R. Craig Clark (SBN 129219)
cclark@celg.org
Alicja A. Urtnowski (SBN 321215)
aurtnowski@celg.org
CONSUMER AND EMPLOYMENT LAWYERS
3258 Fourth Avenue
San Diego, CA 92103
Telephone: (619) 239-1321

Attorneys for Plaintiff Yunuen Gutierrez Bautista

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

CLASS & REPRESENTATIVE ACTION

DECLARATION OF R. CRAIG CLARK IN SUPPORT OF PLAINTIFF YUNUEN GUTIERREZ BAUTISTA'S UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT AND APPLICATION FOR ATTORNEYS' FEES, COSTS, ADMINISTRATION COSTS AND PAGA REPRESENTATIVE SERVICE PAYMENT

Complaint Filed: November 20, 2024
FAC Filed: October 14, 2026

Date: December 04, 2026
Time: 9:00 A.M.
Dept: 302

I, R. Craig Clark, declare as follows:

1. I am an attorney admitted and licensed to practice law in the state of California and before this honorable Court. I am the Founding Attorney at Consumer and Employment Lawyers and counsel of record for Plaintiff, Yunuen Gutierrez Bautista ("Plaintiff"). This declaration is in support of Plaintiff's Unopposed Motion for Approval of PAGA Settlement. The matters stated herein are known to me based upon my own personal knowledge, except as otherwise stated.

2. Our client, Yunuen Gutierrez Bautista ("Plaintiff Bautista" or "Plaintiff") has been employed by Defendants Spring Fertility as non-exempt employee and has been assigned to work in a Spring Fertility Sunnyvale location in California. Plaintiff Bautista has been employed by Defendants since approximately August 2024. Plaintiff's job duties included patient care, assisting medical procedures, cleaning and disinfecting exam rooms, taking vitals, assisting and rooming patients, completing blood work, stocking, obtaining and rooming patients, and completing various medical forms, among other duties. Plaintiff alleges that she and other non-exempt employees of Defendants were not properly compensated for all time worked. Plaintiff alleges that Defendants required or permitted non-exempt employees to perform work "off the clock," and did not pay proper minimum and/or overtime wages, as alleged in the Operative Complaint. Plaintiff further alleges that Defendants failed to provide legally compliant meal and rest periods and, instead, automatically deducted meal periods from employees' time records even when no compliant meal period was provided. Plaintiff brought the instant PAGA case alleging, among other things: (1) failure to timely pay minimum wages and overtime/ double time compensation; (2) failure to provide legally compliant meal periods or compensation in lieu thereof; (3) failure to provide legally compliant rest periods or compensation in lieu thereof; (4) failure to pay all wages owed upon separation; (5) failure to provide paid sick leave and written notice of the amount of sick leave available; (6) failure to furnish accurate itemized wage statements; (7) failure to maintain accurate records; (8) failure to provide copies of signed documents; (9) failure to reimburse for necessary work expenses; and (10) failure to pay all wages due and owing.

3. On September 13, 2024, my office gave written notice by certified mail to Defendants and LWDA, advising them of alleged Labor Code violations. The LWDA did not respond to the PAGA notice during the statutory 65-day time period. Thus, on November 20, 2024, my office filed this instant

PAGA action in San Francisco County Superior Court, establishing case no. CGC-24-619940.

4. Following motion practice, on February 18, 2025, the Court stayed this Action in light of the overlapping *De Alba* cases in Alameda County Superior Court Case Nos. 23CV034590 and 23CV048946.

5. On February 9, 2026, my office sent an Amended Notice of Labor Code Violations to the LWDA, on behalf Isella Cantu and Plaintiff Bautista. The Amended PAGA Notice expressly states that it relates back to the original September 13, 2024 notice, adds Plaintiff Bautista, and updates the facts and theories supporting the alleged Labor Code violations. The LWDA did not respond to the notice within the statutory 65-day period.

6. On June 17, 2026, the predecessor plaintiff Cantu filed a Motion to Lift Stay and for Leave to File a First Amended Complaint. The Motion sought to lift the stay on the ground that the *De Alba* action had reached final resolution following final approval of the class action settlement on March 25, 2026, and entry of final judgment on April 20, 2026, eliminating the basis for the stay. It also sought leave to add Yunuen Bautista as a named plaintiff to assert the same claims against Defendants based on alleged ongoing Labor Code violations.

7. Accordingly, on September 15, 2026, the Court granted the motion to lift stay, lifted the stay in this Action and granted leave to file a First Amended Complaint adding Plaintiff Yunuen Gutierrez Baustista as a named Plaintiff. A true and correct copy of the Court's September 15, 2026 order is on file with this Court and is incorporated herein by reference.

8. Per the Court's Order, on October 14, 2026, Plaintiff Bautista filed the Operative Complaint, FAC, which attaches the respective PAGA Notice(s). The FAC is on file with this Court and incorporated herein by reference. The FAC alleges a claim for violation of the PAGA statute predication on Labor Sections 200, 201, 202, 203, 204, 206, 210, 212, 213, 216, 218.5, 221, 223, 225.5, 226, 226(a), 226.3, 226.7, 227.3, 246, 256, 432, 510, 512, 512(a), 551, 552, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2804, 2810.5, 2698, et seq., and the applicable IWC wage orders, to which PAGA applies under Labor Code section 2699.5.

9. The Parties engaged in an extensive discovery and investigation into the facts and legal issues in this Action. My office conducted interviews with numerous aggrieved employees regarding the

claims alleged in this case. My office evaluated Plaintiff's PAGA claims by requesting and reviewing various information and documents from Defendants. The Parties agreed to exchange information and documents on informal basis in order to efficiently assess the claims at issue. The Parties also agreed to attend mediation in hopes of resolving this matter in a timely and efficient manner. In preparation for mediation, the Parties agreed to the exchange of information, data, and documents. Pursuant to this agreement, Defendants produced, among other things, Plaintiff's personnel files; employee handbooks and written policies; job descriptions for non-exempt positions; information regarding the number of current and former non-exempt employees during the PAGA Period; the number of PAGA Pay Periods worked; and a twenty percent (20%) representative sampling of time and payroll records for non-exempt employees during the PAGA Period, among other things. Based on the information and documents produced, my office conducted a detailed analysis of the merits of Plaintiff's claims and meaningfully evaluated the case prior to and in preparation for mediation.

10. On September 15, 2026, the parties mediated this case before Michael D. Young, Esq., a neutral mediator experienced in representative wage and hour matters. Prior to the mediation, my office reviewed the documents and data exchanged by the Parties for mediation purposes and performed analyses and calculations of potential PAGA penalties.

11. During the mediation, the Parties accepted the Mediator's proposal. Thereafter, the Parties engaged in further negotiations regarding the specific terms of the settlement, ultimately finalizing and executing a written settlement agreement. Based on my office's experience litigating similar representative wage and hour claims, and the information, data, and documents reviewed in connection with the mediation, my office was able to sufficiently assess the potential value and strength of the PAGA claims for purposes of this settlement. A true and correct copy of the fully executed Settlement Agreement is attached hereto as **Exhibit 1**. The Settlement Agreement is based on the LA Superior Court Model PAGA Settlement Agreement.

12. The $70,000.00 Gross Settlement Amount was negotiated at arm's length through extensive discussions among experienced counsel who are familiar with the legal and factual issues in this Action, and was reached with the assistance of an experienced mediator. Plaintiff's interests, as well as the interests of other aggrieved employees, were represented zealously by my firm, Consumer and

Employment Lawyers, while Defendants were equally represented by experienced attorneys from FISHER & PHILLIPS LLP. Prior to reaching the Settlement, my office conducted sufficient investigation and evaluation to assess the strength and potential value of the PAGA claims. Plaintiff and Defendants also jointly selected Atticus Administration LLC, an experienced neutral third-party administrator, to administer the Settlement.

