

Joseph Lavi, Esq. (SBN 209776)
jlavi@lelawfirm.com
Vincent C. Granberry, Esq. (SBN 276483)
vgranberry@lelawfirm.com
William Tran, Esq. (SBN 335908)
wtran@lelawfirm.com
Arthur Adamian, Esq. (SBN 348428)
aadamian@lelawfirm.com
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

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

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.

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

*[Assigned for All Purposes to Hon. Melissa R.
McCormick, Dept. CX104]*

**DECLARATION OF WILLIAM TRAN IN
SUPPORT OF PLAINTIFF’S MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT**

*[Filed concurrently with the Notice of Motion
and Motion for Approval of Private Attorneys
General Act Settlement; [Proposed] Order]*

Hearing Information:

Date: May 23, 2024

Time: 2:00 PM

Dept.: CX104

Res ID:

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

I, William Tran, declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am an attorney at Lavi & Ebrahimiyan, LLP and am co-counsel for Plaintiff ADRIANA M. CHAVIRA ARMENTA (“Plaintiff”), aggrieved employees, and the State of California as private attorney general. I am a member in good standing of all State and Federal District Courts of California.

2. Based on my assignment to this case and familiarity with the file in this matter, I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto. I am submitting this declaration in support of Plaintiff's Notice of Motion and Motion for Approval of Private Attorneys General Act Settlement.

11

3. The attorneys at our office are experienced and qualified to evaluate the PAGA claims and to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses.

4. I, and the law firm of Lavi & Ebrahimiian, LLP, have almost exclusively practiced in the area of labor and employment law.

5. I graduated from University of California College of the Law, San Francisco (formerly UC Hastings) in 2020. I have been in practice with the law firm of Lavi & Ebrahimi, LLP since February 2022, focusing almost exclusively in the area of employment law and specifically wage and hour class actions. I have been involved in numerous cases in all aspects from pre-filing through settlement, including California and Federal class actions, PAGA representative actions, and collective actions.

6. I am also familiar with the practice of the partner assigned to this case, Mr. Joseph Lavi. Mr. Lavi graduated from Loyola Law School in 2000 and has been practicing ever since. Mr. Lavi and I have handled numerous cases in all aspects of employment and labor law, including state and federal class actions, wrongful termination, discrimination, harassment, and retaliation cases. Mr. Lavi and I have tried labor and employment cases in California state and federal courts. Mr. Lavi and I have settled numerous wage and hour class actions and we are currently Plaintiff's counsel in

1 numerous others.

2 7. Additionally, Mr. Lavi has argued before various Court of Appeals, on employment
3 issues such as validity of Arbitration Agreements, Application of Res Judicata in class action cases
4 as well as other employment issues. Mr. Lavi has also been a panelist and/or speaker for various
5 Employment Law Continuing Legal Education Panels on issues of employment law trials, how to
6 proceed and conduct trials as well as proving and winning punitive damages. Mr. Lavi has been
7 named a Southern California Super Lawyer in the area of Plaintiff's employment litigation-class
8 action from 2011-2023.

9 8. Mr. Lavi has handled numerous class actions against employers of all sizes alleging
10 wage and hour issues and has been approved as class counsel including, but not limited to, cases
11 against Kaiser Permanente which settled for \$6,510,000.00; Hustler Casino which settled for
12 \$980,000.00; Chevron Stations Inc., which settled for \$4,500,000.00; Commerce Casino which
13 settled for \$1,575,000.00; BP West Coast Products, which settled for \$4,000,000.00; Kaiser
14 Permanente which settled for \$3,600,000.00, Fuddruckers (as lead counsel) which settled for
15 \$900,000.00; Movado Retail Group, Inc. (as lead counsel) which settled for \$728,000.00, Chuck-E-
16 Cheese's (as lead counsel) which settled for \$1,900,000.00; Aero-Electric Connector, Inc. (as lead
17 counsel) which settled for \$1,500,000.00; Clougherty Packing, LLC (as lead counsel) which settled
18 for \$4,250,000.00; and Gruma Corporation (as lead counsel) which Defendant's petition to the United
19 States Supreme Court in the matter was denied and the matter settled for \$2,300,000.00. We have
20 been approved as class counsel by both federal and state courts. Mr. Lavi, myself, and the other
21 attorneys at Lavi & Ebrahimian who are available to assist us in this case, if needed, are fully capable
22 of adequately and fairly representing Plaintiff and the proposed class in this matter. Lavi &
23 Ebrahimian, LLP, has been appointed Class Counsel in over fifty contested proceedings including the
24 following:

