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Attorneys for ADRIANA M. CHAVIRA ARMENTA,  
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF ORANGE**

ADRIANA M. CHAVIRA ARMENTA on  
behalf of herself and others similarly situated,

Plaintiff,

vs.

COLLECTORS UNIVERSE, INC.; and DOES  
1 to 100, inclusive,

Defendants.

Case No.: 30-2023-01336673-CU-OE-CXC

**PAGA ACTION**

[Assigned for all purposes to the  
Hon. Melissa R. McCormick, Dept. CX104]

**PLAINTIFF'S SUPPLEMENTAL  
BRIEFING IN SUPPORT OF PLAINTIFF'S  
MOTION FOR APPROVAL OF PRIVATE  
ATTORNEYS GENERAL ACT  
SETTLEMENT; DECLARATION OF  
WILLIAM TRAN**

*[Filed concurrently with Plaintiff's [Proposed]  
Order Granting Plaintiff's Motion for Approval  
of Private Attorneys General Act and Judgment  
Thereon]*

Hearing Information:

Date: October 17, 2024

Time: 2:00 PM

Dept.: CX104

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 Following the January 30, 2024, filing of Plaintiff’s Motion for Approval of Private Attorneys  
3 General Act Settlement, the Court issued an Order on May 23, 2024, directing the Parties to submit  
4 a supplemental briefing addressing concerns raised by the Court. The Court also continued the Motion  
5 for Approval Hearing to October 17, 2024, at 2:00 p.m. in Department CX104 of the Orange County  
6 Superior Court, 751 West Santa Ana Blvd., Santa Ana, CA 92701 (See Declaration of William Tran  
7 (“Tran Dec.”) ¶2; ¶33, Ex. 1 [Court’s Minute Order dated May 23, 2024].) The following provides  
8 the proposed resolutions and responses to the Court’s requests:

9 **I. PROOF OF SERVICE FOR ON LWDA**

10 1. The Court has requested that Plaintiff provide proof of service that moving papers and  
11 the notice of errata were served on the LWDA. Plaintiff apologizes to the Court for being unable to  
12 fulfill this request because “service” to the LWDA is completed through online submissions to its  
13 website. On October 2, 2024, Plaintiff submitted moving papers and the notice of errata, for which  
14 the LWDA provided Plaintiff with the attached confirmatory email of receipt as proof of service.  
15 (Tran Dec. ¶ 4, See Ex. 2.)

16 **II. AS TO THE SETTLEMENT**

17 2. **Total Amount Anticipated to be Distributed to the Aggrieved Employees.** The  
18 Court inquired as to the total amount anticipated to be distributed to the Aggrieved Employees.  
19 Plaintiff asserts that total amount to be distributed to the Aggrieved Employees will be approximately  
20 \$160,846.17 (25% share of PAGA Penalties). (Tran Dec. ¶ 5; ¶35, Ex. 3, ¶ 3.2.3.)

21 3. **Settlement Funding.** The Court has requested that the settlement be amended to state  
22 that the Aggrieved Employees fully release their claims after the settlement agreement is fully funded.  
23 The language in the settlement agreement has been changed to reflect the above. (Tran. Dec. ¶ 6; ¶  
24 35, Ex. 3, ¶ 5.)

25 4. **Release on Behalf of The State.** The Court has requested that the Parties provide legal  
26 authority for the provision that proports to release the alleged claims on behalf of the state or remove  
27 said provision. The Parties revised the Settlement Agreement to remove said provision. (Tran Dec.  
28 ¶ 7, ¶ 35, Ex. 3.)

1           5.       **Amounts to be Paid to Aggrieved Employees.** The Court requested that the parties  
2 provide a high, low, and average payment amounts for anticipated payments to be paid to the  
3 Aggrieved Employees. The parties estimate that on the payment amount for the high end would be  
4 \$161.25 (employees who worked the entire PAGA period), and \$3.75 on the low end (employees  
5 who worked only one pay period during the PAGA period). The parties estimate that the average  
6 payment amount would be \$82.50. (Tran Dec. ¶ 8; ¶ 35, Ex. 3.)

7           6.       **Notice to the LWDA.** The Court requested Plaintiff to provide Plaintiff's notice letter  
8 to the LWDA. Plaintiff's notice letter to the LWDA and confirmation email from the LWDA are  
9 attached as **Exhibit 4** to the concurrently filed Declaration of William Tran. (Tran. Dec. ¶ 9; ¶ 36,  
10 Ex. 4.)

11           7.       **Contemporaneous Records.** The Court requested that Plaintiff's counsel submit  
12 contemporaneous records of specific tasks performed and the time spent on each task. A copy of  
13 Plaintiff's counsel's contemporaneous records is attached as **Exhibit 5** to the concurrently filed  
14 Declaration of William Tran. (Tran. Dec. ¶ 10; ¶ 37, Ex. 5.)

15           8.       **Disclosure of Any Fee Sharing Agreements.** The Court requested that Plaintiff's  
16 Counsel disclose any fees sharing arrangements. There are no fee sharing arrangements for the instant  
17 matter. (Tran Dec. ¶11.)

18           9.       **Attorney Costs.** Plaintiff's Counsel has revised their previously submitted cost letter  
19 to exclude "Copying," "Scanning," and "Mail." as well as any and all costs associated with the Class  
20 Action. (Tran ¶ 12; ¶ 38, Exh. 6.) Additionally, Plaintiff's Counsel will submit invoices substantiating  
21 the mediation fee and expert fee. (Tran ¶ 12; ¶ 39 Exh. 7.)

22           10.       **Additional Class Actions After the Settlement Agreement.** The Court requested  
23 that the Parties identify any new class, collective, or representative actions after the execution of the  
24 settlement agreement. To date, the Parties are unaware of any new class, collective, or representative  
25 actions filed against Defendant. (Tran Dec. ¶13.)

26           11.       **Dispute of Pay Periods.** The Court inquired as to whether the Parties intend for the  
27 Aggrieved Employees to be able to dispute the number of pay periods. The Parties do not intend for  
28 the Aggrieved Employees to be able to dispute the number of pay periods. (Tran Dec. ¶ 14.)

1     **III.     AS TO THE NOTICE**

2             12.     **Revised Notice.** The Court requested that the PAGA notice be revised as necessary to  
3 be consistent with the revisions to the settlement agreement. Additional revisions are also discussed  
4 below. A redlined version of the PAGA Notice is attached to the Declaration of William Tran as  
5 **Exhibit 8.** (Tran Dec. ¶ 15; ¶ 40, Ex. 8.)

6             13.     **Notice Translation.** The Court requested that the Parties inform the Court as to  
7 whether the Notice will be translated into any other language. The Notice will be translated into  
8 Spanish and the Administrator has accounted for this provision in its administrative costs. (Adamian  
9 Dec. ¶ 16.)

10            14.     **Enhancement Award.** The Court requested that the Parties strike the reference to an  
11 Enhancement award from the Notice. This language has been stricken from the Notice. (Tran Dec. ¶  
12 17; ¶ 40, Ex. 8.)

13            15.     **Notice Revisions.** The Court requested that the Notice be revised to include the  
14 following: (1) an explanation of PAGA; (2) the factual allegations in the operative complaint; (3) the  
15 scope of the released claims; (4) the gross settlement amount and the net settlement amount including  
16 the portions allocated to the LWDA and Aggrieved Employees; (5) how the individual payments will  
17 be calculated; (6) the recipients' tax responsibilities; and (7) that the Aggrieved Employees cannot  
18 opt out of the settlement and are still bound by the release even if they do not cash their checks. The  
19 Parties have revised the Notice to include the above mentioned information. (Tran Dec. ¶ 18; ¶ 40,  
20 Ex. 8, ¶¶ 2 - 20.)

21            16.     **Date Correction In Notice.** The Court noted that the date in the last sentence of  
22 paragraph four of the Notice was incorrect. The Parties have corrected the date. (Adamian Dec. ¶ 19;  
23 ¶ 40, Ex. 8, ¶ 4.)

24            17.     **Release Language.** The Court noted that the release language in the Notice is not the  
25 same language as the settlement agreement. The Parties have amended the Notice to include the same  
26 release language as the settlement agreement. (Adamian Dec. ¶ 20; ¶ 40, Ex. 8, ¶ 9)

27            18.     **Court Correction In Notice.** The Court noted that last sentence on page four of the  
28 Notice was incorrect. The Parties have amended the Notice to correct the last sentence. (Adamian

Dec. ¶ 21; ¶ 40, Ex. 8, ¶ 4.)

19. **Inquiry Regarding Maintaining a Website for this Action.** The Court inquired as to whether the settlement administrator would maintain a website for this Action. The Parties have revised the Notice to state that the settlement administrator will maintain a website for this Action, which will contain key documents, such as (1) the operative complaint, (2) the PAGA Notice Letter to the LWDA, (3) the Settlement Agreement, (4) the Notice, and (5) the order granting approval and judgment of this Action. Further, the Notice has been revised to state that the judgment will be posted on the website for 180 days. (Adamian Dec. ¶ 22; ¶ 40, Ex. 8, ¶ 4.)

#### IV. **AS TO THE PROPOSED ORDER AND JUDGEMENT**

20. **Revised Proposed Order and Judgment.** The Court requested that the Proposed Order and Judgment be revised as necessary to be consistent with the revisions to the settlement agreement and Notice. Additional revisions are also discussed below. (Tran Dec. ¶ 23.)

21. **Counsel's Contact Information Removed from Proposed Order and Judgment.** The Court requested that Counsel's contact information be removed from the proposed order and judgment. The proposed order and judgment has been revised to reflect this request. (Tran Dec. ¶ 24.)

22. **All Parties Included on the Proposed Order and Judgment.** The Court requested that the proposed order and judgment include the names of all parties to the settlement. The proposed order and judgment has been revised to include all the parties to the settlement. (Tran Dec. ¶ 25.)

23. **Settlement Agreement, Amendments thereto, and the Notice Letter Attached as Exhibits.** The Court requested that the settlement agreement and any amendments thereto and the notice letter be attached as exhibits to the proposed order and judgment. Plaintiff will attach the Amended Settlement Agreement and Notice letter to the Proposed Order and Judgment. However, the respective redlined versions indicating the amendments will be attached to the Declaration of William Tran. (Tran Dec. ¶ 26.)

24. **Removal of Sentences from Paragraph 2.** The Court requested that the last four sentences in paragraph 2 in the proposed order and judgment be removed. Plaintiff will revise the proposed order and judgment to remove paragraph 2 as requested by the Court. (Tran Dec. ¶ 27.)

