

LA Laser Center, PC v. Lakey; Lakey and Cummings v. LA Laser Center, PC
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
Case No. 23STCV17949

*A court authorized this Notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or do not act.*

NOTICE OF CLASS ACTION SETTLEMENT

If you have worked for LA Laser Center, PC as a “Provider” in California from October 24, 2019, to the present, your rights may be affected by a class action lawsuit.

WHY SHOULD YOU READ THIS NOTICE?

A proposed settlement (the “Settlement”) has been reached in the class action brought by Cross-Defendant and Cross-Complainant Drew Lakey and Cross-Complainant Kinston Cummings in the case currently pending in the Superior Court of the State of California for the County of Los Angeles, entitled *LA Laser Center, PC v. Lakey*, Case No. 23STCV17949 (the “Class Action” or “Action”), with Cross-Defendant LA Laser Center, PC, a California Professional Medical Corporation (“LA Laser”). This Settlement is not an admission of any wrongdoing, liability, or legal violation by LA Laser; rather, it was entered into by both Parties in order to avoid the continued costs and risks of litigation. The Settlement covers the time period from October 24, 2019, to April 29, 2026 (the “Class Period”). If the court approves the Settlement, the Settlement will resolve all claims in the Class Action against LA Laser.

The purpose of this Notice is to inform you about the proposed Settlement and to explain your rights and options with respect to the Class Action and the Settlement.

You received this Notice because LA Laser’s records identify you as a current or former Provider, in the position of physician assistant or nurse practitioner, for LA Laser in California.

WHO IS AFFECTED BY THIS PROPOSED SETTLEMENT?

This settlement involves claims of a California-only class under the federal Fair Labor Standards Act (“FLSA”) and California Labor Code and Civil Code and the FLSA claims of a collective of employees located in Nevada and Arizona, as defined below:

California Class: All persons who worked for LA Laser Center, PC, Daniel Taheri, M.D. Inc., or LA Business Management Services LLC as a physician assistant or nurse practitioner in California at any time from October 24, 2019, to April 29, 2026.

Non-California Collective: All persons who worked for LA Laser Center PC, Daniel Taheri M.D. Inc., or LA Business Management Services LLC as a physician assistant or nurse practitioner in Arizona or Nevada, but not in California, at any time from October 24, 2019, to April 29, 2026, were subject to a Training Repayment Agreement, and who timely and validly opt into the Settlement.

According to LA Laser’s records, you are a member of the California Class.

HOW MUCH IS MY SHARE OF THE SETTLEMENT?

According to LA Laser's records, you worked the following number of Workweeks from October 24, 2019, to April 29, 2026: <WorkWeeks>. During that period, LA Laser's records show you <were/were not> subjected to a Training Repayment Agreement Provision under your employment agreement or any other contract with LA Laser.

Your share of the Settlement before the deduction for taxes and other withholdings is currently estimated to be: <Payment>. This amount is a total of your estimated share of each of the categories identified in the Plan of Allocation explained below.

Your estimated share of the Settlement includes <PAPAAmt>, which is your pro rata portion of the amount of the settlement allocated to the Private Attorneys' General Act claim.

A. BACKGROUND

WHAT IS THIS CASE ABOUT?

This case involves claims that Cross-Defendant LA Laser Center and any company, corporation, or legal entity controlled by Daniel Taheri, M.D. (collectively referred to herein as "LA Laser") required Providers to sign a training agreement provision, or "TRAP," that valued on-the-job training at \$50,000 to \$100,000 and required providers to "repay" that amount, or a portion thereof, if they leave their employment with LA Laser within three years. Cross-Complainants contend that this TRAP is unlawful under state and federal employment laws.

LA Laser disagrees that the TRAP is unlawful under state and federal employment laws and disagrees with the amount of damages and penalties claimed by Cross-Complainants, but the Parties have reached a compromise to resolve these matters. This Settlement is the result of good faith, arm's-length negotiations between Cross-Complainants, who are the Class Representatives, and Cross-Defendant LA Laser, through their respective attorneys. All Parties agree that in light of the risks and expenses associated with continued litigation, the Settlement is fair and appropriate under the circumstances and is in the best interests of the Class Members.

