaintiff Yunuen Gutierrez Bautista an Amended PAGA Notice with the LWDA and Defendants (See **Exhibit 2**.) The LWDA had sixty-five (65) days to provide notice of whether it intended to investigate the alleged violations. To date, the LWDA has not provided notice of whether it intends to investigate the alleged violations. Plaintiffs thus have the right to pursue such claims in their representative capacity pursuant to Labor Code § 2699.3.

233. As set forth herein, Defendants have committed, and continue to commit, numerous violations for which the Labor Code entitles Plaintiff, in her representative capacity, to recover, on behalf of themselves, the PAGA Collective, the state of California, and the general public, civil penalties, as well as attorneys' fees and costs for Defendants' alleged Labor Code violations.

234. Plaintiffs, in their representative capacity on behalf of themselves and the PAGA Collective, are entitled to seek, and do so seek, to recover civil penalties for violations of the following Labor Code provisions in this representative action:

a. Failure to pay minimum and overtime wages in violation of Labor Code §§ 204, 206, 210, 212, 216, 221, 225.5, 510, 1182.12, 1194, 1197, 1197.1, 1198, and 1199 and IWC Wage Order No. 4-2001;

b. Failure to provide legally compliant meal periods or compensation in lieu thereof in violation of Labor Code §§ 204, 226.7, 512, and IWC Wage Order No. 4-2001;

c. Failure to provide legally compliant rest periods or compensation in lieu thereof in violation of Labor Code § 204, 226.7, and IWC Wage Order No. 4-2001;

d. Failure to pay all wages owed upon termination in violation of Labor Code §§ 201-203, 213, 256;

e. Failure to provide paid sick leave and written notice of the amount of paid sick leave available in violation of Labor Code §246;

f. Failure to timely furnish accurate itemized wage statements in violation of Labor Code §§ 226, 226.3, and IWC Wage Order No. 4-2001;

g. Failure to maintain accurate timekeeping and payroll records in violation of Labor Code §§ 226(a), 1174, and IWC Wage Order No. 4-2001;

h. Failure to provide copies of signed documents in violation of Labor Code § 432;

i. Failure to reimburse for necessary work expenses in violation of Labor Code §§ 2800, 2802, 2804, and IWC Wage Order No. 4-2001.

235. For violations of Labor Code §§ 510 and 512, in addition to any other penalty provided by law, Labor Code § 558 imposes a civil penalty of $50 per pay period for each underpaid employee for the initial violation and $100 per pay period for each underpaid employee for each subsequent violation of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision regulating hours and days of work in any order of the IWC. Under Labor Code § 558.1, "Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." Therefore, Plaintiffs, in their representative capacity on behalf of themselves and the PAGA Collective, are entitled to seek, and do seek, such civil penalties.

236. Labor Code § 1197.1 subjects an employer, or any other person acting either individually or as an officer, agent, or employee of another person, to a civil penalty of $100 for any initial violations for each underpaid employee and $250 for each underpaid employee for each subsequent violation, restitution of wages and liquidated damages payable to the employee and any applicable penalties imposed by Labor Code § 203 for paying or causing to pay an employee less than the minimum wage imposed by California law. Plaintiffs, in their representative capacity on behalf of themselves and the PAGA Collective, are entitled to seek, and do seek, such civil penalties.

237. Labor Code § 226.3 imposes a civil penalty of $250 per employee per violation in an initial citation and $1,000 per employee for each violation in a subsequent citation for violations of Labor Code § 226(a). Plaintiffs and other Spring Fertility employees in the state of California are thus entitled to seek, and do seek, the described civil penalties.

238. For violations of Labor Code § 1174 subdivisions (b), (c), and (d), Labor Code § 1174.5 imposes a civil penalty of $500. Plaintiffs, in their representative capacity on behalf of themselves and the PAGA Collective, are entitled to, and therefore seek, such civil penalty.

239. In addition to any other penalty, Labor Code § 210 provides that any person who fails to pay wages as provided in sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be

subject to a civil penalty of $100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, $200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld. Plaintiffs and other Spring Fertility employees in the state of California are thus entitled to seek, and therefore do seek, the described civil penalties.

240. Labor Code § 2699(f) imposes a civil penalty of $100 per pay period, per employee for the initial violation and $200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 210, 212, 213, 216, 221, 225.5, 226, 226(a), 226.3, 226.7, 246, 246.5, 256, 432, 510, 512, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2800, and/or 2802. Thus, Plaintiffs, on behalf of themselves and the PAGA Collective, seek the above-described civil penalties.

241. Pursuant to Labor Code § 2699(g)(1) an employee who prevails in a civil action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs. Therefore, Plaintiffs, in their representative capacity, are entitled to seek, and do so seek, attorneys' fees and costs in relation to this action.

242. Plaintiffs, in their representative capacity, on behalf of themselves and other members of the PAGA Collective, are also entitled to seek, and do seek, to recover reasonable attorneys' fees as provided by Labor Code §§ 218.5, 1193.6, 1194, and Code of Civil Procedure § 1021.5.

243. Plaintiffs, on behalf of themselves and the PAGA Collective, request further relief as described in the prayer below.

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PRAYER FOR RELIEF

Plaintiffs pray for judgment against Defendants and in favor of the above-defined Class and Subclasses as follows:

1. For an order determining that this action may be maintained as a class action with the named plaintiffs as the class representatives;
2. For the attorneys appearing on the above caption to be named class counsel;
3. For an order determining that this action may be maintained as a representative action with the named plaintiffs as the representatives;
4. For all wages and benefits due to Plaintiffs and other Spring Fertility employees currently and formerly employed by Defendants pursuant to California law;
5. For all minimum wages and overtime compensation owed pursuant to Labor Code §§ 510, 1194, 1197.1, and any other applicable law;
6. For premium wages under Labor Code § 226.7 and any other applicable law;
7. For damages pursuant to Labor Code §§ 226, 226.8(c), 246, Civil Code § 3281, and any other applicable law;
8. For all liquidated damages, pursuant to Labor Code §§ 226(e), 1194.4(a), 1197.1, and/or other applicable law;
9. For civil penalties, pursuant to Labor Code §§ 210, 226.3, 432, 558, 1174.5, 1197.1, 2699(f) and/or other applicable law;
10. For PAGA civil penalties pursuant to Labor Code §§ 2698 *et seq*., and/or other applicable law;
11. For injunctive relief pursuant to Labor Code § 266(h), Business and Professions Code § 17203 and any other applicable law;
12. For restitution for Defendants' unfair, unlawful, and fraudulent business practices;

13. For reasonable attorneys' fees and costs of suit pursuant to Labor Code §§ 218.5, 266(h), 266(e)(1), 1194, 2802, Code of Civil Procedure § 1021.5, the "common fund" theory, the "substantial benefit" theory, and any other applicable law, theory, or doctrine;

14. For pre-judgment and post-judgment interest as provided by California law;

15. For appropriate equitable relief pursuant to California law; and

16. For any and all other relief the Court may deem just and proper.

Dated: October 14, 2026

CONSUMER AND EMPLOYMENT LAWYERS

By: _____

R. Craig Clark
Alicja A. Urtnowski
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all issues triable to a jury.

Dated: October 14, 2026

CONSUMER AND EMPLOYMENT LAWYERS

By: _____

R. Craig Clark
Alicja A. Urtnowski
Attorneys for Plaintiffs

EXHIBIT 1

CONSUMER & EMPLOYMENT LAWYERS

3258 Fourth Avenue
San Diego, California 92103
Phone: (619) 239-1321
Facsimile: (888) 273-4554
consumerandemploymentlawyers.com
Formerly known as Clark Law Group

September 13, 2024 *Transmitted via Online Upload*

California Labor and Workforce Development Agency
ATTN: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

RE: Isella Cantu v. **SPRING FERTILITY MANAGEMENT LLC,**
SPRING FERTILITY HOLDINGS, LLC,
SPRING FERTILITY MANAGEMENT OAKLAND LLC,
SPRING FERTILITY MANAGEMENT SILICON VALLEY LLC,
SPRING FERTILITY MASTER MSO LLC
Nam D. Tran
Peter Klatsky
Kimberly Kwok
Chau Dang
Tanya Ly

Dear PAGA Administrator,

The purpose of this correspondence is to notify you that **Isella Cantu** ("Ms. Cantu"), on behalf of herself and all others similarly situated, intends to assert the legal rights granted to her under the Private Attorneys General Act (the "Act"), as set forth in California Labor Code ("Labor Code") §§ 2698 et seq. This correspondence includes the current facts and theories to support the violations alleged herein. This correspondence will also be sent to the agent for service of process for **SPRING FERTILITY MANAGEMENT LLC, SPRING FERTILITY HOLDINGS, LLC, SPRING FERTILITY MANAGEMENT OAKLAND LLC, SPRING FERTILITY MANAGEMENT SILICON VALLEY LLC, SPRING FERTILITY MASTER MSO LLC, Nam D. Tran, Peter Klatsky, Kimberly Kwok, Chau Dang, and Tanya Ly** ("Spring Fertility") via certified mail. Therefore, this correspondence serves to satisfy the notice requirements of the Act. By uploading and sending this correspondence in the manner set forth in the Act, Ms. Cantu is complying with the Act's statutory notice requirements.

