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FILED
Superior Court of California
County of Los Angeles
04/29/2026

David W. Slayton, Executive Officer / Clerk of Court
By: C. Cain Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LA LASER CENTER, PC, CALIFORNIA
PROFESSIONAL MEDICAL
CORPORATION, a California professional
corporation,

Plaintiff,

v.

DREW LAKEY, an individual,

Defendant.

Case No: 23-ST-CV-17949

Assigned to the Hon. Peter A. Hernandez

Department: 34

**[PROPOSED] ORDER GRANTING
CROSS-COMPLAINANTS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND COLLECTIVE ACTION
SETTLEMENT**

DREW LAKEY, KINSTON CUMMINGS,
and all those similarly situated,

Cross-Complainants,

v.

LA LASER CENTER, PC, CALIFORNIA
PROFESSIONAL MEDICAL
CORPORATION, a California professional
corporation,

Cross-Defendant.

Complaint Filed: July 31, 2023
Cross-Complaint Filed: October 24, 2023
Trial Date: Not set

Date: April 21, 2026
Time: 9:30a.m.

1 **PROPOSED ORDER] GRANTING PRELIMINARY APPROVAL OF CLASS AND**
2 **COLLECTIVE ACTION SETTLEMENT AGREEMENT**

3 Following the filing of a lawsuit against her on July 31, 2023, Cross-Defendant and Cross-
4 Complainant Drew Lakey (“Cross-Complainant”) filed a cross-complaint alleging state and federal
5 claims on behalf of a class and collective of workers against Cross-Defendant LA Laser Center, PC
6 (“LA Laser”) on October 24, 2023. She filed her First Amended Cross Complaint on September 9, 2024,
7 which expanded the definition of the class. Following a settlement in principle, the Court granted Cross-
8 Complainant’s stipulated request to file a Second Amended Cross Complaint adding a claim under the
9 Private Attorneys General Act (“PAGA”), Labor Code section 2698 *et seq.*, and an additional named
10 cross-complainant and PAGA representative, Kinston Cummings, on December 11, 2025. The Second
11 Amended Cross Complaint alleged the following legal claims: (1) Illegal TRAP under the Employment
12 Laws (Cal. Lab. Code §§ 2802, 2804); (2) Illegal Kickback under the Fair Labor Standards Act (29
13 U.S.C. § 216); (3) Failure to Pay Wages Free and Clear under the Fair Labor Standards Act (29 U.S.C. §
14 216); (4) Off-the-Clock Work in Violation of the Fair Labor Standards Act (29 U.S.C. § 216); (5)
15 Failure to Reimburse Required Business Expenses (Cal. Lab. Code §§ 2802, 2804); (6) Labor
16 Trafficking (Cal. Civ. Code § 52.5); (7) Unfair Competition (Cal. Bus. & Prof. Code § 17200); (8)
17 Declaratory and Injunctive Relief (Cal. Code Civ. Proc. § 1060); Representative Action for Civil
18 Penalties (Cal. Lab. Code §§ 2698–2699.5).

19 Following extensive discovery, Cross-Complainants and LA Laser participated in a full-day
20 mediation with experienced employment mediator Gail Glick on May 16, 2025. Although the Parties did
21 not resolve the matter during mediation, Ms. Glick continued working with both sides to reach a
22 mutually agreeable outcome. This Settlement Agreement has been reduced to writing and filed with this
23 Court.

