**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 and 10 inclusive;

Defendants.

CASE NO.: CGC-24-619940

*Assigned for all purposes to the Honorable A. Marisa Chun, Department 302*

**[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR COURT APPROVAL OF PAGA SETTLEMENT**

Complaint Filed: November 11, 2024
FAC Filed: October 14, 2026

**[PROPOSED] JUDGMENT AND ORDER**

Having reviewed and considered the parties' PAGA Settlement Agreement ("Settlement Agreement") and Plaintiff's unopposed motion for approval of PAGA settlement, and all supporting documents on file, and for good cause appearing, the COURT HEREBY ORDERS:

1. The Settlement Agreement attached hereto as **Exhibit 1** is APPROVED as fair, adequate, and reasonable and is entered as an Order of the Court.
2. The approximated amounts payable to Aggrieved Employees as set forth in the Settlement Agreement are APPROVED as fair, adequate, and reasonable, and the Parties are ordered to carry out the notice to Aggrieved Employees and payment procedures as set forth in the Settlement Agreement.
3. The Court orders, adjudges, and decrees that the California Labor & Workforce Development Agency and Aggrieved Employees, as defined in the Settlement Agreement, including Plaintiff, fully release and forever discharge Defendants 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 ("Defendants") and Released Parties from Released PAGA Claims as defined in the Settlement Agreement.
4. The amounts payable to the LWDA as set forth in the Settlement Agreement are APPROVED as fair, adequate, and reasonable, and the Parties are ordered to carry out payment to the LWDA as set forth in the Settlement Agreement.
5. The amounts requested as payable to Plaintiff's counsel for attorney's fees and reimbursement of litigation costs as set forth in the Settlement Agreement are APPROVED as fair, adequate, and reasonable. Plaintiff's counsel shall be entitled to the payment of attorneys' fees of $23,333.33 as set forth in the Settlement Agreement and reimbursement of litigation costs of $24,973.70.
6. The incentive PAGA Representative Service Payments to Plaintiff in the amount of $5,000 is APPROVED as fair, adequate, and reasonable, and the Parties are ordered to carry out the payments as set forth in the Settlement Agreement.

7. The amount of $4,700 payable for settlement administration is APPROVED as fair, adequate, and reasonable, and the Parties are ordered to carry out the payment procedure to the Settlement Administrator as set forth in the Settlement Agreement.
8. The putative class claims are hereby dismissed without prejudice.
9. The Court shall retain jurisdiction over this matter until advised that full and final performance of all terms and conditions of the Settlement Agreement have been satisfied.

**IT SO ORDERED.**

Dated: _____

_____
Hon. A. Marisa Chun
Judge of the California Superior Court

# EXHIBIT 1

# PAGA SETTLEMENT AGREEMENT

***Yunuen Gutierrez Bautista v. Spring Fertility Management LLC et al.***
**San Francisco Superior Court Case No. CGC-24-619940**

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Yunuen Gutierrez Bautista ("Plaintiff") and Spring Fertility Management, LLC, Spring Fertility Holdings, LLC, Spring Fertility Management Oakland, LLC, Spring Fertility Management Silicon Valley LLC, and Spring Fertility Master MSO LLC (collectively, the "Entity Defendants"), and Nam D. Tran, Peter Klatsky, Kimberly Kwok, Chau Dang, and Tanya Ly (collectively, the "Individual Defendants"). The Entity Defendants and Individual Defendants are collectively referred to as "Defendants." The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

## 1. DEFINITIONS.

1.1 "Action" means the action captioned *Isella Cantu and Yunuen Gutierrez Bautista v. Spring Fertility Management LLC et al.*, San Francisco Superior Court Case No. CGC-24-619940, pending in the Superior Court of California, County of San Francisco, including the representative PAGA claims asserted therein.

1.2 "Administrator" means Atticus Administration LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means all current and former non-exempt, hourly paid employees employed by the Entity Defendants in California who worked during the PAGA Period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7 "Court" means the Superior Court of California, County of San Francisco.

