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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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

**DECLARATION OF WILLIAM TRAN IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE THE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT UNDER
CALIFORNIA LABOR CODE § 2698**

*[filed concurrently with Notice of Motion and
Motion to Approve PAGA Settlement;
Declarations of Alvin B. Lindsay and Michael
Sutherland; and [Proposed] Order and
Judgment]*

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

Original Complaint Filed: April 18, 2024
First Amended Complaint Filed: June 25,
2024

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1 Counsel determined that Plaintiff's claims were well-suited for representative action adjudication
2 owing to what appeared to be a common course of conduct affecting a similarly situated and
3 aggrieved group of employees.

4 6. On September 17, 2024, Defendant filed a Motion to Compel Arbitration of
5 Plaintiff's individual claims to arbitration, stay the representative PAGA claims pending
6 arbitration, and dismiss the class claims pursuant to a valid class action waiver.

7 7. On March 12, 2025, the Parties stipulated to continue the hearing on Defendant's
8 Motion to Compel Arbitration until after mediation. Defendant denies the allegations in the
9 Operative Complaint, denies any failure to comply with the laws identified therein, denies any and
10 all liability for the causes of action alleged, and denies the existence of any aggrieved employees.

11 **SETTLEMENT NEGOTIATIONS AND TERMS**

12 8. In advance of mediation, PAGA Counsel conducted a thorough investigation of the
13 facts and claims giving rise to the action, including: (1) conducting informal discovery, and meeting
14 and conferring with defense counsel about same; (2) reviewing and analyzing a sampling of time
15 and pay records, Defendants' Employee Handbook, and Plaintiff's personnel files; (3) researching
16 the applicable law and potential defenses; (4) constructing damage models based on interpretations
17 of California law; and (5) reviewing information provided by Defendant at the mediation. After
18 analyzing the relevant documents and other gathered data, PAGA Counsel believed that this case
19 was appropriate for resolution via mediation.

20 9. On May 6, 2025, the Parties participated in a full-day mediation facilitated by
21 mediator Brandon McKelvey, Esq. of M Resolution, who is highly experienced in wage and hour
22 matters. During mediation, the Parties engaged in a good faith, arms-length negotiations that
23 resulted in a Mediator's Proposal, which was accepted by both Parties. The general terms of the
24 settlement were first memorialized via acknowledgement of the Mediator's Proposal, then later
25 formalized in the long-form Settlement Agreement now before the Court for approval.

26 10. For purposes of the Settlement, the group of Aggrieved Employees are defined as:
27 "means all current and former hourly-paid and/or non-exempt employees who worked for
28 Defendant in the State of California at any time during the PAGA Period." The PAGA Period is

1 defined as: “the period from April 18, 2023 through July 5, 2025.” In this case, there are
2 approximately 270 Aggrieved Employees in the PAGA Period.

3 11. The Settlement Agreement, attached hereto as **Exhibit 1**, requires Defendants to pay
4 a total sum of \$241,000.00 (the “Gross Settlement Amount”). The Gross Settlement Amount will
5 be allocated as follows, pending Court approval:

6 a) Attorneys’ fees of up to one-third of the Gross Settlement Amount, which is
7 \$80,333.33 (“PAGA Counsel Fees Payment”) and litigation costs in the amount of
8 \$21,674.77 (“PAGA Counsel Litigation Expenses Payment”);

9 b) Administration costs of no more than \$5,500.00 to be paid to the Settlement
10 Administrator (“Administration Expenses Payment”), Apex Class Action Settlement
11 Administrator (“Apex”), for sending notices and for calculating settlement shares and
12 preparing all checks and mailings;

13 c) The remainder of the Gross Settlement Amount (the “Net Settlement Amount”) after
14 deducting the above fees and costs is approximately \$133,491.90 and shall be designated
15 as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees
16 pursuant to Labor Code section 2699(i), with 75% (\$100,118.93) being paid to the LWDA
17 (the “LWDA PAGA Payment”) and 25% (\$33,372.98) being paid to the Aggrieved
18 Employees on a pro-rata basis (“Individual PAGA Payment”); and

19 d) The Aggrieved Employees will receive an average of approximately \$123.60 per
20 person (\$33,372.98 divided by 270 Aggrieved Employees) as their share of the Individual
21 PAGA Payment.