24 Cross-Complainants have moved this Court for an order:

- 25 1. Preliminarily and conditionally certifying the California Class and approving the FLSA
26 collective action for purposes of settlement;
- 27 2. Preliminarily approving the class, collective, and representative action settlement for
28 \$985,000, settling the class, collective, and representative claims under California law and

1 the Fair Labor Standards Act (“FLSA”) as fair, reasonable, adequate, and in the best interest
2 of the Settlement Class;

- 3 3. Preliminarily approving the terms and conditions of the PAGA Claims pursuant to California
4 Labor Code section 2699(s)(2) as fair, reasonable, and adequate as to the PAGA Group in
5 light of the purposes of PAGA;
- 6 4. Preliminarily approving the non-monetary consideration from Cross-Defendant and its
7 related entities as set forth in Section 4 of the Settlement Agreement as fair, reasonable,
8 adequate, and in the best interest of the Settlement Class;
- 9 5. Preliminarily appointing Cross-Complainant Drew Lakey as the Class Representative for
10 purposes of settlement;
- 11 6. Preliminarily appointing Towards Justice and Hadsell Stormer Renick & Dai LLP as Class
12 Counsel for purposes of settlement;
- 13 7. Preliminarily approving CAC Service Group as Settlement Administrator;
- 14 8. Approving as to form and content the proposed California Notice Packet, attached as Exhibit
15 A to the Settlement Agreement;
- 16 9. Approving as to form and content the proposed Non-California Notice Packet, attached as
17 Exhibit B to the Settlement Agreement;
- 18 10. Directing that the notices be sent by email and first class mail to Settlement Class members;
19 and
- 20 11. Scheduling a final fairness approval hearing on the question of whether the proposed
21 settlement should be finally approved as fair, reasonable, and adequate as to the members of
22 the Settlement Class.

23 No opposition has been filed to Cross-Complainants’ Motion for Preliminary Approval, which was
24 heard in Department 34 of the above-entitled Court, located at 111 N. Hill Street, Los Angeles, CA 90012,
25 on April 21, 2026 at 9 : 30 a.m. Counsel for Cross-Complainant and LA Laser were present at the
26 hearing.

27 This Court, having considered Cross-Complainants’ notice of motion, supporting memorandum of
28 points and authorities and the supporting declarations of counsel, the Settlement Agreement, the proposed

1 California Notice Packet, the proposed Non-California Notice Packet, and the oral argument presented to
2 the Court, and in recognition of the Court’s duty to make a preliminary determination as to the
3 reasonableness of any proposed class, collective, and representative action settlement, and to conduct a
4 fairness hearing as to good faith, fairness, adequacy, and reasonableness of any proposed settlement,
5 HEREBY FINDS and ORDERS as follows:

6 **ORDER CONDITIONALLY CERTIFYING SETTLEMENT CLASS AND**
7 **APPOINTING CLASS REPRESENTATIVE AND CLASS COUNSEL**

8 The Court finds that provisional certification of the following class and collective for settlement
9 purposes (collectively, “the Settlement Class”) is appropriate under Code of Civil Procedure § 382 and
10 29 U.S.C. § 216:

11 The California Class: All persons who worked for LA Laser Center PC as a physician assistant
12 or nurse practitioner in California at any time between October 24, 2019, to the date of the order
13 on the Preliminary Approval Motion, and who do not timely and validly request exclusion from
the California Class in accordance with the agreed-upon opt-out procedure.

14 The Non-California Collective: All persons who worked for LA Laser Center PC as a physician
15 assistant or nurse practitioner in Arizona or Nevada, but not in California, at any time from
16 October 24, 2019, to the date of the order on the Preliminary Approval Motion, were subject to a
Training Repayment Agreement, and who timely and validly opt into the Settlement in
accordance with agreed upon opt-in procedures.

17 The Court finds that the Settlement Class meets the ascertainability and numerosity requirements
18 because at least 75 class members have been identified. The commonality requirement is also met. In the
19 absence of certification and settlement, each individual Settlement Class member would be forced to
20 litigate core common issues of law and fact.

21 Because the Cross-Complainants’ and Settlement Class members’ claims all arise from the same
22 events and courses of conduct, and are based on the same legal theories, the typicality requirement is
23 also satisfied. The adequacy of representation requirement is also met here because the Cross-
24 Complainants have the same interests as all members of the Settlement Class, and there is no conflict of
25 interest. Moreover, counsel, namely, Cornelia Dai and Sarah Cayer of Hadsell Stormer Renick & Dai
26 LLP, and David Seligman and Rachel Dempsey of Towards Justice are adequate and competent Class
27 Counsel.