13. Although penalties under PAGA are $100 per pay period for an initial violation and $200 per pay period for a subsequent violation, Plaintiff anticipates Defendants will argue that under Labor Code section 558, the penalties should be $50 per violation, because although Plaintiff seeks penalties through PAGA, PAGA provides the applicable civil penalty only if a particular Labor Code provision does not specify one. Here, meal and rest break premiums are not penalties, but wages, so section 226.7 does not contain a penalty, and Defendant will argue the penalty under section 558 should be applied. Likewise, failure to pay overtime is subject to $50 civil penalty provided in section 558, because section 558 applies to the penalties contained in the same chapter as section 510.

14. In this case, there are approximately 3,500 pay periods worked by approximately 196 non-exempt employees of Defendants (PAGA Settlement Members) during the PAGA Period. Following a comprehensive review of Defendants' timekeeping, payroll, and policy-related data produced in advance of mediation, my office evaluated the nature and frequency of the alleged PAGA violations. Accordingly, Plaintiff estimates that the potential PAGA penalties recoverable at trial is approximately $525,000 (3,500 pay periods × $50 penalty × 3, for overtime, meal premiums, and rest premiums). As such, the Total Settlement Amount of $70,000 represents approximately 13.33% of the maximum estimate. Considering courts frequently approve PAGA awards between 0.2% to 2.2% of the total potential penalties, this result is well within that range. Plaintiff attached a nominal value to the unreimbursed expenses claim based on the evidence in this case. Without accounting for the length of time each employee worked at Defendant during the PAGA Period, the average amount in penalties per employee is approximately $357.14.

15. There were risks that Plaintiff would recover nothing should this litigation continue. Defendants maintained numerous defenses to Plaintiff's theory of liability, which, if successful, had the potential to eliminate recovery altogether.

16. Plaintiff would pursue off-the-clock and overtime claims based on *Williams v. Superior Court,* 221 Cal.App.4th 1353 (2013), which holds that an employer's official written policy forbidding off-the-clock work does not immunize an employer from liability if an employer has a *de facto* practice of not paying employees for all hours worked. *Id*. at 1365, 1369. Here, Plaintiff anticipates Defendants would likely argue that they had a policy against overtime work without express written authorization from the employee's supervisor.

17. We also considered that Defendants would likely rely on California authority holding that time records showing late meal breaks alone are not sufficient to create a presumption of violations, because they do not answer the question of whether a meal break was voluntarily or involuntarily waived. *See Serrano v. Aerotek, Inc*., 21 Cal.App.5th 773, 781-82 (2018); *Lampe v. Queen of the Valley Medical Center*, 19 Cal.App.5th 832, 850-51 (2018).

18. With respect to break claims, Plaintiff also considered that Defendants would likely argue that some employees might have been able to take uninterrupted meal and rest breaks, while some might not have been able to (on different occasions and for different reasons). This could create individualized issues defeating manageability.

19. With respect to the failure to reimburse for work expenses claim, Defendants' policy regarding work uniforms states that employees were provided with uniforms. As such, even if some employees did not receive uniforms, the question presented would require testimony from individual employees and create a manageability issue if this case were to proceed to trial.

20. Further, with respect to derivative wage statements and untimely wage claims, if Plaintiff did not prevail on the underlying claims, then Plaintiff's derivative claims would also fail. *See Gomez v. Lincare, Inc.*, 173 Cal.App.4th 508, 524-25 (2009). Also, recent California authorities hold that such penalties are not triggered by meal and rest break claims, and when wages on wage statements and wages actually paid match. *Maldonado v. Epsilon Plastics, Inc*., 22 Cal.App.5th 1308 (2018) and *Naranjo v. Spectrum*, 40 Cal.App.5th 444 (2019).

21. Although a PAGA litigant need not meet the requirements of class certification (*Arias, supra*, 46 Cal.4th at 975), where it appears that the timekeeping and meal and rest break practices varied between Defendants' numerous locations in this case, Plaintiff would likely face difficulties in trying

this case manageably. *C.f. Tseng v. Nordstrom, Inc*., 2016 WL 7403288, at *4 (C.D. Cal. Dec. 19, 2016).

22. Thus, when considering the probability of lengthy litigation in the absence of a settlement, the risk that Plaintiff and the aggrieved employees might not have been able to succeed at trial, and the risk that a judge could award less penalties than $70,000, the settlement amount is reasonable.

QUALIFICATIONS OF COUNSEL

23. I have extensive experience in litigating wage and hour class action and representative actions under the Private Attorneys General Act of 2004 ("PAGA"), as outlined below.

24. I have practiced law in California for over 38 years. I have tried over 25 cases to juries and received two "Outstanding Trial Lawyer" awards. Over the past 30 years, my firm, Consumer and Employment Lawyers, has handled well over 200 class, collective and representative actions and complex commercial matters, including wage and hour class actions, cases under PAGA, other labor and employment issues and consumer fraud. My firm has served as class counsel, lead counsel and co-lead counsel in a majority of the matters. My firm has successfully prosecuted and obtained significant recoveries in wage and hour class, collective and representative PAGA actions brought in California, as described herein.

25. I am the founding partner of Consumer and Employment Lawyers. I graduated from the University of San Diego, School of Law in 1986 and have been practicing law in California since 1987. After law school, I joined the largest and most prestigious law firm in San Diego, Gray Cary Ames & Fyre (now DLA Piper), where I specialized in litigating complex cases mostly on behalf of corporate defendants and insurance companies, before leaving to represent individuals, groups of people, and small companies.

26. Before founding Consumer and Employment Lawyers, I was a partner at Steinberg, Miller and Clark, Clark & Markham, LLP, and Clark Law Group. Throughout my career, I have litigated at all levels of the California court system, including presenting oral argument before the California Supreme Court in a wage and hour class action lawsuit entitled *Mendoza v. Nordstrom, Inc*. in 2017.

27. I have served as co-lead counsel in many large class action settlements, many of which have included PAGA claims. My firm's settlements in wage and hour claims cases include a $2.9 million class and PAGA action settlement in *Bennie v. Lowes's HIW, Inc.*, United States District Court for the

Central District of California, Case Number 8:08-cv-00576-DOC-SH, which was finally approved on October 20, 2009; a $16.65 million class and PAGA action settlement in *Contreras v. Bank of America, N.A., et al.*, San Francisco County Superior Court, Case Number CGC-07467749, finally approved on September 3, 2010; a $9.8 million class and PAGA action settlement in *Vloria, et al. v. Stewart Title of California, Inc., et al.*, Fresno County Superior Court, Case Number 07 CE CG 01735 AMC, finally approved on October 27, 2020; and a $5.5 million class and PAGA action settlement in *De Valle, et al. v. L.A. Fitness International, LLC*, Los Angeles County Superior Court, Case Number BC438654, finally approved on December 12, 2012.

28. Other California wage and hour settlements my firm has obtained include a $850,000.00 class and PAGA action settlement in *Anderson, et al. v. Oracle Corporation*, Alameda County Superior Court, Case Number CIV469916/JCCP 4597; $3.5 million class and PAGA settlement in *Rosenloev, et al. v. 24 Hour Fitness, USA, Inc.*, Orange County Superior Court, Case Number 30-2009-00180140, finally approved on February 25, 2014; a $900,000.00 class and PAGA settlement in *Campagna, et al. v. Language Line, Services, Inc.*, Orange County Superior Court, Case Number 30-2012-00578934-CU-OE-CXC; a $1.97 million class action settlement in *Johnson, et al. v. Metlife Ins. Co.*, United States District Court for the Central District of California, Case Number 13-cv-128-JLS-RNB, finally approved on March 19, 2015; a $1.7 million class and PAGA action settlement in *American Advisors Group Wage and Hour Cases*, Orange County Superior Court, Case Number JCCP 4807, finally approved on October 16, 2017; a $1.75 million non-reversionary class and PAGA settlement in *Harrington v. Professional Security Consultants*, Los Angeles County Superior Court, Case Number BC538101, finally approved on June 5, 2017; and a $5.75 million class and PAGA action settlement in *DirecTV Wage and Hours Cases*, Santa Clara County Superior Court, Case Number JCCP 4850, finally approved on July 19, 2019.

