

PAGA SETTLEMENT AGREEMENT

Agreement ("Agreement")

M. Chavira Armenta ("Plaintiff")

Collectors Universe, Inc. ("Collectors").

Collectors collectively as "Parties," or individually "Party."

1. DEFINITIONS.

"Action" Plaintiff's

Adriana M. Chavira Armenta, et al. v. Collectors Universe, Inc.

"Administrator"

"Administration Expenses Payment" means the

nce with the Administrator's "not to exceed" bid submitted to the Court in

"Aggrieved Employee" means current and former California

"Aggrieved Employee Data" means Aggrieved Employee identifying information in
Collectors' possession including the Aggrieved Employee's name, last

"Aggrieved Employee Address Search" means the Administrator's investigation and

"Collectors"

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“Court” means the Superior Court of California, County of Orange.

“Defense Counsel” means Payne & Fears LLP.

“Effective Date” means the date by when both of the following have occurred: (1)

extraordinary writs, and appeals have been resolved and remitted to the Court’s jurisdiction and

“Gross Settlement Amount” means One Million Dollars (\$1,000,000.00) which is

Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.

“Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of

“Judgment” means the judgment entered by the Court based upon the Approval

“LWDA” means the California Labor and Workforce Development Agency.

“LWDA PAGA Payment” means

“Net Settlement Amount” means the Gross Settlement Amount, less the following

“PAGA Counsel” means Lavi & Ebrahimian LLP, the attorneys representing the

“PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and

“PAGA Pay Period” means any Pay Period during which an Aggrieved Employee

“PAGA Period” means the period from May 8, 2022 to the date of the Court’s Order

“PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

“PAGA Notice” means Plaintiff’s May 8, 2023 letter to Collectors and the LWDA

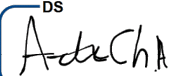
“PAGA Penalties” means the total amount of PAGA civil penalties to be paid from

“Plaintiff” means

“Released PAGA Claims” means the claims being released by the Plaintiff and

“Released Parties” means: Collectors and each of its former and present directors,

“Settlement” means the disposition of the Action effected by this Agreement and the

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2. RECITALS

complaint in the Action (the “Operative Complaint”).

records for Plaintiff and the Aggrieved Employees, as well as documents establishing Collectors’

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3. MONETARY TERMS.

other Plaintiff's Counsel arising from or related to any claim for or to

by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$

Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

4. SETTLEMENT FUNDING AND PAYMENTS.

a 16%

15%

To protect Aggrieved Employee' privacy rights, the Administrator

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recipients'

5. RELEASES OF CLAIMS.

Plaintiff's Release

("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or
security benefits, workers' compensation benefits

that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
Plaintiff's

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Plaintiff's Waiver of Rights Under California Civil Code Section

_____ purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

Plaintiff's Responsibilities

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[REDACTED] from the Administrator attaching its “not to exceed” bid for administering the Settlement and

Court’s

Court's concerns. If, after good faith efforts, the Parties are unable to agree on a material

7. SETTLEMENT ADMINISTRATION.

meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury

8. CONTINUING JURISDICTION OF THE COURT.

the Parties' obligations to perform under this Agreement will be

9. ADDITIONAL PROVISIONS.

admission by Plaintiff that Collectors'

Collectors'



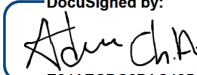


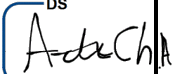
“days”



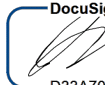
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diciembre 11, 2023

DocuSigned by:

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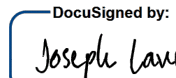


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Approved as to Form and Content

December 12, 2023

DocuSigned by:

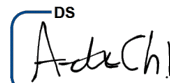


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Dec 18, 2023



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[Executed] Armenta PAGA Settlement Agreement

Final Audit Report

2023-12-19

Created:	2023-12-19
By:	Connie Cason (ccason@paynefears.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA__nESreCgZPIBeZqvwCa3mjznMMtrb1

"[Executed] Armenta PAGA Settlement Agreement" History

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 Document e-signed by Blake Dillion (bad@paynefears.com)

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 Agreement completed.

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