CLARKSON LAW FIRM
Tracey B. Cowan (SBN 250053)
tcowan@clarksonlawfirm.com
Shireen M. Clarkson (SBN 237882)
sclarkson@clarksonlawfirm.com
Ryan J. Clarkson (SBN 257074)
rclarkson@clarksonlawfirm.com
22525 Pacific Coast Highway
Malibu, CA 90265
Tel.: (213) 788-4050
Fax: (213) 788-4070

Attorneys for Plaintiff

(Additional Counsel Listed in Signature Block)

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

JANE DOE, an individual,

Plaintiff,

v.

PINNACLE FERTILITY, INC.; CALIFORNIA FERTILITY PARTNERS, A MEDICAL GROUP, P.C.; TMRW LIFE SCIENCES, LLC; REPROTECH LLC; and DOES 1–20, inclusive,

Defendants.

Case No. 26SMCV05840

COMPLAINT

1. BREACH OF CONTRACT
2. BREACH OF FIDUCIARY DUTY
3. BAILMENT
4. CONVERSION
5. NEGLIGENCE/GROSS NEGLIGENCE
6. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
7. CMIA (CIVIL CODE §§ 56 *et seq.*)
8. UCL (BUS. & PROF. CODE §§ 17200 *et seq.*)

DEMAND FOR JURY TRIAL

Plaintiff JANE DOE brings this Complaint against Defendants PINNACLE FERTILITY, INC. ("Pinnacle"); CALIFORNIA FERTILITY PARTNERS, A MEDICAL GROUP, P.C. ("CFP"); TMRW LIFE SCIENCES, LLC ("TMRW"); REPROTECH LLC ("Reprotech"); and DOES 1–20 (hereinafter, collectively, "Defendants"), and alleges as follows:

INTRODUCTION

1. For as long as she can remember, Plaintiff Jane Doe wanted to be a mother. But she also understood that motherhood might not arrive on biology's preferred timeline. Like countless women balancing the realities of modern life against the limitations of human fertility, Plaintiff faced a difficult choice: begin having children before she was ready, or risk losing the opportunity altogether.

2. She chose a third path. While still in her thirties, Jane Doe undertook one of the most physically, emotionally, and financially demanding investments of her life to preserve her future ability to have children: egg retrieval and long-term cryopreservation, known colloquially as "egg banking." Jane Doe researched and vetted various providers; and when she was fully informed, she took the courageous step of acting on her family planning. For weeks she endured daily hormone injections, constant bloodwork, difficult ultrasound monitoring, invasive egg retrieval surgery, painful recovery, and significant expense, all to preserve the possibility of one day bringing a child into the world.

3. Few decisions carry greater weight than those involving the creation of life. Women who freeze their eggs make a series of consequential choices throughout this taxing process, including whom they will trust to safeguard the precious biological material that will someday become their children.

4. Among the most important of these decisions is where the eggs will be stored. That is because human eggs are extraordinarily fragile. Every movement, every transport, every change in storage conditions introduces destructive risk. The eggs must remain continuously preserved at precise cryogenic temperatures to maintain viability. Even minor temperature changes can render them nonviable. Women pursuing fertility preservation therefore often devote considerable time

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ensuring their eggs will be stored under conditions they trust and in locations that minimize any unnecessary need for disruption or movement.

5. Plaintiff was no exception. Determined to protect the most important long-term investment of her life, she spent more than two years researching fertility clinics before ultimately selecting CFP. She did so for one primary reason: CFP offered—in fact, touted—that the egg retrieval, cryopreservation, ongoing monitoring, and long-term storage could all be at a single physician-supervised facility. Plaintiff understood the significance of that arrangement. Her eggs could be retrieved, frozen, monitored and stored under one roof, and without needing to be transported elsewhere.

6. Her decision to place trust in CFP appeared to be the right one. Plaintiff's retrieval was a great success: CFP cryopreserved and stored 28 of her retrieved eggs—a rather high number, which boded well for her plans for motherhood. Her written agreements with CFP provided further assurance that Jane Doe's eggs would remain at the selected facility and that no transfer or change in storage location would occur without her prior specific authorization. Having carefully selected a clinic, successfully preserved her fertility, and secured full control over the disposition of her eggs, Plaintiff felt confident that she had done everything possible to safeguard her future family.

7. For the next decade, she faithfully paid every storage bill. Year after year she renewed her trust in CFP as the guardian of the future family she had worked so hard to protect. With each payment came a measure of relief that her eggs remained in safekeeping exactly where she had chosen to keep them. The real prospect of motherhood brought her great joy and hope for the future.

8. Then, during a routine call to pay her annual storage bill earlier this year, that hope was suddenly dashed. Plaintiff learned that months earlier, without her authorization or knowledge, and in direct contravention of her written agreement governing their disposition, Defendants had removed her 28 eggs from the facility she had carefully selected, packed them into a shipping container, transported them across state lines, and delivered them to a company Plaintiff had never heard of, never selected to safeguard her precious future, and with which she had no relationship of any kind.

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9. Unlike the physician-supervised clinic Plaintiff had deliberately chosen, the destination facility is an automated, AI-operated storage warehouse that lacks on-site medical or physician oversight. Instead, it purports to use only high volume "storage robots" to move, monitor, and track patients' irreplaceable genetic material.

10. Worse still, as Plaintiff's years of research had taught her, transporting frozen eggs is a known threat to their viability. Each movement introduces avoidable harm to the delicate reproductive material. The records Defendants eventually provided of the unauthorized journey only underscore the harm. They reflect incomplete and irregular temperature logs, gaps in the chain of custody, and evidence that continuous cryogenic conditions were not reliably maintained throughout the multi-state transport. Doubling the harms, since her eggs are now at a facility with no active fertility practice, all these risks must be borne anew and duplicated simply to move Plaintiffs' eggs to a location where she can use them.

11. The harm cannot be undone. The full damage to cryopreserved eggs from improper transport is impossible to detect through ordinary testing and may not be knowable until the eggs are used, through failed fertilization, failed implementation, high-risk pregnancy endangering Plaintiff's life, miscarriage or birth defects to any resulting children.

12. Defendants therefore transformed what Plaintiff had spent a decade preserving into a highly risky proposition that forever forces her into an impossible position. When the time comes, she must decide whether to proceed, at great risk of harm or loss, with the dream of motherhood she worked so hard to preserve, or abandon the future she spent years protecting because she can no longer trust the integrity of her compromised eggs.

13. For Plaintiff, the loss is catastrophic. She is now 50 years old. Her natural fertile window has closed. The 28 eggs she preserved for years are not merely her best remaining chance at biological children, they are her only chance. There is no way to restore or replace what Defendants took from her.

14. When Plaintiff demanded an explanation, she was dismissively told that her eggs could have remained where she had chosen to keep them if she had simply "paid more." In that moment, the truth became clear. Plaintiff spent years preserving her future family and carefully

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choosing where that future would be protected. Defendants treated that future not as irreplaceable human reproductive material entrusted to their care, but as inventory to be relocated wherever it best served the company's business interests. In this case, that interest was an AI-automated facility dispensing with the overhead and concomitant protection of proper physician supervision, in favor of cheaper off-site robot care.

15. Plaintiff has been devastated by Defendants' unilateral actions of violation against her interest and written agreement; she brings this action to hold Defendants accountable for that betrayal of trust, the irreversible harm they inflicted on the most important investment of her life, and for destroying her decades-long dream of motherhood.

PARTIES

16. **Plaintiff Jane Doe** is, and at all relevant times was, an individual residing in Los Angeles County, California.

17. Given the sensitive nature of her claims, Plaintiff requests that this Court grant a protective order to permit her to proceed under a pseudonym to ensure Defendants keep Plaintiff's identity confidential throughout the pendency of the lawsuit and thereafter. Plaintiff intends to file a motion for a protective order, if requested by the Court or Defendants, to proceed under a pseudonym.

18. **Defendant California Fertility Partners, A Medical Group, P.C.** (dba Pinnacle Fertility California) ("CFP") is a wholly owned subsidiary of Pinnacle Fertility, Inc. CFP is a California professional corporation with its principal place of business at 11818 Wilshire Boulevard, Suite 300, Los Angeles, California 90025. CFP is a fertility clinic that has provided assisted reproductive technology services to the public in Los Angeles County since the 1980s. Since its acquisition by Pinnacle in or around 2021, CFP has held itself out to patients and to the public as "Pinnacle Fertility California."