22 12. From PAGA Counsel’s review of the facts, strengths, and weaknesses of the case,
23 the risks and delays posed by further litigation, and PAGA Counsel’s own prior litigation
24 experience, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and
25 reasonable taking into consideration the amounts received in other PAGA actions, the risks inherent
26 in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee’s claim to the
27 settlement award he or she will receive. Further, and based on the settlement negotiations, which
28 were extensive and conducted in good faith and at arm’s length between attorneys with substantial

1 experience litigating PAGA actions, the Settlement Agreement was the product of a non-collusive
2 settlement process in which the parties agreed to make significant compromises in the interest of
3 reaching a full and complete settlement of the lawsuit.

4 13. Furthermore, PAGA Counsel believes that the Settlement confers real benefits upon
5 Plaintiff and the Aggrieved Employees and that an independent review of the Settlement by the
6 Court in the approval process will confirm this conclusion.

7 **THE STRENGTH OF PLAINTIFF'S CASE**

8 **IN LIGHT OF THE SETTLEMENT AMOUNT**

9 14. Plaintiff alleges that Defendants violated various provisions of California law and
10 seeks civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq.* Under Labor
11 Code § 2699, specifically, Plaintiff alleged, *inter alia*, that Defendant:

12 • Failed to pay the Aggrieved Employees minimum wages and overtime for
13 “off-the-clock” work, including responding to customer communications, and shutting
14 down computers and helping customers and coworkers after clocking out of their shifts.
15 Additionally, Defendant failed to pay the Aggrieved Employees the commissions paid in
16 light of the sales numbers. To the extent Defendant failed to include all such commissions,
17 and any other form of non-discretionary bonus or shift differential or other form of
18 remuneration, in the regular rate used to calculate and pay overtime or to pay meal or rest
19 break premium wages.

20 • Failed to provide the Aggrieved Employees with compliant meal periods
21 because of the many and different work demands that prevented them from taking their
22 meal periods at their scheduled times. Moreover, Aggrieved Employees were not allowed
23 to leave the premises during their meal periods.

24 • Failed to provide the Aggrieved Employees with compliant rest periods as
25 they frequently received interrupted, shortened, or no rest periods.

- 26 • Unlawfully collecting or deducted Aggrieved Employees’ earned wages.
27 • Failed to maintain accurate records of Aggrieved Employees’ earned wages;
28 • Failed to provide accurate wage statements, including misstating the total

1 hours worked and total wages earned by Aggrieved Employees.

2 • Failed to pay all wages owed to Aggrieved Employees twice monthly; and
3 failed to pay all wages owed to Aggrieved Employees at the time of their termination or
4 within seventy-two hours of their resignation.

5 • Failed to provide Aggrieved Employees suitable and adequate seating when
6 the nature of their job duties reasonably permitted it.

7 15. Defendant denied and continue to deny all of the claims made by Plaintiff in this
8 Action and contends that they acted at all relevant times in conformance with the law. Defendant
9 contends that Plaintiff and the Aggrieved Employees were paid for all hours worked; provided
10 lawfully compliant meal periods and that any deviations were at the voluntary election of the
11 Plaintiff and/or the Aggrieved Employees and not at the request of Defendant or due to work; that
12 Defendant paid all wages due on a timely basis; that Defendant paid all wages due on a timely basis
13 and using Labor Code compliant instruments; that Defendant's wage statements complied with the
14 law; and that neither Plaintiff nor any Aggrieved Employees incurred reasonable business related
15 expenses for which they were not reimbursed. In light of Defendant denials and arguments, PAGA
16 Counsel carefully evaluated and negotiated a settlement that ensures a fair and equitable recovery
17 for the affected employees.

18 **PAGA PENALTIES**

19 16. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiff to
20 obtain civil penalties on behalf of themselves and other aggrieved employees for Defendant's
21 violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil
22 penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties
23 are recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100) for
24 each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
25 each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code §
26 2699(i), seventy-five (75) percent of the penalties recovered must be allocated to the LWDA, with
27 the remaining twenty-five (25) percent allocated to the affected employees. However, under *Amaral*
28 *v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court held that a lower penalty amount of

1 \$100 per violation applies in the absence of a determination that a violation actually occurred.