25. **Removal of Paragraphs 3 and 11.** The Court requested that paragraphs 3 and 11 also

1 be removed from the proposed order and judgment. Plaintiff will revise the proposed order and  
2 judgment to remove paragraphs 3 and 11 as requested by the Court. (Tran Dec. ¶ 28.)

3       26.     **Revision of Paragraph 6 in the Proposed Order and Judgment.** The Court  
4 requested that paragraph 6 of the proposed order and judgment be revised to state that the settlement  
5 funds shall be distributed to the Aggrieved Employees as set forth in the Settlement Agreement.  
6 Plaintiff has revised paragraph 6 of the proposed order and judgment to include the above mentioned  
7 language. (Tran Dec. ¶ 29.)

8       27.     **Revision of Paragraph 12 in the Proposed Order and Judgment.** The Court  
9 requested that paragraph 12 of the proposed order and judgment use the same release as the settlement  
10 agreement. The proposed order and judgment has been revised to use the same release as the  
11 settlement agreement. (Tran Dec. ¶ 30.)

12       28.     **Revision of Paragraph 13 to Include Civil Procedure Code Section 664.6 in the**  
13 **Proposed Order and Judgment.** The Court requested that paragraph 13 in the proposed order and  
14 judgment include Code of Civil Procedure Section 664.6. The language of the proposed order and  
15 judgment has been revised to include Code of Civil Procedure Section 664.6. (Tran Dec. ¶ 31.)

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1           29.     **Final Accounting Hearing and Administrator Final Report.** The Court requested  
2 that the proposed order and judgment include a final accounting hearing date. Further, the Court  
3 requested that the proposed order and judgment state that the Settlement Administrator shall include  
4 a final report at least nine days before the hearing, addressing the status of the settlement  
5 administration, including the actual amounts paid to the Aggrieved Employees, other amounts  
6 distributed under the settlement such as any uncashed checks. Plaintiff has revised the proposed order  
7 and judgment to include the final accounting hearing to be held on July 17, 2025 at 9:00 A.M. Further,  
8 the he Settlement Administrator shall file a final report by July 3, 2025, indicating the total amount  
9 paid to the LWDA and the Aggrieved Employees and confirming that uncashed funds have been  
10 distributed. (Tran Dec. ¶ 32.)

11 Dated: October 8, 2024

Respectfully submitted,  
**LAVI & EBRAHIMIAN, LLP**

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15 By: 

Joseph Lavi, Esq.  
Vincent C. Granberry, Esq.  
William Tran, Esq.  
Arthur Adamian, Esq.  
Attorneys for PLAINTIFF ADRIANA M.  
CHAVIRA ARMENTA, on behalf of herself and  
others similarly situated

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1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm Lavi & Ebrahimian, LLP, Counsel for Plaintiff ADRIANA M. CHAVIRA ARMENTA ("Plaintiff") in this action. The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto:

3. The following provides the proposed adjustments and clarifications in response to the Court's inquiries.

4. The Court has requested that Plaintiff provide proof of service that moving papers and the notice of errata were served on the LWDA. Plaintiff apologizes to the Court for being unable to fulfill this request because “service” to the LWDA is completed through online submissions to its website. On October 2, 2024, Plaintiff submitted moving papers and the notice of errata, for which the LWDA provided Plaintiff with the confirmatory email of receipt as proof of service, attached as **Exhibit 2**.

5. **Total Amount Anticipated to be Distributed to the Aggrieved Employees.** The Court inquired as to the total amount anticipated to be distributed to the Aggrieved Employees. Plaintiff asserts that total amount to be distributed to the Aggrieved Employees will be approximately \$160,846.17 (25% share of PAGA Penalties). A redlined version of the First Amended Settlement Agreement is attached as **Exhibit 3**.

1           6.       **Settlement Funding.** The Court has requested that the settlement be amended to state  
2 that the Aggrieved Employees fully release their claims after the settlement agreement is fully funded.  
3 The language in the settlement agreement has been revised to reflect the above.

4           7.       **Release on Behalf of the State.** The Court has requested that the Parties provide legal  
5 authority for the provision that proports to release the alleged claims on behalf of the state or remove  
6 said provision. The Parties revised the Settlement Agreement to remove said provision.

7           8.       **Amounts To Be Paid to Aggrieved Employees.** The Court requested that the parties  
8 provide a high, low, and average payment amounts for anticipated payments to be paid to the  
9 Aggrieved Employees. The parties estimate that on the payment amount for the high end would be  
10 \$161.25 (employees who worked the entire PAGA period), and \$3.75 on the low end (employees  
11 who worked only one pay period during the PAGA period). The parties estimate that the average  
12 payment amount would be \$82.50.

13          9.       **Notice to the LWDA.** The Court requested Plaintiff to provide Plaintiff's notice  
14 letter to the LWDA. Plaintiff's notice letter to the LWDA and confirmation email from the LWDA  
15 are attached as **Exhibit 4**.

16          10.      **Contemporaneous Records.** The Court requested that Plaintiff provide  
17 contemporaneous records of specific tasks performed. Plaintiff's counsel has attached a record of  
18 their contemporaneous time records **Exhibit 5**. I will also refer the Court to Plaintiff's Counsel's  
19 lodestar analysis previously submitted in the Declaration of William Tran in support of Plaintiff's  
20 Motion for Approval of Private Attorneys General Act Settlement.

21          11.      **Disclosure of Any Fee Sharing Agreements.** The Court requested that Plaintiff's  
22 Counsel disclose any fees sharing arrangements. There are no fee sharing arrangements for the instant  
23 matter.

24          12.      **Attorney Costs.** Plaintiff's Counsel has revised their previously submitted cost letter  
25 to exclude "Copying," "Scanning," and "Mail." as well as any and all costs associated with the Class  
26 Action. A copy of Plaintiff's Counsel's cost letter is attached as **Exhibit 6**. Additionally, Plaintiff's  
27 Counsel will submit invoices substantiating the mediation fee and expert fee. Copies of the invoices  
28 of the mediation fee and expert fee are attached as **Exhibit 7**.

1           13.     **Additional Class Actions After the Settlement Agreement.** The Court requested  
2 that the Parties identify any new class, collective, or representative actions after the execution of the  
3 settlement agreement. To date, the Parties are unaware of any new class, collective, or representative  
4 actions filed against Defendant.

5           14.     **Dispute of Pay Periods.** The Court inquired as to whether the Parties intend for the  
6 Aggrieved Employees to be able to dispute the number of pay periods. The Parties do not intend for  
7 the Aggrieved Employees to be able to dispute the number of pay periods.

8     **III.    AS TO THE NOTICE**

9           15.     **Revised Notice.** The Court requested that the PAGA Notice be revised as necessary  
10 to be consistent with the revisions to the settlement agreement. Additional revisions are also discussed  
11 below. A redlined version of the PAGA Notice is attached as **Exhibit 8**.

12          16.     **Notice Translation.** The Court requested that the Parties inform the Court as to  
13 whether the Notice will be translated into any other language. The Notice will be translated into  
14 Spanish and the Administrator has accounted for this provision in its administrative costs.

15          17.     **Enhancement Award.** The Court requested that the Parties strike the reference to an  
16 Enhancement award from the Notice. This language has been stricken from the Notice.

17          18.     **Notice Revisions.** The Court requested that the Notice be revised to include the  
18 following: (1) an explanation of PAGA; (2) the factual allegations in the operative complaint; (3) the  
19 scope of the released claims; (4) the gross settlement amount and the net settlement amount including  
20 the portions allocated to the LWDA and Aggrieved Employees; (5) how the individual payments will  
21 be calculated; (6) the recipients' tax responsibilities; and (7) that the Aggrieved Employees cannot  
22 opt out of the settlement and are still bound by the release even if they do not cash their checks. The  
23 Parties have revised the Notice to include the above mentioned information.

24          19.     **Date Correction in Notice.** The Court noted that the date in the last sentence of  
25 paragraph four of the Notice was incorrect. The Parties have corrected the date.

26          20.     **Release Language.** The Court noted that the release language in the Notice is not the  
27 same language as the settlement agreement. The Parties have amended the Notice to include the same  
28 release language as the settlement agreement.

1           21.     **Court Correction in Notice.** The Court noted that last sentence on page four of the  
2 Notice was incorrect. The Parties have amended the Notice to correct the last sentence.

3           22.     **Inquiry Regarding Maintaining a Website for this Action.** The Court requested the  
4 Parties to inquire whether the Settlement Administrator will maintain a website for this Action. The  
5 Notice has been revised to state that a website will be maintained that contains key information such  
6 as (1) the operative complaint, (2) the PAGA notice to the LWDA, (3) the settlement agreement.  
7 Further, the Notice has been revised to state that the judgment will be posted on the website for 180  
8 days.

9     **IV. AS TO THE PROPOSED ORDER AND JUDGEMENT**

10          23.     **Revised Proposed Order and Judgment.** The Court requested that the Proposed  
11 Order and Judgment be revised as necessary to be consistent with the revisions to the settlement  
12 agreement and Notice. Additional revisions are also discussed below.

13          24.     **Counsel's Contact Information Removed from Proposed Order and Judgment.**  
14 The Court requested that Class Counsel's contact information be removed from the proposed order  
15 and judgment. The proposed order and judgment has been amended to reflect this request.

16          25.     **All Parties Included on the Proposed Order and Judgment.** The Court requested  
17 that the proposed order and judgment include the names of all parties to the settlement. The proposed  
18 order and judgment has been revised to include all the parties to the settlement.

19          26.     **Settlement Agreements, Amendments thereto, and the Notice Letter Attached as**  
20 **Exhibits.** The Court requested that the settlement agreement and any amendments thereto and the  
21 notice letter be attached as exhibits to the proposed order and judgment. Plaintiff will attach the  
22 Amended Settlement Agreement and Notice letter to the Proposed Order and Judgment.

23          27.     **Removal of Sentences from Paragraph 2.** The Court requested that the last four  
24 sentences in paragraph 2 in the proposed order and judgment be removed. Plaintiff will revise the  
25 proposed order and judgment to remove paragraph 2 as requested by the Court.

26          28.     **Removal of Paragraphs 3 and 11.** The Court requested that paragraphs 3 and 11 also  
27 be removed from the proposed order and judgment. Plaintiff will revise the proposed order and  
28 judgment to remove paragraphs 3 and 11 as requested by the Court.