19. **Defendant Pinnacle Fertility, Inc.** ("Pinnacle") is a fertility network that acquires and manages fertility clinics nationwide. Pinnacle is a Delaware corporation with its principal place of business in the State of Arizona and is owned by Webster Equity Partners, a private equity firm. At all relevant times, Pinnacle was and is authorized to conduct business within the State of

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California and conducted such business within the State of California, including the actions, dealings, and omissions that caused or contributed to the harm giving rise to this action.

20. Pinnacle acquired CFP in or about December 2021. On information and belief, Pinnacle exercises a significant degree of control over CFP, including over CFP's infrastructure, leadership, management, operations, patient billing, patient communications, and the operational decisions, including but not limited to the decision to transfer patient specimens out of state that is the subject of this action. Pinnacle holds CFP out to the public and to patients as "Pinnacle Fertility California," markets CFP's services under the Pinnacle name, and formed the partnership with Defendant TMRW for the long-term storage of Pinnacle patients' eggs, embryos, and sperm. Plaintiff further alleges on information and belief, that from the time of Pinnacle's acquisition of Defendant CFP in late 2021 forward, including various times relevant to this case, Defendant Pinnacle and Defendant CFP were acting in concert with one another, and as one another's agents and/or alter egos. Accordingly, in connection with their conduct from late 2021 forward, the two companies are referred to herein, collectively, as "Pinnacle-CFP".

21. **Defendant TMRW Life Sciences, LLC** ("TMRW") is a Delaware limited liability company with its principal place of business in New York, New York. TMRW operates commercial cryogenic biorepositories, including the facility in Boulder, Colorado at which Plaintiff's eggs are presently held. At all relevant times, TMRW was and is authorized to conduct business within the State of California and conducted such business within the State of California, including by contracting with California fertility clinics, including Pinnacle, to accept custody of the cryopreserved genetic material of their California patients. On information and belief, in or about April 2026, TMRW was acquired by Reprotech LLC, as a wholly-owned subsidiary.

22. **Defendant Reprotech LLC** ("Reprotech") is a Delaware limited liability company with its principal place of business in Coconut Creek, Florida. Reprotech operates commercial cryogenic biorepositories and owns an increasing share of the U.S. fertility market: it has contracted with approximately 75% of the nation's fertility clinics and is involved in over 50% of American fertility cycles. Reprotech is authorized to conduct business within the State of California and conducted such business within the State of California. Reprotech acquired TMRW in or about April

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2026, rebranding all TMRW services under the "Reprotech portfolio" banner. On information and belief, Reprotech exercises a significant degree of control over TMRW and/or is TMRW's successor in interest.

23. **Defendant DOES 1-20:** Plaintiff is unaware of the true names or capacities, whether they are individuals or business entities, of Defendants DOES 1–20, and therefore sues them by such fictitious names pursuant to California Code of Civil Procedure § 474. Plaintiff will seek leave of this Court to insert the true names and capacities once they have been ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the fictitiously named Defendants is responsible for the conduct alleged in this Complaint and that, through their conduct, the fictitiously named Defendants actually and substantially caused Plaintiff's injuries and damages.

24. Plaintiff is informed and believes, and on that basis alleges, that at all times material hereto: Defendants were, actually or ostensibly, the agents, representatives, employees, and/or affiliates of each and every other Defendant; Defendants were acting within the course and scope of said alternative personality, capacity, identity, agency, representation, employment, and/or affiliation; Defendants were the trustees, partners, members, servants, joint venturers, shareholders, co-conspirators, contractors, employees, and/or affiliates of each and every other Defendant; the acts and omissions alleged herein, while committed individually, were made by Defendants through such capacity, and within the scope of their authority, and with the permission and consent of each and every other Defendant, so as to make Defendants jointly and severally liable to Plaintiff for the acts and omissions alleged herein.

JURISDICTION AND VENUE

25. This Court has jurisdiction over the entire action by virtue of the fact that this is a civil action wherein the matter in controversy, exclusive of interest and costs, exceeds the jurisdictional minimum of the Court.

26. This Court has personal jurisdiction over all Defendants pursuant to California Code of Civil Procedure § 410.10. Each Defendant is, and all relevant times herein was, a citizen of and/or authorized to conduct business in the State of California and/or conducted such business within the State of California, including the actions, dealings, and/or omissions that caused or contributed to

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the harm giving rise to this action.

27. Defendant CFP is a California professional corporation with its principal place of business in Los Angeles County. Defendant Pinnacle is registered to conduct business in the State of California and has purposefully availed itself of the benefits of doing business in this State, including by soliciting, accepting, and holding the cryopreserved genetic material of California residents.

28. Defendant TMRW is registered to conduct business in the State of California and has purposefully availed itself of the benefits of doing business in this State, including by soliciting agreements with Pinnacle and/or CFP to accept, hold, and transport the cryopreserved genetic material of Pinnacle-CFP's California patients. On information and belief, Defendant Reprotech agreed to assume the liabilities of TMRW in its acquisition of TMRW and/or the transaction amounted to a consolidation or merger of TMRW and Reprotech. As jurisdiction existed over the predecessor entity, this court has jurisdiction over the successor entity.

29. Venue is proper in this Court pursuant to California Code of Civil Procedure § 395.5 because the majority of incidents that give rise to this legal action occurred in Los Angeles County, California.

GENERAL FACTUAL ALLEGATIONS

General Background of Egg Freezing and Reproductive Windows

30. Many people who wish to have children, and who are not able or not ready to do so when their biology would permit it, turn to assisted reproductive technology ("ART"). In broad terms, ART describes fertility-related treatments in which human eggs, embryos, and/or sperm are manipulated to produce a pregnancy or to preserve a person's ability to produce a pregnancy later in life.

31. Human eggs (or "oocytes") are a limited and precious resource. Every woman is born with a specific and limited number of eggs that does not increase but rather decreases over the course of her lifetime. In addition to the number decreasing, the egg quality also diminishes over time, with miscarriages and chromosomal abnormalities occurring more frequently in older eggs. The most determinative factor in IVF success is the woman's age when her eggs were extracted. Specifically,

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eggs retrieved before a woman is forty (40) years old have the best chance to produce viable, healthy embryos. By their mid-forties, most women no longer produce eggs capable of developing into a child.

32. Oocyte cryopreservation, commonly referred to as egg freezing, exists to answer that biological fact. By retrieving and freezing eggs while a woman is younger, and holding them in suspension, a patient preserves the reproductive potential she has on the day of retrieval and carries it forward to a day of her choosing. The entire value of the procedure lies in that deferral. A patient who freezes eggs in her thirties is preserving the ability to use eggs from her thirties when she herself is years or even a decade older.

33. Unlike sperm collection, the process of extracting human eggs is lengthy, invasive, often very painful, and physically taxing. It involves a woman giving herself or receiving one to several injections of medication per day for weeks, frequent ultrasound monitoring and other tests to monitor egg development, blood draws, and finally a surgery to collect the eggs. This is an expensive process that comes with many possible physical side effects. The medications commonly cause bloating, weight gain, abdominal pain, headaches, nausea, mood disturbance, and fatigue, and carry risks of Ovarian Hyperstimulation Syndrome, blood clots, cancer, bleeding, and other serious complications. Recovery from the retrieval itself frequently requires days of rest. It is an ordeal that patients aim to undergo as few times as possible.

34. For women proactively freezing their eggs, their eggs are vitrified and kept in liquid nitrogen at approximately -196°C (-320.8°F), where they must remain continuously and without interruption until the patient is ready to proceed with parenthood.[1] As that timeline may be a few years or, as here, a decade or more, cryostorage is a chronic obligation, not a singular discrete service. Every day the eggs are in storage is a day on which the custodian's care, or its absence, determines whether the egg will be useable.

35. Frozen oocytes are orders of magnitude more fragile than frozen embryos. An unfertilized egg is a single cell with a large volume of water and a delicate meiotic spindle, and it is

[1] *See* M. Sansinena, et al., *Implications of Storage and Handling Conditions on Glass Transition and Potential Devitrification of Oocytes and Embryos*, 82 THERIOGENOLOGY 373, 376–78 (2014), https://doi.org/10.1016/j.theriogenology.2014.04.003.