2 17. Based on the foregoing facts and law, PAGA Counsel estimated Defendants'
3 maximum total exposure on the PAGA claim at approximately \$770,000.00, calculated by
4 multiplying the total number of Pay Periods (7,700) by \$100 per violation. Plaintiff's calculation
5 of the total potential exposure on the PAGA claim was based on one PAGA penalty per Pay Period
6 (i.e., Plaintiff did not stack the PAGA penalties in their damages calculation).

7 18. Case law supports the notion that it is inappropriate to "stack" penalties for multiple
8 violations, particularly when those violations all stem from the same alleged "injury." *Aguirre v.*
9 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
10 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief...The violation
11 of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666,
12 681-82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012)
13 ("There is no authority that "would permit double recovery of essentially the same penalties.")

14 19. PAGA penalties are permissive rather than mandatory. Labor Code § 2699(e)(2)
15 states that "a court may award a lesser amount than the maximum civil penalty amount specified
16 by this part if, based on the facts and circumstances of the particular case, to do otherwise would
17 result in an award that is unjust, arbitrary and oppressive, or confiscatory." (See *Thurman v.*
18 *Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under
19 this provision) (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504,
20 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods
21 occasionally starting minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017),
22 LASC Case No. No. BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ*
23 *Financial* (2012), LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000);
24 *Fleming v. Covidien, Inc.* (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction
25 from \$2.8 million to \$375,000).). In departing from the \$100/pay period calculation to arrive at the
26 \$241,000.00 Gross Settlement Amount in this case, PAGA Counsel considered various reasons
27 why the Court may reduce any eventual recovery at its discretion and considered that PAGA
28 penalties are not mandatory but permissive.

1 20. The Gross Settlement Amount of \$241,000.00 is approximately 31.3% of the
2 maximum potential exposure of \$770,000.00. The Gross Settlement Amount therefore represents a
3 value at approximately \$31.30 per Pay Period. From PAGA Counsel’s review of the facts,
4 strengths, and weaknesses of the case, and the risks and delays posed by further litigation, PAGA
5 Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable.

6 **QUALIFICATIONS AND ADEQUACY OF PAGA COUNSEL**

7 21. I am an associate attorney at D.Law and counsel of record for Plaintiff. I was admitted
8 to the California State Bar in February 2021. I earned my B.A. from UC Irvine in 2014 and my J.D.
9 from UCSF College of the Law (formerly UC Hastings) in 2020. Since 2022, I have practiced
10 exclusively in employment law, representing plaintiff-employees in wage-and-hour class actions
11 and PAGA actions. I have served as lead or co-lead counsel in numerous federal and state class
12 actions (including in the Central, Southern, Eastern, and Northern Districts of California),
13 recovering millions of dollars in settlements against defendants, including Fortune 500 companies.
14 I am experienced in evaluating class and representative claims, weighing settlement versus trial,
15 and assessing the viability of defenses.

16 **REQUEST FOR ATTORNEYS’ FEES AND COSTS**

17 22. Mr. Lindsay is providing a concurrently filed Declaration in support of approval
18 addressing D.Law’s and his background and experience, as Plaintiff’s counsel and PAGA Counsel
19 along with our applicable billable rates. Mr. Lindsay also addresses the fees and costs that PAGA
20 counsel has incurred and provides the firm’s invoice for these costs. (Lindsay Decl., Exhibit 1). I
21 provide a summary of my background and experience and that of D.Law below. In light of my
22 background and experience, my hourly rate is \$585/hr. This rate has been approved or otherwise
23 accepted by state and federal courts I have appeared before.

24 **SUMMARY AND CONCLUSION**

25 23. Settlement Administration Costs: The Parties agreed to use Apex Class Action
26 Settlement Administrator (“Apex”) as the third-party settlement administrator in this case. Apex
27 will be responsible for updating the addresses for the Aggrieved Employees, mailing the Notice of
28 Settlement and calculating and distributing the settlement checks, among other duties. Apex capped

1 its fees at \$5,500.00 for administering the Settlement and based on PAGA Counsel's experience in
2 other class and PAGA settlements, Apex' costs for administering this Settlement are fair and
3 reasonable, and PAGA counsel requests the Court approve the \$5,500 reimbursement and payment
4 to Apex. *See also* the concurrently filed Declaration of Michael Sutherland from Apex.