29. My office also served as co-lead counsel and obtained final approval on March 20, 2018 in the *Wells Fargo Wage and Hour Cases* matter, Alameda County Superior Court, Case Number JCCP004821, for 28,474 class, PAGA and collective members with the gross settlement amount of $27.5 million.

30. On August 29, 2018, my office obtained final approval for a significant recovery in the amount of $2.75 million for the 364 class members in the *Gonzalez, et al. v. L and R Auto Parks, Inc*.

matter, Los Angeles County Superior Court, Case Number BC589677. On November 13, 2018, my office obtained final approval of a $600,000.00 PAGA settlement in *Kim v. ATV, Inc., dba American Tire Depot*, Los Angeles County Superior Court, Case Number BC616213. My firm obtained a $299,000.00 class and PAGA action settlement on November 30, 2018, in *Hoffman v. Legoland California, LLC*, San Diego County Superior Court, Case Number 37-2017-00026357-CU-OE-CTL. My firm also obtained a $2.2 million settlement for 990 class members in the class, PAGA, and collective action *De Leon v. Ricoh USA, Inc., et al.*, United States District Court for the Northern District of California, Case Number 3:18-cv-03725-JSC, which was finally approved on March 31, 2020. More recently, my firm served as lead counsel and obtained a wage and hour class and PAGA settlement of $12.1 million in Pacific Bell Wage and Hour Cases, Judicial Council Coordination Proceeding No. 5017, entitled *Leggins et. al. v. Pacific Bell Telephone Company, et al.*, Los Angeles County Superior Court (final approval granted on October 3, 2023), among other cases.

31. My office is, therefore, highly experienced in prosecuting wage and hour class, collective, and representative PAGA actions and can adequately and competently represent the Class in this matter. A true and correct copy of my firm's resume is attached hereto as **Exhibit 2** and incorporated herein by reference.

Attorneys' Fees, Litigation Costs, and Payments

32. Consumer and Employment Lawyers have incurred a substantial risk and expense in order to achieve the settlement in this Action. My firm prosecuted this Action on a purely contingent basis with all of the associated risk factors inherent to such an undertaking, such as the lack of guarantee that any fees or litigation costs would ever be recovered. My firm has not been compensated for any of its time or expenses incurred since this Action began in 2024.

33. I believe that an attorney's fees award of $23,333.33 (33.3% of the Gross Settlement Amount) is fair and reasonable, as the settlement confers a significant pecuniary benefit to PAGA Class Members and the State of California, and the amount is within the range of what is typically charged in the marketplace. Counsel's request, as expressed and contemplated in the Settlement Agreement, is in line with class and PAGA action settlements approved in the state of California under the common fund approach.

34. Consumer and Employment Lawyers' billing records include time spent investigating and researching the issues raised in this lawsuit, conducting interviews with aggrieved employees, drafting PAGA letters, drafting complaints, drafting and responding to correspondence, conducting legal research into the claims and defenses raised in the lawsuit, motion briefing, including motions to stay, to lift stay, and for leave to amend complaint, evaluating the information and data provided by Defendant, drafting motions, coordinating with co-counsel, reviewing thousands of pages of documents produced by Defendants, preparing for and attending private mediation session, negotiating and drafting the settlement in this matter, drafting and reviewing Plaintiff's motions for settlement approval, and monitoring the administration of the settlement and other necessary duties. To date, my office has expended a total of **153.2** hours on this case, which does not include the time that will be spent attending the approval hearing, attending to PAGA Member inquiries, ensuring that the settlement funds are distributed according to the Settlement Agreement and the Court's order, among other things. Accordingly, Consumer and Employment Lawyers' lodestar to date is **$100,256.00**. I estimate that my office will spend an additional 20 hours on this action. A breakdown of Consumer and Employment Lawyers' lodestar for this Action is below:

NAME	POSITION	YEAR OF LAW SCHOOL GRAD	RATE	HOURS	LODESTAR
R. Craig Clark	Attorney	1986	$1,150.0	33.8	$38,870.00
Alicja A. Urtnowski	Attorney	2014	$730.00	65.7	$47,961.00
Karen Martinez	Paralegal	N/A	$250.00	38.5	$9,625.00
Jeffrey Vargas	Paralegal	N/A	$250.00	15.2	$3,800.00
			Totals:	153.2	$100,256.00

35. The requested hourly rates for Consumer and Employment Lawyers' work in this lawsuit range from $250 to $1,150 per hour. My hourly rate for litigating this type of case is currently $1,150 per hour. I have been previously approved at $1,150 per hour by various courts. This hourly rate is based upon my over 38 years of legal experience and is the hourly rate that has been charged for my services in similar actions. The hourly rates for my paralegal(s) and associate(s) are also commensurate with their experience. Consumer and Employment Lawyers' hourly rates are also proportionate to the prevailing

market rates in California, including the San Francisco and San Diego area for attorneys of comparable experience and skill in handling this type of matters and are comparable to the Laffey Matrix index. The rates in this fee application are thus consistent with the market rates for comparably qualified and experienced counsel handling similar civil litigation.

36. Moreover, all of the Consumer and Employment Lawyers' hourly rates, including my hourly rate of $1,150, Attorney Alicja Urtnowski's hourly rate of $730 and Paralegals hourly rates of $250, have been previously approved by various courts, including, in the following cases: Pacific Bell Wage and Hour Cases, Judicial Council Coordination Proceeding No. 5017, entitled *Leggins et. al. v. Pacific Bell Telephone Company, et al.*, Los Angeles County Superior Court; *Brown, et. al. v. SyncTruck et. al*., Contra Costa County Superior Court, Case No. MSC18-02499; *Conquest, et. al. v. Triple Canopy, Inc., et. al.*, Sacramento County Superior Court, Case No. 34-2022-00322538; *Sortino v. Tryad Service Corporation, et. al.*, Kern County Superior Court, Case No. BCV-22-100570-TSC, *Nezzer v Command Security Services, LP,* Santa Clara County Superior Court, Case No. 23CV422144; *Villanueva v SAS Services, et al*, Southern District of California, Case No. 23-cv-1243-BAS-DEB; *Bradford v. Get Spiffy, Inc*., Los Angeles County Superior Court, Case No. 23STCV11538; and *Hatch v. Ace Parking Management, Inc. et. al*., San Diego County Superior Court, Case No. 24CU024764C.

37. The hours spent in litigating this matter are not only reasonable but were necessary for the successful prosecution of this action and for the recovery obtained on behalf of the members of the PAGA Settlement Class and the State of California.

38. The Settlement Agreement allows for Plaintiff's Counsel to seek reimbursement for actual litigation costs in an amount not to exceed $25,000 without objection from Defendants.

39. Since the inception of this litigation, Consumer and Employment Lawyers has incurred a total of **$ 24,973.70** in unreimbursed expenses. Such expenses include, but are not limited to, court filing fees, costs for legal research, mediation fees, case investigation, and costs for miscellaneous items like photocopies and postage. Attached hereto as **Exhibit 3** is a true and correct copy Consumer and Employment Lawyers' billing ledger to date for this lawsuit. It is anticipated that Consumer and Employment Lawyers will advance approximately $200 for filing fees, court appearances, and things of the like from now until the conclusion of this lawsuit.

40. All expenses incurred were reasonable and necessarily incurred in my office's efforts to effectively prosecute the lawsuit.