Both state and federal law prohibit employers from adopting and enforcing TRAPs when the covered training is primarily to the benefit of the employer. Employers who cover the costs of licensure or certification programs that are transferable to other jobs and required by state or federal regulations may require their employees to repay those costs if the employee separates from employment in a certain period. However, employers cannot seek reimbursement for training that is more akin to onboarding, that facilitates the employers' compliance with regulations, or that is not transferable to other jobs in the same field.

Cross-Complainants allege that Cross-Defendant LA Laser requires on-the-job training that is specific to LA Laser and primarily for LA Laser's benefit. Cross-Complainants allege that LA Laser's employment contract violates the federal Fair Labor Standards Act (FLSA), which prohibits employers from charging employees for expenses that are primarily for the benefit of the employer or a regular cost of doing business. LA Laser also failed to pay all employees overtime wages for all hours worked over 40 hours per week, as required by 29 U.S.C. § 207(a)(1).

Claims Specific to the California Class

Cross-Complainants also allege the LA Laser's employment contract violates Labor Code section 2802, which requires employers to reimburse employees for all necessary expenditures, such as trainings or the use of personal devices like cell phones. Some California Class Members will also receive a PAGA Award for this claim under the Private Attorneys General Act. Cross-Complainants also contend that the TRAP forces Providers to continue working for LA Laser because they cannot afford to leave, which violates California's prohibition on forced labor, Civil Code section 52.5. Finally, Cross-Complainants alleged that LA Laser's employment contract gave LA Laser an unfair business advantage while violating the law, in violation of Business and Professions Code section 17200.

B. SETTLEMENT TERMS

WHAT ARE THE MONETARY TERMS OF THE SETTLEMENT AND HOW IS MY PAYMENT CALCULATED?

Subject to final Court approval, LA Laser will pay a total of nine hundred and eighty-five thousand dollars (\$985,000) to fully and finally resolve all claims in the Action (referred to as “Maximum Settlement Amount” or “MSA”) for (a) Participating Class and Collective Members’ Individual Class/Collective Payments; (b) Court-approved Service Awards to the Class Representative and PAGA Representative in the amount of \$12,000 (\$10,000 to the Class Representative and \$2,000 to the PAGA Representative) for initiation of, work, and efforts in prosecuting the Class Action, for undertaking the risks of payment of costs in the event of an unsuccessful outcome, giving general releases of all claims, and the substantial benefits conferred on the Class; (c) administration expenses to CAC Services Group LLC in the estimated sum of \$6,500; (d) PAGA payment of \$30,000 to the California Labor Workforce and Development Agency (“LWDA”) under California Labor Code’s Private Attorneys General Act of 2004, of which 65% (\$19,500) will be paid to the LWDA and the remaining 35% (\$10,500) will be proportionately allocated to PAGA Group Members; (e) Class Counsel’s attorneys’ fees of up to one-third (\$344,750) of the MSA; and (f) litigation costs of no more than \$15,000.

The Administrator shall determine the amount of the “Net Settlement Fund” by deducting from the Maximum Settlement Amount the following court-approved sums: (a) the Attorneys’ Fees and Costs Payment, (b) the portion of the PAGA Payment to be paid to the LWDA, (c) the Service Payments, (d) the Administration Costs, and (e) employer-side payroll taxes. The Net Settlement Fund will then be divided into a “PAGA Payout Fund” and a “Non-PAGA Payout Fund.”

Awards for TRAP Claims

The majority of claims in this case are related to TRAPs imposed on Providers. Ninety percent of the Non-PAGA Payout Fund will be allocated to the TRAP Fund, and each California Class Member who was subjected to a TRAP and Non-California Collective Member during the Class Period will receive a share of the TRAP fund proportionate to the number of weeks worked. Because members of the California Class who were subjected to a TRAP have additional claims specific to California law, the Administrator will apply a “2x” multiplier to the number of workweeks for each California Class Member with TRAP claims and a “1x” multiplier to the number of workweeks for each Non-California Collective Member.