Factual Statement and Theories of Liability

Ms. Cantu has been employed by Spring Fertility as a non-exempt hourly employee since approximately April 8, 2024. Throughout her employment, Ms. Cantu was assigned to work in a Spring Fertility Sunnyvale location in California.

SPRING FERTILITY MANAGEMENT LLC is a Delaware limited liability company that does business in California. It is in the business of providing services in fertility and egg freezing treatments. See https://springfertility.com.

SPRING FERTILITY HOLDINGS, LLC is a Delaware limited liability company that does business in California. It is in the business of providing services in fertility and egg freezing treatments. See https://springfertility.com.

SPRING FERTILITY MANAGEMENT OAKLAND LLC is a Delaware limited liability company that does business in California. It is in the business of providing services in fertility and egg freezing treatments. See https://springfertility.com.

SPRING FERTILITY MANAGEMENT SILICON VALLEY LLC is a Delaware limited liability company that does business in California. It is in the business of providing services in fertility and egg freezing treatments. See https://springfertility.com.

SPRING FERTILITY MASTER MSO LLC is a Delaware limited liability company that does business in California. It is in the business of providing services in fertility and egg freezing treatments. See https://springfertility.com.

Nam D. Tran is believed to have incorporated Spring Fertility and be its co-founder, and is also believed to have been the Chief Medical Officer of Spring Fertility during Ms. Cantu's employment. Mr. Tran is believed to have been employed by Spring Fertility and is alleged to have acted on behalf of Spring Fertility and/or to have acted individually or as an officer, agent, or employee of Spring Fertility. Therefore, Mr. Tran may be liable for the violations of law described herein. *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-813; Labor Code §1197.1(a).

Peter Klatsky is believed to have incorporated Spring Fertility and be its co-founder, and is also believed to have been the Chief Executive Officer of Spring Fertility during Ms. Cantu's employment. Mr. Klatsky is believed to have been employed by Spring Fertility and is alleged to have acted on behalf of Spring Fertility and/or to have acted individually or as an officer, agent, or employee of Spring Fertility. Therefore, Mr. Klatsky may be liable for the violations

of law described herein. *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-813; Labor Code §1197.1(a).

Kimberly Kwok is believed to be the Supervisor during Ms. Cantu's employment. Ms. Kwok is believed to have been employed by Spring Fertility and is alleged to have acted on behalf of Spring Fertility and/or to have acted individually or as an officer, agent, or employee of Spring Fertility. Therefore, Ms. Kwok may be liable for the violations of law described herein. *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-813; Labor Code §1197.1(a).

Chau Dang is believed to be the Supervisor and/or Senior Medical Assistant during Ms. Cantu's employment. Chau Dang is believed to have been employed by Spring Fertility and is alleged to have acted on behalf of Spring Fertility and/or to have acted individually or as an officer, agent, or employee of Spring Fertility. Therefore, Chau Dang may be liable for the violations of law described herein. *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-813; Labor Code §1197.1(a).

Tanya Ly is believed to be the Supervisor and/or Senior Lead Medical Assistant during Ms. Cantu's employment. Tanya Ly is believed to have been employed by Spring Fertility and is alleged to have acted on behalf of Spring Fertility and/or to have acted individually or as an officer, agent, or employee of Spring Fertility. Therefore, Tanya Ly may be liable for the violations of law described herein. *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-813; Labor Code §1197.1(a).

Ms. Cantu asserts that she and other individuals currently or formerly employed by Spring Fertility in the state of California as non-exempt employees (collectively referred to herein as ("Employees"), were subject to the same and/or similar policies, practices, guidelines, procedures and/or culture described herein. Ms. Cantu further asserts that she and all other Employees have suffered, and will continue to suffer, the same and/or similar Labor Code violations described herein.

Any and all claims alleged in this correspondence are asserted on behalf of Ms. Cantu and all other current or former Employees who were employed by Spring Fertility in California, during the applicable statutory period and who have suffered the same and/or similar Labor Code violations alleged herein, as well as any other violations of the PAGA arising out of their employment with Spring Fertility that may be later discovered since investigation is ongoing.

Because investigation is ongoing, Ms. Cantu reserves her right to assert any and all related facts, claims and/or theories discovered after the sending of this correspondence on behalf of herself and the current or former Employees that she seeks to represent against Spring

Fertility and/or other persons that may be discovered after the sending of this correspondence. Such other persons include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of Spring Fertility, as well as those persons who caused and/or concurrently contributed to the various acts and/or omissions of each and every one of the others, including Spring Fertility, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in and/or ratified any or all of the acts or omissions complained of herein, and those who are acting within the authority and scope of Spring Fertility. *Atempa v. Pedrazzani,* 27 Cal.App.5th at 811-813.

I. Spring Fertility Failed to Pay Minimum, Regular, Overtime and/or Double Time Wages in Violation of Labor Code §§ 204, 206, 210, 212, 216, 221, 225.5, 510, 1182.12, 1194, 1197, 1197.1, 1198 and 1199 and IWC Wage Order No. 4-2001.

Labor Code § 204 establishes the fundamental right of an employee in California to be timely paid wages for their work. Pursuant to Labor Code § 1197, an employer is prohibited from paying or causing its employees to be compensated at a rate less than the fixed minimum, as set by the commission, for all time worked. See also Labor Code § 1199 (making such conduct a misdemeanor); IWC Wage Order No. 4-2001, subdiv. 4. Additionally, it is unlawful for an employer to employ persons for more than eight hours per day and/or forty hours per workweek without compensating them at the rate of one and one-half or two times the employee's regular pay rate, depending on the number of hours worked. Labor Code §§ 510, 1198; see also IWC Wage Order No. 4-2001, subdiv. 3(A). Pursuant to Labor Code § 1194, an employee is permitted to recover any unpaid balance of the minimum wage or overtime compensation not paid for all hours worked. Moreover, any employer who causes an employee to be paid a wage lower than that of the fixed minimum is required to pay a civil penalty. Labor Code § 1197.1; see also IWC Wage Order No. 4-2001, subdiv. 20(A).

Ms. Cantu asserts that as a policy, practice, guideline, procedure and/or culture Spring Fertility does not properly compensate its Employees for all hours worked. Ms. Cantu contends that Spring Fertility required her and other Employees to perform work on behalf of Spring Fertility without compensation.

As a policy, practice, guideline, procedure and/or culture, Spring Fertility often required its Employees to work off the clock.

For example, Ms. Cantu and other Employees were often required to clock in and out on a time sheet that had to be approved by the supervisor. Recording any overtime is disfavored and unauthorized. Employees are instructed to not record overtime without prior authorization from the supervisor. The company policy is that overtime has to be "pre-

approved," and Employees often risk discipline when recording any overtime. However, because Spring Fertility Employees are required to engage in their job duties at all times, including patient care and assisting with procedures, they are often required to work more than eight hours a day to complete the assigned tasks and duties. Mr. Cantu alleges that the supervisors often edit her and other Employees' time sheets to shave hours worked, and/or engage in time rounding, so that they do not receive the proper minimum and/or overtime wages. Ms. Cantu and other Employees are also required to report to work approximately 15 min before the scheduled start of the shift, in order to change into the required uniform at the location, without compensation for that time. Ms. Cantu and other Employees are also required to clean and disinfect exam rooms at the end of the day, often after clocking out. Ms. Cantu and other Employees thus often work off the clock before clocking in and after clocking out, without compensation for that time.

Ms. Cantu and other Employees regularly work off the clock during the time Spring Fertility deducts from their time records as "meal breaks," even though the Employees are not provided with a legally compliant meal break. Spring Fertility regularly required its Employees to record a meal break despite being unable to take a break, and instead instructed Employees to work through breaks.

Spring Fertility regularly modified its Employees' time sheets, and inserted a meal break, when in fact Employees had no opportunity to take a legally compliant break. As such, Spring Fertility often adjusts its Employees' time records to reflect meal breaks of exactly 30 min in length, regardless of whether Employees are provided with meal breaks.