PAGA Representative Service Payment

41. I believe the requested PAGA Representative Incentive/Service Payment of $5,000 for Plaintiff Bautista is reasonable and warranted in light of Plaintiff's time and effort spent on this case and the benefit her efforts conferred upon the PAGA Class and the State of California. Plaintiff spent significant time assisting counsel with our investigation and conferring by email and telephone on a regular basis. In agreeing to serve as named Plaintiff, Plaintiff formally agreed to accept the responsibilities of representing the interests of the LWDA and other aggrieved employees, not just her own. Plaintiff also assisted in gathering and reviewing case documents and pleadings, assisted in the preparation for mediation, remained on standby during the mediation, participated in numerous telephonic conferences with us, and evaluated and approved the proposed Settlement on behalf of the PAGA Settlement Class. Further, Plaintiff also assumed the risk and potential negative notoriety resulting from suing her employer. In addition, in the Settlement Agreement of this PAGA matter, Plaintiff has agreed to provide a "general release" of claims through a waiver pursuant to California Civil Code section 1542, which is much broader than the release required of other PAGA Settlement Members.

42. I have no conflicts of interest with the aggrieved employees in this action. I am not related to the named Plaintiff. I have not previously represented Defendants in any matter. I am not aware of any actual or potential conflict of interest with the Settlement Administrator, Atticus Administration LLC, in this case. I do not have any financial interest in Atticus Administration LLC.

43. Based on my firm's experience, we were able to adequately and competently represent Plaintiff and the PAGA Settlement Class in this matter, as well as negotiate a settlement that I believe is fair, reasonable, adequate and in the best interest of the PAGA Settlement Class and the State of California in light of all known facts and circumstances including, but not limited to, the risk of continued litigation. Thus, I, along with Plaintiff and co-counsel, respectfully request that this Court finally approve the settlement and all requested awards.

44. The Labor Code § 2699(s)(2) provides " The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to

the agency at the same time that it is submitted to the court." As required by the PAGA statute, on November 3, 2026, we submitted the Settlement Agreement and the Operative Complaint, FAC, to the LWDA. A true and correct copy of the proof of the settlement documents submission to the LWDA is attached hereto as **Exhibit 4**. Thus, Plaintiff has fulfilled all obligations under Labor Code § 2699(s)(2).

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 this 3rd day of November, 2026 in San Diego, California.

R. Craig Clark

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

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 Attn: R. Craig Clark / Alicja Urtnowski 3258 Fourth Avenue San Diego, CA 92103 cclark@clarklawyers.com aurtnowski@celg.org	Fisher & Phillips LLP Attn: Jason Geller / Hyunki (John) Jung One Montgomery Street Suite 3400 San Francisco, CA 94104 jgeller@fisherphillips.com 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

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

EXHIBIT 2

CONSUMER & EMPLOYMENT LAWYERS

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

FIRM RESUME

ATTORNEY BIOGRAPHIES

R. Craig Clark (AV), Principal:
Areas of Practice: Consumer and Employee Class Actions, Serious Injury & Wrongful Death, Medical Malpractice, Elder Abuse & Nursing Home Cases, Insurance Bad Faith, Construction Defect, Sexual Harassment & Discrimination, Workplace Discrimination & Wrongful Termination, and Products Liability

Admissions: California, 1986; Utah, 1986

Education: University of San Diego School of Law (J.D., *cum laude*, 1986); University of Utah (B.S., 1984)

Biography: Principal of R. Craig Clark, P.C. dba Clark Law Group; Partner of Levine, Steinberg, Miller & Clark; Associate of Gray, Cary, Ames and Frye.

Achievements: Board of Governors of the California Trial Lawyers Association, Board of Governors of the San Diego Trial Lawyers Association, Outstanding Trial Lawyer Award by the SDTLA, Named Outstanding Alumnus by University of San Diego Law School graduating class.

Alicja A. Urtnowski, Attorney:
Areas of Practice: Wage and Hour Class Actions, Consumer Litigation, Employment Litigation, Products Liability

Admission: California, 2018

Education: University of San Diego School of Law (LL.M, 2017); Adam Mickiewicz University (Master Degree in Law, 2014)

CLASS, COLLECTIVE & REPRESENTATIVE ACTION BACKGROUND

Aguilera, et al. v. Eagle Systems International, Inc. dba Synergy Companies – Settled
Superior Court of California for the County of Alameda

Nature of the Case: Failure to Pay Wages, Failure to Pay Overtime Compensation, Failure to Reimburse for Business Expenses, Failure to Provide Waiting Time Penalties, Failure to Provide Meal and Rest Breaks, and Unfair Competition Law

Alcantar, et al. v. CVS Pharmacy, Inc., et al. – In Litigation
Superior Court of California for the County of San Diego
Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide One Day's Rest in Seven, Failure to Comply with California Labor Code Sections 850 and 851, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, as well as Kin Care Leave, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Alvarado v. Lewis Operating Corp. – In Litigation
Superior Court of California for the County of Sacramento
Nature of the Case: Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Alvarez v. Hamilton Sundstrand Corporation – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Wages Owed, Failure to Pay Wages Owed Upon Termination, Failure to Provide Meal and Rest Periods, Unfair Competition Law, and Private Attorneys General Act of 2004

Amin, et al. v. G2 Secure Staff, et al. – In Litigation
United States District Court for the Southern District of California
Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Anderson v. Oracle Corporation – Settled
Superior Court of California for the County of San Mateo
Nature of the Case: Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, and Unfair Competition Law

Andreas v. Lowe's HIW – Settled
United States District Court for the District of Nevada
Nature of the Case: Failure to Pay Overtime Compensation

Androstendiol Cases – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Deceptive Advertising

Arellano v. Kellermeyer Building Service, LLC – Settled
United States District Court for the Southern District of California
Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, Failure to Provide Itemized Wage Statements, Waiting Time Penalties, Unfair Competition Law, Unpaid Split Shift Premiums, and Unreimbursed Business Expenses

Austin v. Amazon.com, Inc. – Settled
United States District Court for the Western District of Washington
Nature of the Case: Unfair Competition Law and Failure to Pay Overtime and Wages

Avila v. DirecTV, LLC – Settled
Superior Court of California for the County of Santa Clara
Nature of Case: Failure to Pay Minimum Wages and Overtime, Failure to Provide Accurate Wage Statements, Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Beckman, et al. v. Arizona Canning Company, LLC – Settled
United States District Court for the Southern District of California
Nature of the Case: Deceptive and Misleading Advertising, Unfair Competition Law, and Consumer Legal Remedies Act

Beckman v. Wal-Mart Stores, Inc., et al. – Settled
United States District Court for the Southern District of California
Nature of the Case: Breach of Implied Warranty of Merchantability, Breach of Express Warranty, Breach of Implied Warranty of Fitness for a Particular Purpose, and Unfair Competition Law

Bello v. Proctor & Gamble – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Unpaid Meal and Rest Breaks, and Failure to Reimburse Necessary Work Expenses

Benitez, et al. v. LAZ Parking California LLC, et al. – In Litigation
Superior Court of California for the County of Orange
Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages as Designated by Statue or Contract, Failure to Appropriate Gratuity as Designated by Statue, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish

Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Bennie v. Lowe's HIW, Inc. – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law and Failure to Provide a Day of Rest

Bloland v. Zatt – Settled
Superior Court of California for the County of San Diego
Nature of the Case: Negligence, *Res Ispa* Loquitur, Private Nuisance, and Breach of Contract

Bogren, et al. v. The Hershey Slaty Snack Sales Company, et al. – In Litigation
United States District Court for the Southern District of California
Nature of Case: Unfair Competition Law, Deceptive and Misleading Advertising, Consumer Legal Remedies Act, Breach of Express Warranty, Breach of Implied Warranties, Intentional Misrepresentation, Negligent Misrepresentation, and Unjust Enrichment.

