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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SCOTT VINCENT BRADLEY, on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

AVMC, LLC d/b/a TOYOTA OF
LANCASTER, a California Limited Liability
Company; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 24STCV09858

Assigned for All Purposes To:
Hon. Timothy P. Dillon
Dept.: 15

**[PROPOSED] ORDER GRANTING
UNOPPOSED MOTION FOR
APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT; FINAL
JUDGMENT**

*[filed concurrently with Plaintiff's Notice of
Motion and Motion Declarations of William
Tran, Alvin B. Lindsay, and Michael Sutherland]*

Date: October 2, 2025
Time: 11:00 a.m.
Dept.: 15

1 **ORDER AND JUDGMENT**

2 On October 2, 2025 at 11:00 a.m. in Department 15, Plaintiff Scott Vincent Bradley's
3 ("Plaintiff") unopposed Motion for Approval of the Private Attorneys General Act ("PAGA")
4 Settlement Agreement ("Settlement Agreement") under California Labor Code § 2698 *et seq.* came
5 before the Court for hearing. Plaintiff appeared via counsel ("PAGA Counsel") and counsel also
6 appeared for Defendant AVMC, LLC d/b/a TOYOTA OF LANCASTER ("Defendant"). There
7 were no other appearances and no objections to the Motion. Having considered the Motion, the
8 Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD
9 CAUSE having been shown, Plaintiff's Motion is GRANTED.

10 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

11 1. This Order incorporates the Settlement Agreement entered into between Plaintiff,
12 on behalf of himself and the State of California, on the one hand, and Defendant on the other hand.
13 Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as
14 defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this
15 lawsuit and all matters relating thereto, and over all parties to the Action.

16 2. There are approximately 270 Aggrieved Employees, defined as "all current and
17 former hourly-paid and/or non- exempt employees who worked for Defendant in the State of
18 California at any time during the PAGA Period."

19 3. The PAGA Period is defined as the period from April 18, 2023 through July 5, 2025.

20 4. The Court has considered the nature of the claims, the amount paid in settlement,
21 which is **\$241,000.00** ("Gross Settlement Amount"), the allocation of settlement proceeds among
22 the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties'
23 respective positions rather than the result of a finding of liability at trial. The Court hereby finds the
24 Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, has
25 been reached as a result of serious and non-collusive, arm's-length negotiations. The Court
26 therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties
27 to effectuate the Settlement according to the terms outlined in the Settlement Agreement.
28

1 5. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted
2 to the Labor and Workforce Development Agency fully and adequately complied with the notice
3 requirements of California Labor Code § 2699.

4 6. Upon the Effective Date, Plaintiff and the Aggrieved Employees shall be bound by
5 the releases set forth in the Settlement Agreement as follows: Effective on the date when Defendant
6 fully funds the entire Gross Settlement Amount, the Aggrieved Employees are deemed to release,
7 on behalf of themselves and their respective former and present representatives, agents, attorneys,
8 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
9 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts
10 stated in the Operative Complaint, and the PAGA Notice, for claims for Defendant's alleged failure
11 to pay minimum, earned, and overtime wages, provide compliant meal and rest periods and
12 associated premium payments, timely pay wages during employment and upon termination, provide
13 complaint wage statements, keep requisite payroll records, and reimburse necessary business-
14 related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226(a),
15 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable
16 Industrial Welfare Commission Wage Order.

17 7. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
18 are admissions by Defendant, or any of the other Released Parties, of liability on any of the
19 allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the
20 Action, or of any wrongdoing by Defendant, or any of the other Released Parties.

21 8. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as PAGA
22 Counsel for settlement purposes.

23 9. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to PAGA
24 Counsel in the total amount of **\$80,333.33**, to be paid out of the Gross Settlement Amount, as final
25 payment for and satisfaction of any and all attorney's fees arising out of the Action.

26 10. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to PAGA
27 Counsel in the amount of **\$21,674.77**, to be paid out of the Gross Settlement Amount, as final
28 payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

1 11. The Court appoints Apex Class Action Settlement Administrator ("Apex") to serve
2 as the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court
3 awards administration related payments in the amount of **\$5,500.00** as compensation for its fees
4 and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement
5 Amount.

6 12. The Court hereby approves the Notice of PAGA Settlement and Release of Claims
7 attached at Exhibit A to the Settlement Agreement for mailing with the disbursement settlement
8 payments by Apex.

9 13. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of
10 approximately **\$133,491.90** shall be allocated as follows: 75% (**\$100,118.93**) will be paid to the
11 LWDA and the remaining 25% (**\$33,372.98**) will be paid to the Allegedly Aggrieved Employees
12 pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA
13 Payments.

14 14. Defendants will not be required to pay any additional amounts in connection with
15 the Settlement other than those amounts specifically set forth in the Settlement Agreement and this
16 Order.

17 15. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
18 purposes of supervising the implementation, enforcement, construction, administration, and
19 interpretation of the Settlement Agreement and this Judgment.

20 16. The Court hereby enters judgment of the entire Action, with prejudice, for the
21 reasons set forth above and upon the terms set forth in the Settlement Agreement.

22 17. This Judgment is intended to be a final disposition of the above-captioned action in
23 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
24 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

25
26 **IT IS SO ORDERED.**

27 DATED: _____, 2025

Hon. Timothy P. Dillon
Judge of the Superior Court