1.8 "Defense Counsel" means Jason A. Geller and Hyunki (John) Jung of Fisher & Phillips LLP.

1.9 "Effective Date" means the date by when all of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement; (b) to the extent required, the Court enters an order approving dismissal without prejudice of the putative class claims and class allegations in the Action; and (c) the Judgment becomes final. The Judgment is final when the time to appeal has expired without an appeal having been filed, or, if an appeal or other review is sought, when the Judgment is finally affirmed and no further review is available.

1.10 "Gross Settlement Amount" means Seventy Thousand Dollars ($70,000.00), which is the total amount Defendants agree to pay under this PAGA Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, any Court-approved PAGA Representative Service Award, and the Administrator's Expenses Payment.

1.11 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12 "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.13 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.14 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.15 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, any PAGA Representative Service Award, and the Administration Expenses Payment. The remainder shall constitute the PAGA Penalties and shall be allocated between the LWDA and Aggrieved Employees as provided in this Agreement.

1.16 "PAGA Counsel" means Consumer & Employment Lawyers, including R. Craig Clark and Alicja Urtnowski, the attorneys representing the Plaintiff in the Action.

1.17 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18 "PAGA Representative Service Award" means any amount approved by the Court to be paid to Plaintiff in recognition of her service as the representative in connection with the PAGA claims and Settlement.

1.19 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for one or more of the Entity Defendants for at least one day during the PAGA Period.

1.20 "PAGA Period" means the period from September 17, 2025 through the date on which the Court enters an order approving the PAGA Settlement, subject to Paragraph 8 below.

1.21 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.22 "PAGA Notice" means (a) the September 13, 2024 PAGA notice submitted by Isella Cantu to Defendants and the LWDA and (b) the February 9, 2026 amended PAGA notice submitted by Cantu and Plaintiff to Defendants and the LWDA, LWDA Case No. LWDA-CM-1050532-24, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount after deduction of the Court-approved payments identified in Paragraph 3.2, allocated 35% to the Aggrieved Employees and 65% to the LWDA.

1.24 "Plaintiff" means Yunuen Gutierrez Bautista, the named PAGA representative in the Action.

1.25 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.26 "Released PAGA Claims" means the claims being released as described in Paragraph 5.2. below.

1.27 "Released Parties" means Defendants and each of their past and present parents, subsidiaries, affiliates, related entities, predecessors, successors, assigns, insurers, and each of their respective past and present officers, directors, members, managers, shareholders, owners, employees, agents, representatives, attorneys, and insurers.

1.28 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.29 "Defendants" means the Entity Defendants and Individual Defendants identified in the introductory paragraph of this Agreement.

## 2. RECITALS.

2.1 On November 20, 2024, Isella Cantu commenced the Action by filing a complaint against Defendants asserting putative class and PAGA claims. The Court thereafter granted leave to amend to add Plaintiff as a named plaintiff. In connection with the

Settlement, and per the Court's order granting leave to amend, the Parties agree that the amended complaint will add Plaintiff as a named plaintiff and Plaintiff will serve as the PAGA representative for purposes of this Settlement, and that the putative class claims and class allegations in the Action will be dismissed without prejudice, subject to Court approval as required. The amended pleading adding Plaintiff is referred to as the "Operative Complaint." Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified therein, and deny any and all liability for the claims alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff and her predecessor representative Isella Cantu provided the PAGA Notice to Defendants and the LWDA, including the amended PAGA notice dated February 9, 2026.

2.3 On September 15, 2026, the Parties participated in mediation presided over by Michael D. Young, Esq., which led to this Agreement to settle the representative PAGA claims in the Action.

2.4 Prior to mediation, the Parties exchanged informal discovery and information, including payroll and timekeeping data, relevant policies and procedures, data points for the number of employees and pay periods during the relevant time period, and other records relevant to the claims and potential PAGA exposure.