5 24. Allocation of PAGA Funds – LWDA and Aggrieved Employees: If the Court
6 approves each of the foregoing payments, approximately \$133,491.90 remain in the net settlement
7 sum. Of that, 75% (\$100,118.93) must be paid to the Labor and Workforce Development Agency,
8 per Labor Code § 2699, *et seq.*, and 25% (\$33,372.98) shall be shared amongst the Aggrieved
9 Employees on a pro rata basis based on the number of pay periods they worked in the PAGA Period.

10 25. Notice of PAGA Settlement and Release of Claims: If the Court approves the
11 Settlement Agreement, Plaintiff further requests the Court to approve the Notice of PAGA
12 Settlement and Release of Claims attached to the Settlement Agreement as **Exhibit A** for mailing
13 with the disbursement of settlement payments to be completed by Apex.

14 26. On April 18, 2024, my office submitted Plaintiff's PAGA Notice Letter to the
15 LWDA. Attached hereto as **Exhibit 2** is a true and correct copy of the confirmatory email my office
16 received from the LWDA after submission of Plaintiff's PAGA Notice Letter.

17 27. On August 28, 2025, my office submitted the Motion for Approval of PAGA
18 Settlement and proposed order to the LWDA. Attached hereto as **Exhibit 3** is a true and correct
19 copy of the confirmatory email my office received from the LWDA after submission of the moving
20 papers and PAGA Settlement Agreement.

21 28. I am not aware of any class or other representative action in any other court that
22 asserts claims similar to those alleged in the action being settled.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct.

25 Executed this 28th day of August 2025, at Glendale, California.

26 
27 _____
28 William Tran

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT¹

This PAGA Settlement Agreement ("PAGA Agreement") is made by and between plaintiff SCOTT VINCENT BRADLEY ("Bradley" or "Plaintiff") and AVMC, LLC ("Defendant"). The Agreement refers to the Plaintiff and Defendant collectively as "Parties." The Parties agree that the Agreement will be submitted to the Labor and Workforce Development Agency at the same time that it is submitted to the Court.

1 DEFINITIONS.

- 1.1 "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Scott Vincent Bradley v. AVMC, LLC*, Los Angeles County Superior Court, Case No. 24STCV09858, filed on April 18, 2024.
- 1.2 "Administrator" means Apex Class Action Settlement Administrator ("Apex") or any other third-party class action Settlement Administrator agreed to by the Parties.
- 1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement. The Administration Expenses Payment is estimated to be \$5,500.
- 1.4 "Aggrieved Employee" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.
- 1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7 "Court" means the Superior Court of California, County of Los Angeles.
- 1.8 "Defense Counsel" means:

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- 1.9 "Effective Date" means the date the Court enters the Judgment on its Order Approving the PAGA Settlement.
- 1.10 "Gross Settlement Amount" means \$241,000 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.
- 1.11 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the Net Settlement Amount calculated according to the number of PAGA Pay Periods at issue for each Aggrieved Employee during the PAGA Period.
- 1.12 "Judgment" means the judgment entered by the Court based upon the Approval Order.
- 1.13 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14 "LWDA PAGA Payment" means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid as the LWDA PAGA Payment and to the Aggrieved Employees as Individual PAGA Payments.
- 1.16 "PAGA Counsel" means the attorneys representing the Plaintiff in the Action:

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- 1.17 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant during the PAGA Period.
- 1.19 “PAGA Period” means the period from April 18, 2023 through July 5, 2025.
- 1.20 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21 “PAGA Notice” means Plaintiff’s April 18, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22 “Plaintiff” means Scott Vincent Bradley, the named Plaintiff in the Action.
- 1.23 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.24 “Released PAGA Claims” means the claims being released by Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.25 “Released Parties” means: Defendant and its past and present parents, subsidiaries, affiliates, associates, owners, divisions, related companies, business concerns, agents, and attorneys, and each of them, and their respective past and present successors and predecessors in interest, and all of their respective past and present and future officers, directors, employees, shareholders, owners, members, administrators, fiduciaries, trustees, beneficiaries, agents, attorneys, principals, heirs, assigns, representatives, accountants, auditors, consultants, insurers, and reinsurers.
- 1.26 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.27 “Defendant” means named Defendant AVMC, LLC.