29. **Revision of Paragraph 6 in the Proposed Order and Judgment.** The Court requested that paragraph 6 of the proposed order and judgment be revised to state that the settlement funds shall be distributed to the Aggrieved Employees as set forth in the Settlement Agreement. Plaintiff has revised paragraph 6 of the proposed order and judgment to include the above mentioned language.

30. **Revision of Paragraph 12 in the Proposed Order and Judgment.** The Court requested that paragraph 12 of the proposed order and judgment use the same release as the settlement agreement. The proposed order and judgment has been revised to use the same release as the settlement agreement.

31. **Revision of Paragraph 13 to Include Civil Procedure Code Section 664.6 in the Proposed Order and Judgment.** The Court requested that paragraph 13 in the proposed order and judgment include Code of Civil Procedure Section 664.6. The language of the proposed order and judgment has been revised to include Code of Civil Procedure Section 664.6.

32. **Final Accounting Hearing and Administrator Final Report.** The Court requested that the proposed order and judgment include a final accounting hearing date. Further, the Court requested that the proposed order and judgment state that the Settlement Administrator shall include a final report at least nine days before the hearing, addressing the status of the settlement administration, including the actual amounts paid to the Aggrieved Employees, other amounts distributed under the settlement such as any uncashed checks. Plaintiff has revised the proposed order and judgment to include the final accounting hearing to be held on July 17, 2025 at 9:00 A.M. Further, the Settlement Administrator shall file a final report by July 3, 2025, indicating the total amount paid to the LWDA and the Aggrieved Employees and confirming that uncashed funds have been distributed.

## EXHIBITS

33. Attached hereto as **EXHIBIT 1** is a true and correct copy of the Court's Minute Order dated May 23, 2024.

34. Attached hereto as **EXHIBIT 2** is a true and correct copy of the October 2, 2024 confirmatory email from the LWDA.

1           35.     Attached hereto as **EXHIBIT 3** is a true and correct copy of the redlined version of  
2 the First Amended Settlement Agreement.

3           36.     Attached hereto as **EXHIBIT 4** is a true and correct copy of Plaintiff's notice letter to  
4 the LWDA and confirmation email from LWDA.

5           37.     Attached hereto as **EXHIBIT 5** is a true and correct copy of the Contemporaneous  
6 Records from Plaintiff's Counsel.

7           38.     Attached hereto as **EXHIBIT 6** is a true and correct copy of the Cost Letter from  
8 Plaintiff's Counsel.

9           39.     Attached hereto as **EXHIBIT 7** are copies of invoices for the private mediation and  
10 pre-mediation expert analysis.

11           40.     Attached hereto as **EXHIBIT 8** is a true and correct copy of the redlined version of  
12 the PAGA Notice.

13           41.     Attached hereto as **EXHIBIT 9** is a true and correct copy of the October 8, 2024  
14 confirmatory email from the LWDA for submission of First Amended Settlement Agreement,  
15 Supplemental Briefing, and Proposed Order that will be subsequently filed with the Court.

16  
17           I declare under penalty of perjury under the laws of the State of California that the foregoing  
18 is true and correct. Executed on October 8, 2024 in Beverly Hills, California.

19  
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22 \_\_\_\_\_  
William Tran, Esq.

# **EXHIBIT 1**

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF ORANGE  
CIVIL COMPLEX CENTER**

**MINUTE ORDER**

DATE: 05/23/2024                      TIME: 02:00:00 PM                      DEPT: CX104

JUDICIAL OFFICER PRESIDING: Melissa R. McCormick

CLERK: V. Harting

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: I. Olivares

CASE NO: **30-2023-01336673-CU-OE-CXC**    CASE INIT.DATE: 07/13/2023

CASE TITLE: **Armenta vs. Collectors Universe, Inc.**

CASE CATEGORY: Civil - Unlimited    CASE TYPE: Other employment

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EVENT ID/DOCUMENT ID: 74217299

**EVENT TYPE:** Motion - Other

MOVING PARTY: Adriana M Chavira Armenta

CAUSAL DOCUMENT/DATE FILED: Motion - Other For Approval of PAGA Settlement, 01/30/2024

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**APPEARANCES**

William Tran, from Lavi & Ebrahimian, LLP, present for Plaintiff(s) remotely.

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Hearing held, all participants appearing remotely.

Tentative Ruling posted on the Internet.

Plaintiff submits on the Court's tentative ruling.

The Court confirms the tentative ruling as follows:

Plaintiff's Motion for Approval of PAGA Settlement

"Because an aggrieved employee's action under the Labor Code Private Attorneys General Act of 2004 functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government." *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986. PAGA settlements are subject to trial court review "to determine whether [they are] fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.

The court has reviewed and considered the papers filed in support of plaintiff's motion for approval of a \$1,000,000 PAGA settlement. The court has the following questions and comments:

1. Were the motion papers (ROA 25, 26, 30) and notice of errata (ROA 35) served on the LWDA? Plaintiff must file with the court a proof of service identifying the specific documents served on the LWDA, when plaintiff served the documents, and how service was effected.

As to the settlement:

2. What is the total amount anticipated to be distributed to the Aggrieved Employees? See Motion (ROA 25) at 7:21-24; Tran Decl. (ROA 26) ¶ 23. The anticipated amount stated in the motion and the Tran Declaration (i.e., \$480,525) appears inaccurate.

3. The settlement agreement states the releases are effective on the Effective Date. Settlement Agreement ¶ 5. Defendant is not required to fund the settlement until 60 days after the Effective Date. Settlement Agreement ¶ 4.3. The court will not require the Aggrieved Employees to release their claims until defendant has fully funded the settlement.

4. The settlement agreement purports to release claims on behalf of the State of California. Settlement Agreement ¶ 5.4. The parties should provide legal authority for this provision, or remove it.

5. The parties should provide the high, low and average amounts anticipated to be paid to the Aggrieved Employees, as well as the total amount anticipated to be received by plaintiff (including for any individual claims).

6. Plaintiff's notice letter(s) to the LWDA should be provided.

7. Plaintiff's counsel should submit contemporaneous time records reflecting the specific tasks performed and the time spent on each task.

8. Counsel must disclose whether counsel has any fee-splitting arrangement with any other counsel, including the exact percentages, or confirm none exists.

9. Plaintiff's counsel seeks \$13,069.50 in costs. Plaintiff should provide legal authority supporting an award of costs for copies, scanning and mailing. Plaintiff should also explain why costs related to a class action (i.e., filing a class action complaint and filing a request for dismissal of class claims) should be paid from the PAGA Gross Settlement Amount. Plaintiff must submit invoices substantiating the mediation fee (\$7,450) and the expert fee (\$2,250). \\\

10. The parties must state whether, after making reasonable inquiry and since the time the settlement agreement was signed (see Settlement Agreement ¶ 2.5), they are aware of any class, representative or other collective action in any court that asserts claims similar to those asserted in this action. If any such actions are known to exist, the parties must also state the name and case number of any such case and the procedural status of that case, and describe the impact of the settlement on that case.

11. Do the parties intend for the Aggrieved Employees to be able to dispute the number of pay periods? If so, the settlement agreement (and the notice) should be amended to address the dispute procedure.

As to the notice (ROA 35):

12. The notice should be revised as necessary consistent with the above.

13. Should the notice be translated into any language other than English?

14. The reference in paragraph 4 on page 1 to plaintiff's enhancement payment should be removed, as plaintiff does not appear to be seeking an enhancement payment.

15. The notice should (i) provide an explanation of PAGA; (ii) describe the factual allegations of the operative complaint; (iii) describe the scope of the released claims; (iv) state the gross settlement amount, the net settlement amount, and the portions allocated to the LWDA and the Aggrieved Employees; (v) explain how the individual payments will be calculated; (vi) describe the recipient's responsibility for any taxes payable on the amount received; and (vii) notify the Aggrieved Employees that they cannot opt out of the settlement and that, even if they do not cash their checks, they will be bound by the release.

16. The date in the last sentence of paragraph 4 on page 1 appears to be incorrect.
17. The release in the last paragraph on page 1 is not the same release as in paragraph 5.2 of the settlement agreement.
18. The court in the last sentence on page 2 is incorrect.
19. Will the settlement administrator maintain a website for the case? If so, the notice should state that the settlement administrator will post all key documents on its website, including the operative complaint, the PAGA notice letter(s) to the LWDA, the settlement agreement and any amendments, the notice, and the order granting approval and entering judgment. The judgment should be posted for at least 180 days. If the settlement administrator will not maintain a website for the case, the parties should address how they intend to give the Aggrieved Employees notice of entry of the judgment.

As to the proposed order and judgment (ROA 30) :

20. The proposed order and judgment should be revised as necessary consistent with the above.
21. Counsel's contact information should be removed from the caption page of the proposed order and judgment.
22. The proposed order and judgment should include the names of all of the parties to the settlement.
23. The settlement agreement and any amendments thereto and the notice letter (in English and any other language(s)) should be attached as exhibits to the proposed order and judgment.
24. The last four sentences of paragraph 2 should be removed.
25. Paragraphs 3 and 11 should be removed.
26. Paragraph 6 should be revised to state that the settlement funds shall be distributed to the Aggrieved Employees as set forth in the settlement agreement.
27. Paragraph 12 should be revised to use the defined terms from the Settlement Agreement, rather than attempting to restate the releases. In addition, the release described in paragraph 12 differs from the release(s) in the settlement agreement.
28. Paragraph 13 should include citation to Civil Procedure Code section 664.6.
29. The proposed order and judgment should include a proposed date for the final accounting hearing. The final accounting hearing should occur after the deadline to cash checks has expired. The court holds final accounting hearings on Thursdays at 9:00 a.m. The proposed order and judgment shall state that counsel shall submit a final administrator's report at least 9 court days before the hearing addressing the status of the settlement administration, including the actual amounts paid to the Aggrieved Employees and the other amounts distributed under the settlement, including any uncashed checks.

The hearing on plaintiff's motion for approval is continued to October 17, 2024 at 2:00 p.m. in Department CX104 to permit the parties to address and respond to the above issues. See also Department CX104 Guidelines for Approval of Class Action Settlements and PAGA Settlements ([www.occourts.org](http://www.occourts.org)). A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points. If required, an amendment to the settlement agreement shall be submitted, rather than an "amended settlement agreement," to streamline the court's review of the documents. The parties shall provide redlined copies of any revised documents (e.g., revised

settlement agreement, revised notice, revised proposed order).