2.5 The Settlement is predicated on dismissal without prejudice of all putative class claims and class allegations asserted in the Action. Plaintiff shall seek such dismissal and, to the extent required, Court approval of the dismissal, as part of the PAGA settlement approval process.

## 3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay Seventy Thousand Dollars ($70,000.00) and no more as the Gross Settlement Amount. Defendants shall have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.3%, which is currently estimated to be $23,333.33, and PAGA Counsel Litigation Expenses Payment of not more than $25,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel

Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To Plaintiff: A PAGA Representative Service Award of not more than $5,000, subject to Court approval. Defendants will not oppose Plaintiff's request for a reasonable PAGA Representative Service Award not exceeding that amount. If the Court approves an amount less than requested, the difference shall remain in the Net Settlement Amount.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $4,700 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $4,700, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: The Net Settlement Amount shall constitute the PAGA Penalties, with sixty-five percent (65%) allocated to the LWDA PAGA Payment and thirty-five percent (35%) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves any PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Award, or Administration Expenses Payment in an amount less than requested, the difference shall remain in the Net Settlement Amount and increase the PAGA Penalties available for allocation between the LWDA and Aggrieved Employees. The Administrator will report the Individual PAGA Payments on IRS Form 1099.

## 4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate that approximately 3,500 eligible PAGA Pay Periods accrued through September 15, 2026. The Parties' agreement concerning the estimate, buffer, and any adjustment is set forth in Paragraph 8.

4.2 Aggrieved Employee Data. Within 20 days after appointment of the Administrator, or such other date mutually agreed upon by the Parties, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will disburse all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and any Court-approved PAGA Representative Service Award. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator

must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

**5. RELEASES OF CLAIMS**. Effective on the date when Defendants fully fund the entire Gross Settlement Amount following the Effective Date, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff, in her individual capacity, irrevocably and unconditionally releases, acquits, and forever discharges the Released Parties from any and all individual claims, demands, liabilities, damages, actions, causes of action, wages, penalties, restitution, interest, attorneys' fees, costs, and other individual relief of any nature whatsoever, whether known or unknown, suspected or unsuspected, arising out of or relating to Plaintiff's employment with Defendants or any act or omission occurring on or before the date Plaintiff executes this Agreement (the "Plaintiff Individual Released Claims"). The Plaintiff Individual Released Claims include all individual claims that may lawfully be released arising under federal, state, or local statutory, regulatory, contractual, tort, or common law, including claims arising under the California Labor Code and applicable Wage Orders. Plaintiff's Release does not extend to claims arising after Plaintiff executes this Agreement, claims to enforce this Agreement, vested benefits, unemployment insurance benefits, workers' compensation benefits, rights that cannot lawfully be waived, or the representative PAGA claims resolved pursuant to Paragraph 5.2 below.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Individual Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff acknowledges that her individual general release and section 1542 waiver shall not become effective unless and until the Effective Date occurs and Defendants fully fund the Gross Settlement Amount in accordance with this Agreement.

5.2 Release of PAGA Claims. Plaintiff, acting as a representative of the State of California, releases on behalf of the State of California and all Aggrieved Employees the Released Parties from any and all claims for civil penalties under PAGA, Labor Code sections 2698 et seq., that were alleged or reasonably could have been alleged based on the facts, circumstances, policies, practices, and Labor Code violations alleged in the Action or the PAGA Notice during the PAGA Period, including alleged violations of Labor Code sections 201, 202, 203, 204, 206, 210, 212, 216, 221, 225.5, 226, 226.3, 226.7, 246, 256, 432, 510, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, and 512, and applicable provisions of IWC Wage Order No. 4-2001 (the "Released PAGA Claims"). The Released PAGA Claims shall be binding on all Aggrieved Employees regardless of whether they participate in, object to, cash, or receive an Individual PAGA Payment. Aggrieved Employees shall have no right to opt out of the Settlement. Nothing in this release extinguishes any Aggrieved Employee's individual claim for wages, damages, restitution, statutory penalties payable directly to that employee, or other individual relief, except Plaintiff's individual claims expressly released under Paragraph 5.1.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Action, the PAGA Notice, the Released PAGA Claims, and this Settlement.