Awards for Non-TRAP Related Claims

All California Class Members will receive payments for the claims that are not related to TRAPs. Ten percent of the Non-PAGA Payout Fund will be allocated to the Non-TRAP Fund, and each California Class Member will receive a share of the Non-TRAP Fund proportionate to the number of weeks worked by each California Class Member during the Class Period.

PAGA Awards

The PAGA Payout Fund will be distributed among each of the PAGA Group Members, which includes anyone who worked as a Provider for LA Laser between September 15, 2024, and April 29, 2026 in California. Each PAGA Group Member will receive a share of the \$10,500 PAGA Payout Fund proportionate to the number of pay periods they worked between September 15, 2024, and April 29, 2026.

Information About Your Award

For income and payroll tax purposes, 40% of each Settlement Payment will be attributed to unpaid wages, which will be subject to withholdings and deductions and reported as required by law. The remaining 60% of each Settlement Payment will be attributed to penalties and interest which will be subject to tax but not be subject to required withholdings and deductions and will be reported as non-wage income as required by law.

A claim form is not required. Any portion of the Net Settlement Amount that would otherwise have been paid to California Class Members who request to be excluded from the Settlement will be redistributed and paid to the Participating Class Members.

Cross-Complainants' Motion for Attorneys' Fees and Reimbursement of Costs will be available for review at www.LALaserSettlement.com at least fourteen (14) days prior to the deadlines for Class Members to opt out or object to the Settlement. Other important court documents in this Class Action, including the motions for approval, will also be available on this website.

HOW DOES THE SETTLEMENT CHANGE LA LASER'S PRACTICES GOING FORWARD?

Subject to final court approval, LA Laser and any of its related companies will stop using employment policies or contract clauses that require employees to pay or repay some or all of the cost of employment-related training mandated by LA Laser, unless the training results in a license, credential certification, degree, or certification that has a portable or transferable value in the profession. In California, LA Laser will also stop using employment policies or contract clauses that purport to limit or prohibit a California employee from engaging in a lawful profession, trade, or business of any kind after they separate from employment with LA Laser, to the extent such contracts are unlawful under California Business and Professions Code section 16600.

LA Laser will also revise any employment agreements and policies to (a) ensure that any employee who is required to use a personal communication device to carry out work-related tasks either (i) is provided with a company-issued device or (ii) is notified that they are eligible for reimbursement of a reasonable percentage of the cost of acquiring or using the device for work-related purposes; and (b) notify any nurse practitioner or physician assistant who LA Laser does not expect to use a personal communication device for work-related duties that they are not obligated to respond to patient or workplace communications outside of work hours.

WHAT CLAIMS ARE BEING RELEASED BY THE PROPOSED SETTLEMENT?

Upon Final Approval of the Settlement by the Court, the Class and each Class Member, including each Cross-Complainant jointly and severally, shall fully release and discharge Cross-Defendants and Released Parties from the Released Claims.

"Released Parties" shall collectively mean: (i) LA Laser Center, Daniel Taheri M.D. Inc., LA Business Management Services LLC, and G&A Partners LLC; (ii) all current or former parent entities, subsidiaries, sister entities, or affiliated entities of LA Laser Center, Daniel Taheri M.D. Inc., LA Business Management Services LLC, and G&A Partners LLC; (iii) all current or former officers, directors, partners, principals, owners, shareholders, employees, agents, representatives, attorneys, fiduciaries, successors, or assigns of LA Laser Center, Daniel Taheri M.D. Inc., LA Business Management Services LLC, and G&A Partners LLC; and (iv) all current or former officers, directors, partners, principals, owners, shareholders, employees, agents, representatives, attorneys, fiduciaries, successors, or assigns of any current or parent entities, subsidiaries, sister entities, or affiliated entities of LA Laser Center, Daniel Taheri M.D. Inc., LA Business Management Services LLC, and G&A Partners LLC.