Bradford v Get Spiffy, Inc. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Pay Minimum Wages and Overtime, Failure to Provide Accurate Wage Statements, Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Budet v. AAG – Settled
Superior Court of California for the County of Orange
Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Timely Pay Wages Owed Upon Employment Termination, Breach of Contract, Failure to Provide Itemized Wage Statements, Unfair Competition Law, and Private Attorneys General Act of 2004

Bulisco v. Mosaic Sales Solutions US Operating Co., LLC – Settled
Superior Court of California for the County of Orange
Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed, Provide Meal and Rest Breaks, Failure to Itemize Wage Statements, Failure to Reimburse for Business Expenses, Split Shifts, and Timely Pay Upon Termination

Butler v. Time Warner Cable, Inc. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Wages, Failure to Provide Meal and Rest Breaks, and Private Attorneys General Act of 2004

Chalian/Cabrera, et al. v. CVS Rx Services, Inc., et al. – In Litigation
United States District Court for the Central of California
Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate Records, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Campangna, et al. v. Language Line Services – Settled
United States District Court for the Northern District of California
Nature of the Case: Unfair Competition and Unreimbursed Business Expenses

Campos v. Exodus Recovery, Inc., et al. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Pay All Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, Failure to Furnish a Safe and Healthful Place of Employment and Failure to Reimburse Business Expenses

Campos v. NY SEB, Inc., et al. – Settled
Superior Court of California for the County of Los Angeles
Nature of Case: Failure to Timely Pay Wages, Failure to Provide Meal and Rest Periods, Failure to Pay All Wages Owed Upon Separation, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Reimburse Business Expenses and Unfair Competition Law

Cantu v. Spring Fertility Management, LLC, et al. – In Litigation
Superior Court of California for the County of Santa Clara
Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate and Itemized Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unlawful Retaliatory Discharge from Employment, and Unlawful Retaliation

Cantu, et al. v. Spring Fertility Management, LLC, et al. – In Litigation
Superior Court of California for the County of San Francisco
Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to

Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Carey v. Autozoners, LLC – Settled
Superior Court of Nevada for the County of Clark
Nature of the Case: Unfair Competition Law and Failure to Pay Overtime

Cohen v. Lowe's HIW, Inc. – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Failure to Itemize Wage Statements, and Unlawful Deductions

Coleman v. Jenny Craig, Inc. (Co-Counsel) – Dismissed
United States District Court for the Southern District of California
Nature of the Case: Failure to Pay Overtime Compensation, Failure to Pay Wages Owed, Failure to Provide Meal and Rest Periods, Unfair Competition Law, and Private Attorneys General Act of 2004

Contreras, et al. v. Bank of America National Association – Settled
Superior Court of California for the County of San Francisco
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, and Unreimbursed Business Expenses

Corona v. Verizon Communications, Inc. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Pay Wages Owed, Failure to Timely Pay Wages Owed Upon Employment Termination, Breach of Contract, Unfair Competition Law, Vacation Time, and Private Attorneys General Act of 2004

Cortina, et al. v. North American Title Company (Co-Counsel) – Resolved
Superior Court of California for the County of Fresno
Nature of the Case: Failure to Pay Overtime Compensation, Failure to Pay Wages Owed, Failure to Pay Wages Owed Upon Employment Termination, Unfair Competition Law, Failure to Furnish Accurate Wage Statements, and Failure to Provide Meal and Rest Breaks

Cota v. Countrywide Securities Corporation – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, and Unfair Competition Law

Curiel v. Vivint Solar Developer, LLC, et al. – Settled
Superior Court of California for the County of San Diego
Nature of Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Pay

All Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, Failure to Furnish a Safe and Healthful Place of Employment, Failure to Provide Paid Sick Leave, Failure to Furnish a Safe and Healthful Place of Employment and Failure to Reimburse Business Expenses

Daniels, et al. v. Philip Morris, et al. – Settled
Supreme Court of California
Nature of the Case: Unfair Competition Law and Unlawful Marketing of Cigarettes to Children

Daprizio v. Harrah's Las Vegas, Inc., et al. – Settled
United States District Court for the District of Nevada
Nature of the Case: Unfair Competition Law and Failure to Pay Overtime and Wages

Davies v. Wells Fargo Bank – Settled
Superior Court of California for the County of San Francisco
Nature of the Case: Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, and Unfair Competition Law

Decarr v. Harvest Management Sub LLC, et al. – Settled
Superior Court of California for the County of Santa Clara
Nature of the Case: Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, Failure to Itemize Wage Statements, and Unfair Competition Law

De Leon v. Ricoh USA, Inc., et al. – Settled
United States District Court for the Northern District Court of California
Nature of Case: Failure to Pay Minimum and Overtime Wages, Failure to Provide Legally Compliant Meal and Rest Periods, Failure to Reimburse Business Expenses, Failure to Pay Wages Owed, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Records, Unfair Competition Law, Private Attorneys General Act of 2004, and Fair Labor Standards Act.

Del Valle v. L.A. Fitness International LLC – Settled
Superior Court of California for the County of Orange County
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, Meal and Rest Breaks, Reimburse Expenses, and Split Shifts

Devahl v. B.J.'s Restaurant Inc. – Settled
Superior Court of California for the County of Orange County
Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Doidge v. Kemper Independence Insurance Company – Settled
Superior Court of California for the County of Riverside

Nature of the Case: Breach of the Implied Covenant of Good Faith and Fair Dealing, Breach of Contract, and Unfair Competition Law

Estrella v. Freedom Financial Network, LLC, et al. – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law

Evans v. Walmart Stores, Inc. (Co-Counsel) – Settled
United States District Court for the District of Nevada
Nature of the Case: Unfair Competition Law and Failure to Pay Overtime

Eberly, et al. v. Off Duty Officers Inc., et al. – In Litigation
Superior Court of California for the County of San Diego
Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate or Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Fjeld v. Penske Logistics LLC – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Unpaid Wages, Overtime, Meal and Rest Breaks, and Failure to Itemize Wage Statements

Fontes v. Heritage Operating, L.P., et al. – Settled
United States District Court for the Southern District of California
Nature of the Case: False Advertising and Unfair Competition Law

Friedlander v. Hot Topic, Inc. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Reimburse Business Expenses, Failure to Provide Meal and Rest Periods, Failure to Pay Overtime, and Unfair Competition Law

Friend v. Wellpoint – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Unpaid Overtime, and Missed Meal Periods

Fulcher v. Guess?, Inc. – Settled
Superior Court of California for the County Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Reimburse for Business Expenses, Unpaid Meal and Rest Breaks, and Unpaid Overtime

Fuller v. Discount Tire Co., Inc., et al. – Settled
Superior Court of California for the County of Santa Clara
Nature of the Case: Unfair Competition Law and Unpaid Travel Time

Fuzell v. Hallmark Marketing Corporation – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Unpaid Time, and Unreimbursed Expenses

Gable, et al. v. All Nation Security, et al. – In Litigation
Superior Court of California for the County of Los Angeles
Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate or Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Gandara v. Nestle Purina Petcare Company, et al. – Settled
United States District Court for the Southern District of California
Nature of the Case: Unfair Competition Law and Consumers Legal Remedies Act

Godoy v. American Technologies, Inc. – Settled
Superior Court of California for the County of Alameda
Nature of the Case: Failure to Timely Pay Wages Owed, Failure to Pay Overtime Wages, Failure to Provide Second Meal Periods or Compensation, Failure to Timely Pay Wages to Terminated Employees, Failure to Reimburse for Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Gomez v. Frito-Lays, Inc., et al. – In Litigation
Superior Court of California for the County of San Bernardino
Nature of Case: Negligence, Strict Products Liability – Manufacturing Defect, Strict Products Liability – Design Defect, Breach of Implied Warranty of Fitness for Purpose, Breach of Express Warranty, and Violation of the Unfair Competition Law

Gonzalez v. L and R Auto Parks – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Furnish Timely and Accurate Wage Statements, Unfair Competition Law, and Private Attorneys General Act of 2004

Gray v. Bank of America National Association – Settled
United States District Court for the Northern District of California
Nature of the Case: Unfair Competition Law, Overtime, and Meal and Rest Breaks

Gruender v. First American Title Company – Settled
Superior Court of California for the County of Orange
Nature of the Case: Unfair Competition, Overtime, and Meal and Rest Breaks