Plaintiff is ordered to give notice, including to the LWDA, and to file a proof of service. Plaintiff must also serve the LWDA with any supplemental brief and any amended settlement documents, and file a proof of service.

# **EXHIBIT 2**

## William Tran

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**From:** DIR PAGA Unit <no-reply@formassembly.com>  
**Sent:** Wednesday, October 2, 2024 3:03 PM  
**To:** William Tran  
**Subject:** Thank you for your Proposed Settlement Submission

10/02/2024 03:02:22 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto: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](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

# **EXHIBIT 3**

## **FIRST AMENDED PAGA SETTLEMENT AGREEMENT**

This First Amended PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Adriana M. Chavira Armenta (“Plaintiff”) and defendant Collectors Universe, Inc. (“Collectors”). The Agreement refers to Plaintiff and Collectors collectively as “Parties,” or individually as “Party.” This Agreement supersedes and replaces the Parties’ original PAGA Settlement Agreement entered into on or about December 18, 2023.

### **1. DEFINITIONS.**

1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Collectors captioned *Adriana M. Chavira Armenta, et al. v. Collectors Universe, Inc.*, Case No. 30-2023-01336673, initiated on July 13, 2023, and pending in Superior Court of the State of California, County of Orange.

1.2. “Administrator” means CPT Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Settlement 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.

1.4. “Aggrieved Employee” means current and former California-based hourly non-exempt employees that worked for Collectors during the PAGA period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Collectors’ 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. "Approval Order" means the Court Order Granting Approval of PAGA Settlement.

1.8. "Collectors" means named Defendant, Collectors Universe, Inc.

1.9. "Court" means the Superior Court of California, County of Orange.

1.10. "Defense Counsel" means Payne & Fears LLP.

1.11. "Effective Date" means the date by when both of the following have occurred: (1) the Court enters a Judgment on its Order Approving the PAGA Settlement and (2) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the date on which all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals has expired; or (b) the date on which all post-judgment and appellate proceedings, motions to vacate judgment, motions for new trial, extraordinary writs, and appeals have been resolved and remitted to the Court's jurisdiction and judgment has thereafter been entered with no further rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, or appeals, or such rights have expired.

1.12. "Gross Settlement Amount" means One Million Dollars (\$1,000,000.00) which is the total amount Collectors agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14. "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.15. "LWDA" means the California Labor and Workforce Development Agency.

1.16. "LWDA PAGA Payment" means 75% of the PAGA Penalties, which are to be paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. "Net Settlement Amount" means the Gross Settlement Amount, less the following

payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18. “PAGA Counsel” means Lavi & Ebrahimian LLP, the attorneys representing the Plaintiff in the Action.

1.19. “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.

1.20. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Collectors for at least one day during the PAGA Period.

1.21. “PAGA Period” means the period from May 8, 2022, to ~~the date of the Court’s Order Approving the PAGA Settlement~~ December 31, 2023.

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

1.23. “PAGA Notice” means Plaintiff’s May 8, 2023 letter to Collectors and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (~~\$160,846.17~~ \$160,175) and the 75% to LWDA (~~\$482,538.50~~ \$480,525) in settlement of PAGA claims.

1.25. “Plaintiff” means Adriana M. Chavira Armenta, the named plaintiff in the Action.

1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.27. “Released Parties” means: Collectors and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parent organizations, subsidiaries, and affiliates.

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

## **2. RECITALS.**

2.1. On July 13, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Collectors for civil penalties pursuant to the Private Attorneys General Act of 2004 for alleged failures to (a) pay all wages for all hours worked at the legal minimum wage; (b) to pay wages for overtime hours worked at the overtime rate of pay; (c) to pay wages to hourly non-exempt employees for workdays that Defendant failed to provide legally required and compliant meal periods; (d) to pay wages to hourly non-exempt employees for workdays that Defendant failed to provide legally required and compliant rest periods; (e) to timely pay earned wages during employment; (f) to provide complete and accurate wage statements; and (g) to pay employees all wages due at time of termination/resignation. The Complaint is the operative complaint in the Action (the “Operative Complaint”). Collectors denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd. (a) Plaintiff gave timely written notice to Collectors and the LWDA by sending the PAGA Notice on May 8, 2023.

2.3. On September 22, 2023, the Parties participated in an all-day mediation presided over by David Phillips, Esq. at Signature Resolution, which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, time and pay records for Plaintiff and the Aggrieved Employees, as well as documents establishing Collectors’ policies, procedures, and practices.

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

### 3. MONETARY TERMS.

3.1. Gross Settlement Amount. Collectors shall pay \$1,000,000.00 and no more as the Gross Settlement Amount. Collectors has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 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 Collectors.

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 Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$333,333.33 and PAGA Counsel Litigation Expenses Payment of not to exceed \$1,5325,000.00. Collectors will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. 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 reduction shall not constitute a material change subject to Paragraph 6.4 and the Administrator will allocate the amounts by which the PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment were reduced to the PAGA Penalties. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from or related to any claim for or to any portion of the requested, or awarded, 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 approved by the Court 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 Collectors harmless, and indemnifies Collectors, 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

\$11,~~000~~750, 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 \$1~~51~~,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 amount of \$~~482,538.50~~ 640,700 ~~to be paid from the Gross Settlement Amount, with 75% (\$480,525) allocated to the LWDA~~ PAGA Payment and 25% (\$~~160,175~~160,846.17) 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 (\$~~160,175~~160,846.17) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. 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 1099 Forms.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods and Escalator Clause. Based on a review of its records to date, Collectors estimates there are 1,830 Aggrieved Employees who worked a total of 42,913 PAGA Pay Periods as of September 30, 2023. If the total number of PAGA Pay Periods exceeds 42,913 by more than 15%, Collectors shall have the sole option to: (i) increase the Gross Settlement Amount proportionally per additional pay period (i.e. if there is an ~~21~~16% increase in the total number of PAGA Pay Periods, Collectors will agree to increase the Gross Settlement Amount by 1%); or (ii) end the PAGA Period as of the date that the total number of PAGA Pay Periods reaches ~~20~~15% above the estimated numbers.

4.2. Aggrieved Employee Data. Within thirty (30) business days of the Approval Order, Collectors 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. Collectors 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. 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.

4.3. Funding of Gross Settlement Amount. Collectors shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than sixty (60) business days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Collectors funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, 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.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven (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 Collectors 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.** Once the Settlement is Fully Funded~~On the Effective Date,~~ Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff, on behalf of herself and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, ~~and as private attorney general acting on behalf of the State of California,~~ hereby release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding

such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

**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.**

5.2. Release by Aggrieved Employees. All 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.

5.3. 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 Notice.

~~5.4. Release by the State of California. The State of California, by and through Plaintiff acting as its private attorney general, is deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, on behalf of all Aggrieved Employees based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.~~

**6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to cooperate in the preparation and filing of an application or motion 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 Motion for Approval of PAGA Settlement, proposed Order

Granting Approval of PAGA Settlement, and proposed Judgment thereon; (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 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. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(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 Counsel 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 thirty (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 Approval Order to the Administrator and to the LWDA. Upon obtaining the Approval Order, PAGA Counsel shall submit a proposed Judgment to the Court.

6.3. 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.

6.4. Material Changes Ordered by The Court. 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. If, after good faith efforts, the Parties are unable to agree on a material change to this Agreement that is required by the Court, or approval of this Settlement is denied after the Parties have exhausted good faith efforts to modify the Agreement with a material change ordered by the Court, the Settlement will be deemed null and void, and the Parties will be returned to their respective positions as they existed prior to mediation as though this Agreement had not been reached.

**7. SETTLEMENT ADMINISTRATION.**

7.1. Selection of Administrator. The Parties have jointly selected CPT Group to serve as the Administrator and verified that, as a condition of appointment, CPT Group 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 to calculate payroll tax withholdings, if any, and provide reports to the appropriate 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. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, 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.

8.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, excluding any reductions to the requested PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment that are ordered by the Court, the Parties and 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.

## **9. ADDITIONAL PROVISIONS.**

9.1. 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 Collectors that any of the allegations in the Operative Complaint have merit or that Collectors has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Collectors' 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, Collectors reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Collectors' 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).

9.2. 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.

9.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Collectors, 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.

9.4. 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. 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 seek the assistance of a mediator and/or the Court for resolution.

9.5. 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.

9.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Collectors 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.

9.7. 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.

9.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

9.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will

begoverned by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

9.10. 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.

9.11. 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.

9.12. 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 Collectors 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 30 days after the Approval Order, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Collectors unless Collectors makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

9.13. 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.

9.14. 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.

9.15. 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 Adriana M. Chavira Armenta:

Joseph Lavi (jlavi@lelawfirm.com)

Vincent C. Granberry (vgranberry@lelawfirm.com)

William Tran (wtran@lelawfirm.com)

Arthur Adamian (aadamian@lelawfirm.com)

LAVI & EBRAHIMIAN, LLP

8889 W. Olympic Blvd., Suite 200

Beverly Hills, CA 90211

Telephone: (310) 432-0000

Facsimile: (310) 432-0001

To Collectors:

Alejandro Ruiz (agr@paynefears.com)

Blake Dillion (bad@paynefears.com)

PAYNE & FEARS LLP

4 Park Plaza, Suite 1100

Irvine, California 92614

Telephone: 949.851.1100

Facsimile: 949.851.1212

9.16. 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.

9.17. 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 583.30 for the entire period of this settlement process.

IN WITNESS THEREOF, the Parties hereto have so agreed.

DATED: \_\_\_\_\_, 2024<sup>43</sup>

Adriana M. Chavira Armenta

On behalf of herself, the State of California and the  
Aggrieved Employees as a private attorney general

DATED: \_\_\_\_\_, 2023

COLLECTORS UNIVERSE, INC.

By: \_\_\_\_\_  
NAME  
TITLE

**Approved as to Form and Content**

LAVI & EBRAHIMIAN LLP

DATED: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
JOSEPH LAVI  
VINCENT C. GRANBERRY  
WILLIAM TRAN  
ARTHUR ADAMIAN

Attorneys for Plaintiff Adriana M. Chavira  
Armenta and the Aggrieved Employees

DATED: \_\_\_\_\_, 2023

PAYNE & FEARS LLP

By: \_\_\_\_\_  
ALEJANDRO G. RUIZ  
BLAKE A. DILLION

Attorneys for Defendant Collectors Universe, Inc.