Ms. Cantu and other Employees were often instructed and required to clock out for a meal break using the application on their phones, and continue working, including: being in a room with a patient and/or medical provider, conducting and/or assisting with a procedure, scheduling appointments, taking vitals, assisting and rooming patients, completing blood work, stocking, cleaning the exam rooms, obtaining and uploading lab results, completing various medical forms, and communicating on the company work chat, among other duties. Ms. Cantu and other Employees are also often required to monitor patient interaction with the provider while off the clock.

Ms. Cantu and other Employees are routinely required to report, and do report in a work group chat, the status of patients, jobs and duties assigned to them, indicating that they are either with a patient, doctor, or in a procedure, while, according to Spring Fertility's time records, being "clocked out" and "off the clock."

The Spring Fertility supervisors often send messages to Ms. Cantu and other Employees directing them to clock out for a meal break, and then clock back in exactly after 30 min,

but continue working. On a number of occasions, Ms. Cantu was directed to clock out for a meal break on her phone, while she was actively assisting on a procedure with a patient. On several occasions, when Ms. Cantu could not access her phone to clock out because she was actively working on a procedure with a patient in an exam room, she was forced by her supervisor to ask her co-worker to access her phone that was outside the room to clock her out for a meal break, and then clock back in after exactly 30 min, despite the fact she was unable to take a meal break while assisting patients. However, Employees that do not follow Spring Fertility instructions, risk discipline, retaliation and termination.

Spring Fertility regularly instructs Ms. Cantu and other Employees to clock out for a meal break before the fifth hour of work, but continue with their work duties as described herein and not take that break, and then try to take a break if there is some down time later on in a day. In fact, Chau Dang, a supervisor and/or Senior Medical Assistant at Spring Fertility, stated in an employee work group chat that it is the Spring Fertility practice and/or culture to "clock out for lunch at 11 (or before your 5th hour) and take it whenever you're free lol."

As such, Ms. Cantu asserts that Spring Fertility has a policy, practice, guideline, procedure, and/or culture of automatically deducting a thirty-minute meal period from the hours worked by its Employees regardless of whether they were actually provided with an opportunity to take a thirty-minute meal period free from all work activities. Employees thus regularly engage in work-related activities during the time that Spring Fertility automatically deducts from their time worked.

In addition, Employees are required to complete various mandatory trainings while off the clock, without compensation.

Ms. Cantu thus asserts she and other Employees were often required to perform work on behalf of Spring Fertility outside of the work hours recorded by Spring Fertility, without proper compensation for minimum and overtime/double time wages.

In addition, Employees, including Ms. Cantu, were regularly required to respond to calls and messages from their supervisors, medical assistants, and providers, outside of work hours without compensation for the time spent responding to calls and/or messages.

As such, Ms. Cantu and other Employees did not receive the minimum, overtime and/or double time compensation they are entitled to. Thus, Ms. Cantu alleges Spring Fertility regularly shaves and/or shortens Employees' hours worked and does not compensate its non-exempt employees for all time worked as required by California law.

Ms. Cantu contends that as a policy, practice, guideline, procedure and/or culture, Spring Fertility regularly requires Employees to work more than 8 hours per day and/or 40 hours per week, without being paid the appropriate overtime and/or double time compensation. Because Spring Fertility failed to appropriately pay overtime and/or double time compensation to Employees who worked more than 8 hours per day and/or 40 hours per week, Spring Fertility did not pay its non-exempt employees in accordance with California law.

Additionally, Ms. Cantu alleges that Spring Fertility fails to timely pay all earned wages. For instance, the paychecks Ms. Cantu and other Employees receive from Spring Fertility do not include compensation for all hours worked as described herein. Therefore, it was difficult to track what hours Employees were being paid for and at what rate. Ms. Cantu asserts that despite notifying Spring Fertility of the error, Spring Fertility did not promptly remedy the issues by paying all wages earned and due.

Based on the foregoing, Ms. Cantu asserts that Spring Fertility engaged in conduct that violated California law by failing to compensate her and other Spring Fertility Employees appropriately.

II. Spring Fertility Failed to Provide Legally Compliant Meal Periods or Compensation in Lieu Thereof, in Violation of Labor Code §§ 204, 226.7 and 512 and IWC Wage Order No. 4-2001

Labor Code § 512 states, "[a]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes." Additionally, an employer is not permitted to employ a person for a work period of more than ten hours per day without providing the employee with a second meal period of at least thirty minutes. Labor Code § 512. Meal periods of no less than 30 minutes must be provided before the end of the employee's fifth and tenth hours of work, respectively. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041. California law further obligates employers to completely relieve their employees of all work and work-related responsibilities during the entirety of the legally required meal periods. Id. at 1040. In order to comply with their meal period obligations, employers must also relinquish all control over its employees, and cannot impede or discourage their employees from taking uninterrupted, work-free meal periods. Id. An employee who is required to perform any work-related task at any point during his or her meal period has not received a meal period in accordance with California law. Labor Code § 226.7.

If an employer fails to provide an employee with a legally compliant meal period, the employer **must** pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that a legally compliant meal period was not provided.

Labor Code § 226.7; IWC Wage Order No. 4-2001, subdiv. 11(D). Premium wages under Labor Code § 226.7 are wages due payable in accordance with the Labor Code. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114; see also Labor Code § 204.

As a policy, practice, guideline, procedure and/or culture Spring Fertility regularly requires their non-exempt employees to work more than 5 hours per workday. However, despite regularly working more than 5 hours per workday, Employees, such as Ms. Cantu, were not provided with the reasonable opportunity to take meal periods that occurred before the 5th hour of work and/or that were free from all work and work-related responsibilities during the entirety of the 30-minute meal period.

Additionally, even though Spring Fertility Employees often worked more than 10 hours in a day, Spring Fertility failed to provide them with a second meal period of at least thirty minutes.

Ms. Cantu asserts that the demanding work schedule assigned to Spring Fertility Employees did not allow time for legally compliant meal periods. Moreover, Ms. Cantu alleges that as a policy, practice, guideline, procedure and/or culture Spring Fertility does not schedule any meal periods for its non-exempt employees.

As discussed herein, Ms. Cantu contends that Spring Fertility has a policy, practice, guideline, procedure, and/or culture of automatically deducting 30 minutes for a meal period regardless of whether Employees were provided with the opportunity to take a legally compliant meal period. As such, Spring Fertility often adjusted its' Employees timesheets to reflect meal breaks, even though a compliant meal break was not taken.

Ms. Cantu therefore contends that Spring Fertility has a policy, practice, guideline, procedure and/or culture that requires Spring Fertility Employees to engage in their job duties for the entire duration of their work shift. As a result, Spring Fertility Employees are not provided with legally compliant meal periods.

Ms. Cantu asserts that Spring Fertility instructed her and other Employees to work through meal breaks, and engage in work related activities at all times. As discussed above, while "clocked out" for a meal break, Employees were regularly required to be in a room with a patient and/or medical provider, conduct and/or assist with a procedure, schedule appointments, take vitals, assist and room patients, complete blood work, stock, clean the exam rooms, obtain and upload lab results, complete various medical forms, monitor patient interaction with the provider, and communicate on the company work chat, among other duties. As such, Employees were not able to take legally compliant meal breaks.

Ms. Cantu also contends that Spring Fertility requires Employees to carry a personal cell phone and/or tablet for the entire duration of their work shift, including during meal periods. Spring Fertility Employees were also expected to be readily available to perform work on behalf of Spring Fertility during meal periods, such as by responding to calls and/or messages, among other things. As a result, Spring Fertility Employees were not provided with meal periods that were free from work or interruption.

Thus, Employees were not provided with the opportunity to take meal periods that were free from work-related responsibilities. By imposing unbearable work schedules onto its non-exempt employees, Spring Fertility compelled, encouraged and/or otherwise directed its non-exempt employees to work through their meal periods.

Ms. Cantu further contends that Spring Fertility does not have a procedure for Employees to document non-compliant meal periods. As a result, Spring Fertility does not compensate Employees the required meal period premiums for non-compliant meal periods.

Based on the foregoing, Ms. Cantu contends Spring Fertility has failed to comply with its meal period obligations under California law by not providing Employees with legally compliant meal periods or compensation in lieu thereof.