Guffey, et. al. v. Rokit, Inc. et al. – In Litigation
Superior Court of California for the County of Los Angeles
Nature of the Case: Willful Misclassification, Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Furnish Timely and Accurate Wage Statements, Unfair Competition Law, and Private Attorneys General Act of 2004

Harrington v. Professional Security Consultants – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Pay Waged Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Hatch, et al. v. ACE Parking Management, Inc., et al. – Settled
Superior Court of California for the County of San Diego
Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate or Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Heinze v. Paragon Systems, Inc. dba Parasys, Inc. – Settled
Superior Court of California for the County of San Diego
Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Requiring Employees to Agree, in Writing, to Terms or Conditions Known by the Employer to be Prohibited by Law, Failure to Pay All Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Payroll Records, and Failure to Provide the Right to a Copy of Signed Documents

Hernandez v. Zumiez, Inc. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Itemize Wage Statements, and Failure to Reimburse Business Expenses

Hill v. Chico's Fas, Inc. – Settled
Superior Court of California for the County of San Mateo
Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Hoffman v. LEGOLAND California, LLC – Settled
Superior Court of California for the County of San Diego
Nature of the Case: Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Holdway v. Ken Small Industries – Settled
Superior Court of California for the County of Kern
Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Furnish Timely and Accurate Wage Statements, and Unfair Competition Law

Holt v. Kaiser Foundation Health Plan, Inc. – Settled
Superior Court of California for the County Alameda
Nature of the Case: Unfair Competition Law, Unpaid Wages, Overtime, Meal and Rest Breaks, and Failure to Furnish Timely, and Accurate Wage Statements

Hudson v. Pacific Bell Telephone Company – Settled
Superior Court of California for the County of Sacramento
Nature of the Case: Failure to Pay Minimum Wages and Overtime, Failure to Provide Compliant Meal and Rest Periods, Failure to Provide Accurate Wage Statements, Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Jimenez, et al. v. California Wireless Solutions, Inc. d.b.a. Sprint, et al. – Settled
Superior Court of California for the County of Santa Clara
Nature of the Case: Failure to Pay Minimum and Overtime Wages, Failure to Provide Written Commission Agreements, Unlawful Deduction of Wages, Secret Underpayment of Wages, Failure to Provide Meal and Rest Periods, Failure to Reimburse Business Expenses, Failure to Pay Wages Owed, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate Records, Unfair Business Practices, and Private Attorneys General Act of 2004

Johnson v. Metlife, Inc., et al. (Co-Counsel) – Settled
United States District Court, for the Central District of California
Nature of the Case: Unfair Competition Law, Failure to Provide Accurate Itemized Wage Statements, Failure to Pay Wages Upon Termination, Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Reimburse Business Expenses, and Failure to Provide Meal and Rest Breaks

Jones v. SeaWorld Parks & Entertainment, Inc., et al. – Settled
Superior Court of California for the County of San Diego
Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum Wages and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Pay Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, and Failure to Maintain Accurate Employee Records

Jones v. Wal-Mart Stores, Inc. (Co-Counsel) – Dismissed
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed, Overtime, and Failure to Itemize Pay Statements

Juarez, et al. v. K-Mart Corporation, et al. (Lead Co-Counsel) – Settled
Superior Court of California for the County Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, Failure to Provide Meal and Rest Breaks, and Off-the-Clock Work

Kendrick v. Borders Books – Bankrupt
Superior Court of California for the County of Orange
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Kim v. American Tire Depot, Inc. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Furnish Accurate Wage Statements, Failure to Provide Rest Periods, and Private Attorneys General Act of 2004

Kramer, et al. v. Uber Technologies, Inc., et al. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, Failure to Pay Meal and Rest Breaks, Off-the-Clock Work, and Private Attorneys General Act of 2004

Ladalardo v. Vivint Solar Developer, LLC, et al. – Settled
Superior Court of California for the County of San Diego
Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Willful Misclassification of Employees, Failure to Pay Minimum and Overtime Wages, Requiring Employees to Agree to Prohibited Terms or Conditions, Failure to Provide Written Commission Agreements, Failure to Provide the Right to a Copy of Signed Documents, Unlawful Deduction of Wages, Secret Underpayment of Wages, Failure to Provide Meal and Rest Periods, Failure to Reimburse Business Expenses, Failure to Timely Pay Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, and Failure to Maintain Accurate Employment Records

Lambert v. Frazee Franchise Corp. – Settled
Superior Court of California for the County of Orange
Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Leap v. Koloa Pacific Construction – In Litigation
Superior Court of California for the County of San Diego
Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages as Designated by Statue or Contract, Failure to Provide Legally Compliant Meal

and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Lee v. Vivint, Inc. – Settled
Superior Court of California for the County of San Diego
Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages Owed, Failure to Furnish Accurate Wage Statements, Failure to Provide Meal and Rest Periods, Unlawful Deduction of Wages, Failure to Reimburse Business Expenses, and Unfair Competition Law

Leggins, et al. v. Pacific Bell Telephone Company (Pacific Bell Wage and Hour Cases) – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Timely Pay All Final Wages, Failure to Furnish Written Accurate Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Reimburse Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Lizarraga v. CBC Restaurant Corp. – Settled
Superior Court of California for the County of Orange
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Lydon v. Paramount Pictures Corporation – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Markell v. Excalibur Pizza, LLC – Settled
Superior Court of California for the County of Sacramento
Nature of the Case: Failure to Reimburse Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Meco v. International Medical Research (and related cases) - Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Product Adulteration, and Illegal Sale of Drugs

Medina v. Replanet, LLC et al. – Settled
Superior Court of California for the County of Alameda
Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Provide Legally Compliant Meal and Rest Periods, Failure to Provide Accurate Itemized Wage Statements, and Failure to Provide Wages Owed Upon Termination

Mendez v. Walmart Stores, Inc. – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Unpaid Overtime, and Meal and Rest Breaks

Mendoza v. HIT Mobile, Inc. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Pay Overtime Compensation, Failure to Pay Wages Owed, Failure to Furnish Accurate Wage Statements, Forfeiture of Wages, Unfair Competition Law, and Private Attorneys General Act of 2004

Mendoza v. Nordstrom, Inc. – Dismissed
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Working 7 or More Consecutive Days, and Split Shifts

Merida v. HealthIQ Re, Inc., et al. – Dismissed
Superior Court of California for the County of San Diego
Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Reimburse Business Expenses, Failure to Pay All Wages Owed Upon Separation, Failure to Furnish Accurate Itemized Wages Statements, and Failure to Maintain Accurate Employment Records

Minor v. Barnes & Noble Booksellers, Inc. – Settled
Superior Court of California for the County Alameda
Nature of the Case: Unfair Competition Law and Private Attorneys General Act of 2004, and Claim for Paying with Out of State Check

Mitre v. Smart & Final Stores, LLC – Settled
Superior Court of California for the County of Santa Clara
Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Murry v. Kellogg Sales Company – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Misclassification, and Certified for Unitemized Wage Statements

Nezzer v. Gardaworld Security Services of California. Inc., et al. – In Litigation
Superior Court of California for the County of Alameda
Nature of Case: Failure to Timely and Properly Compensate for all Hours Worked, Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Nezzer, et al. v. Stanford Health Care, et al. - In Litigation
Superior Court of California for the County of Santa Clara
Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages as Designated by Statue or Contract, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Ogura v. Thrifty Payless, Inc. dba Rite-Aid – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Provide Rest Breaks, Unfair Competition Law, and Private Attorneys General Act of 2004

Ortega, et al. v. Defense International Corporation, et al. – In Litigation
Superior Court of California for the County of San Diego
Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Secretly Underpaying Wages, Failure to Pay Wages as Designated by Statue or Contract, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Provide One Day Rest in Seven, Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Outland v. Macy's Department Stores, Inc. (Co-Counsel) – Dismissed
Superior Court of California for the County of San Francisco
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