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enormously sensitive to thermal fluctuation.[2] Minor temperature disturbances can render an oocyte damaged and non-viable. Even brief or partial excursions above the vitrified state can cause ice crystal formation and irreversible cellular degradation.[3]

36. Transporting cryopreserved eggs introduces a multitude of risks. Every transport requires that the delicate eggs be removed from the storage tank in which they have been stable[4], transferred into a specialized shipping dewar, packed for the journey, handed to a carrier, physically transported to the new location, received by a second institution, unpacked, transferred into a new storage tank, and re-inventoried into a new storage system. Each of those steps is a point of potential failure or contamination, whether thermal, mechanical, human, biological, or clerical. The risks are cumulative, they are inherent to the transport process, and they are borne entirely by the patient whose parenthood is on the line.

37. Worst of all, the harm is undetectable. There is no test that can be performed on a cryopreserved egg to determine whether it has been damaged. The only way to learn whether a cryopreserved oocyte has survived is to thaw it, at which point the question is answered permanently and the egg cannot be refrozen. And even if the egg "survives" such that it can be fertilized with sperm into an embryo, many types of egg damage are invisible. Such damage can result in failed fertilization, failed embryo transfers, miscarriages, high-risk pregnancy complications, or even birth defects. A patient whose eggs have been mishandled therefore does not learn the full extent of her injury at the time of the mishandling. She learns it years later, in a clinic, on the day she was counting on using those eggs to create her future children, or when she loses a prospective pregnancy, or when her child is born with irreparable damage.

38. California law recognizes the gravity of the decision to move genetic material and does not leave the choices to the clinic. California Health and Safety Code § 125315 requires that

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[2] *See* Aileen N. Tamura, Thomas T.F. Huang & Yusuke Marikawa, *Impact of Vitrification on the Meiotic Spindle and Components of the Microtubule-Organizing Center in Mouse Mature Oocytes*, 89(5):112 BIOL. OF REPROD. 1, 1 (2013), https://doi.org/10.1095/biolreprod.113.108167.

[3] *See* Sansinena, *supra* note 1, at 376 (documenting vitrified samples reaching devitrification temperatures in just 30 seconds).

[4] *See* Sansinena, *supra* note 1, at 374, 376–78 (temperature excursions are inherent risks during the frozen genetic material's removal from its storage dewar).

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fertility providers give patients timely, relevant, and appropriate information to allow them, the patients, to make informed and voluntary choices regarding the disposition of their cryopreserved embryos, which Pinnacle-CFP extended to oocytes through contract. As part of the requirements, the clinic must give patients a written form on which to record their advance directives as to the disposition of their precious genetic material. This statutory framework produced the written agreement that Jane Doe signed and Pinnacle-CFP was bound to honor.

CFP Heavily Marketed Its On-Site Laboratory and Storage

39. CFP has provided fertility services in Los Angeles since 1982, including welcoming the first successful American baby born from a frozen embryo transfer. For over 40 years, CFP has presented itself as one of the region's premier fertility practices.

40. In 2015, when Jane Doe was selecting a clinic, a prominent feature of CFP's marketing was its on-site, physician-staffed laboratory and cryostorage facility. CFP advertised that "Reproductive Technology Laboratories (RTL) is the laboratory subsidiary of California Fertility Partners"; that its laboratory would "provide laboratory services 365 days of the year"; that "our new IVF laboratory was constructed in our center for reproductive medicine"; that its tissue bank "provides tissue banking services"; and that "[t]he immediate adjacency of the IVF laboratory and the surgery center" was a distinguishing feature of the practice. CFP further advertised that its laboratory "offers one-stop shopping for all laboratory services requests from its extensive physician clientele."[5]

41. These were not incidental claims. CFP made them because it knew the laboratory's location mattered to the sophisticated clients it was trying to attract. CFP understood that it had what few of its competitors could offer: a patient's genetic material would be created, handled, and stored in one place, under the supervision of the same physicians who treated the patient, in the same building where her procedure was performed, and without ever needing to be transported.

[5] *Reproductive Technology Laboratories*, CAL. FERTILITY PARTNERS (archived Nov. 18, 2015), https://web.archive.org/web/20151118075951/http://californiafertilitypartners.com/about/reproductive-technology-laboratories-los-angeles/.

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Jane Doe Chose CFP Because of That Feature

42. Knowing she wanted to be a mother someday and that her frozen eggs would be her only chance, Jane Doe approached the decision to freeze her eggs with great care and deliberation. She did not select a clinic quickly or casually but rather consulted and researched clinics for years.

43. Jane Doe chose CFP for one reason above all others: CFP had an on-site laboratory with cryostorage, in Los Angeles, and the competing clinics she most seriously considered did not. She understood that a clinic without its own biorepository would have to move her eggs somewhere else, and she understood that every movement of frozen genetic material is a risk. She very carefully and deliberately sought to avoid taking that risk with the only eggs she would ever have to use.

44. At the time of her egg retrieval, Jane Doe communicated to her CFP doctor that CFP's on-site laboratory was the reason she had selected it over other clinics. Thus, CFP knew, from the outset of its relationship with Plaintiff, that the location of her eggs was not an administrative detail but rather an essential term.

45. In late 2015, when Jane Doe was thirty-nine years old, CFP performed a stimulation and egg retrieval cycle for her. After a physically and emotionally stressful cycle, CFP successfully retrieved, cryopreserved, and placed in storage twenty-eight of her eggs.

The 2015 Agreement Gave the Choice of Storage Facility to Jane Doe

46. On December 10, 2015, CFP had Jane Doe execute a fourteen-page written agreement governing the disposition of her cryopreserved material (the "2015 Agreement"). CFP drafted it, and Plaintiff signed it.

47. The 2015 Agreement recites that "unused cryopreserved embryos, eggs and sperm are [Jane Doe's] property," and that she alone has "the right to exercise decisional control over the disposition of" that property.

48. Under the heading "Time-limited Storage," the 2015 Agreement provides that CFP "will only maintain cryopreserved embryos, eggs and/or sperm for a period of five (5) years," and requires the patient to elect in advance, from among three fixed options, what is to happen at the end of that term: award for research purposes; thaw with no further action taken; or "[t]ransfer to a storage facility of [her] choice and at [her] expense."

49. Jane Doe selected the final option. In doing so, she affirmatively instructed CFP—in the only place the document asked her the question—that if her eggs were ever to leave CFP's custody, the receiving facility would be one she chose and one she paid for.

50. The 2015 Agreement contains no provision authorizing CFP to unilaterally move Plaintiff's genetic material in any scenario. It contains no provision authorizing CFP to select a storage facility on Jane Doe's behalf. It contains no provision authorizing CFP to treat her silence as consent. The 2015 Agreement expressly states that a patient's material will not be "transfer[red] . . . to another clinic or facility" against her wishes.

51. The single circumstance in which the 2015 Agreement contemplates CFP acting on Jane Doe's material without her consent is abandonment. CFP explained what qualified as no contact for genetic material to be deemed abandoned, and the necessary steps CFP would take to confirm the client was unreachable. Under "Nonpayment of Storage Fees/Abandonment/Non-Use After 5 Years," material is deemed abandoned only where there has been no contact with the clinic for five years, no payment of fees for five years, and "the clinic is unable to contact you via registered mail at the last known address you provided." Only after the letter was sent by registered mail and an additional 90 days elapsed without a response may CFP unilaterally act on Jane Doe's property. Thus, CFP had a well thought out contact plan in place to ensure any genetic material was truly abandoned.

52. Having made her elections and confident that she had full control over her precious eggs' movements, Jane Doe did what any cryostorage patient is supposed to do: she moved forward with her life. For the next decade, she timely paid her annual invoices and received little other communication from CFP. All the while, she understood her eggs to be safely stored where she had directed they remain. Preserving the status quo was the service CFP promised to provide, and the service for which Plaintiff faithfully continued to pay.