III. Spring Fertility Failed to Provide Legally Compliant Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 226.7 and IWC Wage Order No. 4-2001

IWC Wage Order No. 4-2001, subdiv. 12(A) requires employers to authorize and permit off-duty rest periods for every four hours worked, or major fraction thereof. Unless an employer relieves its employees of any and all work-related duties and also relinquishes all control over how its employees spend their time during rest periods, the employer has not authorized and permitted lawful off- duty rest periods. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. If an employer fails to provide an employee with an off-duty rest period in accordance with California law, the employer is required to pay an employee one additional hour of pay at the employee's regular rate of compensation for each workday in which a lawful rest period was not provided. Labor Code § 226.7; See also IWC Wage Order No. 4-2001, subdiv. 12(B). Premium wages under Labor Code § 226.7 are wages due payable in accordance with the Labor Code. Murphy, 40 Cal.4th at 1103-1114; see also Labor Code § 204.

Ms. Cantu and other Employees employed by Spring Fertility typically work more than 4 hours per workday. However, Ms. Cantu alleges that as a policy, practice, guideline, procedure and/or culture, Spring Fertility regularly fails to authorize and permit Employees to take off-duty rest periods for every four hours worked, or major fraction thereof, in violation of California law. Ms. Cantu contends she and other Employees were denied legal

rest periods largely due to Spring Fertility's requirement that Employees are to be readily available to perform their work duties at all times, such as respond to calls and messages, be in a room with a patient and/or medical provider, conduct and/or assist with a procedure, schedule appointments, take vitals, assist and room patients, complete blood work, stock, clean the exam rooms, obtain and upload lab results, complete various medical forms, monitor patient interaction with the provider, and communicate on the company work chat, among other duties, as discussed herein.

In addition, Ms. Cantu alleges that Spring Fertility fails to schedule enough Employees so that Ms. Cantu and other Employees could be relieved from their duties to take their meal and rest periods.

Ms. Cantu further asserts that Spring Fertility does not have a policy, practice, guideline, procedure and/or culture for Employees to record non- compliant rest periods and/or fails to compensate Employees the required rest period premium for non-compliant rest periods. Spring Fertility's conduct thus constitutes a violation of California law.

IV. Spring Fertility Failed to Timely Pay Wages Owed Upon Termination in Violation of Labor Code §§ 201-203, 213, 256

Under Labor Code § 201, when an employer discharges an employee, all wages earned and unpaid at the time of discharge are immediately due and payable. Similarly, if an employee does not have a written contract for a definite period and quits his or her employment, the employee's wages are due and payable no later than 72 hours thereafter, unless the employee has given 72-hours previous notice of his/her intention to quit, then the employee is entitled to his/her wages at the time of quitting. Labor Code § 202(a). If an employer willfully fails to pay all wages owed to an employee in accordance with Labor Code §§ 201 and 202, the employee's wages are to continue as a penalty, equal to one day of wages at the employee's regular rate of pay, starting from the date at which such wages were due until paid or until an action is commenced. Labor Code § 203. However, the wages are not to continue for more than a period of thirty days. Id.

Ms. Cantu contends that Spring Fertility has a policy, practice, guideline and/or culture of not timely paying all wages owed upon discharge nor paying the required waiting time penalties. For instance, as discussed herein, Spring Fertility failed to compensate Employees for all hours worked, failed to pay the appropriate overtime wages to Employees for hours worked in excess of eight per day and/or forty per week, and failed to pay the required meal and/or rest period premiums to Spring Fertility Employees for non- compliant meal and/or rest periods.

Ms. Cantu therefore contends that Spring Fertility failed to pay all wages owed to former Employees who separated from Spring Fertility within the statutory period in violation of California law.

V. Spring Fertility Failed to Provide Paid Sick Days and Written Notice of the Amount of Sick Leave Available in Violation of Labor Code § 246.

California law requires that an employer provide 24 hours (or 3 days) of paid sick leave per year for full-time employees. Labor Code § 246. Employees are to earn a minimum of 1 hour of paid leave for every 30 hours worked. Id.

Ms. Cantu alleges that Spring Fertility has a policy, practice, guideline, procedure and/or culture of failing to provide Employees with one hour of paid sick leave for every 30 hours worked in accordance with California law.

Ms. Cantu further alleges that Spring Fertility also failed to provide Employees with paid sick days since they were unable to accrue any such paid sick days at the rate provided by law as a result of Spring Fertility's failure to account for all time worked.

Ms. Cantu also contends that Spring Fertility has a policy, practice, procedure, guideline and/or culture of failing to provide written notice to Employees of their available sick leave, as such amounts are not included on the wage statements, nor are they provided with the information in separate writing on the designated pay date along with their wages. Accordingly, Spring Fertility has failed to comply with California law.

VI. Spring Fertility Failed to Furnish Legally Compliant Wage Statements in Violation of Labor Code §§ 226, 226.3 and IWC Wage Order No. 4-2001

An employer is required to provide its employees with accurate and itemized wage statements. Labor Code § 226(a). Pursuant to Labor Code § 226(a), each wage statement must show "(1) gross wages earned, (2) total hours worked by the employee…(4) all deductions…(5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than the social security number, (8) the name and address of the legal entity that is the employer…(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate…" See also IWC Wage Order No. 4-2001, subdiv. 7(A).

Spring Fertility failed to comply with Labor Code § 226 because they failed to provide Ms. Cantu and other current or former Employees with legally compliant wage statements. Ms.

Cantu contends that Spring Fertility failed to provide wage statements that accurately reflect the gross wages and/or net wages earned due to Spring Fertility's failure to compensate Employees for all time worked, failure to pay the appropriate overtime compensation to Employees for hours worked beyond eight hours per day and/or forty hours per week, and failure to pay premium wages Employees for non-compliant meal and/or rest periods, as discussed herein.

Spring Fertility also failed to provide wage statements that properly include the pay period information for each wage statement, the accurate rate of pay, the required available sick time and/or the name of the legal entity that employed the Spring Fertility Employees in violation of California law.

During the statutory period, Spring Fertility thus failed to comply with the requirements outlined by California law by failing to provide legally compliant wage statements to all current or former Spring Fertility Employees.

VII. Spring Fertility Failed to Maintain Accurate Payroll Records in Violation of California Labor Code §§ 226(a) and 1174 and IWC Wage Order No. 4-2001

Labor Code § 1174 requires every employer to "keep a recording showing the names and addresses of all employees employed…" Labor Code § 1174 further requires "[e]very person employing labor in this state [to] keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily and the wages paid. Such records are to be kept according to the rules established by the commission for such purpose and must be kept on file for no less than three years. Id. An employer is further obliged under Labor Code § 226(b) to keep the information required by Labor Code § 226(a) and afford current or former employees the right to inspect or copy records pertaining to their employment. See also IWC Wage Order No. 4-2001, subdivs. 7, 19 and 20.

As discussed herein, Spring Fertility has a policy, practice, guideline, procedure and/or culture of failing to maintain accurate employee information and payroll records which accurately reflect, for example, the gross and net wages earned as well as the total hours of time worked each day by Ms. Cantu and other Spring Fertility Employees.

Additionally, Ms. Cantu is informed and believes that Spring Fertility fails to maintain a copy of all documents related to the hiring and/or employment of Spring Fertility Employees, and/or fails to provide Spring Fertility Employees with the opportunity to inspect or copy such documents upon request in violation of California law. Therefore, Ms. Cantu contends that Spring Fertility failed to comply with Labor Code §§ 226 and 1174.

VIII. Spring Fertility Failed to Provide Copies of Signed Documents in Violation of Labor Code § 432

Pursuant to Labor Code § 432, an employer is obligated, upon request, to provide its employees with a copy of any and all documents signed in connection with obtaining or holding employment.

As stated herein, Ms. Cantu asserts, based on information and belief, that Spring Fertility failed to maintain a copy of all documents signed by Employees that relate to their hiring by and/or employment with Spring Fertility, and/or failed to provide a copy of such documents to Employees who requested a copy thereof in violation of Labor Code § 432. Therefore, Ms. Cantu alleges that Spring Fertility has failed to comply with California law.

IX. Spring Fertility Failed to Reimburse Non-Exempt Employees for Necessary Work Expenses in Violation of Labor Code §§ 2800 and 2802, 2804 and IWC Wage Order No. 4-2001

Labor Code § 2800 states that an employer shall indemnify employee losses caused by the employer's want of ordinary care. Accordingly, pursuant to Labor Code § 2802, an employee is entitled to reimbursement from his or her employer for all expenses or losses incurred as a result of employment. Moreover, when an employer requires uniforms to be worn by non-exempt employees, the employer shall provide and maintain such uniforms. IWC Wage Order No. 4-2001, subdiv. 9 defines "uniform" to include apparel of distinct color or design.

