

BRANDON BROUILLETTE (SBN 273156)
Brandon@crosnerlegal.com
ZACHARY CROSNER (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, P.C.
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAY 05 2026

SOLOUKI | SAVOY, LLP
SHOHAM J. SOLOUKI (SBN 278538)
GRANT JOSEPH SAVOY (SBN 284077)
316 W. 2nd Street, Suite 1200
Los Angeles, California 90012
Telephone: (213) 814-4940
Facsimile: (213) 814-2550

BY 
VALERIE URUENA, DEPUTY

Attorneys for Plaintiffs

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

ERICKA NATALY ESCOBAR URRUTIA,
REBECCA DAWN STEWART, MICHAEL
NGO, and KADY HOPPER, individuals and
class representatives on behalf of themselves
and all other similarly situated non-exempt
former and current employees,

Plaintiff,

vs.

LAZER SPOT, INC., a Georgia Corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO. CIVSB2228377

~~PROPOSED~~ ORDER AFTER HEARING
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS, AND
JUDGMENT

Date: May 4, 2026
Time: 8:30 a.m.
Dept.: S-26

1 The Court, having read the papers filed with regard to Plaintiffs' motion for final approval
2 of a class action settlement and request for attorney's fees and costs, and having heard argument
3 on the motions, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement (the "Settlement Agreement"), attached as
7 Exhibit 1 to the Declaration of Brandon Brouillette, filed on September 12, 2025, is the product of
8 arms-length negotiations between the parties and the terms of the Settlement Agreement are fair,
9 reasonable, adequate, and in the best interests of the Settlement Class. The Settlement Agreement
10 therefore is finally approved, and its terms incorporated herein. The Court orders the parties to
11 the Settlement Agreement to perform forthwith their respective duties and obligations thereunder.

12 3. The Settlement Class, which was provisionally certified by the Court in its
13 December 3, 2025 Order Granting Preliminary Approval, hereby is certified under California
14 Code of Civil Procedure Section 382 for purposes of settlement only. The Settlement Class
15 includes all current or former employees who are or were previously employed by Defendant
16 Lazer Spot, Inc. ("Lazer Spot" or "Defendant") during the period of December 16, 2018 through
17 January 14, 2024.

18 4. The Court adjudges that all Participating Class Members, on behalf of themselves
19 and their respective former and present representatives, agents, attorneys, heirs, administrators,
20 successors, and assigns, release Released Parties from (i) all claims that were alleged, or
21 reasonably could have been alleged, based on the facts stated in the Operative Complaints
22 including, (1) all claims for alleged failure to pay straight time, overtime, or double time wages,
23 failure to pay wages for off-the-clock work, the alleged rounding of hours worked, and failure to
24 pay other wages of any kind during employment under the California Labor Code, IWC Wage
25 Orders, the Federal Labor Standards Act, or common law; (2) failure to provide meal periods or
26 properly pay meal period premiums; (3) failure to authorize and permit rest periods or properly
27 pay rest period premiums; (4) failure to pay minimum wages; (5) failure to pay final wages due at
28 separation; (6) failure to provide accurate and itemized wage statements; (7) failure to reimburse

1 for necessary business expenditures, including, but not limited to, cell phone expenses, vehicle
2 expenses, and uniform expenses; (8) failure to provide reporting time pay; (9) claims arising from
3 the failure to pay at the regular rate of pay; (10) requiring employees to perform seven
4 consecutive days of work; (11) untimely payment of wages during employment; (12) claims
5 arising from paid time off, including vacation, paid sick leave, and COVID-19 supplemental paid
6 sick leave; (13) claims brought under Business & Professions Code Section 17200 et seq.
7 including, but not limited to, all claims for unfair, unlawful, and harmful conduct to Class
8 Members, the general public, and Defendant's competitors, and claims of unlawfully gaining an
9 unfair advantage over other businesses; (14) claims brought under the Investigative Consumer
10 Reporting Agencies Act (ICRAA; Cal. Civ. Code § 1786 et seq.) and the Fair Credit Reporting
11 Act (FCRA; 15 U.S.C. § 1681 et seq.); (15) any known and unknown claims arising under Labor
12 Code Sections 201, 202, 203, 204, 210, 218, 218.5, 222, 223, 224, 226, 226.3, 226.7, 226.8,
13 227.3, 245-248.6, 432, 432.5, 432.7, 510, 512, 551, 552, 558, 558.1, 1024.5, 1174, 1174.5,
14 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2810.5, and the applicable IWC
15 Wage Orders; (16) penalties of any nature, including waiting time penalties and wage statement
16 penalties; (17) interest; (18) attorneys' fees and costs; and (19) any other claims arising out of or
17 related to the respective Complaints filed in the Actions through approval of the Settlement.

18 5. The Court further adjudges the State of California and LWDA are deemed to
19 release PAGA claims for civil penalties due to any Labor Code violations by Defendant arising
20 out of or related to events alleged in any Complaint or PAGA Notice Letter in the
21 Actions, including any known and unknown claims arising under Labor Code Sections
22 201, 202, 203, 204, 210, 218, 218.5, 222, 223, 224, 226, 226.3, 226.7, 226.8, 227.3,
23 245-248.6, 432, 432.5, 432.7, 510, 512, 551, 552, 558, 558.1, 1024.5, 1174, 1174.5,
24 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2810.5, and the applicable
25 IWC Wage Orders.