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Pinnacle Acquires CFP

53. In or about December 2021, Pinnacle Fertility, Inc. acquired California Fertility Partners.[6]

54. Pinnacle is a fertility network that, since its founding in 2021, has rapidly acquired established fertility clinics and embryology laboratories across the United States. It controls a growing share of the American fertility market due to its model of purchasing and consolidating individual physician-owned practices under a single corporate parent. Pinnacle states that it controls its clinics' operations, administrative functions, regulatory compliance, marketing, patient contact, human resources, finance, and technology systems.[7] Pinnacle is a portfolio company of its owner, Webster Equity Partners, a private equity firm that led the acquisition of CFP.[8] While announcing its purchase of CFP, Pinnacle boasted that the ownership change would bring new "lab and treatment protocols" and "streamlined systems."[9]

55. Ms. Doe did not learn of the change in CFP's ownership at the time it occurred.

56. Following the acquisition of CFP, Pinnacle-CFP entered into a commercial partnership or agreement with Defendant TMRW to warehouse the cryopreserved genetic material of Pinnacle's full clinic network at TMRW's automated, off-site biorepository.[10] TMRW, an automated biorepository, uses AI-powered, high-volume storage robots to move, monitor, and track patients' irreplaceable genetic material, without physician oversight. Advertising that partnership

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[6] Pinnacle Fertility, *California Fertility Partners Acquired by Pinnacle Fertility, The Nation's Fastest Growing Physician-centric Family-Building Platform*, PR NEWSWIRE (Mar. 21, 2022), https://www.prnewswire.com/news-releases/california-fertility-partners-acquired-by-pinnacle-fertility-the-nations-fastest-growing-physician-centric-family-building-platform-301506194.html.

[7] *About Us*, PINNACLE FERTILITY (last accessed Sep. 28, 2026), https://www.pinnaclefertility.com/about/.

[8] FocalPoint (@FocalPoint-Partners-LLC), LINKEDIN (Dec. 23, 2021, at 11:14 AM EST), https://www.linkedin.com/feed/update/urn:li:share:6879816368531894272/ ("FocalPoint Partners has advised private equity firm Webster Equity Partners and portfolio company Pinnacle Fertility on the successful acquisition of California Fertility Partners").

[9] *Growing Together: CFP Joins Pinnacle Fertility Rebrand Initiative as Pinnacle California*, PINNACLE FERTILITY: BLOG (last accessed Sep. 28, 2026), https://www.pinnaclefertility.com/blog/growing-together-cfp-joins-pinnacle-fertility-rebrand-initiative-as-pinnacle-california/.

[10] *Our Long-Term Storage*, PINNACLE FERTILITY (last accessed Sep. 28, 2026), https://www.pinnaclefertility.com/tmrw/.

on its website, Pinnacle assures customers who ask, "Is it safe to move my eggs, embryos, and/or sperm?" that "the process of shipping frozen specimens is commonplace in the fertility industry,"[11] without any indication that the transportation of frozen material carries immense, avoidable risks.

Defendants Decide to Move Jane Doe's Eggs

57. On or about May 15, 2024, Pinnacle-CFP notified Jane Doe that her annual storage fees would increase from $800 to $1,200.

58. On December 27, 2024, Jane Doe received a text message from Pinnacle-CFP regarding her yearly storage bill. Two days later, she paid her annual invoice, as she had every year since 2015.

59. On August 18, 2025, at approximately 11:31 a.m., Pinnacle-CFP posted a message to Jane Doe's patient portal titled "Important Information About Your Storage." The message announced that Pinnacle-CFP had decided to move its patients' stored specimens to "a state-of-the-art off-site biorepository with our trusted storage partner, TMRW Life Sciences," and that "[p]atients who have eggs and/or embryos in storage for more than one year will have their specimens securely transported to the Biorepository in October 2025."

60. Despite Pinnacle-CFP needing patients' affirmative consent to move their cryopreserved material, the message set up an "opt out" system. Pinnacle-CFP told patients that "[t]here is nothing you need to do" to have their specimens moved to TMRW. Pinnacle-CFP's message stated that a patient who "prefer[red] to keep [her] frozen eggs and/or embryos stored onsite at our clinic" could "opt out of the transfer"—with the catch that "the annual storage fee will increase to $1,800 per year." Rather than silence being treated as a lack of consent, Pinnacle-CFP's message required a patient to "click the green 'Do Not Send to BioR' button at the bottom of this message by October 6, 2025," just 49 days later, to opt out of the move. To remove any doubt that Pinnacle-CFP intended to unilaterally move its patients' material, and quickly, the message stated, "If we do not receive an opt-out notification by October 6, 2025, we will automatically proceed with transport of your frozen egg and/or embryos to the TMRW biorepository."

[11] *Id.*

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61. That message fundamentally undermined the agreement Jane Doe made with Pinnacle-CFP. Her eggs were already where she wanted them to be. She had chosen the arrangement, documented that choice in writing, and paid for it year after year. Yet to facilitate Pinnacle-CFP's business arrangement with TMRW, Pinnacle-CFP disregarded that election and transformed Jane Doe's silence, rather than her affirmative consent, into authorization for the interstate transfer of her property. Pinnacle-CFP then demanded an additional $600 per year from Jane Doe to preserve the arrangement the parties had originally agreed upon. Under this new scheme, her annual storage fees would have skyrocketed 225% between 2024 and 2026.

62. Unfortunately, Jane Doe never had the chance to consider this oppressive and exploitative offer, because she never saw the message within the limited window of time Pinnacle-CFP dictated for a response. She did not see it because she was not looking at the portal, as she had no reason to. She had not been an active, in-treatment patient at Pinnacle-CFP since 2015. She had no appointments, no test results, and no clinical correspondence to monitor. A patient portal is a tool for patients in treatment, and Jane Doe had been out of treatment for a decade. The entire premise of the storage service she was paying for was that she would not need to constantly monitor her clinic or inquire about the status of her eggs.

63. This is something that Pinnacle-CFP certainly knew. Indeed, when Pinnacle-CFP had actually wanted to reach Plaintiff over the years, they contacted her directly, using the email and phone number that she had maintained since her initial treatment. By contrast, when Defendants wanted their message to go unnoticed, they reached out in a manner that was calculated to go unseen.

64. Despite the message being wholly at odds with their agreement, Pinnacle-CFP did not ensure that Jane Doe received notice of this critical, life altering change. She did not receive an email advising her that her eggs would be moved. She did not receive a text message advising her that her eggs would be moved. She received no telephone call and no letter, whether standard or registered mail. Reaching her was not difficult. Yet no one from CFP, Pinnacle, or TMRW ever followed up or spoke to Jane Doe about the irreversible transport of her eggs before it occurred.

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65. Worse, Pinnacle-CFP was fully aware that Jane Doe had not received the only message it had bothered to send her. Between the August 18, 2025, message and the October 6, 2025, opt-out deadline, Pinnacle-CFP's records reflect Jane Doe did not access the portal.

66. Defendants also knew that what they were about to do was irreversible; that once the frozen eggs are removed, packed, shipped, received, and inventoried into a system far away, the risk has already been taken, and the eggs' viability are unknown until they are thawed for use. Defendants knew that Jane Doe had no way of learning what they had planned and contracted for unless they told her.

67. Defendants proceeded anyway. They packed up and shipped Plaintiff's eggs on or about October 21, 2025. The paperwork that accompanied that shipment, the only account of what happened to Jane Doe's eggs between Los Angeles and Boulder, has numerous inconsistencies and gaps. The records disagree with one another about when the shipment was packed, when the record of its journey began and ended, and when the frozen eggs arrived in Colorado. The entries Defendants made when dispatching and receiving Plaintiff's eggs do not line up with the storage tank temperature data, leaving more questions than answers about the transport conditions.

68. Despite receiving inconsistent records for the transport, TMRW took custody of Jane Doe's twenty-eight eggs on or about October 27, 2025, and Defendants recorded the transfer as complete on October 28, 2025. TMRW accepted custody of Plaintiff's irreplaceable genetic material without any agreement with her, without any communication with her, and without confirming that she had consented to the move. Currently, TMRW still holds those eggs at its facility in Boulder, Colorado, under terms and conditions that Jane Doe has never seen, despite being informed that she does not—and has never—consented to that possession.

69. Jane Doe had specifically chosen a clinic where the physicians and embryologists she had selected would handle and store her genetic material in the same building where she was treated and the city where she lives. Her eggs now sit in an automated, massive commercial repository operated by a company she did not select, in a state she did not choose, entrusted to a company that never treated her, never advised her, never contracted with her, and owes her none of the duties her physicians and clinic owed her.