# **EXHIBIT 4**

LAW OFFICES OF  
**LAVI & EBRAHIMIAN, LLP**  
8889 W. OLYMPIC BLVD., SUITE 200  
BEVERLY HILLS, CALIFORNIA 90211  
TELEPHONE: (310) 432-0000  
FACSIMILE: (310) 432-0001  
WWW.LELAWFIRM.COM

May 8, 2023

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO  
LABOR CODE SECTION 2699.3**

To: California Labor and Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Suite 801  
Oakland, California 94612  
*Via Online Submission Only*

|                                                                                                                                                                                                                                   |                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>COLLECTORS UNIVERSE, INC.</u></b><br>Registered Agent for Service of Process<br>c/o Michele Taylor<br>1610 East St. Andrew Place, Suite 150<br>Santa Ana, CA 92705<br><b><u>Certified No.: 7022 3330 0002 1393 0514</u></b> | <b><u>COLLECTORS UNIVERSE, INC.</u></b><br>Attn: Legal Department<br>1610 East St. Andrew Place, Suite 150<br>Santa Ana, CA 92705<br><b><u>Certified No.: 7022 3330 0002 1393 0521</u></b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

From: ADRIANA M. CHAVIRA ARMENTA, on behalf of herself and all other current and former aggrieved California-based hourly non-exempt employees of COLLECTORS UNIVERSE, INC.

c/o Joseph Lavi, Esq.  
Vincent C. Granberry, Esq.  
Courtney M. Miller Esq.  
**LAVI & EBRAHIMIAN, LLP**  
8889 W. Olympic Boulevard, Suite 200  
Beverly Hills, California 90211  
Telephone: (310) 432-0000  
Facsimile: (310) 432-0001  
Email: [jlavi@lelawfirm.com](mailto:jlavi@lelawfirm.com)  
[vgranberry@lelawfirm.com](mailto:vgranberry@lelawfirm.com)  
[cmiller@lelawfirm.com](mailto:cmiller@lelawfirm.com)  
[WHT1@lelawfirm.com](mailto:WHT1@lelawfirm.com)

Our firm has been retained by aggrieved employee ADRIANA M. CHAVIRA ARMENTA concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA") against her employers, COLLECTORS UNIVERSE, INC.

I am filing this written notice with the Labor and Workforce Development Agency ("LWDA") pursuant to the provisions of the California Labor Code Sections 2699, 2699.3, and 2698, *et seq.* The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client's allegations of violations of the Labor Code by her Employer. In addition to submitting this letter and the \$75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

## **FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS**

Aggrieved employee ADRIANA M. CHAVIRA ARMENTA (“Employee”) was employed by COLLECTORS UNIVERSE, INC. (“Defendants” or “Employers”) as an hourly non-exempt employee from in or around November 2021, until on or about November 29, 2022.

### **1. Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked**

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” Labor Code section 1194 states, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to undergo off-the-clock bag checks prior to being permitted to clock-in for their start shifts, after clocking- out for meal breaks and after clocking- out for the end of their shifts.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employer’s failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer’s aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act (“PAGA”), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency (“LWDA”) against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer’s failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek statutory penalties under Labor Code section

226(a)(1) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

2. Failure to Pay Overtime Wages for Overtime Hours Work

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code section 510, subdivision (a), states in relevant part:

"Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 1194 provides, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees overtime wages for overtime hours worked due to Employer's policies, practices, and/or procedures including, but not limited to:

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to undergo off-the-clock bag checks prior to being permitted to clock-in for their start shifts, after clocking-out for meal breaks and after clocking-out for the end of their shifts.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers' failure to pay minimum wage for all the hours

Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employer when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employer failed to pay them at their overtime rate of pay for all the overtime hours they worked.

Employer's foregoing policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay overtime wages for overtime hours worked, Employee will seek statutory penalties under Labor Code 226(a)(1) because the failure to pay such overtime wages rendered Employee's and other current and former aggrieved, California-based, hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

3. Failure to Authorize or Permit Meal Periods in Violation of Labor Code Sections 512 and 226.7 and/or Failure to Pay Meal Period Premiums

Employee alleges that during her employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§226.7, 512; Wage Order 4, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code §226.7; Wage Order 4, §11.

Employee alleges that Employer failed to authorize or permit her and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Short/on-duty due to Employer requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to undergo off-the-clock bag checks after clocking- out for meal breaks;
- Discouraging off-premises meal breaks by requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to be subjected to off-the-clock bag checks process during meal breaks if they left Employer's premises during their meal breaks;
- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty (30) minutes for each workday that Employee and other current and former aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 11.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay meal period premiums and/or pay meal period premiums rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

4. Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7 and/or Failure to Pay Rest Period Premiums

Employee alleges that during her employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof...." Wage Order 4, § 12. "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more

than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement “obligates Employer to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 4 at § 12.

Employee alleges that Employer failed to authorize or permit her and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer’s policies, practices, and/or procedures including, but not limited to, the following:

- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10) net minutes on each workday that Employee and other current and former aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer’s failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay rest period premiums and/or pay rest period premiums rendered Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

5. *Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204*

Employee alleges that during his employment, Employer failed to timely pay Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ earned wages. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following

month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

As a derivative of Employee's claims above, Employee alleges that Employer failed to timely pay her and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 204. Employer's aforementioned policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

6. Failure to Provide Accurate Wage Statements

Labor Code section 226(a) states that "[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer...and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...."

Employee alleges that as a derivative of Employee's claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer's control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 226.

Based on these violations, Employee will seek civil penalties under Labor Code section 226.3, and PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

7. Failure to Timely Pay Final Wages

Labor Code section 201(a) states that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code section 202(a) continues, "[i]f an employee not having a written contract for a definite period quits his or

her employment, his or her wages shall become due and payable not later than 72 hours thereafter....” Finally, Labor Code section 203(a) provides, “[i]f an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days....”

As a result of the aforementioned violations of the Labor Code, Employee alleges that he was not paid his final wages in a timely manner as required by Labor Code section 203. Earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) (all described above), were not paid at the time of Employee’s separation of employment. Employee is informed and believes and thereon alleges that former aggrieved California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code sections 201, 202, and 203.

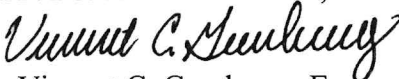
Based on these violations, Employee will seek civil penalties under PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

8. Employer’s Other Violations of the California Labor Code

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 (“*Huff*”), as an aggrieved employee, Employee has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against the employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

**CONCLUSION**

My client intends to file a representative action pursuant to PAGA concerning his wage claims as warranted by Employer’s violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and the IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employer’s violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,  
**LAVI & EBRAHIMIAN, LLP**  
  
Vincent C. Granberry, Esq.

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Santa Ana, CA 92705

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c/o Michele Taylor  
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Santa Ana, CA 92705



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Chavira v. Collectors Universe, Inc.

JL/VG/WHTL/YR-PAGA letter

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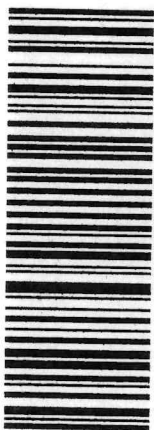
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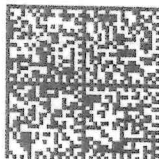
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LAW OFFICES OF  
**LAVI & BRAHIMIAN, LLP**  
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1610 East St. Andrew Place, Suite 150  
Santa Ana, CA 92705

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☐ Adult Signature Restricted Delivery \$

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COLLECTORS UNIVERSE, INC.

Attn: Legal Department

1610 East St. Andrew Place, Suite 150

Santa Ana, CA 92705

PS Form 3800, April 2013 PSN 7530-02-000-9047

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

COLLECTORS UNIVERSE, INC.  
Attn: Legal Department  
1610 East St. Andrew Place, Suite 150  
Santa Ana, CA 92705



9590 9402 7863 2234 1667 10

2. Article Number (Transfer from service label)

7022 3330 0002 1393 0521

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail
- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☒ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

USPS TRACKING #



9590 9402 7863 2234 1667 10



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

United States  
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box\*

Lavi & Ebrahimian, LLP  
8889 W. Olympic Blvd., Suite 200  
Beverly Hills, California 90211

Chavira v. Collectors Universe, Inc.

JL/VG/WHT1/42-PAGA letter

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

COLLECTORS UNIVERSE, INC.  
Attn: Legal Department  
1610 East St. Andrew Place, Suite 150  
Santa Ana, CA 92705



9590 9402 7863 2234 1667 10

2. Article Number (Transfer from service label)

7022 3330 0002 1393 0521

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

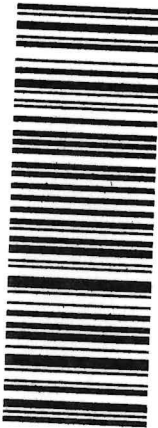
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

all Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

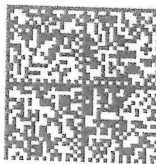
Domestic Return Receipt

LAW OFFICES OF  
**LAVI & EBRAHIMIAN, LLP**  
8889 W. OLYMPIC BLVD., SUITE 200  
BEVERLY HILLS, CALIFORNIA 90211



7022 3330 0002 1393 0521

FIRST-CLASS



ZIP 90211  
02 7H  
0006127620  
MAY 08 2023

**\$ 008.34<sup>0</sup>**

**COLLECTORS UNIVERSE, INC.**

Attn: Legal Department  
1610 East St. Andrew Place, Suite 150  
Santa Ana, CA 92705

## William Tran

---

**From:** noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>  
**Sent:** Monday, May 8, 2023 4:05 PM  
**To:** Yolanda Ramirez  
**Subject:** [SPF ERROR] Thank you for submission of your PAGA Case.

