

1 **D.LAW, INC.**  
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6 450 N Brand Blvd., Suite 840  
7 Glendale, CA 91203  
8 Telephone: (818) 962-6465  
9 Facsimile: (818) 962-6469

10 Attorneys for Plaintiff Scott Vincent Bradley,  
11 on behalf of himself and others similarly situated

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

14 SCOTT VINCENT BRADLEY, an  
15 individual, on behalf of himself and others  
16 similarly situated,

17 Plaintiff,

18 vs.

19 AVMC, LLC, d/b/a TOYOTA OF  
20 LANCASTER, a California Limited Liability  
21 Company and DOES 1 through 50, inclusive

22 Defendants.

Case No. 24STCV09858

Assigned for All Purposes To:

Hon. Timothy P. Dillon

Dept.: 15

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

*Hearing Held on:*

Hearing Date: October 2, 2025

Time: 11:00 a.m.

Department: 15

Original Complaint Filed: April 18, 2024

First Amended Complaint: June 25, 2024

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**TO THE COURT, ALL PARTIES AND COUNSEL OF RECORD:**

PLEASE TAKE NOTICE that on November 13, 2025, the Court issued an Order GRANTING Plaintiff's Unopposed Motion for Approval of Private Attorneys General Act Settlement Agreement; Final Judgment. A true and correct copy of the Order is attached to this Notice as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that a Non-Appearance Case Review Re: Distribution Report is scheduled for November 06, 2026, at 04:00 PM in Department 15 at Spring Street Courthouse. A joint status report is to be filed by noon on November 04, 2026, advising the Court of the status of the distribution of settlement funds. A true and correct copy of the Minute Order is attached to this Notice as **Exhibit B**.

DATED: November 14, 2025

**D.LAW, INC.**

By: 

Alvin B. Lindsay  
William Tran  
Attorneys for Plaintiff Scott Vincent  
Bradley and aggrieved employees

# EXHIBIT A

1 **D.LAW, INC.**  
Emil Davtyan (SBN 299363)  
2 [Emil@d.law](mailto:Emil@d.law)  
David Yeremian (SBN 226337)  
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7 Facsimile: (818) 962-6469

**FILED**  
Superior Court of California  
County of Los Angeles

11/13/2025

David W. Slayton, Executive Officer / Clerk of Court

By:                     E. Martinez                     Deputy

8 Attorneys for Plaintiff Scott Vincent Bradley,  
9 on behalf of himself and others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF LOS ANGELES**

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

14 Plaintiff,

15 vs.

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

20 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

Electronically Received 08/29/2025 10:48 AM

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.

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.

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26 **IT IS SO ORDERED.**

27 DATED: 11/13/2025, 2025



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Hon. Timothy P. Dillon  
Judge of the Superior Court  
Timothy Patrick Dillon / Judge

# EXHIBIT B

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 15

**24STCV09858**

**SCOTT VINCENT BRADLEY vs AVMC, LLC**

November 7, 2025

4:00 PM

Judge: Honorable Timothy Patrick Dillon

CSR: None

Judicial Assistant: E. Martinez

ERM: None

Courtroom Assistant: C. Gomez

Deputy Sheriff: None

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**APPEARANCES:**

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

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**NATURE OF PROCEEDINGS:** Non-Appearance Case Review Re: Submission of Revised Notice and Declaration Regarding Escalator Clause for Approval of PAGA Settlement

The Court has reviewed and considered the Declaration of William Tran in Response to the Courts Minute Order Re Revising PAGA Notice and Escalator Clause for Approval of PAGA Settlement filed on 11/03/2025, and now rules as follows:

The Motion to Approve Private Attorneys General Act Settlement Agreement Under California Labor Code §§ 2698 et Seq. filed by Scott Vincent Bradley on 08/29/2025 is Granted.

The Order Granting Unopposed Motion to Approve Private Attorneys General Act Settlement Agreement is signed and filed as of 11/13/2025.

All future dates remain.

The Judicial Assistant hereby gives notice to Plaintiff, who is to give further and formal notice.

Clerk's Certificate of Service by Electronic Notification is attached.

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

3 I am employed in the aforesaid county, State of California; I am over the age of 18 years  
4 and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale,  
CA 91203.

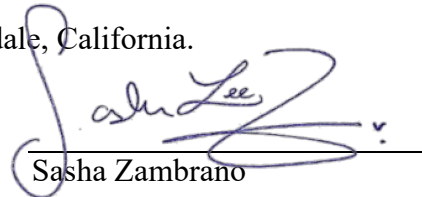
5 On November 14, 2025, I served the foregoing: **NOTICE OF ORDER GRANTING**  
6 **UNOPPOSED MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT**  
7 **SETTLEMENT AGREEMENT; FINAL JUDGMENT** on Interested Parties in this action by  
placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

8 Philip Ewen  
9 [p.ewen@musickeeler.com](mailto:p.ewen@musickeeler.com)  
Citadelle B. Priagula  
10 [c.priagula@musickeeler.com](mailto:c.priagula@musickeeler.com)  
11 **MUSICK, PEELER & GARRETT, LLP**  
333 S. Hope Street, Ste. 2900  
Los Angeles, CA 90071

12  **(BY ELECTRONIC SERVICE VIA CASE ANYWHERE)** Based on a court order, I  
caused the above-entitled document(s) to be served through Case Anywhere at  
13 www.caseanywhere.com addressed to all parties appearing on the electronic service list for the  
above-entitled case. The service transmission was reported as complete and a copy of the Case  
14 Anywhere Filing Receipt Page/Confirmation will be filed, deposited, or maintained with the  
original document(s) in this office.

15  **(STATE)** I certify (or declare) under penalty of perjury under the laws of the State of  
California that the foregoing is true and correct.

16 Executed on November 14, 2025, at Glendale, California.

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19 Sasha Zambrano

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