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Defendants Continue to Bill Jane Doe for Storage in California

70. Having moved Jane Doe's eggs out of California, Defendants continued to bill Jane Doe as though nothing had changed.

71. On December 18, 2025, nearly two months after her eggs had left the state, Pinnacle-CFP sent a storage charge notice to Jane Doe's patient portal confirming that she currently had cryopreserved specimens in storage "at California Fertility Partners," listing the address "11818 Wilshire Boulevard, Suite 300, Los Angeles, California." The bill directed payment to "Dr. Guy Ringler at Pinnacle Fertility." It made no mention of Colorado, of TMRW, or that the specimens being billed for were no longer at the California location named on the invoice. Jane Doe did not see this message.

72. On January 21, 2026, Pinnacle-CFP sent a further portal message following up on that invoice and requesting payment. Jane Doe did not see that message either.

Jane Doe Accidentally Discovers Defendants' Irreversible Actions

73. On February 3, 2026, following up on its two portal messages, Pinnacle-CFP sent Plaintiff a text message regarding the outstanding storage invoice. Jane Doe, to whom this was CFP's first contact regarding the matter, immediately telephoned the clinic to pay her account, as she had done every year for a decade.

74. While giving her payment information on that call, Jane Doe learned for the first time that her eggs had been shipped away from Pinnacle-CFP's Los Angeles facility. She learned that her eggs were now completely at the mercy of a company she had never heard of, with which she had no contract or relationship of any kind, in a state she had never chosen. Until that morning, she had believed that her eggs were safe and sound in Los Angeles.

75. As Jane Doe grappled with understanding what had transpired and why Pinnacle-CFP had not consulted her, Pinnacle-CFP placed the blame squarely on her and attempted to defend its actions. CFP asserted that, had she paid a higher fee, her eggs could have remained at Pinnacle-CFP. By then, it was too late. Pinnacle-CFP's response cruelly underscored that the transport of her eggs had been driven by a business decision concerning the cost of storage, which Defendants made without her knowledge or consent. Jane Doe was horrified and shocked.

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76. The next day, on February 4, 2026, after regaining access to her long-dormant patient portal, Jane Doe was able to access her portal messages. There, for the first time, she found the August 18, 2025, message; a notice from October 2025 confirming shipment; and her storage bills, which still placed her eggs in Los Angeles. Pinnacle's explanation about her most precious possessions did not add up.

77. Jane Doe was determined to find out where her eggs were located and their current condition. She met in person with Pinnacle-CFP's laboratory director on February 7, 2026, and she submitted a written list of inquiries about the location, condition, and status of her eggs the following month. After an initial acknowledgment of receipt, Defendants stopped responding. For over three months, CFP, Pinnacle, and TMRW stonewalled Jane Doe, refusing even to verify that her eggs had not already been used, donated, or discarded.

78. When Defendants finally responded, they provided little information about the status of Jane Doe's eggs, but instead presented a second, irreconcilable explanation for the unilateral decision to transport them. Defendants claimed the move was made to protect Jane Doe's genetic material because TMRW's Colorado facility faced a lower risk of natural disaster than Pinnacle-CFP's California facility. But that explanation cannot be squared with Defendants' original position. If Defendants genuinely believed Jane Doe's eggs were endangered in California, they would not have offered, for an additional $600 per year, to leave them there. Their own conduct demonstrates that the transfer was a business decision—not a safety concern.

79. To date, Defendants have not provided Jane Doe with confirmation of the present condition of her twenty-eight eggs, which represent her entire reproductive future. The documentation they have produced is internally inconsistent and does not provide enough information for Jane Doe to determine whether her eggs were compromised during an inherently risky interstate transport or at any point thereafter. Jane Doe does not know, and on the present record cannot know, whether her material she has paid handsomely to protect for a decade is still capable of becoming the children she intended to have.

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Jane Doe's Injuries

80. Jane Doe is now fifty years old. Another egg retrieval would be painful, traumatic, and would not produce viable eggs. The twenty-eight eggs she froze in 2015 are her only remaining path to biologically-related children. Whatever damage happened to the eggs due to Defendants' actions cannot be undone, cannot be mitigated by another cycle, and cannot be compensated by the return of her storage fees.

81. Because damage to a cryopreserved human egg cannot be detected without thawing, Jane Doe will not learn whether Defendants destroyed her chance at biological motherhood until she attempts to use these eggs. Heartbreakingly, if the eggs have been compromised, Jane Doe will learn of the damage after she has already decided she is physically and emotionally ready to become pregnant. Defendants have converted the stable chance at parenthood she purchased into a question she must contend with for the rest of her reproductive life.

82. Even worse, because her eggs are not at a location where they can be used for a transfer, Jane Doe will need to transfer them yet again to a clinic of her choosing in order to even attempt to use them; meaning, all the high risks of transport will be repeated and compounded.

83. Jane Doe underwent a physically and emotionally taxing egg retrieval cycle in 2015 in reliance on the promise that her eggs would be preserved as she directed. She endured weeks of hormonal injections, monitoring, blood draws, and a surgical retrieval under anesthesia. Due to the retrieval medications, she suffered severe Ovarian Hyperstimulation Syndrome, requiring days of around-the-clock care. The value of everything she endured depended entirely on her eggs being perfectly handled in the intervening time before she decided to use them.

84. Since February 3, 2026, Jane Doe has suffered severe and ongoing emotional distress. She has experienced anxiety, grief, anger, helplessness, and sleeplessness arising from not knowing whether her eggs survived, whether they remain intact, or what a company she has no relationship with may do with them. She has been unable to sleep, worrying about what may be happening to her genetic material. Defendants' subsequent refusal to answer her questions, which continues, has compounded that distress at every stage.

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85. As a direct and proximate result of Defendants' conduct, Jane Doe has suffered non-economic damages, including the physical and emotional toll of a retrieval cycle whose purpose Defendants defeated; the emotional distress of learning that her irreplaceable genetic material had been compromised without her knowledge; the sustained anguish of being unable to learn her eggs' condition; and the loss of the settled confidence in her own reproductive future that she paid Defendants for a decade to provide.

86. Jane Doe has further suffered economic damages, including the cost of her 2015 egg retrieval cycle; every storage fee she has paid to Pinnacle-CFP since 2015, including the increasing fees; and such further costs that she may incur to ascertain, protect, recover, or relocate her eggs.

87. Adding insult to injury, Pinnacle-CFP owed Plaintiff a fiduciary and statutory duty of confidentiality. They had no right to disclose her identity as a patient to any third party without her explicit, written consent. Yet that is exactly what they did when they shipped her eggs to TMRW, and they did so solely for their own financial gain. For its part, TMRW knew or should have known that it had no right to this information—much less to possession of Plaintiff's eggs—yet it accepted both without question.

88. Defendants' conduct was despicable and was carried out with a willful and conscious disregard of Jane Doe's rights, subjecting her to cruel and unjust hardship. Moreover, as alleged herein, Defendants' conduct amounted to a deceit and/or concealment of material facts known to Defendants with the intention on the part of Defendants to deprive Jane Doe of property and/or legal rights and/or otherwise cause injury.

FIRST CAUSE OF ACTION

BREACH OF CONTRACT

Against Defendants CFP and Pinnacle

89. Plaintiff re-alleges and incorporates by reference herein each and every allegation contained in all other paragraphs in this Complaint as though fully set forth in this cause of action.

90. On December 10, 2015, Plaintiff and CFP entered into the 2015 Agreement, a valid and enforceable written contract governing the cryopreservation and disposition of Plaintiff's eggs. Pinnacle, as CFP's parent, alter ego, and/or successor in the performance of CFP's storage

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obligations, assumed and is bound by that 2015 Agreement, and at all relevant times performed and directed performance under it.

91. Plaintiff performed all conditions required of her under the 2015 Agreement. She paid every storage fee invoiced to her, on time, every year from 2015 through 2026, including the increased fees imposed in 2024 and thereafter. She remained in annual contact with the clinic. She was never in default of any obligation under the 2015 Agreement.

92. The 2015 Agreement expressly reserved to Plaintiff the choice of any facility to which her cryopreserved eggs would be transferred. The contract stated that, her material could be moved only "to a storage facility of [her] choice and at [her] expense." The Agreement conferred no corresponding right to Defendants. No provision of the 2015 Agreement authorized Defendants to select a storage facility on Plaintiff's behalf, to transport her eggs to another facility, or to treat her silence as consent to either.