2 **RECITALS.**

- 2.1 On April 18, 2024, Plaintiff commenced this Action by filing a Complaint in Los Angeles County Superior Court, Case No. 24STCV09858, alleging the following wage and hour claims on an individual and class basis: (1) failure to pay minimum wages; (2) failure to pay wages and overtime; (3) meal period liability, (4) rest break liability, (5) violation of Labor Code § 226(a), (6) violation of Labor Code § 221, (7) violation of Labor Code § 204, (8) violation of Labor Code § 204, (9) failure to maintain records, (10) failure to provide suitable seating, and (11) violation of California Business and Professions Code §17200.

- 2.2 On June 25, 2024, Plaintiff filed a First Amended Complaint, which added a twelfth cause of action under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *et. seq.* (“Operative Complaint”).
- 2.3 On September 17, 2024, Defendant’s counsel filed Defendant’s Motion to Compel Arbitration requesting an order compelling Plaintiff’s individual claims to arbitration, staying the representative PAGA claims pending arbitration, and dismissing the class claims pursuant to a valid class action waiver. The Parties stipulated to continue the hearing on this Motion until after mediation. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, denies any and all liability for the causes of action alleged, and denies the existence of any aggrieved employees.
- 2.4 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

After discovery was exchanged and informally responded to by the Parties for purposes of mediation, the Parties attended a full-day mediation on May 6, 2025, before Brandon McKelvey, Esq. The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation, including the risk of Plaintiff not being able to maintain representative claims, the difficulty of proving Plaintiff’s PAGA claims in a manageable trial, the merits of Defendant’s potential defenses, and the significant delay and potential appellate issues inherent to litigation.

- 2.5 The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of another pending matter or action asserting claims that would be extinguished or affected by the Settlement.

3 MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$241,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross \$241,000 Settlement Amount which is currently estimated to be \$80,333.33 and PAGA Counsel Litigation Expenses Payment as submitted by PAGA Counsel and

approved by the Court as reasonable in connection with the Settlement approval motion Defendant will not oppose requests for Court approval of the PAGA Counsel Fees Payment provided that it does not exceed this amounts or any amount of PAGA Counsel Litigation Expenses Payment deemed reasonable by the Court. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant from any dispute or controversy regarding any division or sharing of any of these Payments

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$5,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods at issue for all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. The Parties agree that the Individual PAGA Payment distributed to Aggrieved Employees will be considered civil penalties and interest, and will be, if required, reported as such to Aggrieved Employees on IRS Form 1099 misc., if applicable. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 The Administrator will report the Individual PAGA
Payments on IRS I099 Forms.

4 SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employee Pay Periods at Issue. Based on a review of its records, Defendant estimated there are 270 Aggrieved Employees who worked approximately 7,700 pay periods in the period from April 18, 2023 to July 5, 2025.
- 4.2 Aggrieved Employee Data. Within or by fifteen (15) days of entry of an order granting settlement approval, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data. No identifying information or contact information is to be forwarded to Plaintiff's counsel for any aggrieved employee.
- 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 15 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 15 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

The Administrator will include with each Individual PAGA Payment check a notice, a copy of which will first be submitted to the Court for approval along with the Parties' Stipulation, Motion and/or Application for Settlement Approval as further discussed in paragraph 6, informing the recipient of the scope of the released claims, and as to the recipient's responsibility, for any taxes payable on the amount received. The Notice, shall be substantially in the form attached as **Exhibit A** to this Settlement Agreement.

- 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

5.1 **Release by PAGA Counsel:**

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

- 6 **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and for Plaintiff to file an application or Motion (Ex Parte or noticed) and proposed order for approval of this Settlement.

