



1 The Court has before it Plaintiffs' Unopposed Motion for Preliminary Approval of Class  
2 Action Settlement. Having reviewed the motion and accompanying papers, the Court finds that the  
3 motion should be, and hereby is GRANTED. The Court finds and orders as follows:

4 1. The Court finds on a preliminary basis that the Settlement Agreement appears to be  
5 fair, adequate, and reasonable and, therefore, meets the requirements for preliminary approval. The  
6 Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms  
7 set forth in the Settlement Agreement.

8 2. The Settlement falls within the range of reasonableness of a settlement that could  
9 ultimately be given final approval by this Court and appears to be presumptively valid, subject only  
10 to consideration of any objections that may be raised at the Final Approval Hearing and final  
11 approval by this Court.

12 3. The Court preliminarily finds that the terms of the Settlement appear to be within the  
13 range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable  
14 law. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable to  
15 the class members when balanced against the probable outcome of further litigation relating to class  
16 certification, liability, and damages issues, and potential appeals; (2) significant discovery,  
17 investigation, research, and litigation have been conducted, such that counsel for the parties at this  
18 time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid  
19 substantial costs, delay, and risks that would be presented by the further prosecution of the  
20 litigation; and (4) the proposed settlement has been reached as the result of intensive, serious, and  
21 non-collusive negotiations between the Parties with the assistance of a well-respected class action  
22 mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered  
23 into in good faith.

24 4. A final fairness hearing on the question of whether the proposed settlement,  
25 attorneys' fees and costs to Class Counsel, and the class representatives' service awards should be  
26 finally approved as fair, reasonable, and adequate is hereby set in accordance with the  
27 Implementation Schedule set forth below.

28

1           5.       The Court provisionally certifies, for settlement purposes only, the following class  
2 (the "Settlement Class"): All persons located within the United States who used Defendants' Web  
3 Properties from January 2020 through the present.<sup>1</sup>

4           6.       The Court finds, for settlement purposes only, that the Settlement Class meets the  
5 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the  
6 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of  
7 law and fact that are common, or of general interest, to all Settlement Class Members, which  
8 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the Settlement  
9 Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of  
10 the Settlement Class Members; and (5) a class action is superior to other available methods for the  
11 fair and efficient adjudication of the controversy.

12           7.       The Court appoints as Class Representatives, Plaintiffs Jane Doe 1, Jane Doe 2,  
13 B.W., B.A., and B.B.

14           8.       The Court appoints as Class Counsel the law firms of Almeida Law Group; Cohen &  
15 Malad, LLP; Srourian Law Firm, P.C.; Stranch, Jennings, & Garvey, PLLC; and Strauss Borelli,  
16 PLLC.

17           9.       The Court appoints Eisner Amper as Settlement Administrator.

18           10.      The Court approves, as to form and content: (1) the Class Notice attached to the  
19 Settlement Agreement as Exhibit A and (2) the Claim, Release, Opt-Out, and Objection forms  
20 attached to the Settlement Agreement as Exhibit B. The Court finds that the plan for distribution of  
21 the Notice to Settlement Class Members satisfies due process, provides the best notice practicable  
22 under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

23           11.      The parties are ordered to carry out the Settlement according to the terms of the  
24 Settlement Agreement.

25 \_\_\_\_\_  
26 <sup>1</sup> The Web Properties include the websites, portals, billing platforms, and patient appointment webpages  
27 affiliated with Defendants, including but not limited to: <https://www.sdfertility.com>,  
28 <https://app.ivyfertility.com/contact-us/sdfc/scheduleconsultation>, <https://fertilitycentersoc.com/iui.html>,  
<https://www.reproductivepartners.com>, <https://pnwfertility.com/>, <https://www.fertilitymemphis.com/>,  
<https://www.idahofertility.com/>, <https://nevadafertility.com/>, <https://www.nvfertility.com/>,  
<https://utahfertility.com/>, <https://www.ivyfertility.com/>, and <https://www.vafertility.com>.

12. Any class member who does not timely and validly request exclusion from the settlement may object to the Settlement Agreement.

13. The Court orders the following Implementation Schedule:

Settlement Administrator to Send Notice	17 days after entry of this Order.
Requests for Exclusion and Deadline to Object	60 days after notice is first sent
Deadline to file motion for final approval, including request for attorneys' fees, expenses, and service awards	21 days before the Final Approval Hearing.
Final Approval Hearing	July 18, 2025, at 9:30 a.m.  The hearing may be continued to another date without further notice to the Class.

14. All papers pertaining to the motion for final approval are to be filed per Code CRC 3.769(e).

15. The Court further ORDERS that, pending further order of this Court, all other proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

**IT IS SO ORDERED.**

*Apr 10, 2025*

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*[Signature]*

MARCELLA O. MCLAUGHLIN