"Released Claims" means all claims under state, federal and local law that were or could have been asserted based on the facts and allegations made in the Action, and any amendments thereto, as to the Class Members, including without limitation, the Fair Labor Standards Act, California Labor Code sections 2802 and 2804, 29 U.S.C. § 216, California Civil Code section 52.5, and Business and Professions Code sections 17200, *et seq.*, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, statutory penalties of any nature, interest, fees, costs, as well as all other claims and allegations alleged in the Action, during the Class Period. Released Claims shall not include the right of any Settlement Class Member or any of the Releasing Parties to enforce the terms of this Settlement Agreement and shall not include the claims of Persons who have timely excluded themselves from the Settlement Class.

Released Claims include “Released PAGA Claims,” which means claims made or which could have been made for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, et seq., based on the facts pled in this Action, from September 15, 2024, through the Preliminary Approval Order entered in this case including, but not limited to, the alleged failure to reimburse required business expenses (Cal. Labor Code §§ 2802, 2804). PAGA Released Claims shall not include the right of any Settlement Class Member or any of the Releasing Parties to enforce the terms of this Settlement Agreement. California Class Members cannot opt out of the release of their PAGA claims in this Action.

WHAT ARE CLASS COUNSEL’S ATTORNEYS’ FEES AND COSTS, CLASS REPRESENTATIVE AND PAGA REPRESENTATIVE SERVICE AWARDS, AND ADMINISTRATIVE COSTS?

Cross-Complainants will seek an award of attorneys’ fees of up to 35% (\$344,750) of the \$985,000 Settlement Amount, as well as the reimbursement of costs of up to approximately \$15,000. Because there are two firms serving as Class Counsel in this Case, the firms will allocate any recovery of attorneys’ fees and costs between them based on work on the case, rates based on attorney experience, and costs and risk incurred by the firms.

In addition, Class Counsel will ask the Court to authorize Service Awards of \$10,000 to Class Representative Drew Lakey and \$2,000 to PAGA Representative Kinston Cummings in addition to the Individual Settlement Awards they will receive as Class Members, for their services in representing the Class in the Class Action.

Class Counsel estimates the cost of administering the Settlement, including, but not limited to, giving notice to the Class, calculating the Individual Settlement Awards, and making the payments authorized under the Settlement, will be up to \$6,500. Class Counsel will ask the Court to authorize those costs to be paid to the Settlement Administrator.

Cross-Complainants’ Motion for Attorneys’ Fees and Reimbursement of Costs will be available for review at least 14 days prior to the deadline for Class Members to object to the Settlement.

C. YOUR OPTIONS

WHAT ARE MY OPTIONS IN THIS MATTER?

You have three options regarding this Settlement, each of which is discussed below. You may: (A) do nothing, remain in the Class, and receive your share of the Settlement; (B) challenge your allocation amount indicated on the first page of this Notice while remaining in the Class so that you can receive your share of the Settlement; or (C) exclude yourself from the Class and from the Settlement. If you choose option (A) or (B), you may also object to the Settlement as explained below. **Please review your options carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:	
OPTION (A): DO NOTHING AND RECEIVE YOUR SHARE OF THE SETTLEMENT.	<p>Do nothing. Receive your payment.</p> <p>You can stay in this lawsuit by <u>doing nothing</u>. By doing nothing, you will receive your share of the Settlement and will be bound by any judgment in this case. If you do nothing, you give up any rights to sue LA Laser or the Released Parties separately about the Released Claims.</p>
OPTION (B): DISPUTE YOUR ALLOCATION	<p>Stay in this lawsuit. Challenge your payment.</p> <p>If you DO NOT agree with your estimated individual amount of the Settlement indicated at the top of this Notice, or you DO NOT agree to the finding that you were or were not subject to a TRAP while working for LA Laser, but you DO wish to participate in the Settlement, you must do the following:</p> <p>Complete and send a letter by United States or electronic mail entitled “Notice of Dispute” to the Settlement Administrator at the address/email listed below or</p>