Ms. Cantu asserts that as a policy, practice, guideline and/or procedure, Spring Fertility requires its Employees to wear a distinctive uniform as a condition of their employment. In addition, Spring Fertility requires its Employees to wear blue, white or black long sleeve top and white, grey, or black shoes while working on behalf of Spring Fertility. As a practice or procedure, Spring Fertility neither provides Employees with the long sleeve top and the shoes, nor reimburses its Employees for the cost of purchasing and/or maintaining the required uniform in violation of California law.

Ms. Cantu and other Employees are required to use their personal cell phones for work-related issues, including responding to calls and/or messages from supervisors and co-workers, clocking in and out, providing status reports about patients, communicating in the work group chat, uploading information into Electronic Medical Records (EMR), among other things. However, Spring Fertility fails to reimburse Employees for a percentage of the cell phone bill.

Spring Fertility has, therefore, failed to reimburse Ms. Cantu and other Employees for necessary work expenses in violation of California law.

X. Ms. Cantu May be Entitled to Attorneys' Fees and Costs

The Act provides that "any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs. Labor Code § 2699(g)(1). Therefore, in the event that Ms. Cantu and/or another similar representative is successful in a civil action against Spring Fertility, he is entitled to an award of attorneys' fees and costs. See also Labor Code §§ 218.5, 1194, 1193.6; Code Civ. Proc. § 1021.5.

Conclusion

As described herein, Ms. Cantu contends that she constitutes an "aggrieved employee" as the term is defined by Labor Code § 2699(c). Ms. Cantu alleges that the current or former Employees that she seeks to represent also constitute "aggrieved employees" under the statute. As discussed herein, Spring Fertility violated the Labor Code and the relevant IWC Wage Order and thereby deprived Ms. Cantu and other current or former Employees of their statutory rights and protections afforded to them. Ms. Cantu has thus satisfied the prerequisites of the Act to serve as a representative of all current or former Spring Fertility Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions both set forth herein as well as for those which may be later discovered on behalf of herself and all others similarly situated.

Accordingly, if the Labor and Workforce Development Agency neither acts, nor declines to intervene within sixty-five days from the date of this correspondence, Ms. Cantu may elect to initiate and/or amend a civil action, on behalf of herself and all others similarly situated, to include the persons and allegations described herein and/or those discovered after sending this correspondence, subject to Labor Code §§ 2698 et seq., as well as other related claims arising out of their employment with Spring Fertility.

Sincerely,
Consumer & Employment Lawyers



R. Craig Clark
Alicja A. Urtnowski

Cc: *Via Certified Mail*

SPRING FERTILITY MANAGEMENT LLC
CSC - LAWYERS INCORPORATING SERVICE
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SACRAMENTO, CA 95833

SPRING FERTILITY HOLDINGS, LLC
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Nam D. Tran
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Chau Dang
1 Daniel Burnham Ct #110c
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Kimberly Kwok
1 Daniel Burnham Ct #110c
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EXHIBIT 2

CONSUMER & EMPLOYMENT LAWYERS

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consumerandemploymentlawyers.com
Formerly known as Clark Law Group

February 9, 2026 *Transmitted via Online Upload*

California Labor and Workforce Development Agency
ATTN: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

RE: Isella Cantu and Yunuen Gutierrez Bautista v. SPRING FERTILITY MANAGEMENT LLC, SPRINGFERTILITY HOLDINGS, LLC, SPRING FERTILITY MANAGEMENT OAKLAND LLC, SPRING FERTILITY MANAGEMENT SILICON VALLEY LLC, SPRING FERTILITY MASTER MSO LLC, Nam D. Tran, Peter Klatsky, Kimberly Kwok, Chau Dang, and Tanya Ly

Amended Notice of Labor Code Violations Pursuant to Labor Code § 2699.3

LWDA Case Number: LWDA-CM-1050532-24

Dear PAGA Administrator,

Consumer and Employment Lawyers represent **Isella Cantu and Yunuen Gutierrez Bautista** ("Plaintiffs") in the above-captioned matter. This amended PAGA Notice relates back to the Original PAGA Notice filed with the LWDA on September 13, 2024. The purpose of this Amended PAGA Letter is to inform you that Plaintiffs, on behalf of themselves and all others similarly situated, assert the legal rights granted to them under the Private Attorneys General Act (the " Act "), as set forth in California Labor Code ("Labor Code") §§ 2698 et seq. This correspondence includes the current facts and theories to support the violations alleged herein. This correspondence will also be sent to Counsel for SPRING FERTILITY MANAGEMENT LLC, SPRINGFERTILITY HOLDINGS, LLC, SPRING FERTILITY MANAGEMENT OAKLAND LLC, SPRING FERTILITY MANAGEMENT SILICON VALLEY LLC, SPRING FERTILITY MASTER MSO LLC, Nam D. Tran, Peter Klatsky, Kimberly Kwok, Chau Dang, and Tanya Ly (collectively "Spring Fertility") via electronic mail. Therefore, this correspondence serves to satisfy the notice requirements of the Act. By uploading and sending this correspondence in the manner set forth in the Act, Plaintiffs are complying with the Act's statutory notice requirements.

/ / /

Factual Statement and Theories of Liability

Ms. Cantu has been employed by Spring Fertility as a non-exempt hourly employee from approximately April 8, 2024, to approximately October 2024. Throughout her employment, Ms. Cantu was assigned to work in a Spring Fertility Sunnyvale location in California.

Ms. Gutierrez Bautista has been employed by Spring Fertility as a non-exempt hourly employee since approximately August 2024. Throughout her employment, Ms. Gutierrez Bautista was assigned to work in a Spring Fertility Sunnyvale location in California.

SPRING FERTILITY MANAGEMENT LLC is a Delaware limited liability company that does business in California. It is in the business of providing services in fertility and egg freezing treatments. See https://springfertility.com.

SPRING FERTILITY HOLDINGS, LLC is a Delaware limited liability company that does business in California. It is in the business of providing services in fertility and egg freezing treatments. See https://springfertility.com.

SPRING FERTILITY MANAGEMENT OAKLAND LLC is a Delaware limited liability company that does business in California. It is in the business of providing services in fertility and egg freezing treatments. See https://springfertility.com.

SPRING FERTILITY MANAGEMENT SILICON VALLEY LLC is a Delaware limited liability company that does business in California. It is in the business of providing services in fertility and egg freezing treatments. See https://springfertility.com.

SPRING FERTILITY MASTER MSO LLC is a Delaware limited liability company that does business in California. It is in the business of providing services in fertility and egg freezing treatments. See https://springfertility.com.

Nam D. Tran is believed to have incorporated Spring Fertility and to be its co-founder, and is also believed to have been the Chief Medical Officer of Spring Fertility during Plaintiffs employment. Mr. Tran is believed to have been employed by Spring Fertility and is alleged to have acted on behalf of Spring Fertility and/or to have acted individually or as an officer, agent, or employee of Spring Fertility. Therefore, Mr. Tran may be liable for the violations of law described herein. *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-813; Labor Code §1197.1(a).

Peter Klatsky is believed to have incorporated Spring Fertility and to be its co-founder, and is also believed to have been the Chief Executive Officer of Spring Fertility during Plaintiffs

employment. Mr. Klatsky is believed to have been employed by Spring Fertility and is alleged to have acted on behalf of Spring Fertility and/or to have acted individually or as an officer, agent, or employee of Spring Fertility. Therefore, Mr. Klatsky may be liable for the violations of law described herein. *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-813; Labor Code §1197.1(a).

Kimberly Kwok is believed to be the Supervisor during Plaintiffs employment. Ms. Kwok is believed to have been employed by Spring Fertility and is alleged to have acted on behalf of Spring Fertility and/or to have acted individually or as an officer, agent, or employee of Spring Fertility. Therefore, Ms. Kwok may be liable for the violations of law described herein. *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-813; Labor Code §1197.1(a).

Chau Dang is believed to be the Supervisor and/or Senior Medical Assistant during Plaintiffs employment. Chau Dang is believed to have been employed by Spring Fertility and is alleged to have acted on behalf of Spring Fertility and/or to have acted individually or as an officer, agent, or employee of Spring Fertility. Therefore, Chau Dang may be liable for the violations of law described herein. *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-813; Labor Code §1197.1(a).

Tanya Ly is believed to be the Supervisor and/or Senior Lead Medical Assistant during Plaintiffs employment. Tanya Ly is believed to have been employed by Spring Fertility and is alleged to have acted on behalf of Spring Fertility and/or to have acted individually or as an officer, agent, or employee of Spring Fertility. Therefore, Tanya Ly may be liable for the violations of law described herein. *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 811-813; Labor Code §1197.1(a).