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

5/8/2023

LWDA Case No. LWDA-CM-953587-23  
Law Firm : Lavi and Ebrahimian, LLP  
Plaintiff Name : Adriana M. Chavira Armenta  
Employer: Collectors Universe, Inc.  
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](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [https://url.emailprotection.link/?bz3kk\\_ZWVWxJUPEvHuwKLGXo-EhgNqnqj3QonILkQjRVq0B\\_L7WVY-NLX5OTVx0xO5Bpqw7\\_mcX7RfyX0YuiWdz1y8IBJDHXa5oWRe5hivVtHxUX9IX6udii6JfwJuz2C](https://url.emailprotection.link/?bz3kk_ZWVWxJUPEvHuwKLGXo-EhgNqnqj3QonILkQjRVq0B_L7WVY-NLX5OTVx0xO5Bpqw7_mcX7RfyX0YuiWdz1y8IBJDHXa5oWRe5hivVtHxUX9IX6udii6JfwJuz2C)

# **EXHIBIT 5**

**CASE: ADRIANA M. CHAVIRA ARMENTA v. COLLECTORS UNIVERSE, INC.**

Case No.: 30-2023-01336673-CU-OE-CXC

**CONTEMPORANEOUS TIME RECORDS**

| <b>Key Initials:</b> | <b>Attorneys:</b> |
|----------------------|-------------------|
| JL                   | Joseph Lavi       |
| VG                   | Vincent Granberry |
| WT                   | William Tran      |
| AA                   | Arthur Adamian    |

| <b>DATE</b> | <b>NAME</b> | <b>DESCRIPTION</b>                                                                                                                                                                     | <b>HOURS</b> |
|-------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 01/27/2023  | VG          | Review Initial Docs re: Intake, Paystubs, Termination Letter, etc.                                                                                                                     | 1.4          |
| 01/27/2023  | VG          | Prepare for Legal Intake with Plaintiff                                                                                                                                                | 0.7          |
| 01/30/2023  | VG          | Communication with Plaintiff: Legal Intake prior to retention of Plaintiff                                                                                                             | 2.4          |
| 01/30/2023  | VG          | Prepare Notes from Intake for legal theories and potential causes of action.                                                                                                           | 1.8          |
| 01/30/2023  | VG          | Draft. Client Spanish Retainer                                                                                                                                                         | 2.3          |
| 01/30/2023  | VG          | Create file for Plaintiff's Initial Docs and upload the Intake Notes                                                                                                                   | 1.3          |
| 01/30/2023  | VG          | Communications with Plaintiff re Client's Retainer with Additional Documents                                                                                                           | 4.1          |
| 01/31/2023  | VG          | Review Fully Executed: Client's Retainer with Additional Documents                                                                                                                     | 0.8          |
| 05/07/2023  | WT          | Draft. Notice Of Labor Code Violations Pursuant to Labor Code Section 2699.3                                                                                                           | 3.7          |
| 05/08/2023  | VG          | Review Notice Of Labor Code Violations Pursuant to Labor Code Section 2699.3                                                                                                           | 1.3          |
| 05/08/2023  | WT          | Final. Notice Of Labor Code Violations Pursuant to Labor Code Section 2699.3                                                                                                           | 0.8          |
| 05/08/2023  | WT          | Submit Notice Of Labor Code Violations Pursuant to Labor Code Section 2699.3 to LWDA and mail out to Defendant(s)                                                                      | 1.5          |
| 06/20/2023  | WT          | Draft. Joint Stipulation to Strike Plaintiff's Class Allegations and Stay Plaintiff's Individual Claims Pending Arbitration and Order Approving (3 Pgs.)                               | 1.2          |
| 06/20/2023  | WT          | Sent to Opposing Counsel for review. Joint Stipulation to Strike Plaintiff's Class Allegations and Stay Plaintiff's Individual Claims Pending Arbitration and Order Approving (3 Pgs.) | 0.2          |
| 06/21/2023  | WT          | Finalized and Filed. Joint Stipulation to Strike Plaintiff's Class Allegations and Stay Plaintiff's                                                                                    | 0.5          |

|            |    |                                                                                                |     |
|------------|----|------------------------------------------------------------------------------------------------|-----|
|            |    | Individual Claims Pending Arbitration and Order Approving (3 Pgs.)                             |     |
| 06/22/2023 | WT | Communication w/ Opposing Counsel re potential mediation                                       | 0.8 |
| 06/28/2023 | WT | Communication w/ Mediator re: Scheduling Mediation (September 22, 2023)                        | 0.3 |
| 07/13/2023 | WT | Draft. Plaintiff Adriana M. Chavira Armenta's Complaint (12 Pgs.)                              | 1.5 |
| 07/13/2023 | WT | Finalized and Filed. Plaintiff Adriana M. Chavira Armenta's Complaint (12 Pgs.)                | 1.2 |
| 07/13/2023 | WT | Finalized and Filed. Civil Case Cover Sheet (2 Pgs.)                                           | 0.2 |
| 07/13/2023 | WT | Finalized and Filed. Summons (1 Pg.)                                                           | 0.2 |
| 07/14/2023 | WT | External Communication w/ Opposing Counsel re request for informal discovery                   | 1.2 |
| 08/08/2023 | WT | External Communication w/ Labor and Workforce Development Agency re Court Complaint Submission | 0.4 |
| 08/14/2023 | WT | Draft. Notice and Acknowledgment of Receipt – Civil (1 Pg.)                                    | 0.3 |
| 08/14/2023 | WT | Final. Notice and Acknowledgment of Receipt – Civil (23 Pgs.)                                  | 0.3 |
| 08/14/2023 | WT | Correspondence. NAR on Defendant Collector's Universe, Inc. (25 Pgs.)                          | 0.2 |
| 08/24/2023 | WT | External Communications w/ Opposing Counsel re request for informal discovery                  | 0.3 |
| 09/12/2023 | WT | Review. Data Produced by Defendant for Mediation                                               | 6.5 |
| 09/12/2023 | WT | External Communications. William Tran to Expert re: Data Analysis                              | 1.5 |
| 09/18/2023 | WT | Review. Notice of Case Reassignment (2 pgs.)                                                   | 0.1 |
| 09/19/2023 | WT | Communication w/ Expert re :Case Analysis                                                      | 2.1 |
| 09/19/2023 | JL | Communication w/ Expert re :Case Analysis                                                      | 1.3 |
| 09/19/2023 | WT | Review. Case Analysis                                                                          | 2.1 |
| 09/19/2023 | JL | Review. Case Analysis                                                                          | 2.1 |
| 09/21/2023 | WT | Draft. Plaintiff's Confidential Mediation Brief                                                | 4.3 |
| 09/21/2023 | JL | Review Draft Plaintiff's Confidential Mediation Brief                                          | 1.3 |
| 09/21/2023 | JL | Finalize Plaintiff's Confidential Mediation Brief                                              | 0.5 |
| 09/21/2023 | JL | Send Plaintiff's Confidential Mediation Brief to Mediator                                      | 0.3 |
| 09/22/2023 | JL | Attend Full-Day Mediation                                                                      | 9.5 |
| 09/22/2023 | WT | Attend Full-Day Mediation                                                                      | 9.5 |
| 09/22/2023 | JL | Communication w/ Mediator re Mediator's Proposal                                               | 1.5 |
| 09/22/2023 | JL | Communication w/ Plaintiff re Mediator's Proposal                                              | 1.6 |
| 09/28/2023 | JL | Communication w/ Mediator re: acceptance of Mediator's Proposal                                | 0.5 |

|            |    |                                                                                                                                    |     |
|------------|----|------------------------------------------------------------------------------------------------------------------------------------|-----|
| 10/04/2023 | JL | Communication w/ Opposing Counsel re Plaintiff's Notice of Settlement                                                              | 0.2 |
| 10/04/2023 | JL | Draft. Plaintiff's Notice of Settlement (2 Pgs.)                                                                                   | 0.5 |
| 10/04/2023 | WT | Finalized and Filed. Plaintiff's Notice of Settlement (3 Pgs.)                                                                     | 0.4 |
| 10/20/2023 | AA | Review 1 <sup>st</sup> Draft. PAGA Settlement Agreement sent by Opposing Counsel (16 Pgs.)                                         | 3.5 |
| 10/20/2023 | AA | Send 1 <sup>st</sup> Draft. PAGA Settlement Agreement to Opposing Counsel to review                                                | 0.2 |
| 10/31/2023 | AA | BIDS- ILYM Group- Administration Quote (3 Pgs.)                                                                                    | 0.2 |
| 10/31/2023 | AA | BIDS- Phoenix Class Administration Solutions.- Administration Quote (4 Pgs.)                                                       | 0.2 |
| 11/01/2023 | AA | BIDS- Simpluris.- Administration Quote (5 Pgs.)                                                                                    | 0.2 |
| 11/01/2023 | AA | BIDS- CPT Group, Inc.- Administration Quote (5 Pgs.)                                                                               | 0.2 |
| 11/09/2023 | AA | Review Opposing Counsel's edits to 2 <sup>nd</sup> Draft PAGA Settlement Agreement                                                 | 1.4 |
| 11/13/2023 | AA | Send 2 <sup>nd</sup> Draft. PAGA Settlement Agreement and Administrator bids to Opposing Counsel (17 Pgs.)                         | 0.4 |
| 12/06/2023 | AA | Review Opposing Counsel's edits to 3 <sup>rd</sup> Draft. PAGA Settlement Agreement (16 Pgs.)                                      | 1.6 |
| 12/08/2023 | AA | Send 3 <sup>rd</sup> Draft. PAGA Settlement Agreement to Opposing Counsel (16 Pgs.)                                                | 0.6 |
| 12/11/2023 | WT | Review Opposing Counsel's edits to 4 <sup>th</sup> Draft. PAGA Settlement Agreement (16 Pgs.)                                      | 0.5 |
| 12/11/2023 | WT | Finalize. PAGA Settlement Agreement                                                                                                | 2.0 |
| 12/12/2023 | JL | Communication with Plaintiff re execution of settlement agreement                                                                  | 1.2 |
| 12/18/2023 | WT | Draft. Plaintiff's Notice of Settlement (2 Pgs.)                                                                                   | 0.3 |
| 12/18/2023 | WT | Final and Filed. Plaintiff's Notice of Settlement (3 Pgs.)                                                                         | 0.3 |
| 12/20/2023 | WT | Review. Minute Order re: ADR Review hearing- 06/14/2024 (2 Pgs.)                                                                   | 0.4 |
| 01/17/2024 | AA | Draft Declaration of Plaintiff's Counsel in Support of Plaintiff's Motion for Approval of Private Attorney General Act Settlement  | 6.7 |
| 01/18/2024 | AA | Draft Plaintiff's Notice of Motion and Motion for Approval of Private Attorney General Act Settlement                              | 4.3 |
| 01/18/2024 | WT | Review Declaration of Plaintiff's Counsel in Support of Plaintiff's Motion for Approval of Private Attorney General Act Settlement | 4.4 |
| 01/18/2024 | WT | Review Plaintiff's Notice of Motion and Motion for Approval of Private Attorney General Act Settlement                             | 3.5 |
| 01/19/2024 | AA | Send to Opposing Counsel for review Drafts of Plaintiff's Notice of Motion and Motion for Approval                                 | 0.5 |