1 The Court further finds that common issues predominate over individual issues in the litigation
2 and that class treatment is superior to other means of resolving this dispute. Employing the class device
3 here will not only achieve economies of scale for Settlement Class members but will also conserve the
4 resources of the judicial system by avoiding the waste and delay of repetitive proceedings and prevent
5 the inconsistent adjudications of similar issues and claims.

6 For all of these reasons, the Court ORDERS that the Settlement Class be conditionally certified
7 for purposes of settlement.

8 The Court finds that Drew Lakey is an adequate class representative and hereby appoints her as
9 such. The Court finds that Cross-Complainants' counsel, Cornelia Dai and Sarah Cayer of Hadsell
10 Stormer Renick & Dai LLP, and David Seligman and Rachel Dempsey of Towards Justice, have
11 adequately and competently represented the Class, and hereby appoints them as Class Counsel.

12 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

13 The Court has reviewed the Settlement Agreement, the proposed California Notice Packet
14 attached as Exhibit A to the Settlement Agreement, and the Proposed Non-California Notice Packet
15 attached as Exhibit B to the Settlement Agreement. The Court finds, on a preliminary basis, that the
16 Settlement falls within the range of reasonableness of a settlement that could ultimately be given final
17 approval by the Court. The Court also finds, on a preliminary basis, that the Settlement appears to be the
18 product of intensive, non-collusive, arm's length negotiations between well-informed counsel, and is
19 thus presumptively valid.

20 On a preliminary basis the Court finds that the settlement amount of \$985,000 (NINE
21 HUNDRED AND EIGHTY-FIVE THOUSAND DOLLARS) and the non-monetary consideration from
22 Cross-Defendant as set forth in Section 4 of the Settlement Agreement is fair and reasonable to all
23 Settlement Class members when considering the relief to the Class balanced against the probable
24 outcome of further litigation. The Court also finds, on a preliminary basis, that allocation of \$30,000
25 toward penalties under the California Private Attorneys General Act of 2004 ("PAGA Payment"), is fair,
26 reasonable, and appropriate.

27 In so preliminarily finding, the Court has considered all evidence presented, including evidence
28 regarding the strength of Cross-Complainants' case; the risk, expense, and complexity of the claims

1 presented; the likely duration of further litigation; the amount offered in settlement; the extent of
2 litigation and discovery completed and the experience and views of counsel; the allocation of settlement
3 proceeds among the Class Members; and the fact that the Settlement represents a compromise of the
4 Parties' respective positions rather than the result of a finding of liability for damages and penalties after
5 appeal. Additionally, the Court finds that the terms of the Settlement have no obvious deficiencies and
6 do not improperly grant preferential treatment to any individual Class Member. The Parties have
7 provided the Court with sufficient information about the nature and magnitude of the claims being
8 settled, as well as the impediments to recovery of damages and penalties, to make an independent
9 assessment of the reasonableness of the terms of which the Parties have agreed. The Court finds that
10 settlement at this time will avoid substantial costs, in addition to those which have already been incurred
11 by both sides, as well as avoid the delay and risks that would be presented by the further prosecution of
12 this litigation.

13 The Court, therefore, preliminarily and conditionally approves the Settlement.

14 **APPROVAL OF DISTRIBUTION OF NOTICE PACKETS**

15 The Court finds that the proposed California Notice Packet, attached as Exhibit A to the Settlement
16 Agreement, and the proposed Non-California Notice Packet, attached as Exhibit B to the Settlement
17 Agreement, fairly and adequately advise potential Settlement Class members of the terms of the proposed
18 settlement, the process for the California Class members to opt out of or into the class, the process for the
19 Non-California Collective members to opt in to the Settlement, the process for Settlement Class members
20 to compute and challenge their pro rata share of the settlement, the process to file objections to the
21 proposed settlement, and their right to appear at the Final Approval Fairness Hearing to be conducted on
22 the date set forth below.