Plaintiffs assert that they and other individuals currently or formerly employed by Spring Fertility in the state of California as non-exempt employees (collectively referred to herein as ("Employees"), were subject to the same and/or similar policies, practices, guidelines, procedures, and/or culture described herein. Plaintiffs further assert that they and all other Employees have suffered, and will continue to suffer, the same and/or similar Labor Code violations described herein.

Any and all claims alleged in this correspondence are asserted on behalf of Plaintiffs and all other current or former Employees who were employed by Spring Fertility in California, during the applicable statutory period and who have suffered the same and/or similar Labor Code violations alleged herein, as well as any other violations of the PAGA arising out of their employment with Spring Fertility that may be later discovered since investigation is ongoing.

Because investigation is ongoing, Plaintiffs reserve their right to assert any and all related facts, claims, and/or theories discovered after the sending of this correspondence on behalf of themselves and the current or former Employees that they seek to represent against Spring Fertility and/or other persons that may be discovered after the sending of this correspondence. Such other persons include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of Spring Fertility, as well as those persons who caused and/or concurrently contributed to the various acts and/or omissions of each and every one of the others, including Spring Fertility, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in and/or ratified any or all of the acts or omissions complained of herein, and those who are acting within the authority and scope of Spring Fertility. *Atempa v. Pedrazzani*, 27 Cal.App.5th at 811-813.

I. Spring Fertility Failed to Pay Minimum, Regular, Overtime and/or Double Time Wages in Violation of Labor Code §§ 204, 206, 210, 212, 216, 221, 225.5, 510, 1182.12, 1194, 1197, 1197.1, 1198, and 1199 and IWC Wage Order No. 4-2001.

Labor Code § 204 establishes the fundamental right of an employee in California to be timely paid wages for their work. Pursuant to Labor Code § 1197, an employer is prohibited from paying or causing its employees to be compensated at a rate less than the fixed minimum, as set by the commission, for all time worked. See also Labor Code § 1199 (making such conduct a misdemeanor); IWC Wage Order No. 4-2001, subdiv. 4. Additionally, it is unlawful for an employer to employ persons for more than eight hours per day and/or forty hours per workweek without compensating them at the rate of one and one-half or two times the employee's regular pay rate, depending on the number of hours worked. Labor Code §§ 510, 1198; see also IWC Wage Order No. 4-2001, subdiv. 3(A). Pursuant to Labor Code § 1194, an employee is permitted to recover any unpaid balance of the minimum wage or overtime compensation not paid for all hours worked. Moreover, any employer who causes an employee to be paid a wage lower than that of the fixed minimum is required to pay a civil penalty. Labor Code § 1197.1; see also IWC Wage Order No. 4-2001, subdiv. 20(A).

Plaintiffs assert that as a policy, practice, guideline, procedure, and/or culture Spring Fertility does not properly compensate its Employees for all hours worked. Plaintiffs contend that Spring Fertility required them and other Employees to perform work on behalf of Spring Fertility without compensation.

As a policy, practice, guideline, procedure, and/or culture, Spring Fertility often required its Employees to work off the clock.

For example, Plaintiffs and other Employees were often required to clock in and out on a time sheet that had to be approved by the supervisor. Recording any overtime is disfavored and unauthorized. Employees are instructed to not record overtime without prior authorization from the supervisor. The company policy is that overtime has to be "pre-approved," and Employees often risk discipline when recording any overtime. However, because Spring Fertility Employees are required to engage in their job duties at all times, including patient care and assisting with procedures, they are often required to work more than eight hours a day to complete the assigned tasks and duties. Plaintiffs allege that the supervisors often edit their and other Employees' time sheets to shave hours worked, and/or engage in time rounding, so that they do not receive the proper minimum and/or overtime wages. Plaintiffs and other Employees are also required to report to work approximately 15 min before the scheduled start of the shift, in order to change into the required uniform at the location, without compensation for that time. Plaintiffs and other Employees are also required to clean and disinfect exam rooms at the end of the day, often after clocking out. Plaintiffs and other Employees thus often work off the clock before clocking in and after clocking out, without compensation for that time.

Plaintiffs and other Employees regularly work off the clock during the time Spring Fertility deducts from their time records as "meal breaks," even though the Employees are not provided with a legally compliant meal break. Spring Fertility regularly required its Employees to record a meal break despite being unable to take a break, and instead instructed Employees to work through breaks.

Spring Fertility regularly modified its Employees' time sheets, and inserted a meal break, when in fact Employees had no opportunity to take a legally compliant break. As such, Spring Fertility often adjusts its Employees' time records to reflect meal breaks of exactly 30 min in length, regardless of whether Employees are provided with meal breaks.

Plaintiffs and other Employees were often instructed and required to clock out for a meal break using the application on their phones, and continue working, including: being in a room with a patient and/or medical provider, conducting and/or assisting with a procedure, scheduling appointments, taking vitals, assisting and rooming patients, completing blood work, stocking, cleaning the exam rooms, obtaining and uploading lab results, completing various medical forms, and communicating on the company work chat, among other duties. Plaintiffs and other Employees are also often required to monitor patient interaction with the provider while off the clock.

Plaintiffs and other Employees are routinely required to report, and do report in a work group chat, the status of patients, jobs, and duties assigned to them, indicating that they are

either with a patient, doctor, or in a procedure, while, according to Spring Fertility's time records, being "clocked out" and "off the clock."

Spring Fertility supervisors often send messages to Plaintiffs and other Employees directing them to clock out for a meal break, and then clock back in exactly after 30 min, but continue working. On a number of occasions, Plaintiffs were directed to clock out for a meal break on their phone while they were actively assisting on a procedure with a patient. On several occasions, when Plaintiffs could not access their phone to clock out because they were actively working on a procedure with a patient in an exam room, they were forced by their supervisor to ask their co-worker to access their phone that was outside the room to clock them out for a meal break, and then clock back in after exactly 30 min, despite the fact they were unable to take a meal break while assisting patients. However, Employees that do not follow Spring Fertility instructions risk discipline, retaliation, and termination.

Spring Fertility regularly instructs Plaintiffs and other Employees to clock out for a meal break before the fifth hour of work, but continue with their work duties as described herein and not take that break, and then try to take a break if there is some downtime later on in a day. In fact, Chau Dang, a supervisor and/or Senior Medical Assistant at Spring Fertility, stated in an employee work group chat that it is the Spring Fertility practice and/or culture to "*clock out for lunch at 11 (or before your 5th hour) and take it whenever you're free lol*."

As such, Plaintiffs assert that Spring Fertility has a policy, practice, guideline, procedure, and/or culture of automatically deducting a thirty-minute meal period from the hours worked by its Employees regardless of whether they were actually provided with an opportunity to take a thirty-minute meal period free from all work activities. Employees thus regularly engage in work-related activities during the time that Spring Fertility automatically deducts from their time worked.

In addition, Employees are required to complete various mandatory trainings while off the clock, without compensation.

Plaintiffs thus assert that they and other Employees were often required to perform work on behalf of Spring Fertility outside of the work hours recorded by Spring Fertility, without proper compensation for minimum and overtime/double time wages.

In addition, Employees, including Plaintiffs, were regularly required to respond to calls and messages from their supervisors, medical assistants, and providers, outside of work hours, without compensation for the time spent responding to calls and/or messages.

As such, Plaintiffs and other Employees did not receive the minimum, overtime, and/or double time compensation they are entitled to. Thus, Plaintiffs allege Spring Fertility regularly shaves and/or shortens Employees' hours worked and does not compensate its non-exempt employees for all time worked as required by California law.

Plaintiffs contend that as a policy, practice, guideline, procedure, and/or culture, Spring Fertility regularly requires Employees to work more than 8 hours per day and/or 40 hours per week, without being paid the appropriate overtime and/or double time compensation. Because Spring Fertility failed to appropriately pay overtime and/or double time compensation to Employees who worked more than 8 hours per day and/or 40 hours per week, Spring Fertility did not pay its non-exempt employees in accordance with California law.

Additionally, Plaintiffs allege that Spring Fertility fails to timely pay all earned wages. For instance, the paychecks Plaintiffs and other Employees receive from Spring Fertility do not include compensation for all hours worked as described herein. Therefore, it was difficult to track what hours Employees were being paid for and at what rate. Plaintiffs assert that despite notifying Spring Fertility of the error, Spring Fertility did not promptly remedy the issues by paying all wages earned and due.

Based on the foregoing, Plaintiffs assert that Spring Fertility engaged in conduct that violated California law by failing to compensate them and other Spring Fertility Employees appropriately.