	<p>through the Settlement Administrator’s website (www.LALaserSettlement.com) explaining why you dispute the total, together with any supporting written documentation. Such documentation may consist of official records, pay stubs, weekly schedules, or personal logs.</p> <p>To be considered, the Notice of Dispute and supporting written documentation must be postmarked no later than August 11, 2026. The Settlement Administrator will make a final and binding determination regarding any disputes by August 26, 2026. The Settlement Administrator will inform you by email of the final determination in writing. If the Settlement receives the Court’s final approval, your settlement check will be sent to you by United States mail at the address on this Notice.</p>
<p>OPTION (C): EXCLUDE YOURSELF</p>	<p>Get out of this lawsuit. Get no benefits from it. Keep your rights.</p> <p>If you already have your own lawsuit against LA Laser or another Released Party for the claims set forth above or otherwise DO NOT want to be part of the Settlement, you must follow the applicable steps below:</p> <p>You must submit a signed written request to be excluded from the Settlement stating the following:</p> <p style="padding-left: 40px;">“I do not wish to become a Participating California Class Member, release the Released Class/Collective Claims, and receive an Individual Class/Collective Award under the proposed settlement in the civil action presently pending in the Superior Court of the State of California for the County of Los Angeles as <i>LA Laser Center PC, a Professional Corporation v. Drew Lakey</i> (Case No. 23STCV17949).”</p> <p>Be sure to include your name, address, telephone number, and last four digits of your Social Security number and to sign and date the letter. You must mail and postmark your Exclusion Request by August 11, 2026.</p> <p>If you do not timely submit an executed Exclusion Request, your Exclusion Request will be rejected, you will be deemed a Class Member, and you will be bound by all Settlement terms, including but not limited to the release of the Released Claims.</p> <p>If you timely submit an executed Exclusion Request, you will have no further role in the Class Action, and for all purposes, you will be regarded as if you never were either a party to the Action or a Class Member, and thus you will not be entitled to any benefit as a result of the Class Action and will not be entitled to or permitted to assert an objection to the Settlement.</p> <p>By law, you are not permitted to opt out of the Released PAGA Claims and you will be paid your pro rata share of the amount of the settlement allocated to PAGA.</p>

Who is the Settlement Administrator?

CAC Services Group LLC
6420 Flying Cloud Drive, Suite 101
Eden Prairie, MN 55344
www.cacservicesgroup.com
Tel: (866) 602-2260

CAN I OBJECT TO THE SETTLEMENT?

If you believe the Settlement is unfair or inadequate in any respect, you can ask the Court to deny approval by submitting a timely objection. You cannot ask the Court to order a larger or different settlement; the Court can only approve or disapprove the Settlement. If the Court denies approval, no settlement payments will be made, and the Class Action will continue. **You cannot object to the Settlement if you request exclusion from the Settlement as provided under Option C, above.**

All written objections and supporting papers must:

- (a) Identify the case name and number (Drew Lakey, et al. v. LA Laser Center, PC, Case No. 23STCV17949) and your name, address and telephone number;
- (b) Be submitted to the Settlement Administrator;
- (c) Be postmarked on or before August 11, 2026;
- (d) Explain your grounds for the objection, including all citations to legal authority and evidence supporting the objection;
- (e) Include the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objections; and
- (f) Include a statement indicating whether you intend to appear at the Final Approval Hearing, either personally or through your attorneys.

Alternatively, you may appear in court or hire an attorney to appear in court to orally object at the Final Approval Hearing.

If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

Any California Class Member who does not object to the Settlement in the manner described above may be deemed to have waived any objections and may be foreclosed from objecting to the fairness or adequacy of the Settlement, the payment of attorneys' fees and costs, the Service Awards to the Class Representative and PAGA Representative, the claims process, and any and all other aspects of the Settlement.

Likewise, even if you submit an objection, you will be bound by the terms of the Settlement, including applicable releases as set forth above, unless the Court does not finally approve the Settlement.