93. Defendants CFP and Pinnacle breached the 2015 Agreement by selecting a storage facility for Plaintiff's eggs; by contracting with that facility to receive them; by packing and shipping Plaintiff's eggs to Boulder, Colorado; and by surrendering custody of Plaintiff's eggs to TMRW without Plaintiff's consent.

94. As a direct and proximate result of Defendants' breaches, Plaintiff has been damaged in an amount to be proven at trial, including the storage fees she paid for storage not provided as agreed, the cost of the retrieval cycle whose purpose the breach defeated, and the consequential harms alleged herein.

SECOND CAUSE OF ACTION

BREACH OF FIDUCIARY DUTY

Against Defendants CFP and Pinnacle

95. Plaintiff re-alleges and incorporates by reference herein each and every allegation contained in all other paragraphs in this Complaint as though fully set forth in this cause of action.

96. A fiduciary and confidential relationship existed between Plaintiff and Defendants CFP and Pinnacle. This relationship arose from physician-patient relationship between Plaintiff and CFP; from Defendants' role as the sole custodian of property the 2015 Agreement expressly

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recognizes as Plaintiff's; from Defendants' superior and exclusive access to information impacting Plaintiff's reproductive future; and from Defendants' undertaking, for compensation, to safeguard material that cannot be replaced.

97. Plaintiff entrusted Defendants with her irreplaceable genetic material and with the exclusive knowledge and control of its location, condition, and handling. She could not independently verify where her eggs were held, how they were stored, whether they remained intact, or what decisions Defendants were making about them. She depended entirely on Defendants' knowledge and candor. Defendants solicited that dependence, accepted it, held themselves out as worthy of it, and profited from it for a decade.

98. Defendants owed Plaintiff duties of undivided loyalty, of good faith, and of full and candid disclosure of all material facts concerning her genetic material—including, at a minimum, the duty to tell her and get her agreement before they moved it.

99. Defendants breached their fiduciary duties to Plaintiff by transporting her eggs out of state without informing her and without her consent; by sending a purported notice via a method they knew or should have known she did not see; by failing to make any effort to reach her by telephone, mail, text message, email, or other direct means before proceeding with an irreversible transport; by subordinating Plaintiff's interest in the safety and location of her genetic material to Defendants' own commercial interest in reducing storage costs; by failing to effectively communicate a material change in custody; by billing her for storage at a location where her eggs no longer were; and by refusing to answer her questions about the condition of her eggs after she learned of the transport.

100. Defendants' breaches were a substantial factor in causing Plaintiff's harm. As a direct and proximate result, Plaintiff has suffered economic and non-economic damages in an amount to be determined at trial.

101. Defendants' conduct was willful, oppressive, and undertaken in conscious disregard of Plaintiff's rights, and Plaintiff reserves the right to pursue punitive and exemplary damages.

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THIRD CAUSE OF ACTION

BAILMENT

Against Defendants CFP and Pinnacle

102. Plaintiff re-alleges and incorporates by reference herein each and every allegation contained in all other paragraphs in this Complaint as though fully set forth in this cause of action.

103. A bailment arises where possession, but not ownership, of property is transferred from one party, a bailor, to another, a bailee. Where the personal property of a bailor is delivered to a bailee, a duty of care is owed.

104. Plaintiff delivered to CFP her irreplaceable personal property (her 28 cryopreserved eggs) for safekeeping, to be safely and securely kept for Plaintiff's benefit, and to be redelivered to Plaintiff upon demand. Pinnacle, as CFP's parent, alter ego, and/or successor in the performance of CFP's storage obligations, assumed and is bound by those terms.

105. Defendants received Plaintiff's eggs on this condition and for this purpose.

106. Plaintiff agreed to pay, and did pay, substantial sums for years in exchange for Defendants' promise to safeguard her precious eggs for Plaintiff's benefit. To the extent Plaintiff's payment of substantial sums was not explicitly made for CFP and Pinnacle's promise to safeguard her eggs, Defendants knowingly accepted possession of Plaintiff's invaluable personal property without consideration and has exclusive possession and control over the property.

107. Defendants had a duty to exercise care in maintaining, preserving, and protecting Plaintiff's eggs. As bailees, Defendants owed Plaintiff a duty to exercise at least ordinary care in the custody of her eggs, to keep them in the manner and at the location agreed upon, to refrain from any use or disposition of the bailed property inconsistent with the terms of the bailment, and to return or account for the property in the condition and at the location in which it was entrusted. When the bailed property is irreplaceable human genetic material, and where the bailee holds itself out as specially qualified to preserve it, the care owed is commensurate with the unique value of the property and with the bailee's professed expertise.

108. Defendants breached their duties as bailees. They removed the bailed property from the agreed location without authority or consent; they surrendered possession of it to a third party

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with whom Plaintiff had no relationship; they transported it under conditions their documentation fails to establish were adequate; and they have failed to account for its present condition despite repeated demands. Because of Defendants' wrongful conduct, Plaintiff's irreplaceable property was rendered of unknown viability, precluding its proper redelivery to her.

109. Defendants cannot account for the condition of the bailed property. Defendants' failure to return or adequately account for the bailed property in the condition entrusted gives rise to a presumption of negligence on their part. Defendants' actions have permanently deprived Plaintiff of the opportunity to use her undamaged eggs to have children.

110. As a direct and proximate result of Defendants' breach of the bailment, Plaintiff has suffered economic and non-economic damages in an amount to be determined at trial.

FOURTH CAUSE OF ACTION

CONVERSION

Against All Defendants

111. Plaintiff re-alleges and incorporates by reference herein each and every allegation contained in all other paragraphs in this Complaint as though fully set forth in this cause of action.

112. Plaintiff owned and had the right to possess her 28 cryopreserved eggs, each of which are a unique item of personal property.

113. Defendants CFP and Pinnacle wrongfully exercised dominion and control over Plaintiff's property inconsistent with her rights. They substantially interfered with Plaintiff's eggs by resolving that her eggs would be moved; by selecting the destination the 2015 Agreement reserved for her choice; by removing her eggs from storage; by delivering them to a transport carrier; by surrendering them to a third party in another state; and by doing all of the foregoing in contravention of her express written election and without her consent.

114. Defendant TMRW wrongfully exercised dominion and control over Plaintiff's property by accepting custody of her 28 eggs; transporting them to its Boulder, Colorado biorepository; entering them into its inventory systems; and holding them from October 27, 2025, to the present. TMRW did so without any agreement with Plaintiff, without any communication with Plaintiff, and without taking any steps to confirm that the patient whose irreplaceable genetic

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material it was receiving had consented to its receipt. Reprotech, as the parent, alter ego, and/or successor of TMRW, assumes liability for these actions.

115. Defendants' exercise of dominion was not inadvertent. CFP-Pinnacle's statements that Plaintiff's eggs could have remained in California had she paid more establish that Defendants treated the disposition of her property as a controllable business choice that they priced and sold—not as an unavoidable incident of ordinary care.

116. Plaintiff did not consent to Defendants' exercise of dominion over her eggs, and Defendants' conduct was without lawful justification.

117. As a direct and proximate result of Defendants' wrongdoing described herein, Plaintiff has been harmed and suffered economic and non-economic damages in an amount to be determined at trial, including severe emotional distress, anguish, grief, anxiety, humiliation, and shame.

118. Further, Plaintiff's remedy at law is inadequate. The converted property is unique and irreplaceable; Plaintiff cannot obtain additional viable, genetically related eggs at any price, and no award of money can restore the 28 oocytes to their pre-transport condition. The property remains in Defendant TMRW's custody, subject to handling, testing, thawing, fertilization, manipulation, relocation, donation, sale, or other disposition/use at Defendants' discretion, and any such act would inflict irreparable harm that could never be undone. Plaintiff is accordingly entitled to injunctive relief restraining Defendants from testing, thawing, fertilizing, manipulating, donating, selling, discarding, wasting, moving, or otherwise using her eggs in any way without her prior, express, written authorization, and compelling Defendants to account for their present location and condition.

FIFTH CAUSE OF ACTION

NEGLIGENCE/GROSS NEGLIGENCE

Against Defendants CFP and Pinnacle

119. Plaintiff re-alleges and incorporates by reference herein each and every allegation contained in all other paragraphs in this Complaint as though fully set forth in this cause of action.