II. Spring Fertility Failed to Provide Legally Compliant Meal Periods or Compensation in Lieu Thereof, in Violation of Labor Code §§ 204, 226.7, and 512 and IWC Wage Order No. 4-2001.

Labor Code § 512 states, "[a]n employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes." Additionally, an employer is not permitted to employ a person for a work period of more than ten hours per day without providing the employee with a second meal period of at least thirty minutes. Labor Code § 512. Meal periods of no less than 30 minutes must be provided before the end of the employee's fifth and tenth hours of work, respectively. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041. California law further obligates employers to completely relieve their employees of all work and work related responsibilities during the entirety of the legally required meal periods. Id. at 1040. In order to comply with their meal period obligations, employers must also relinquish all control over its employees, and cannot impede or discourage their employees from taking uninterrupted, work-free meal periods. Id. An employee who is required to perform any work

related task at any point during his or her meal period has not received a meal period in accordance with California law. Labor Code § 226.7.

If an employer fails to provide an employee with a legally compliant meal period, the employer **must** pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that a legally compliant meal period was not provided.

Labor Code § 226.7; IWC Wage Order No. 4-2001, subdiv. 11(D). Premium wages under Labor Code § 226.7 are wages due payable in accordance with the Labor Code. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114; see also Labor Code § 204.

As a policy, practice, guideline, procedure, and/or culture, Spring Fertility regularly requires its non-exempt employees to work more than 5 hours per workday. However, despite regularly working more than 5 hours per workday, Employees, such as Plaintiffs, were not provided with the reasonable opportunity to take meal periods that occurred before the 5th hour of work and/or that were free from all work and work-related responsibilities during the entirety of the 30-minute meal period.

Additionally, even though Spring Fertility Employees often worked more than 10 hours in a day, Spring Fertility failed to provide them with a second meal period of at least thirty minutes.

Plaintiffs assert that the demanding work schedule assigned to Spring Fertility Employees did not allow time for legally compliant meal periods. Moreover, Plaintiffs allege that as a policy, practice, guideline, procedure, and/or culture Spring Fertility does not schedule any meal periods for its non-exempt employees.

As discussed herein, Plaintiffs contend that Spring Fertility has a policy, practice, guideline, procedure, and/or culture of automatically deducting 30 minutes for a meal period regardless of whether Employees were provided with the opportunity to take a legally compliant meal period. As such, Spring Fertility often adjusted its' Employees' timesheets to reflect meal breaks, even though a compliant meal break was not taken.

Plaintiffs therefore contend that Spring Fertility has a policy, practice, guideline, procedure, and/or culture that requires Spring Fertility Employees to engage in their job duties for the entire duration of their work shift. As a result, Spring Fertility Employees are not provided with legally compliant meal periods.

Plaintiffs assert that Spring Fertility instructed them and other Employees to work through meal breaks, and engage in work related activities at all times. As discussed above, while

"clocked out" for a meal break, Employees were regularly required to be in a room with a patient and/or medical provider, conduct and/or assist with a procedure, schedule appointments, take vitals, assist and room patients, complete blood work, stock, clean the exam rooms, obtain and upload lab results, complete various medical forms, monitor patient interaction with the provider, and communicate on the company work chat, among other duties. As such, Employees were not able to take legally compliant meal breaks.

Plaintiffs also contend that Spring Fertility requires Employees to carry a personal cell phone and/or tablet for the entire duration of their work shift, including during meal periods. Spring Fertility Employees were also expected to be readily available to perform work on behalf of Spring Fertility during meal periods, such as by responding to calls and/or messages, among other things. As a result, Spring Fertility Employees were not provided with meal periods that were free from work or interruption.

Thus, Employees were not provided with the opportunity to take meal periods that were free from work-related responsibilities. By imposing unbearable work schedules onto its non-exempt employees, Spring Fertility compelled, encouraged, and/or otherwise directed its non-exempt employees to work through their meal periods.

Plaintiffs further contend that Spring Fertility does not have a procedure for Employees to document non-compliant meal periods. As a result, Spring Fertility does not compensate Employees the required meal period premiums for non-compliant meal periods.

Based on the foregoing, Plaintiffs contend Spring Fertility has failed to comply with its meal period obligations under California law by not providing Employees with legally compliant meal periods or compensation in lieu thereof.

III. Spring Fertility Failed to Provide Legally Compliant Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code §§ 204, 226.7 and IWC Wage Order No. 4-2001

IWC Wage Order No. 4-2001, subdiv. 12(A) requires employers to authorize and permit off duty rest periods for every four hours worked, or major fraction thereof. Unless an employer relieves its employees of any and all work-related duties and also relinquishes all control over how its employees spend their time during rest periods, the employer has not authorized and permitted lawful off- duty rest periods. *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269. If an employer fails to provide an employee with an off-duty rest period in accordance with California law, the employer is required to pay an employee one additional hour of pay at the employee's regular rate of compensation for each workday in which a lawful rest period was not provided. Labor Code § 226.7; See also IWC Wage Order No.

4-2001, subdiv. 12(B). Premium wages under Labor Code § 226.7 are wages due payable in accordance with the Labor Code. Murphy, 40 Cal.4th at 1103-1114; see also Labor Code § 204.

Plaintiffs and other Employees employed by Spring Fertility typically work more than 4 hours per workday. However, Plaintiffs allege that as a policy, practice, guideline, procedure, and/or culture, Spring Fertility regularly fails to authorize and permit Employees to take off-duty rest periods for every four hours worked, or major fraction thereof, in violation of California law. Plaintiffs contend they and other Employees were denied legal rest periods largely due to Spring Fertility's requirement that Employees are to be readily available to perform their work duties at all times, such as respond to calls and messages, be in a room with a patient and/or medical provider, conduct and/or assist with a procedure, schedule appointments, take vitals, assist and room patients, complete blood work, stock, clean the exam rooms, obtain and upload lab results, complete various medical forms, monitor patient interaction with the provider, and communicate on the company work chat, among other duties, as discussed herein.

In addition, Plaintiffs allege that Spring Fertility fails to schedule enough Employees so that Plaintiffs and other Employees could be relieved from their duties to take their meal and rest periods.

Plaintiffs further assert that Spring Fertility does not have a policy, practice, guideline, procedure, and/or culture for Employees to record non- compliant rest periods and/or fails to compensate Employees the required rest period premium for non-compliant rest periods. Spring Fertility's conduct thus constitutes a violation of California law.

IV. Spring Fertility Failed to Timely Pay Wages Owed Upon Termination in Violation of Labor Code §§ 201-203, 213, 256

Under Labor Code § 201, when an employer discharges an employee, all wages earned and unpaid at the time of discharge are immediately due and payable. Similarly, if an employee does not have a written contract for a definite period and quits his or her employment, the employee's wages are due and payable no later than 72 hours thereafter, unless the employee has given 72-hours previous notice of his/her intention to quit, then the employee is entitled to his/her wages at the time of quitting. Labor Code § 202(a). If an employer willfully fails to pay all wages owed to an employee in accordance with Labor Code §§ 201 and 202, the employee's wages are to continue as a penalty, equal to one day of wages at the employee's regular rate of pay, starting from the date at which such wages were due until paid or until an action is commenced. Labor Code § 203. However, the wages are not to continue for more than a period of thirty days. Id.

Plaintiffs contend that Spring Fertility has a policy, practice, guideline and/or culture of not timely paying all wages owed upon discharge nor paying the required waiting time penalties. For instance, as discussed herein, Spring Fertility failed to compensate Employees for all hours worked, failed to pay the appropriate overtime wages to Employees for hours worked in excess of eight per day and/or forty per week, and failed to pay the required meal and/or rest period premiums to Spring Fertility Employees for non- compliant meal and/or rest periods.

Plaintiffs therefore contend that Spring Fertility failed to pay all wages owed to former Employees who separated from Spring Fertility within the statutory period in violation of California law.

V. Spring Fertility Failed to Provide Paid Sick Days and Written Notice of the Amount of Sick Leave Available in Violation of Labor Code § 246.

California law requires that an employer provide 24 hours (or 3 days) of paid sick leave per year for full-time employees. Labor Code § 246. Employees are to earn a minimum of 1 hour of paid leave for every 30 hours worked. Id.

Plaintiffs allege that Spring Fertility has a policy, practice, guideline, procedure, and/or culture of failing to provide Employees with one hour of paid sick leave for every 30 hours worked in accordance with California law.

Plaintiffs further allege that Spring Fertility also failed to provide Employees with paid sick days since they were unable to accrue any such paid sick days at the rate provided by law as a result of Spring Fertility's failure to account for all time worked.