O'Neal v. Synctruck, LLC, et al. – Settled
Superior Court of California for the County of Sacramento
Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Provide Meal and Rest Periods, Failure to Timely Pay Wages Owed, Failure to Provide Paid Sick Leave or Written Notice of the Amount of Sick Leave Available, and Failure to Provide Accurate Itemized Wage Statements

Owen v. Robinson's-May, Inc. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law and Failure to Pay Vacation Accrued

Pacheco v. Pacific Telephone Company, et al. – In Litigation
Superior Court of California for the County of Contra Costa
Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages as Designated by Statue or Contract, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Padilla v. Kraft – Settled
Superior Court of California for the County of Orange
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Pearce v. SBC – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Permenter v. Pace Supply Corp. – Dismissed
Superior Court of California for the County of Santa Clara
Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, , Failure to Provide Accurate Wage Statements, Failure to Maintain Accurate Employee Records, Failure to Pay All Wages Owed Upon Separation, and Failure to Provide Reimbursement for Business Expenses

Perry v. San Joaquin Valley Colleges, Inc. – Settled
Superior Court of California for the County of Riverside
Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, and Unfair Competition Law

Phillips v. Greenback Operations, LLC, et al. – Settled
Superior Court of California for the County of Sacramento
Nature of Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Reimburse Necessary Business Expenses, Failure to Pay All Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, and Failure to Maintain Accurate Employment Records

Quinlan v. Lyft, Inc. – Dismissed
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Furnish Accurate Wage Statements, Failure to Provide Meal and Rest Periods, Failure to Pay all Wages Owed, Failure to Reimburse Necessary Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Rayan v. Unified Security Services, Inc., et al. – In Litigation
Superior Court of California for the County of Los Angeles
Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Rahimi v. Xpress Guards, et al. – In Litigation
Superior Court of California for the County of Los Angeles
Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Ramirez v. Wells Fargo Bank – Settled
Superior Court of California for the County of Alameda
Nature of the Case: Unfair Competition, Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Breaks, Off-the-Clock Work, and Fair Labor Standards Act.

Ramos v. Infinite Computer Solutions – In Litigation
Superior Court of California for the County of Solano
Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof;

Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Ramos v. Infinity Insurance Co. – Dismissed
United States Court of Appeals for the Ninth Circuit
Nature of the Case: Unfair Competition Law, California Insurance Code, Breach of Implied Covenant of Good Faith and Fair Dealing, Consumer Legal Remedies, and Declaratory Relief

Ramos v. Constellis, et. al. – Settled
Superior Court of California for the County of Sacramento
Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Furnish Accurate Wage Statements, Failure to Provide Meal and Rest Periods, Failure to Pay all Wages Owed, Failure to Reimburse Necessary Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Richie v. Blue Shield of California Life and Health Insurance Company – Settled
United States District Court for the Northern District of California
Nature of the Case: Failure to Reimburse Business Expenses, Failure to Pay Overtime Compensation, and Unfair Competition Law

Rodriguez v. Pacific Bell Telephone Company – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, and Failure to Provide Meal and Rest Breaks

Rodriguez, et al. v. SMG Food and Beverage LLC, et al. – In Litigation
Superior Court of California for the County of Los Angeles
Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages as Designated by Statue or Contract, Failure to Appropriate Gratuity as Designated by Statue, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Rondone v. Orchard Supply Hardware Stores Corporation – Settled
Superior Court of California for the County of Santa Clara
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, and Failure to Provide Meal and Rest Breaks

Rose v. Lincare, Inc. – Settled
Superior Court of California for the County of San Francisco
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Rosenloev v. 24 Hour Fitness USA, Inc. – Settled
Superior Court of California for the County of Orange
Nature of the Case: Unfair Competition Law, Split Shifts, Commission Theft, Failure to Pay Missed Meal Periods, and Off-the-Clock Work

Salazar v. Wells Fargo Bank – Settled
United States District Court for the District of Nevada
Nature of the Case: Unfair Competition Law and Failure to Pay Overtime

Sanabia v. GP Development – Settled
Superior Court of California for the County of Sacramento
Nature of the Case: Failure to Pay Prevailing Wage, Failure to Pay Minimum and Overtime Wages, Failure to Reimburse Business Expenses and Unfair Competition Law

Schroeder v. The Sherwin-Williams Company – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Reimburse Business Expenses and Unfair Competition Law

Scott v. Pro's Choice Beauty Care, Inc. – Settled
United States District Court for the Northern District of California
Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, and Failure to Reimburse for Business Expenses

Sellers v. Guard Management, Inc. – Settled
Superior Court of California for the County of San Diego
Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Provide Reimbursement for Necessary Business Expenses, Unlawful Deduction of Wages, Failure to Pay Wages Owed, Failure to Furnish Accurate Itemized Wage Statements, and Failure to Maintain Accurate Employment Records

Smith, et al. v. AT&T Mobility LLC – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Smith v. US Borax, Inc. – Settled
Superior Court of California for the County of Kern

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Sortino v Tryad Service Corporation, et. al. – Settled
Superior Court of California for the County of Bakersfield
Nature of the Case: Failure to Pay Wages, Including Minimum Wage, Failure to Provide Meal and Rest Breaks, Failure to Pay Overtime Wages, Failure to Provide Accurate Itemized Wage Statements, and Unfair Competition Law, and Private Attorneys General Act of 2004

Sparks v. ADP – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Spiegler v. Blue Cross of California, dba Anthem Blue Cross – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing, Forfeiture of Wages, Secret Underpayment of Wages, Unfair Competition Law, and Private Attorneys General Act of 2004

Standridge v. Inventiv Health, Inc., et al. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Reimburse Business Expenses

Stanley v. Toys 'R' Us-Delaware, Inc. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Stout v. Einstein Noah Restaurant Group, Inc. – Settled
Superior Court of California for the County of Alameda
Nature of the Case: Failure to Pay Wages, Including Minimum Wage, Failure to Pay Overtime Wages, Failure to Provide Accurate Itemized Wage Statements, and Unfair Competition Law

Stowe v. The Pep Boys Manny Moe & Jack of California – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Sundjaja v. AIG Commercial Insurance Agency, Inc. – Settled
United States District Court for the Northern District of California
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Expenses, and Failure to Provide Meal and Rest Breaks

Tan v. Sutter Health – Settled
Superior Court of California for the County of Alameda
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, Provide Meal and Rest Breaks, Itemize Wage Statements, and Private Attorneys General Act of 2004

Tarango v Ajilon Communications – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Thomas v. Avis Budget Group LLC – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Thomason v. Toyota Motor Sales, U.S.A., Inc. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law and Deceptive Business Practices

Thrash v. Chevron Stations, Inc. (Co-Counsel) – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed and Overtime.

Trujillo v. Cobalt Security, Inc., et al. – Settled
Superior Court of California for the County of Ventura
Nature of Case: Failure to Pay Wages as Designated by Statue or Contract, Failure to Compensate for All Hours Worked, Failure to Timely Pay All Wages Owed and/or Required Waiting Time Penalties, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Maintain Itemized Wage Statements, Failure to Maintain Accurate Employment, Time, and/or Payroll Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Trujillo v. Party City Corporation – Settled
Superior Court of California for the County of Santa Clara
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Martinez v. Parking Network, Inc., et al. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Provide Meal and Rest Periods, Failure to Pay Minimum and Overtime Wages, Failure to Pay All Wages Owed Upon Separation, Failure to Provide Paid

Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Employment Records, Failure to Provide Copies of Signed Documents, Violation of Unfair Competition Law, Violation of the Private Attorneys General Act of 2004

Valenzuela v. Affiliated Computer Systems, Inc. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law and Failure to Pay Wages When Due Through Debit Card

Valles v. International Business Machines Corporation – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Villalobos v. Salem & Biddle, Inc., d.b.a. Security First, et al. – Settled
Superior Court of California for the County of San Diego
Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal Periods, Failure to Provide Legally Compliant Rest Periods, Failure to Reimburse Necessary Work Expenses, Unlawful Deduction of Wages, Failure to Pay Wages Owed, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Records, Unfair Competition Law, and Private Attorneys General Act of 2004.