|            |    |                                                                                                                                                                                         |     |
|------------|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
|            |    | of Private Attorney General Act Settlement and Declaration of William Tran ISO thereof                                                                                                  |     |
| 01/26/2024 | AA | Draft Proposed Order Granting Plaintiff's Motion for Approval of Private Attorney General Act Settlement                                                                                | 2.5 |
| 01/26/2024 | WT | Review Draft Proposed Order Granting Plaintiff's Motion for Approval of Private Attorney General Act Settlement                                                                         | 0.8 |
| 01/26/2024 | WT | Review Opposing Counsel's edits/comments to Plaintiff's Notice of Motion and Motion for Approval of Private Attorney General Act Settlement and Declaration of William Tran ISO thereof | 1.4 |
| 01/30/2024 | WT | Finalized and Filed. Declaration of William Tran in Support of Plaintiff's Motion for Approval of Private Attorney General Act Settlement (91 pgs.)                                     | 1.5 |
| 01/30/2024 | WT | Finalized and Filed. Plaintiff's Notice of Motion and motion for Approval of Private Attorney General Act Settlement (23 Pgs.)                                                          | 1.5 |
| 01/30/2024 | WT | Finalized and Filed. Proposed Order Granting Plaintiff's Motion for Approval of Private Attorney General Act Settlement (4 Pgs.)                                                        | 0.5 |
| 04/09/2024 | AA | Draft. Notice of Errata Regarding the Notice of PAGA Settlement and Release                                                                                                             | 1.0 |
| 04/09/2024 | AA | Finalized and Filed. Notice of Errata Regarding the Notice of PAGA Settlement and Release (6 Pgs.)                                                                                      | 0.5 |
| 05/23/2024 | WT | Review. Minute Order re: Tentative Ruling (4 Pgs.)                                                                                                                                      | 0.8 |
| 05/23/2024 | AA | Review. Minute Order re: Tentative Ruling (4 Pgs.)                                                                                                                                      | 1.3 |
| 08/06/2024 | AA | Draft. Plaintiff's Notice of Court's Minute Order dated May 23, 2024                                                                                                                    | 0.8 |
| 09/13/2024 | AA | Draft. Client Cost letter Supplemental Briefing                                                                                                                                         | 1.1 |
| 09/09/2024 | AA | 1 <sup>st</sup> Draft. First Amended PAGA Settlement Agreement (Supplemental Briefing)                                                                                                  | 2.5 |
| 09/09/2024 | AA | 1 <sup>st</sup> Draft. Notice of PAGA Settlement and Release (Supplemental Briefing)                                                                                                    | 1.3 |
| 09/09/2024 | AA | 1 <sup>st</sup> Draft. Plaintiff's Supplemental Briefing in Support of the Motion for Approval of PAGA Settlement; Declaration of Arthur Adamian                                        | 5.5 |
| 09/12/2024 | WT | Review 1 <sup>st</sup> Drafts of PAGA Settlement Agreement, Notice, and Supplemental Briefing                                                                                           | 3.8 |
| 09/13/2024 | AA | Sent 1 <sup>st</sup> Drafts of PAGA Settlement Agreement, Notice, and Supplemental Briefing for Opposing Counsel's review                                                               | 0.2 |
| 09/24/2024 | AA | Review Opposing Counsel's comments and edits to 1 <sup>st</sup> Drafts of PAGA Settlement Agreement, Notice, and Supplemental Briefing                                                  | 2.1 |
| 09/24/2024 | AA | 2 <sup>nd</sup> Draft. Notice of PAGA Settlement and Release (Supplemental Briefing)                                                                                                    | 0.5 |

|                            |    |                                                                                                                                               |                      |
|----------------------------|----|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 09/24/2024                 | AA | 2 <sup>nd</sup> Draft. First Amended PAGA Settlement Agreement (Supplemental Briefing)                                                        | 0.7                  |
| 09/24/2024                 | AA | 2 <sup>nd</sup> Plaintiff's Supplemental Briefing in Support of the Motion for Approval of PAGA Settlement; Declaration of Arthur Adamian     | 0.5                  |
| 09/25/2024                 | WT | Review 2 <sup>nd</sup> Drafts of PAGA Settlement Agreement, Notice, and Supplemental Briefing                                                 | 0.5                  |
| 09/26/2024                 | AA | Review 2 <sup>nd</sup> Drafts of PAGA Settlement Agreement, Notice, and Supplemental Briefing                                                 | 0.7                  |
| 09/26/2024                 | AA | Sent 2 <sup>nd</sup> Drafts of PAGA Settlement Agreement, Notice, and Supplemental Briefing for Opposing Counsel's review                     | 0.5                  |
| 09/30/2024                 | AA | Finalize First Amended PAGA Settlement Agreement and circulate for execution                                                                  | 0.5                  |
| 10/02/2024                 | WT | Discuss with Plaintiff to execute First Amended PAGA Settlement (16 Pgs.)                                                                     | 1.0                  |
| 10/02/2024                 | WT | Communication w/ Labor and Workforce Development Agency re: proposed Settlement                                                               | 0.6                  |
| 10/02/2024                 | WT | Review and Finalize Notice of PAGA Settlement and Release (Supplemental Briefing)                                                             | 1.0                  |
| 10/03/2024 –<br>10/07/2024 | WT | Review and Finalize Supplemental Briefing in Support of the Motion for Approval of PAGA Settlement; Declaration of William Tran               | 3.0                  |
| 10/07/2024                 | WT | Compile corresponding exhibits to Supplemental Briefing in Support of the Motion for Approval of PAGA Settlement; Declaration of William Tran | 1.0                  |
| 10/08/2024                 | WT | Filing Supplemental Briefing in Support of the Motion for Approval of PAGA Settlement; Declaration of William Tran; and Exhibits              | Anticipated Time 0.5 |

# **EXHIBIT 6**

LAW OFFICES OF  
**LAVI & EBRAHIMIAN, LLP**  
8889 W. OLYMPIC BLVD., SUITE 200  
BEVERLY HILLS, CALIFORNIA 90211  
TELEPHONE: (310) 432-0000  
FACSIMILE: (310) 432-0001  
WWW.LELAWFIRM.COM

October 8, 2024

**VIA PERSONAL DELIVERY**

Adriana M. Chavira Armenta  
10902 Palma Vista Ave., Apt. #3  
Garden Grove, CA 92840  
E-mail: [chaviraadriana76@gmail.com](mailto:chaviraadriana76@gmail.com)

**RE: Adriana M. Chavira Armenta vs. Collectors Universe, INC.**  
Orange County Superior Court Case No.: 30-2023-01336673-CU-OE-CXC  
(PAGA Action)

Dear Ms. Chavira:

Please find listed below a breakdown of the professional costs and fees associated with your case titled Adriana M. Chavira Armenta vs. Collectors Universe, INC.

**COSTS AND FEES ADVANCED BY LAVI & EBRAHIMIAN, LLP**

| DATE       | ITEM                                                                            | COST        |
|------------|---------------------------------------------------------------------------------|-------------|
|            | <b>GROSS SETTLEMENT AMOUNT</b>                                                  | \$1,000,000 |
|            |                                                                                 |             |
|            | <b>ORANGE COUNTY SUPERIOR COURT</b>                                             |             |
| 07/20/2023 | Summons and Complaint Filing Fee [PAGA Action]                                  | \$1,435.00  |
|            |                                                                                 |             |
|            | <b>DDS LEGAL SERVICES</b>                                                       |             |
| 07/13/2023 | Court Filing re: New PAGA Case; Civil Case Cover Sheet, PAGA Complaint, Summons | \$75.25     |
| 10/04/2023 | Court Filing re: Plaintiff's Notice of Settlement                               | \$32.20     |
|            |                                                                                 |             |
|            | <b>SIGNATURE RESOLUTION</b>                                                     |             |
| 06/20/2023 | Plaintiff's Portion re: ½ Mediation Services Fee                                | \$7,450.00  |
|            |                                                                                 |             |
|            | <b>BERGER CONSULTING GROUP</b>                                                  |             |
| 10/16/2023 | Expert re: Economic Data Analysts (Invoice # 9780)                              | \$2,250.00  |
|            |                                                                                 |             |

Adriana M. Chavira Armenta

Adriana M. Chavira Armenta vs. Collectors Universe, INC.

January 16, 2024

Page 2 of 2

|            |                                                 |                    |
|------------|-------------------------------------------------|--------------------|
|            | <b>LABOR &amp; WORKFORCE DEVELOPMENT AGENCY</b> |                    |
| 05/08/2023 | PAGA Initial Filing Fee                         | \$75.00            |
|            |                                                 |                    |
|            | <b>Total Costs and Expenses</b>                 | <b>\$11,532.00</b> |
|            | <b>Attorney's Fees (33%)</b>                    | \$TBD              |
|            | <b>Total Fees and Costs</b>                     | \$TBD              |

Please note that by law I am required to give you the itemization of the above-referenced costs and fees incurred by my office on your behalf. Please review it carefully.

If you have any questions concerning the costs and fees, please do not hesitate to call me. If you agree with the itemization of costs and fees, please kindly initial the bottom right hand side of every page of this letter and sign the last page on your signature box and send it to me.

It was a pleasure representing you in this matter. I wish you success in your future endeavors.

Very truly yours;

**LAVI & EBRAHIMIAN, LLP**

Joseph Lavi, Esq.

I, **Adriana M. Chavira Armenta**, have read the above-stated costs and fees and consent and agree to their accuracy. I acknowledge that I have been given the opportunity to ask any questions concerning the fees and costs concerning my lawsuit. I, **Adriana M. Chavira Armenta**, agree to the disbursement of my settlement funds in connection with my lawsuit in the manner set forth above. I also understand and agree that Lavi & Ebrahimian, LLP is **NOT** responsible for any liens placed on my file of which Lavi & Ebrahimian, LLP is unaware and that it is NOT aware of any such liens.