Plaintiffs also contend that Spring Fertility has a policy, practice, procedure, guideline and/or culture of failing to provide written notice to Employees of their available sick leave, as such amounts are not included on the wage statements, nor are they provided with the information in separate writing on the designated pay date along with their wages. Accordingly, Spring Fertility has failed to comply with California law.

VI. Spring Fertility Failed to Furnish Legally Compliant Wage Statements in Violation of Labor Code §§ 226, 226.3 and IWC Wage Order No. 4-2001

An employer is required to provide its employees with accurate and itemized wage statements. Labor Code § 226(a). Pursuant to Labor Code § 226(a), each wage statement must show "(1) gross wages earned, (2) total hours worked by the employee…(4) all deductions…(5) net wages earned, (6) the inclusive dates of the period for which the

employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than the social security number, (8) the name and address of the legal entity that is the employer…(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate…" See also IWC Wage Order No. 4-2001, subdiv. 7(A).

Spring Fertility failed to comply with Labor Code § 226 because they failed to provide Plaintiffs and other current or former Employees with legally compliant wage statements. Plaintiffs contend that Spring Fertility failed to provide wage statements that accurately reflect the gross wages and/or net wages earned due to Spring Fertility's failure to compensate Employees for all time worked, failure to pay the appropriate overtime compensation to Employees for hours worked beyond eight hours per day and/or forty hours per week, and failure to pay premium wages Employees for non-compliant meal and/or rest periods, as discussed herein.

Spring Fertility also failed to provide wage statements that properly include the pay period information for each wage statement, the accurate rate of pay, the required available sick time and/or the name of the legal entity that employed the Spring Fertility Employees in violation of California law.

During the statutory period, Spring Fertility thus failed to comply with the requirements outlined by California law by failing to provide legally compliant wage statements to all current or former Spring Fertility Employees.

VII. Spring Fertility Failed to Maintain Accurate Payroll Records in Violation of California Labor Code §§ 226(a) and 1174 and IWC Wage Order No. 4-2001

Labor Code § 1174 requires every employer to "keep a recording showing the names and addresses of all employees employed…" Labor Code § 1174 further requires "[e]very person employing labor in this state [to] keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily and the wages paid. Such records are to be kept according to the rules established by the commission for such purpose and must be kept on file for no less than three years. Id. An employer is further obliged under Labor Code § 226(b) to keep the information required by Labor Code § 226(a) and afford current or former employees the right to inspect or copy records pertaining to their employment. See also IWC Wage Order No. 4-2001, subdivs. 7, 19 and 20.

As discussed herein, Spring Fertility has a policy, practice, guideline, procedure, and/or culture of failing to maintain accurate employee information and payroll records which accurately reflect, for example, the gross and net wages earned as well as the total hours of time worked each day by Plaintiffs and other Spring Fertility Employees.

Additionally, Plaintiffs are informed and believe that Spring Fertility fails to maintain a copy of all documents related to the hiring and/or employment of Spring Fertility Employees, and/or fails to provide Spring Fertility Employees with the opportunity to inspect or copy such documents upon request in violation of California law. Therefore, Plaintiffs contend that Spring Fertility failed to comply with Labor Code §§ 226 and 1174.

VIII. Spring Fertility Failed to Provide Copies of Signed Documents in Violation of Labor Code § 432

Pursuant to Labor Code § 432, an employer is obligated, upon request, to provide its employees with a copy of any and all documents signed in connection with obtaining or holding employment.

As stated herein, Plaintiffs assert, based on information and belief, that Spring Fertility failed to maintain a copy of all documents signed by Employees that relate to their hiring by and/or employment with Spring Fertility, and/or failed to provide a copy of such documents to Employees who requested a copy thereof in violation of Labor Code § 432. Therefore, Plaintiffs allege that Spring Fertility has failed to comply with California law.

IX. Spring Fertility Failed to Reimburse Non-Exempt Employees for Necessary Work Expenses in Violation of Labor Code §§ 2800 and 2802, 2804 and IWC Wage Order No. 4-2001

Labor Code § 2800 states that an employer shall indemnify employee losses caused by the employer's want of ordinary care. Accordingly, pursuant to Labor Code § 2802, an employee is entitled to reimbursement from his or her employer for all expenses or losses incurred as a result of employment. Moreover, when an employer requires uniforms to be worn by non-exempt employees, the employer shall provide and maintain such uniforms. IWC Wage Order No. 4-2001, subdiv. 9 defines "uniform" to include apparel of distinct color or design.

Plaintiffs assert that as a policy, practice, guideline, and/or procedure, Spring Fertility requires its Employees to wear a distinctive uniform as a condition of their employment. In addition, Spring Fertility requires its Employees to wear blue, white or black long sleeve top and white, grey, or black shoes while working on behalf of Spring Fertility. As a practice or

procedure, Spring Fertility neither provides Employees with the long sleeve top and the shoes, nor reimburses its Employees for the cost of purchasing and/or maintaining the required uniform in violation of California law.

Plaintiffs and other Employees are required to use their personal cell phones for work-related issues, including responding to calls and/or messages from supervisors and co-workers, clocking in and out, providing status reports about patients, communicating in the work group chat, uploading information into Electronic Medical Records (EMR), among other things. However, Spring Fertility fails to reimburse Employees for a percentage of the cell phone bill.

In addition, Plaintiffs and other Employees were required to complete mandatory trainings and licenses, without reimbursement for the cost. For example, Spring Fertility required "CPT 1" license as condition of the employment, threatening that Employees "will lose their jobs" if they do not get the license, which cost approximately $1,500. However, Spring Fertility failed to reimburse for the cost of the various trainings/licenses they required. Plaintiffs are informed and believe that only at the beginning of 2026, Spring Fertility started reimbursing its Employees for some of the required licenses, but continue to refuse to reimburse for the costs incurred prior to that.

Spring Fertility has, therefore, failed to reimburse Plaintiffs and other Employees for necessary work expenses in violation of California law.

X. Plaintiffs May be Entitled to Attorneys' Fees and Costs

The Act provides that "any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs. Labor Code § 2699(g)(1). Therefore, in the event that Plaintiffs and/or another similar representative is successful in a civil action against Spring Fertility, he is entitled to an award of attorneys' fees and costs. See also Labor Code §§ 218.5, 1194, 1193.6; Code Civ. Proc. § 1021.5.

Conclusion

As described herein, Plaintiffs contend that they constitute an "aggrieved employee" as the term is defined by Labor Code § 2699(c). Plaintiffs allege that the current or former Employees that they seek to represent also constitute "aggrieved employees" under the statute. As discussed herein, Spring Fertility violated the Labor Code and the relevant IWC Wage Order and thereby deprived Plaintiffs and other current or former Employees of their statutory rights and protections afforded to them. Plaintiffs have thus satisfied the prerequisites of the Act to serve as a representative of all current or former Spring Fertility

Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions both set forth herein as well as for those which may be later discovered on behalf of herself and all others similarly situated.

Accordingly, if the Labor and Workforce Development Agency neither acts, nor declines to intervene within sixty-five days from the date of this correspondence, Plaintiffs may elect to initiate and/or amend a civil action, on behalf of herself and all others similarly situated, to include the persons and allegations described herein and/or those discovered after sending this correspondence, subject to Labor Code §§ 2698 et seq., as well as other related claims arising out of their employment with Spring Fertility.

Sincerely,
Consumer & Employment Lawyers



R. Craig Clark
Alicja A. Urtnowski

Cc: Via Electronic Mail

Counsel for SPRING FERTILITY MANAGEMENT LLC, SPRING FERTILITY MANAGEMENT OAKLAND LLC, SPRING FERTILITY MASTER MSO LLC, SPRING FERTILITY HOLDINGS, LLC, SPRING FERTILITY MANAGEMENT SILICON VALLEY LLC, Nam D. Tran, Peter Klatsky, Tanya Ly, and Chau Dang:

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DECLARATION OF SERVICE

Isella Cantu v. Spring Fertility Management, LLC, et al.
San Francisco County Superior Court, Case No.: CGC-24-619940

I am employed in the county of San Diego, State of California. I am over the age of 18 and not a party to this action. My business address is 3258 Fourth Avenue, San Diego, CA 92103. On October 14, 2026, I served the document(s) described as:

1. FIRST AMENDED COMPLAINT

on the following interested parties and in the manner as follows:

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☒ **BY ELECTRONIC SERVICE:** I hereby certify that I served the foregoing document(s) on the above-listed addressee(s) via electronic mail at the electronic address(es) listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Declaration was executed on October 14, 2026, at San Diego, California.

/s/ Karen Martinez
Karen Martinez