D. PAYMENT OF YOUR SHARE OF SETTLEMENT

HOW WILL I RECEIVE MY PAYMENT? Each Class Member who does not timely request to opt out of and be excluded from the Settlement ("Participating Class Member") will receive his or her share of the Net Settlement Amount based on the Plan of Allocation. You should receive your payment within 60 days of the Effective Date of the Settlement Agreement. The Effective Date will occur after the Court grants Final Approval of the Settlement and enters Judgment. The Settlement Agreement will only become effective if approved by the Court.

Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member. None of the Parties or Parties' attorneys make any representations concerning the tax consequences of the Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Members are solely responsible for determining the tax consequences of payments made pursuant to the Settlement and for paying taxes, if any, which are determined to be owed by each of them on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal.

If you participate in this Settlement, you will receive your Settlement Payment via a physical check by U.S. Mail at the following address:

<Address>
<City> <State> <Zip>

WHAT HAPPENS IF MY E-MAIL OR MAILING ADDRESS HAS CHANGED OR CHANGES?

If you have moved or changed your email or phone, **please provide a current, valid email address and/or mobile phone number** to the Settlement Administrator at (866) 602-2260 or info@cacs.com. If the email address or mobile phone number on file becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment.

E. FINAL APPROVAL OF SETTLEMENT BY COURT

WHAT IS THE NEXT STEP IN THE APPROVAL OF THE SETTLEMENT?

The Court will hold a Final Approval Hearing on the fairness and adequacy of the Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, the settlement administration costs, and the Service Awards to the Class Representatives on September 10, 2026 at 9:00 a.m. Class Members may attend the hearing via Zoom or in person at Los Angeles County Superior Court, Stanley Mosk Courthouse, Department 34, 111 N. Hill Street, Los Angeles, CA 90012. Instructions for appearance by Zoom are provided by the Court at: <https://my.lacourt.org/laccwelcome/>.

The Final Approval Hearing may be continued without further notice to Class Members. You are advised to check the Settlement website at www.LALaserSettlement.com to confirm that the Final Approval Hearing date and/or time has not been changed. You are not required to attend the Final Approval Hearing to receive your share of the Settlement.

BECAUSE YOU HAVE BEEN IDENTIFIED AS A MEMBER OF THE CLASS, YOU DO NOT NEED TO DO ANYTHING TO BE ELIGIBLE TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.

F. THE LAWYERS REPRESENTING YOU

WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

The attorneys for the Class Representative, PAGA Representative, and Settlement Class in this Class Action (“Class Counsel”) are:

Rachel Dempsey
David Seligman
TOWARDS JUSTICE
303 17th Ave., Suite 400
Denver, CO 80203
Telephone: (720) 441-2236

Cornelia Dai
Sarah Cayer
HADSELL STORMER RENICK & DAI LLP
128 North Fair Oaks Avenue, Suite 204
Pasadena, California 91103-3645
Telephone: (626) 585-9600

G. GETTING MORE INFORMATION

HOW CAN I GET ADDITIONAL INFORMATION?

This Notice only summarizes the Class Action, the basic terms of the Settlement, and other related matters. For the precise terms and conditions of the Settlement, please see the Class Action Settlement Agreement, available at www.LALaserSettlement.com, contact Class Counsel, or contact the Settlement Administrator at the address and telephone number listed above.

The Class Action Settlement Agreement and Cross-Complainants' Motion for Attorneys' Fees and Reimbursement of Costs will be available for review by July 28, 2026 at www.LALaserSettlement.com.

Any questions regarding this Notice should be directed to the Settlement Administrator or to Class Counsel at the above addresses and telephone numbers.

If you would like to review this information in another language, you may submit a request for a translated Notice at www.LALaserSettlement.com.

PLEASE DO NOT TELEPHONE OR E-MAIL THE COURT OR THE COURT CLERK'S OFFICE, OR LA LASER OR LA LASER'S LAWYERS, TO INQUIRE ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.