23 The Court finds that the proposed distribution of the California Notice Packet and Non-California
24 Notice Packet, including distribution of such notice by e-mail and mail by First Class to each identified
25 Settlement Class member at his or her last known address; and skip tracing and re-mailing as to any notices
26 and checks that are returned by the post office, to comport with all constitutional requirements, including
27 those of due process, and is the best notice practicable under the circumstances.

1 The Court approves the selection of CAC Services Group, LLC, as the Administrator of the
 2 settlement administration and notice process, the reasonable costs of which will be paid from the
 3 settlement amount.

4 Accordingly, good cause appearing, the Court hereby approves the proposed California Notice
 5 Packet and Non-California Notice Packet and adopts the following dates and deadlines:

Date	Deadline
30 calendar days after Preliminary Approval:	Cross-Defendants provide the Settlement Administrator with a “class list,” which shall include the following information for each Settlement Class Member: (1) name, (2) last known mailing and email address, (3) last known telephone number, (4) employment start date, (5) employment end date, (6) dates of leave, if any, and (7) social security numbers.
14 calendar days after Administrator’s receipt of Class List:	The California Notice Packet and Non-California Notice Packet are mailed and emailed to the California Class and Non-California Collective members, respectively.
30 Calendar days after Class Notice is mailed.	Last day for Settlement Class Members to dispute the number of Workweeks on the Notice of Settlement.
30 Calendar days after Class Notice is mailed.	Last day for California Class Members to dispute whether they should or should not be classified as having been subject to a Training Repayment Agreement Provision.
60 calendar days after Class Notice is mailed:	Last day for Settlement Class Members to file written objections to the settlement with the Court. Non-California Collective members will need to opt in at the time they submit a written objection if they choose to object.
60 calendar days after Class Notice is mailed:	Last day for California Class Members to opt out of the Settlement by mailing requests for exclusion to the Claims Administrator.
At least 14 calendar days before Objection deadline and at least 30 calendar days before Final Approval Hearing).	Cross-Complainants to file and Settlement Administrator to post Motion for Attorneys’ Fees and Costs and any related filings on the settlement website.
16 court days before Final Approval Hearing	Cross-Complainants file Motion for Final Approval of Settlement.
<i>**Set by Court</i>	Hearing on Motions for Final Approval and for Attorneys’ Fees and Costs.

1 **FINAL APPROVAL FAIRNESS HEARING**

2 The Court hereby sets a hearing on the Motion for Final Approval of the Settlement Agreement
3 and Class Counsel’s Motion for Attorneys’ Fees and Costs (“Final Approval Fairness Hearing”) on
4 September 10, 2026 at 9 :00 a.m. in Department 34 of this Court. Members of the Settlement Class
5 who object to the proposed settlement may appear and present such objections at the Final Approval
6 Fairness Hearing in person or using the Court’s Online Access, and personally or by counsel.

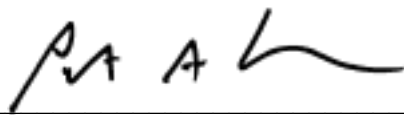
7 Class Counsel shall file a motion for final approval of the Settlement Agreement no later than 30
8 calendar days prior to the hearing.

9 Class Counsel shall also file a motion for reasonable attorneys’ fees of up to \$344,750 and
10 litigation expenses of up to \$15,000 no later than 14 calendar days prior to deadline for objections and no
11 later than 30 calendar days prior to the final approval hearing.

12 IT IS FURTHER ORDERED that, if for any reason the Court does not grant final approval of the
13 Settlement Agreement, all evidence and proceedings held in connection therewith shall be without
14 prejudice to the status quo and the rights of the parties to the litigation as more specifically set forth in
15 the Settlement Agreement.

16
17 IT IS SO ORDERED.

18
19 DATED: 04/29/2026

20 
The Honorable Peter A. Hernandez
21 Judge of the Los Angeles County Superior Court