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120. The conduct challenged in this cause of action does not involve the rendering of professional medical services. Plaintiff's claim does not arise from any diagnosis, treatment, procedure, or exercise of medical judgment concerning her care. It arises from Defendants' custodial, administrative, and commercial conduct: the long-term warehousing of cryopreserved property; the maintenance of records identifying where that property was held; the manner in which Defendants communicated with a patient about the disposition of her property; the execution of a corporate decision, made for cost reasons, to relocate inventory from one storage vendor to another; and the issuance of invoices misstating where the property was. None of that is medical treatment. Defendants' liability here does not depend on the standard of care of any physician.

121. In the alternative, and to the extent any portion of the conduct alleged is characterized as professional negligence, the remainder of Defendants' conduct independently constitutes ordinary negligence and independently caused Plaintiff's harm.

122. As the custodians of irreplaceable genetic material, Defendants owed a duty to exercise reasonable care in the custody, storage, handling, transportation, disposition of, and communication about Plaintiff's cryopreserved eggs, so as to avoid destroying, damaging, or jeopardizing their viability. That duty is heightened by the irreplaceable nature of the property, by Defendants' exclusive control over it, by Defendants' knowledge of the consequences of its loss, and by Defendants having solicited and accepted Plaintiff's complete dependence on their care.

123. Defendants' duty of care arose from their voluntary undertaking, for compensation and over a period of more than a decade, to preserve human genetic material they knew to be irreplaceable; from the special relationship between a cryostorage custodian and the patient whose reproductive future it holds; and from the foreseeability that a failure of that custody would cause precisely the harm Plaintiff has suffered. Imposing this duty serves the public policy of preventing future harm, in that it requires custodians of irreplaceable genetic material to obtain a patient's actual agreement before putting that material at risk.

124. Defendants breached that duty, including by:

a. Deciding to relocate Plaintiff's cryopreserved eggs out of California without her consent;

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b. Sending the sole substantive communication about that decision, under a unilaterally chosen, short deadline, to a patient portal that Defendants knew Plaintiff had not accessed in more than seven months prior to the message, and to a patient who had not been in active treatment for a decade;

c. Failing to confirm, before executing an irreversible interstate transfer of irreplaceable property, that the patient had actually received notice of it;

d. Failing to attempt any direct contact by telephone, mail, or otherwise to obtain Plaintiff's consent, notwithstanding that Defendants possessed Plaintiff's up-to-date contact information and indeed used it to contact her when it suited their needs;

e. Structuring the purported notice so that a patient's inaction, rather than her agreement, would authorize the transfer;

f. Failing to maintain accurate records of the location of patient specimens, including by continuing to invoice Plaintiff for storage "at California Fertility Partners" in Los Angeles, California after her eggs had been removed from that facility;

g. Failing to ensure that the transport of Plaintiff's eggs was performed and documented in a manner sufficient to establish that cryogenic conditions were maintained; and

h. Failing, after Plaintiff discovered the transport of her eggs, to provide her with a complete and accurate accounting of the location and condition of her genetic material.

125. These negligent acts and/or omissions were a substantial factor in causing Plaintiff's harm and damages.

126. As a direct and proximate result of Defendants' negligent acts and/or omissions, Plaintiff was harmed as described herein, including but not limited to by rendering the viability of her frozen oocytes unknown.

127. Defendants could have reasonably foreseen that, if Defendants interfered with irreplaceable genetic material without patient consent or notice, the patient would experience extreme emotional distress as a result.

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128. It is also foreseeable to Defendants that their actions would cause such damages as discussed above given an unauthorized transport of fragile frozen eggs to a non-physician-staffed large-scale commercial repository would cause those frozen oocytes to be exposed to compounding risks to their viability. Defendants knew or should have known that proper and consistent storage conditions are critical in ensuring the viability of frozen eggs.

129. Defendants' acts and omissions constitute gross negligence because they are an extreme departure from what a reasonably careful person would do in the same situation to prevent foreseeable risk and damage to eggs during cryostorage.

130. Defendants acted willfully, wantonly, and with a conscious disregard for the safety of the patients using their fertility storage services, including Plaintiff, because Defendants were aware of the dangers inherent to the interstate transfer of frozen genetic material, particularly fragile oocytes. Defendants' actions and omissions had a high probability of causing significant harm to Plaintiff, and, in fact, did.

131. Defendants' failures have caused severe emotional distress and economic harm to Plaintiff. As a result of Defendants' breach of duty, Plaintiff has been left with the heightened possibility of never experiencing biological motherhood and has had to suffer and grieve the potential loss of what she considered her future children.

132. As a result of this breach on the part of Defendants, Plaintiff suffered damages to be determined at trial, including her compromised eggs, emotional distress, time, money, and other inconveniences. A reasonable person would struggle to cope with the losses suffered by Plaintiff.

SIXTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

Against Defendants CFP and Pinnacle

133. Plaintiff re-alleges and incorporates by reference herein each and every allegation contained in all other paragraphs in this Complaint as though fully set forth in this cause of action.

134. Defendants intentionally arranged and transported Plaintiff's cryopreserved eggs to an out-of-state storage facility without her consent. Defendants acted with reckless disregard of the probability of causing harm.

135. Despite being entrusted to store Plaintiff's eggs for future fertility treatments at their on-site location, or at a location of Plaintiff's selection, Defendants disregarded these instructions and moved them without consent. As a result of Defendants' conduct, Plaintiff's future ability to have children has been irreversibly risked and, potentially, lost forever.

136. Defendants knew that the subject of their contract with Plaintiff, concerning her irreplaceable genetic material, was uniquely likely to cause extreme emotional injury. A fertility clinic transporting irreplaceable genetic material without even attempting to acquire the patient's consent is extreme and outrageous. No reasonable person should be expected to tolerate or endure such an intimate betrayal of trust.

137. A fertility clinic, after unilaterally moving the genetic material, then issuing storage fee invoices that misrepresent the true location of the patient's genetic material is extreme and outrageous. No reasonable person should be expected to tolerate or endure such an intimate betrayal of trust.

138. As a direct and proximate result of Defendants' misconduct, Plaintiff has suffered and continues to suffer extreme and debilitating damages, including severe emotional distress.

SEVENTH CAUSE OF ACTION

VIOLATION OF THE CONFIDENTIALITY OF MEDICAL INFORMATION ACT

(CIVIL CODE §§ 56 *et seq.*)

Against Defendants CFP and Pinnacle

139. Plaintiff re-alleges and incorporates by reference herein each and every allegation contained in all other paragraphs in this Complaint as though fully set forth in this cause of action.

140. At all relevant times, Defendants CFP and Pinnacle were providers of health care and/or entities subject to the Confidentiality of Medical Information Act, Civil Code §§ 56 *et seq.* ("CMIA"), and maintained medical information concerning Plaintiff within the meaning of the statute.

141. The information Defendants maintained concerning Plaintiff includes her identity as a fertility patient; her status as a patient who underwent oocyte retrieval and cryopreservation; the quantity, identity, and provenance of her cryopreserved genetic material; her treating physician; her

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cryopreservation and storage records; and the location and disposition of her specimens. That information is individually identifiable and derives from the provision of health care to Plaintiff.

142. In violation of Civil Code § 56.10(a), Defendants disclosed that medical information to Defendant TMRW, a third party, in connection with the October 2025 transport of Plaintiff's eggs, including by transmitting Plaintiff's identifying information, her specimen inventory, and her cryopreservation records to TMRW in order to effect the transfer and to enable TMRW to receive and hold her material.

143. Plaintiff never executed an authorization permitting that disclosure. Civil Code § 56.11 prescribes the form and content of a valid authorization for the release of medical information, and Plaintiff signed no document satisfying those requirements with regard to TMRW. None of the exceptions to the authorization requirement applies. The disclosure was not made for purposes of Plaintiff's diagnosis or treatment; Plaintiff was not in treatment and had not been for a decade. Further, Defendants' own account of the transfer establishes that its purpose in disclosing Plaintiff's information to TMRW was to reduce Defendants' storage costs by outsourcing the storage of Plaintiff's eggs.

144. Plaintiff's silence in response to a portal message she never opened is not an authorization within the meaning of the CMIA, which requires a signed writing and does not permit consent to be inferred from a patient's failure to object.

145. Defendants' disclosure was at best grossly negligent and, on information and belief, knowing and willful.

146. Plaintiff has been injured by the release of her confidential information. Her identity, her fertility history, and the inventory and location of her genetic material are now held by a commercial entity she did not select and with which she has no relationship, on terms she has never seen and cannot control.