26 6. One individual – David W. Mueller – submitted a timely and valid Request for
27 Exclusion. This individual therefore is excluded from the Class and is not bound by the
28 Settlement Agreement or this Order and Judgment, except as to the release of claims under

1 PAGA.

2 7. Under the Settlement Agreement, Defendant agrees to pay the Gross Settlement
3 Amount ("GSA") of \$1,500,000.00. The Settlement Administrator is ordered to distribute to the
4 Participating Class Members their respective individual settlement payments from the Net
5 Settlement Amount as provided in the Settlement Agreement. All settlement distribution checks
6 shall be negotiable for 180 days from the date of issuance. Funds attributable to uncashed checks
7 that remain after the check void date shall be forwarded to the California State Controller's
8 Unclaimed Property Fund. No funds shall revert to Defendant.

9 8. The Court further orders that the Class Members be provided with notice of this
10 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
11 copy of the Judgment on its website for a period of no less than sixty (60) days.

12 9. The Class Counsel Award claimed by Class Counsel Crosner Legal PC and
13 Solouki Savoy LLP is reasonable, appropriate, and consistent with the attorneys' fees awarded in
14 the Greater Los Angeles Area for attorneys with similar qualifications, skill, and experience.
15 Further, the costs incurred by Class Counsel were reasonable and necessary for the successful
16 prosecution of the case. Accordingly, the Court approves Class Counsel's request for an award of
17 attorney's fees in the amount of \$500,000.00 and an award of costs and expenses in the amount of
18 \$28,753.85. Such amounts shall be paid as provided in the Settlement Agreement and shared by
19 Class Counsel according to their private fee sharing agreement.

20 9. The requests for service awards to Plaintiffs and Class Representatives Ericka
21 Nataly Escobar Urrutia, Rebecca Dawn Stewart, Michael Ngo, and Kady Hopper in the amount of
22 \$10,000.00 each, are reasonable given the risks Plaintiffs assumed and the amount of time
23 Plaintiffs spent assisting with prosecuting the case. The requested amounts also are within the
24 range of reasonableness for such awards approved in other cases. Accordingly, the Court
25 approves the request for service payments to Ericka Nataly Escobar Urrutia, Rebecca Dawn
26 Stewart, Michael Ngo, and Kady Hopper, in the amount of \$10,000.00 each, and the Settlement
27 Administrator is ordered to make such payments consistent with the terms of the Settlement
28 Agreement.

1 10. The Court finds and determines the \$80,000 PAGA Penalties payment is fair,
2 appropriate, and reasonable and that the payment to the California Labor & Workforce
3 Development Agency of \$60,000.00 as its share of the settlement of civil penalties under the
4 California Private Attorneys General Act, Labor Code Sections 2698, *et seq.*, is fair, appropriate,
5 and reasonable. The remaining \$20,000.00 shall be distributed to the Aggrieved Employees
6 consistent with the terms of the Settlement Agreement. The Court hereby finally approves said
7 payments and orders the payments be made per the terms of the Settlement Agreement.

8 11. The Settlement Agreement provides the Settlement Administrator, Phoenix
9 Settlement Administrators, shall be paid for its fees and services from the GSA. As set forth in
10 the Declaration of Mayra Gonzalez, the Settlement Administrator is owed \$24,000.00 for services
11 rendered and to be rendered in administering the settlement. The Court therefore orders that
12 Phoenix Settlement Administrators be paid the amount of \$24,000.00 consistent with the terms of
13 the Settlement Agreement.

14 12. A Settlement Compliance Review is set for June 4, 2027, at 8:30 a.m., in
15 Department S-26 of the San Bernardino County Superior Court. The parties are ordered to file a
16 compliance report no later May 15, 2027.

17 13. Under California Rule of Court 3.769(h), without affecting the finality of this
18 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
19 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final
20 judgment contemplated becomes effective and each and every act agreed to be performed by the
21 parties has been performed under the terms of the Settlement Agreement; (2) any other action
22 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
23 enforcement, construction, and interpretation of the Settlement Agreement.

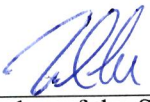
24 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
25 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
26 This Order is not a finding of the validity or invalidity of any claims in this action or a
27 determination of any wrongdoing by any party. The final approval of the Parties' settlement will
28 not constitute any opinion, position or determination of this Court as to the merits of the claims or

1 defenses of any party.

2 15. Judgment is hereby entered as follows: Plaintiffs Ericka Nataly Escobar Urrutia,
3 Rebecca Dawn Stewart, Michael Ngo, and Kady Hopper, and the Participating Class Members,
4 defined as all current or former employees who are or were previously employed by Defendant
5 Lazer Spot during the period of December 16, 2018 through January 14, 2024, who have not
6 otherwise opted out, shall take nothing from Lazer Spot except as set forth in the Settlement
7 Agreement. The Court shall retain jurisdiction over the parties to interpret, implement and
8 enforce this Judgment.

9 **IT IS SO ORDERED AND ADJUDGED.**

10
11 Date MAY 05 2026

11  **KEVIN C. LEE**
12 Judge of the Superior Court