I also acknowledge that Lavi & Ebrahimian, LLP has advised me that they are not tax advisers, nor are they qualified to give tax advice concerning what income tax I may owe as a result of this settlement. I acknowledge that Lavi & Ebrahimian, LLP has urged and recommended that I consult a qualified tax adviser regarding the income tax implications of this settlement. I further consent to my attorneys scanning all the documents pertaining to my case in lieu of storing the actual copies.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Adriana M. Chavira Armenta

# **EXHIBIT 7**

**Signature Resolution**

633 West 5<sup>th</sup> Street, Suite 1000  
Los Angeles, California 90071  
(213) 622-1002

# SIGNATURE RESOLUTION

## PAID

**BILL TO**

Joseph Lavi, Esq.  
Vincent C. Granberry, Esq.  
Courtney M. Miller, Esq.  
William Tran, Esq.

**LAVI & EBRAHIMIAN, LLP**

8889 West Olympic Boulevard  
Suite 200  
Beverly Hills, CA 90211

6/20/2023

Online Payment

-VISA (0947)

See 2nd Page for  
Payment Receipt.

**INVOICE NO. 47924**

DATE 06/16/2023

DUE DATE 08/23/2023

**CASE NAME**

Chavira Armenta v.  
Collectors Universe, Inc.

**NEUTRAL**

David Phillips, Esq.

**COUNSEL FOR**

Adriana M. Chavira Armenta

| DATE       | SERVICE                     | QTY  | RATE      | AMOUNT   |
|------------|-----------------------------|------|-----------|----------|
| 09/22/2023 | One Time Administrative Fee | 1    | 450.00    | 450.00   |
| 09/22/2023 | 50% of Full Day Mediation   | 0.50 | 14,000.00 | 7,000.00 |

Please make all checks payable to:  
Signature Resolution LLC.

**TOTAL****\$7,450.00**

Our Tax ID number is 82-2623581.

**BALANCE DUE****\$7,450.00**

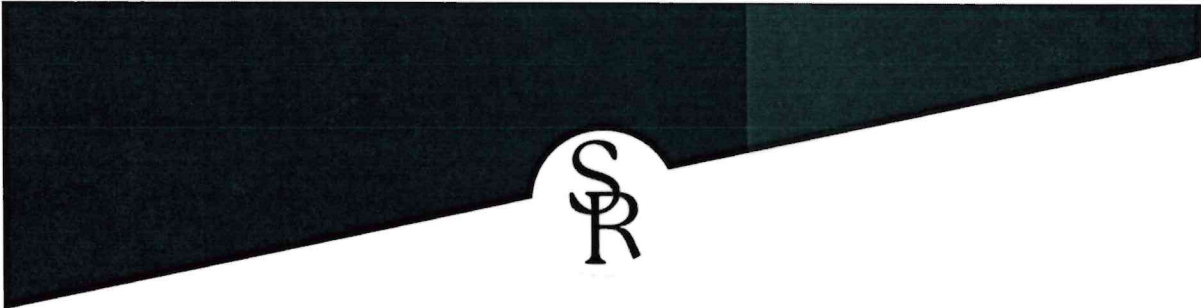
We appreciate your business.

---

633 W. 5th Street, Suite 1000, Los Angeles, CA 90071  
Tel: 213-622-1002 | SignatureResolution.com

Fatima Marchan

**From:** Signature Resolution, LLC <receipts+acct\_1KDypbHzVjaUYFQX@stripe.com>  
**Sent:** Tuesday, June 20, 2023 2:51 PM  
**To:** Fatima Marchan  
**Subject:** Your Signature Resolution, LLC receipt [#1382-4178]



Receipt from Signature Resolution, LLC

Receipt #1382-4178

| AMOUNT PAID | DATE PAID                | PAYMENT METHOD |
|-------------|--------------------------|----------------|
| \$7,450.00  | Jun 20, 2023, 2:49:44 PM | VISA - 0947    |

SUMMARY  
PR19852

|                     |            |
|---------------------|------------|
| Invoice PR19852 × 1 | \$7,450.00 |
|---------------------|------------|

|                |            |
|----------------|------------|
| Amount charged | \$7,450.00 |
|----------------|------------|

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[support@signatureresolution.com](mailto:support@signatureresolution.com) or call at +1 866-208-5359.

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Multiple Invoices  
from different cases  
Were Paid in  
this transaction.

Payment receipt

You paid \$8,900.00

to Berger Consulting Group on 10/16/2023

|                |            |
|----------------|------------|
| Invoice no.    | BCG9862    |
| Invoice amount | \$8,900.00 |
| Total          | \$8,900.00 |

|                  |              |
|------------------|--------------|
| Status           | Paid         |
| Payment method   | Credit Card  |
| Authorization ID | MQ0197744531 |

Thank you



Berger Consulting Group

+1 8008051360

[www.bergerconsultinggroup.com](http://www.bergerconsultinggroup.com) |

[accounting@bergerconsultinggroup.com](mailto:accounting@bergerconsultinggroup.com)

PO Box 261954, Encino, CA 91426

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# **EXHIBIT 8**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX

ADRIANA M. CHAVIRA ARMENTA, on  
behalf of herself and current and former  
aggrieved employees

Plaintiff,

vs.

COLLECTORS UNIVERSE, INC.; and DOES  
1 to 100, inclusive,

Defendants.

**NOTICE OF PAGA SETTLEMENT AND  
RELEASE**

To [NAME]:

The enclosed check is your share of a court-approved representative action settlement between Plaintiff Adriana M. Chavira Armenta (“Plaintiff”), and Defendant Collectors Universe, Inc. (“Defendant”) in the matter of Adriana M. Chavira Armenta, on behalf of herself and other aggrieved employees v. Collectors Universe, Inc., Orange County Superior Court Case No. 30-2023-01336673-CU-OE-CXC (“the Action”).

On July 13, 2023, Plaintiff filed the Action against Defendant as the representative of the State of California and Defendant’s other current and former hourly or non-exempt employees that worked in California. Plaintiff asserted claims against Defendant under California Labor Code § 2698 *et seq.*, also known as the Private Attorneys General Act (“PAGA”), alleging violations of wage and hour laws including failure to pay the minimum wage rate of pay for all hours worked; failure to pay overtime wages for overtime hours worked; failure to authorize or permit meal periods or pay a meal period premium in lieu thereof; failure to authorize or permit rest periods or pay a rest period premium in lieu thereof; failure to timely pay earned wages during employment; failure to provide accurate wage statements; and failure to pay all wages due and owing upon separation of employment. \_

On September 22, 2023, the Parties participated in an all-day mediation presided over by David Phillips, Esq. at Signature Resolution, which led to this Agreement to settle the Action.

Prior to mediation, Plaintiff obtained, through informal discovery, time and pay records for Plaintiff and the Aggrieved Employees, as well as documents establishing Collectors’ policies, procedures, and practices.

Defendant denies any liability or wrongdoing and contends, among other things, that it has complied at all times with the California Labor Code, the related California Wage Orders, and all other state and federal wage laws, and further contends that the Action is without merit. Defendant has agreed to settle the case as part of a compromise with Plaintiff following a mediation with an experienced and well-respected mediator David Phillips, Esq. The proposed settlement is not an admission of liability by Defendant. Throughout the course of litigation in the Action, Defendant has denied any liability or wrongdoing, or that any compensable injury arose out of any of the matters alleged. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the Action or that it can or should proceed as a PAGA representative action.

Pursuant to the Court’s Order, a payment of \$1,000,000.00 was approved in settlement of the Action. After accounting for Plaintiff’s Counsel’s attorneys’ fees and reimbursement of litigation costs, administration of the settlement, ~~and Plaintiff’s enhancement payment~~, the remaining sum is \$8643,384.67—. This sum, called the “Net Settlement Amount” will be divided pursuant to California law as follows: \$482,538.50 —(75%) to the State of California Labor Workforce Development Agency and \$———160,846.17 (25%) to all employees considered to be a member of the “PAGA Group” under the Action, to be shared on a proportionate basis. “PAGA Group” is defined as all non-exempt current or former employees of Defendant within the State of California at

any time during the time period from ~~September 15, 2020~~ May 8, 2022' through \_\_\_\_\_ December 31, 2023.

The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$160,846.17) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the individual PAGA Payments on IRS 1099 Forms.

All 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.

~~As a member of the PAGA Group, you are covered by this settlement. Per the Court's final judgment in the Action, the PAGA Group releases Defendant, Defendant's subsidiaries, parents, predecessors, successors, affiliates, and related entities for any PAGA claims based on Defendant's alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide meal or pay a meal period premium in lieu thereof, failure to authorize and permit rest periods or pay a rest period premium in lieu thereof, failure to timely pay wages during employment, failure to provide accurate itemized wage statements, failure to timely pay wages at termination, and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the Plaintiff's Complaint and PAGA Notice to the LWDA, from May 8, 2022 through \_\_\_\_\_. This means that you are not able to pursue a PAGA lawsuit against Defendant based on such claims. A full list of the released claims and Released Parties is contained in the court's Order granting settlement of the Action.~~

The enclosed check is your share of the settlement. The payment amount was calculated based on the number of pay periods you worked for Defendant as a member of the PAGA Group between May 8, 2022 through \_\_\_\_\_ December 31, 2023, as determined by Defendant's business records. Because this calculation was approved by the Court, the amount of your payment is final and cannot change. In the event you cash the enclosed check, you may receive an IRS Form 1099 for your portion of the settlement, if deemed required by the Settlement Administrator (in compliance with IRS guidelines). Please note that no taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. You should consult with your own tax professional or accountant with regard to any questions that you may have concerning any taxes that may be due.

Your enclosed check is valid for 180 days from the date of its issuance. After that date, you cannot cash the check and it will be null and void. Funds attributable to such uncashed checks will be sent to the State of California Unclaimed Property Fund in your name. You are bound by the settlement and release of claims based on the Court's final judgment whether or not you cash or deposit the enclosed check. Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Action.

If you have any questions or would like more information about the settlement or the Action, you may contact the Settlement Administrator at CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, (800) 542-0900 or go to the Settlement Administrator's website at \_\_\_\_\_. The Settlement Administrator's website will contain key documents including the operative complaint, the PAGA Notice Letter to the LWDA, and the Settlement ~~or you may review the papers, pleadings and records on file with the Court by scheduling an appointment with the clerk of the Los Angeles Orange County Superior Court Agreement, this Notice, and the order granting approval and judgment of this Action. The judgment will be on the website for at least 180 days. You can also telephone Class Plaintiff's Counsel at (310) 432 0000. You can also consult the Orange County Superior Court website <https://civilwebshopping.occourts.org/Search.do#searchAnchor> and entering the Case Number for the Action, Case No. No. 30-2023-01336673.-~~