**6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd.

(l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. Plaintiff also shall take the steps reasonably necessary to obtain dismissal without prejudice of the putative class claims and allegations asserted in the Action and, to the extent required, Court approval of such dismissal.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. No material modification required by the Court shall become binding unless agreed to in writing by the Parties.

6.4 Condition of Court Approval. Court approval of the PAGA Settlement and, to the extent required, Court approval of the dismissal without prejudice of the putative class claims and allegations are express conditions precedent to the effectiveness and consummation of this Settlement. If Court approval of the PAGA Settlement or any required Court approval of the dismissal without prejudice of the putative class claims and allegations is finally denied after the Parties have undertaken reasonable efforts in good faith to obtain approval, this Agreement shall be null and void, Plaintiff's individual release and section 1542 waiver shall be of no force or effect, Defendants shall have no funding or payment obligation under this Agreement, and the Parties shall be restored to their respective positions immediately before execution of this Agreement, except as otherwise agreed in writing.

## 7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Atticus Administration LLC to serve as the Administrator and verified that, as a condition of appointment, Atticus Administration LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

**8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on Defendants' records and the information available to the Parties at mediation, the Settlement is based on an estimate of 3,500 eligible PAGA Pay Periods accrued during the PAGA Period. The Gross Settlement Amount includes a ten percent (10%) buffer above that estimate. Accordingly, so long as the actual number of eligible PAGA Pay Periods accrued in the PAGA Period does not exceed 3,850, Defendants shall have no obligation to increase the Gross Settlement Amount based on the number of eligible PAGA Pay Periods. If the actual number of eligible PAGA Pay Periods accrued in the PAGA Period exceeds 3,850, Defendants shall have the right, in their sole discretion, either: (a) to increase the Gross Settlement Amount by a pro rata amount for each additional pay period, which is by Twenty Dollars ($20.00) for each eligible PAGA Pay Period exceeding 3,850; or (b) to establish the end of the PAGA Period as the date on which the 3,850 PAGA Pay Period threshold was reached. Defendants shall notify PAGA Counsel in writing of their election before submission of the motion for approval or, if the information necessary to make the election is not then available, promptly after the information becomes available.

**9. CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, and PAGA Representative Service Award, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

## 10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. Defendants further deny that any putative class alleged in the Action satisfies the requirements for class certification. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the PAGA Settlement and Plaintiff's individual release contained herein, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party concerning those matters.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense

Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or on the day transmitted by email, addressed as follows:

| | |
|---|---|
| To Plaintiff:<br>Consumer & Employment Lawyers<br>Attn: R. Craig Clark / Alicja Urtnowski<br>3258 Fourth Avenue<br>San Diego, CA 92103<br>cclark@clarklawyers.com<br>aurtnowski@celg.org | To Defendants:<br>Fisher & Phillips LLP<br>Attn: Jason Geller / Hyunki (John) Jung<br>One Montgomery Street Suite 3400<br>San Francisco, CA 94104<br>jgeller@fisherphillips.com<br>hjung@fisherphillips.com |

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement, including amendment of the operative pleading, dismissal without prejudice of the putative class claims and allegations, and proceedings necessary to obtain approval of the PAGA Settlement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

ACCEPTANCE BY PLAINTIFF

Yunuen Gutierrez Bautista (Oct 13, 2026 15:24:11 PDT)

Yunuen Gutierrez Bautista

Date: Oct 13, 2026

ACCEPTANCE BY DEFENDANT

Nam D. Tran

Date: _____

ACCEPTANCE BY SPRING FERTILITY MANAGEMENT, LLC, on behalf of itself and the Entity Defendants