147. Plaintiff is entitled to recover nominal damages of $1,000, actual damages, and such further relief as is provided by Civil Code § 56.36.

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EIGHTH CAUSE OF ACTION

VIOLATION OF THE UNFAIR COMPETITION LAW

(BUS. & PROF. CODE §§ 17200 *et seq.*)

Against All Defendants

148. Plaintiff re-alleges and incorporates the above allegations by reference.

149. The UCL prohibits any "unlawful, unfair or fraudulent business act or practice." Each prong is independently actionable, and all apply in this case.

150. ***Standing.*** Plaintiff suffered injury in fact and lost money and property. She paid CFP-Pinnacle for an egg retrieval and storage fees for those eggs every year from 2015 through 2026 in reliance on Defendants' representation that her eggs would be maintained, unless she chose to move them, at CFP-Pinnacle's on-site, physician-supervised laboratory. Those representations had led her to select CFP-Pinnacle over competing clinics, which she communicated to Defendants. Had she known Defendants would unilaterally relocate her eggs to a third-party commercial repository in another state, without her knowledge or consent, she would not have paid those fees, or not on those terms. Separately, her cryopreserved eggs are her property. Defendants' unauthorized transfer of that property out of California, into the custody of an entity she neither selected nor can direct, is itself a loss of property under Bus. & Prof. Code § 17204. Furthermore, Defendant TMRW accepted Plaintiff's information and property under circumstances it knew or should have known were illegal and unfair, as described herein.

151. ***Unlawful prong.*** Defendants' acts and practices violate, among other laws:

a. The Confidentiality of Medical Information Act, California Civil Code §§ 56 *et seq.*, as alleged in the Seventh Cause of Action; and

b. The common law of contract, fiduciary duty, bailment, and conversion, as alleged in the First through Fourth Causes of Action.

152. ***Unfair prong.*** The harm to Plaintiff—the unauthorized interstate relocation of her irreplaceable genetic material, without her knowledge and without any reliable means of confirming it once discovered—vastly outweighs any utility of Defendants' conduct, whose sole benefit ran to Defendants in reduced storage costs (for Defendants CFP and Pinnacle), commercial profits (for

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TMRW), and strengthened business relationships amongst all three entities. That harm was not reasonably avoidable by Plaintiff: Defendants directed the only substantive notice to a channel Plaintiff had no reason to monitor. Plaintiff had no reasonable means of learning that Defendants were not ensuring the continued storage practices that had been unchanged for over a decade.

153. Treating patient silence as authorization for the irreversible disposition of their unique property also offends the public policy expressed in Health and Safety Code § 125315 and Civil Code § 56.11, and is immoral, unethical, oppressive, and unscrupulous. While Health and Safety Code § 125315 statutorily extends only to embryos, Defendants undertook this obligation by contract with Plaintiff, affirming to treat her eggs "in the exact same manner" as the statute requires for embryos. This statute requires a fertility provider to furnish a patient timely, relevant, and appropriate information enabling informed and voluntary decisions about the disposition of their cryopreserved material, and to obtain the patient's written advance directives as to that disposition. Defendants procured Plaintiff's written directives under that framework, on the promise Defendants would be bound by them, then overrode her election, substituting Defendants' own commercial preference for the choices Plaintiff had conveyed to CFP-Pinnacle.

154. ***Fraudulent prong.*** Defendants' acts and practices are fraudulent and likely to deceive the public. Defendants marketed their on-site, physician-supervised laboratory with storage and "immediate adjacency" to the clinic as a distinguishing feature of the practice. This induced Plaintiff to select CFP-Pinnacle on that basis, then Defendants transferred her precious oocytes to an off-site third-party commercial repository without effective consent. Despite their obligation to do so, Defendants failed to adequately disclose the risks of moving the frozen oocytes to Plaintiff, including during her egg retrieval and prior to Defendants' transport of her property. Defendants further represented, in a December 18, 2025, invoice and in January 2026 follow-up correspondence, that Plaintiff "currently ha[d] cryopreserved specimens in storage at California Fertility Partners," and directed her to a Los Angeles address. Defendants knew, or were reckless in not knowing, that her specimens had been in Colorado for nearly two months when they issued these communications. Those representations were material and likely to deceive, and did deceive, Plaintiff, just as they would any reasonable consumer.

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155. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent acts and practices, Plaintiff suffered injury in fact and lost money and property.

156. Plaintiff is entitled to restitution of all money Defendants acquired through that conduct, including the egg retrieval she underwent and storage fees she paid in reliance on their representations.

157. Plaintiff is further entitled to injunctive relief. Her remedy at law is inadequate: her eggs are unique and irreplaceable, they remain in the custody of Defendants' chosen vendor TMRW, and any further handling, relocation, or disposition would cause irreparable harm no damages award could remedy. Absent an injunction, Defendants retain the practical ability to deal with Plaintiff's genetic material as they see fit, with no assurance they will not again act without her authorization—they have done so once already. Plaintiff accordingly seeks an order restraining Defendants from testing, thawing, fertilizing, manipulating, donating, selling, discarding, wasting, moving, or otherwise using her eggs in any way without her prior, express, written authorization, and requiring Defendants to account for their present location and condition.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

1) For past, present, and future non-economic damages in an amount to be determined at the time of trial;

2) For past, present, and future economic damages in an amount to be determined at the time of trial;

3) For compensatory, restitutionary, rescissory, general, and/or consequential damages, in an amount to be determined at trial;

4) For statutory damages, including nominal damages of $1,000 per violation and such further statutory remedies as are provided by Civil Code §§ 56.35 and 56.36;

5) For restitution and disgorgement pursuant to Bus. & Prof. Code §§ 17200 *et seq.*;

6) For injunctive relief, in order to ensure that Plaintiff's biological material is not tested, thawed, fertilized, manipulated, donated, sold, discarded, wasted, moved, or otherwise used without

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Plaintiff's prior, express, written authorization, and requiring Defendants to account fully for the present location, custody, and condition of Plaintiff's twenty-eight cryopreserved oocytes;

7) For attorneys' fees and costs as permitted by law;

8) For costs of suit herein;

9) For pre- and post-judgement interest as allowed by law; and

10) For such other and further relief as the Court may deem just and proper.

11) Please be advised that, at the appropriate time, Plaintiff intends to seek punitive damages for Defendants' deplorable conduct, malice, oppression, and fraud.

DATED: October 27, 2026

CLARKSON LAW FIRM

Tracey B. Cowan (SBN 250053)
tcowan@clarksonlawfirm.com
Shireen M. Clarkson (SBN 237882)
sclarkson@clarksonlawfirm.com
Ryan J. Clarkson (SBN 257074)
rclarkson@clarksonlawfirm.com
22525 Pacific Coast Highway
Malibu, CA 90265
Tel.: (213) 788-4050
Fax: (213) 788-4070

Laura E. Older (*Pro hac vice* forthcoming)
lolder@clarksonlawfirm.com
CLARKSON LAW FIRM
1050 Connecticut Ave. NW, Suite 500
Washington, DC 20036
Telephone: (202) 998-2299

Attorneys for Plaintiff

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

DATED: October 27, 2026

CLARKSON LAW FIRM

Tracey B. Cowan (SBN 250053)
tcowan@clarksonlawfirm.com
Shireen M. Clarkson (SBN 237882)
sclarkson@clarksonlawfirm.com
Ryan J. Clarkson (SBN 257074)

Clarkson Law Firm, P.C. | 22525 Pacific Coast Highway, Malibu, CA 90265 | P: (213) 788-4050 F: (213) 788-4070 | clarksonlawfirm.com

rclarkson@clarksonlawfirm.com
22525 Pacific Coast Highway
Malibu, CA 90265
Tel.: (213) 788-4050
Fax: (213) 788-4070

Laura E. Older (*Pro hac vice* forthcoming)
lolder@clarksonlawfirm.com
CLARKSON LAW FIRM
1050 Connecticut Ave. NW, Suite 500
Washington, DC 20036
Telephone: (202) 998-2299

Attorneys for Plaintiff

Clarkson Law Firm, P.C. | 22525 Pacific Coast Highway, Malibu, CA 90265 | P: (213) 788-4050 F: (213) 788-4070 | clarksonlawfirm.com