Villanueva v. SAS Services, et. al. – Settled
United States District Court for the Southern District of California
Nature of the Case: Failure to Timely Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Pay All Wages Owed Upon Separation, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Employment Records, Failure to Reimburse for Necessary Business Expenses, Unfair Competition Law, and Violation of the Private Attorneys General Act of 2004

Viloria v. Stewart Title Company – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Vuong v. Wells Fargo Bank (Co-Counsel) – Dismissed
Superior Court of California for the County of San Francisco
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Worth v. Video Tech Services, Inc. dba VTS Services – Dismissed
Superior Court of California for the County of Los Angeles
Nature of the Case: Willful Misclassification, Failure to Timely Pay Minimum and Overtime Wages, Failure to Pay for Reporting Time, Secret Underpayment of Wages, Failure to Provide Meal and Rest Periods, Failure to Pay All Wages Owed Upon Separation, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Employment Records, Failure to Reimburse for Necessary Business Expenses, Unfair Competition Law, and Violation of the Private Attorneys General Act of 2004

Wright v. Home Depot U.S.A., Inc. – Settled
Superior Court of California for the County of Orange
Nature of the Case: Unfair Competition and Failure to Provide Meal and Rest Breaks

Ziencina v. Retail Assistance Corporation – Settled
Superior Court of California for the County of Orange
Nature of the Case: Unpaid Business Expenses and Unpaid Travel Time

Zumwalt v. Gardaworld Security Services of California, Inc., et. al. – In Litigation
Superior Court of California for the County of Kern
Nature of Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate and Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Provide Copies of Signed Documents, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

EXHIBIT 3

Consumer & Employment Lawyers
Cantu v. Spring Fertility Management
All Transactions

	Type	Date	Num	Source Name	Memo	Amount
Client Costs						
	Credit Card Charge	08/28/2024		Parc Bistro Brasserie	Meal/Initial Case Walk-Through	124.00
	Credit Card Charge	09/02/2024		Lexis Nexis	Legal Research	369.60
	Credit Card Charge	09/11/2024		LA Superior Court	research	1.00
	Credit Card Charge	09/11/2024		LA Superior Court	research	1.00
	Credit Card Charge	09/11/2024		Alameda Superior Court	Research	7.00
	Credit Card Charge	09/11/2024		Alameda Superior Court	Research	9.50
	Credit Card Charge	09/13/2024		DLSE PAGA	PAGA Filing	75.00
	Credit Card Charge	09/13/2024		Mailing	PAGA Certified Mail	122.60
	Credit Card Charge	11/20/2024	06571496	One Legal LLC	Tech Access, Complaint	1,502.03
	Bill	11/26/2024	4453992	Knox Attorney Service	Service	131.75
	Bill	11/26/2024	4453993	Knox Attorney Service	Service	72.75
	Bill	11/26/2024	4453994	Knox Attorney Service	Service	72.75
	Bill	11/26/2024	4453996	Knox Attorney Service	Service	72.75
	Bill	11/26/2024	4453995	Knox Attorney Service	Service	72.75
	Bill	12/02/2024	4454242	Knox Attorney Service	Service	131.75
	Bill	12/3/2024	4454357	Knox Attorney Service	process Service	131.75
	Bill	12/3/2024	4454358	Knox Attorney Service	Service process	131.75
	Bill	12/5/2024	4454576	Knox Attorney Service	Service of process	139.25
	Bill	12/06/2024	4454762	Knox Attorney Service	Skip Track Report	225
	Bill	12/7/2024	4454839	Knox Attorney Service	Service	225
	Bill	12/10/2024	4454960	Knox Attorney Service	Service of process	131.75
	Bill	12/11/2024	4455076	Knox Attorney Service	Service of process	82.75
	Bill	12/13/2024	4455395	Knox Attorney Service	Skip Track Report	225
	Bill	12/16/2024	4455490	Knox Attorney Service	Service of process	131.75
	Bill	12/17/2024	4455548	Knox Attorney Service	Summons, Complaint	131.75
	Bill	1/6/2025	4456994	Knox Attorney Service	Summons, Complaint	139.15
	Credit Card Charge	01/27/2025	06750601	One Legal LLC	E-Services,	21.42
	Credit Card Charge	02/03/2025		File & Serve Xpress	Ct Filing Fee	11.85
	Credit Card Charge	03/03/2025		File & Serve Xpress	Ct Filing Fee	23.05
	Credit Card Charge	08/21/2025		Ecourt Records	Docs	5.00
	Credit Card Charge	08/27/2025		Ecourt Records	Docs	57.00
	Credit Card Charge	09/05/2025		Lexis Nexis	Legal Research	327.03
	Credit Card Charge	10/08/2025		One Legal LLC	Ct Filing Fee,CCD	87.76
	Credit Card Charge	10/10/2025		Alameda Courts	Research	5.00
	Credit Card Charge	10/27/2025		La Puerta	Meal/Case Review	98.27
	Credit Card Charge	10/31/2025	07694052	One Legal LLC	Ct Filing Fee	21.42
	General Journal	12/31/2025	SS 136	Cantu v. Spring Fertility Management	Postage Allocation	0.74
	Credit Card Charge	01/05/2026	07897770	One Legal LLC	e-Filing Charge	21.42
	Credit Card Charge	02/10/2026	08029311	One Legal LLC	e-Filing Charge	22.51
	Credit Card Charge	02/10/2026	08032475	One Legal LLC	Courtesy Copy	93.15
	Credit Card Charge	03/09/2026	08128033	One Legal LLC	eFiling charge	22.51
	Credit Card Charge	04/03/2026		Alameda Courts	Research	3.00
	Credit Card Charge	05/12/2026		Alameda Courts	Research	5.50
	Credit Card Charge	05/13/2026	08376284	One Legal LLC	eFiling charge	186.30
	Credit Card Charge	05/13/2026	08379116	One Legal LLC	eFiling charge	22.51
	Credit Card Charge	06/11/2026		Costerra	Meal/Case Meeting	234.44
	Credit Card Charge	06/18/2026	08506399	One Legal LLC	eFiling charge, delivery	119.03
	Credit Card Charge	06/23/2026	08516923	One Legal LLC	eFiling charge	85.65
	Credit Card Charge	07/09/2026	08580988	One Legal LLC	eFiling charge	22.51
	Bill	07/13/2026	703138	Judicate West	Mediation	12,950.00
	Credit Card Charge	07/15/2026	08602128	One Legal LLC	eFiling charge	93.15
	Credit Card Charge	07/28/2026	08646527	One Legal LLC	eFiling charge	93.15
	Credit Card Charge	07/25/2026	08643652	One Legal LLC	eFiling charge	23.29
	Credit Card Charge	07/28/2026	08646527	One Legal LLC	eFiling charge	93.15
	Credit Card Charge	09/01/2026		Lexis Nexis	Legal Research	344.33
	Credit Card Charge	n/a		OOMA	Conference Calls	173.51
	Credit Card Charge	09/01/2026		Hire Hawk	Case Analysis/Research	4,925.00
	Credit Card Charge	09/03/2026	08783681	One Legal LLC	eFiling charge	45.02
	Credit Card Charge	08/21/2026		Mia Trattoria	Meal/Mediation Strategizing	110.61
	Credit Card Charge	10/14/2026	08379116	One Legal LLC	eFiling charge	22.51
	Credit Card Charge	11/03/2026		One Legal LLC	eFiling charge, delivery	119.03
	Credit Card Charge	11/03/2026		One Legal LLC	eFiling charge	85.65
		n/a			Photocopies/Printing	430.70
	Total Client Costs					24,973.70
TOTAL						24,973.70

EXHIBIT 4