- 6.1 **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 **Responsibilities of PAGA Counsel.** PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this

Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.3 PAGA Counsel is responsible for expeditiously finalizing and filing the application and/or Motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date if required by the Court and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7 SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8 AGGRIEVED EMPLOYEE SIZE ESTIMATE AND ESCALATOR CLAUSE

- 8.1 Based on its records, Defendant estimates that, for settlement purposes, there are 270 Aggrieved Employees who worked approximately 7,700 pay periods during the PAGA period.
- 8.2 The Gross Settlement Amount is based on Defendant's estimate that the Aggrieved Employees worked a total of 7,700 PAGA Pay Periods during the PAGA Period. If the actual number of PAGA Pay Periods encompassed within the PAGA Period increases by more than 10%, then Defendant at its exclusive discretion shall either (1) end the PAGA Period on the date on which the total number of PAGA Pay Periods is no more than 8,470, or (2) increase the Gross Settlement Amount by a pro-rata dollar value for the PAGA Pay Periods in excess of the escalation margin. For example, if the number of PAGA Pay Periods increases by 11%, the Gross Settlement Amount will increase by 1%. Under the first option no additional payment is necessary.

9 CONTINUING JURISDICTION OF THE COURT. The Parties agree that, pursuant to California Code of Civil Procedure § 664.6, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Order and/or Judgment is consistent with the terms and conditions of this Agreement or any executed addendum thereto, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10 ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have

no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. Aside from the Gross Settlement Amount, In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will continue to meet and confer to see if an agreement can be reached.
- 10.5 **No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 **No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Alvin B. Lindsay (SBN 220236)
a.lindsay@d.law
450 N. Brand Blvd., Ste 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant:

Michael R. Goldstein (State Bar No. 155349)
m.goldstein@musickpeeler.com
Citadelle B. Priagula (State Bar No. 272266)
c.priagula@musickpeeler.com
MUSICK, PEELER & GARRETT LLP
333 South Hope Street, Suite 2900
Los Angeles, California 90071-3048
Telephone (213) 629-7600
Facsimile (213) 624-1376

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Scott Vincent Bradley



Mark Feldman
For Defendant
AVMC, LLC

To Defendant:

Michael R. Goldstein (State Bar No. 155349)
m.goldstein@musickpeeler.com
Citadelle B. Priagula (State Bar No. 272266)
c.priagula@musickpeeler.com
MUSICK, PEELER & GARRETT LLP
333 South Hope Street, Suite 2900
Los Angeles, California 90071-3048
Telephone (213) 629-7600
Facsimile (213) 624-1376

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Signed by:


D26B50121E334AE...

Scott Vincent Bradley

7/31/2025

Mark Feldman
For Defendant
AVMC, LLC

EXHIBIT A

EXHIBIT A

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Dear Current or Former Employee of AVMC LLC:

You have received this notice because AVMC LLC (“Defendant”) records indicate that you have worked for AVMC LLC at some time between April 18, 2023 through July 5, 2025 (“the PAGA Period”). The parties to the lawsuit titled *Scott Vincent Bradley v. AVMC LLC*, Los Angeles County Superior Court, Case No. 24STCV09858 (the “Action”), have reached a settlement that affects you. Plaintiff Scott Vincent Bradley (“Plaintiff”), as a proxy of the State of California and on behalf of current and former non-exempt employees who worked for Defendant during the PAGA Period (“PAGA Employees”), sued Defendant for civil penalties under the California Private Attorneys General Act (“PAGA”) for alleged failure to properly pay minimum and overtime wages, failure to pay earned wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse business expenses. Prior to initiating the lawsuit, on April 18, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 221, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1023229-24 (the “PAGA Notice”).

Defendant strongly disputes Plaintiff’s allegations and maintain that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Action. However, to avoid the time and expense associated with further litigation, Plaintiff and Defendant agreed to settle the case, which settlement has been approved by the Court.

Pursuant to the release approved by the Court, Plaintiff, as a proxy for the State of California and on behalf of all PAGA Employees, released the Released Parties from any and all claims, rights, demands, liabilities, and causes of action for civil penalties under PAGA arising between April 18, 2023 through July 5, 2025 that were asserted in the Action or that are reasonably related to the facts alleged in the Action, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, for claims under Labor Code sections California Labor Code sections 201, 202, 203, 204, 221, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

The Released Parties are AVMC LLC and its respective past and present parents, subsidiaries, affiliates, associates, owners, divisions, related companies, business concerns, agents, and attorneys, and each of them, and their respective past and present successors and predecessors in interest, and all of their respective past and present and future officers, directors, employees, shareholders, owners, members, administrators, fiduciaries, trustees, beneficiaries, agents,

attorneys, principals, heirs, assigns, representatives, accountants, auditors, consultants, insurers, and reinsurers.