By: _____

Name: _____

Title: _____

Date: _____

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or on the day transmitted by email, addressed as follows:

| | |
|---|---|
| To Plaintiff:<br>Consumer & Employment Lawyers<br>Attn: R. Craig Clark / Alicja Urtnowski<br>3258 Fourth Avenue<br>San Diego, CA 92103<br>cclark@clarklawyers.com<br>aurtnowski@celg.org | To Defendants:<br>Fisher & Phillips LLP<br>Attn: Jason Geller / Hyunki (John) Jung<br>One Montgomery Street Suite 3400<br>San Francisco, CA 94104<br>jgeller@fisherphillips.com<br>hjung@fisherphillips.com |

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ACCEPTANCE BY PLAINTIFF

_____
Yunuen Gutierrez Bautista

Date: _____

ACCEPTANCE BY DEFENDANT

_____
Nam D. Tran

Date: _____

ACCEPTANCE BY SPRING FERTILITY MANAGEMENT, LLC, on behalf of itself and the Entity Defendants

By: Mark Bokermann
Mark Bokermann (Oct 14, 2026 14:38:30 CDT)

Name: Mark Bokermann

Title: CFO

Date: 10/14/2026

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or on the day transmitted by email, addressed as follows:

| To Plaintiff: | To Defendants: |
|---|---|
| Consumer & Employment Lawyers<br>Attn: R. Craig Clark / Alicja Urtnowski<br>3258 Fourth Avenue<br>San Diego, CA 92103<br>cclark@clarklawyers.com<br>aurtnowski@celg.org | Fisher & Phillips LLP<br>Attn: Jason Geller / Hyunki (John) Jung<br>One Montgomery Street Suite 3400<br>San Francisco, CA 94104<br>jgeller@fisherphillips.com<br>hjung@fisherphillips.com |

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ACCEPTANCE BY PLAINTIFF

_____
Yunuen Gutierrez Bautista

Date: _____

ACCEPTANCE BY DEFENDANT

nam tran (Oct 16, 2026 08:59:31 PDT)
_____
Nam D. Tran

Date: 10/16/2026

ACCEPTANCE BY SPRING FERTILITY MANAGEMENT, LLC, on behalf of itself and the Entity Defendants

By: _____

Name: _____

Title: _____

Date: _____

ACCEPTANCE BY DEFENDANT

Peter Klatsky
Peter Klatsky (Oct 14, 2026 14:12:17 EDT)

Peter Klatsky

Date: 10/14/2026

ACCEPTANCE BY DEFENDANT

Kimberly Kwok

Date: _____

ACCEPTANCE BY DEFENDANT

Chau Dang

Date: _____

ACCEPTANCE BY DEFENDANT

Tanya Ly

Date: _____

ACCEPTANCE BY DEFENDANT

_____
Peter Klatsky

Date: _____

ACCEPTANCE BY DEFENDANT



_____
Kimberly Kwok

Date: 10/14/2026

ACCEPTANCE BY DEFENDANT

_____
Chau Dang

Date: _____

ACCEPTANCE BY DEFENDANT

_____
Tanya Ly

Date: _____

ACCEPTANCE BY DEFENDANT

_____
Peter Klatsky

Date: _____

ACCEPTANCE BY DEFENDANT

_____
Kimberly Kwok

Date: _____

ACCEPTANCE BY DEFENDANT

Chau Dang (Oct 23, 2026 08:54:54 PDT)
_____
Chau Dang

Date: _____

ACCEPTANCE BY DEFENDANT

_____
Tanya Ly

Date: _____

ACCEPTANCE BY DEFENDANT

_____
Peter Klatsky

Date: _____

ACCEPTANCE BY DEFENDANT

_____
Kimberly Kwok

Date: _____

ACCEPTANCE BY DEFENDANT

_____
Chau Dang

Date: _____

ACCEPTANCE BY DEFENDANT

Tanya Ly (Oct 14, 2026 13:40:09 PDT)
_____
Tanya Ly

Date: 10/14/2026