According to Defendant's records, you are a PAGA Employee and are therefore entitled to a share of the settlement. Enclosed is a check representing your share of the settlement. The check shall remain valid for one hundred and eighty (180) days. Checks that are not cashed within 180 calendar days of issuance will be voided and the funds will be distributed to the California State Controller's Unclaimed Property Fund in the name of the employee who did not cash the check. You will not be retaliated against for cashing your check. One hundred percent (100%) of your share of the settlement shall be deemed penalties and reported as miscellaneous income for which an IRS Form 1099 will be issued, if required by law. You shall be solely and legally responsible for paying any and all applicable taxes on your share of the settlement.

The Net Settlement Amount of the PAGA penalties, after administrative costs and attorney's fees, is \$_____. Under the PAGA statutes, penalties are divided between the State of California and PAGA employees, with the State receiving 75% of the penalties. The Labor and Workforce Development Agency of California shall receive \$_____ and the 270 PAGA Employees shall receive an estimated payment of \$_____ distributed on a pro-rata basis based on the respective number of pay periods during which an Aggrieved Employee worked for Defendant during the PAGA Period. The Settlement Administrator calculated your individual PAGA payment by (a) dividing the amount of the 25% share of PAGA penalties (\$_____) by the total number of PAGA Pay Periods at issue for all PAGA Employees during the PAGA Period and (b) multiplying the result by each individual Employee's PAGA Pay Periods at issue.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any questions, please contact:

Settlement Administrator

Name

Address

Telephone

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT OR CLERK REGARDING THE CASE.

EXHIBIT 2

Subject: Thank you for submission of your PAGA Case.

Date: Thursday, April 18, 2024 at 4:47:04 PM Pacific Daylight Time

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

To: Sasha Zambrano <s.zambrano@d.law>

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

4/18/2024

LWDA Case No. LWDA-CM-1023229-24

Law Firm : D.Law, Inc.

Plaintiff Name : Scott Vincent Bradley and other similarly aggrieved employees

Employer: AVMC, LLC, d/b/a Toyota of Lancaster

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



Private Attorneys General Act (PAGA) - Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

David

Your Last Name *

Yeremian

Firm Name (if any) *

D.Law, Inc.

(Enter "in pro per" if you are representing yourself)

Your Email Address *

s.zambrano@d.law

Your Street Name, Number and Suite/Apt *

880 E Broadway

Your Mobile Phone Number

Your City *

Glendale

Your Work Phone Number

818-962-6465

Your State *

California

Your Zip/Postal Code *

91203

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Scott Vincent Bradley and other simila

Plaintiff/Aggrieved Employee Occupation *

hourly, non-exempt employee

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

General Partnership

Employer Name *

AVMC, LLC, d/b/a Toyota of Lancaster

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

43301 12th Street W

Employer City *

Lancaster

Employer State *

California

Employer Zip/Postal Code *

92534

Employer Industry *

Other ▼

Employer Industry for "Other" *

Vehicle Sales and Service

Add additional defendants

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information**Estimated Number of Employees Impacted by Violations ***

51

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☒ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☐ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☒ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☒ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Child Labor – Specify Ages**Provide Details of Other Violation *****Other(Maybe Multiple)**

- ☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information**Billing First Name ***

David

Billing Last Name *

Yeremian

Billing Email *

s.zambrano@d.law

Billing Phone

818-962-6465

Billing Street Name, Number and Suite/Apt *

880 E Broadway

Billing City *

Glendale

Billing State *

California

Billing Zip/Postal Code *

91203

Credit Card Type *

Visa

Credit Card Number *

[REDACTED]

CVV Number *

[REDACTED]

Credit Card Expiration Month *

[REDACTED]

mm

Credit Card Expiration Year *

[REDACTED]

yyyy

Notice and Other Attachments**PAGA Claim Notice (must be a .pdf) *** LWDA Ltr w C...t (Bradley).pdf**Other Attachment – (if any) (must be a .pdf)** Complaint (Bradley).pdf[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Previous Page

Submit

EXHIBIT 3