25 a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court Case
26 No. BC343535;

27 b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No.
28 BC369846;

1 c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central District
2 of California, Case No. CV-07-3678-ABC;

3 d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses*, Los Angeles
4 Superior Court Case No. BC380996;

5 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior
6 Court Case No. BC383266;

7 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior Court
8 Case No. RG 0265835;

9 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No.
10 05CECG02189;

11 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court,
12 Central District of California, Case No. CV08-06691 SVW (PLA)

13 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court Case
14 No. BC342588;

15 g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No.
16 BC374816;

17 h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No.
18 BC378990;

19 i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central
20 District of California, Case No. CV07-3237-DDP (PLAX);

21 h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No.
22 BC410322;

23 j. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case
24 No. BC412315;

25 k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.
26 BC397208;

27 l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No.
28 BC399431;

1 m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No.
2 37-2009-00103626-CU-OE-CTL;
3 n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No.
4 BC451148;
5 o. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court,
6 Central District of California, Case No. CV 10-8916 DDP (CWx);
7 p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles
8 Superior Court Case No. BC432406;
9 q. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central District
10 of California, Case No CV-10-02315-JEM;
11 r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior
12 Court Case No. BC462603;
13 s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior Court
14 Case No. BC452570;
15 t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-
16 00366952-CU-OE-VTA;
17 u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case
18 No. BC421009;
19 v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No.
20 1341987;
21 w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court
22 Case No. BC425708
23 x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case
24 No. BC436879;
25 y. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.
26 RIC10020183;
27 z. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No.
28 BC411849;

1 aa. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.
2 BC411134;
3 bb. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior
4 Court Case No. 30-2011-0044011-CU-OE-CXC;
5 cc. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
6 District of California, Case No. CV 10-0415 ODW (FMOx)
7 dd. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No.
8 BC443792;
9 ee. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No.
10 BC451489;
11 ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court Case
12 No. CV 10-0968-PSG-FMOX;
13 gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case
14 No. BC425799;
15 hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior
16 Court Case No. BC446744;
17 jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No.
18 BC456420;
19 ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District Court,
20 Central District of California, Case No. CV-10-00711 JFW (PLAx);
21 kk. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No.
22 BC436793;
23 ll. *Santos v. Noble Management Group-California, LLC*, United States District
24 Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)
25 mm. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior
26 Court Case No. 30-2011-00473505;
27 nn. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court Case
28 No. BC436235;

oo. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No. BC451490;

pp. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No. RG10523946;

qq. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of California, Case No. CV 11-09543 DSF (MRWx);

rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-2011-00518396-CU-OE-CXC;

ss. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central District of California, Case No. CV 10-0415 ODW (FMOx);

tt. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case No. BC320172;

uu. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No. BC361380;

vv. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case No. BC357987.

9. The attorneys at our law firm and I have performed substantial work and diligently investigated and prosecuted this case to a successful conclusion. Plaintiff's Counsel believes this settlement to be fair, reasonable, and adequate.

10. Based upon my experience and after factoring in the risks explained below, I believe that the proposed settlement is fair and reasonable. As such and for the reasons set forth below, I believe that the Parties' proposed PAGA Settlement should be approved.

PROCEDURAL AND FACTUAL HISTORY

11. Defendant is an American Company based in Santa Ana, California, which provides authentication and grading services, focusing primarily on coins, medals, tokens, trading cards, sports memorabilia, and autographs.

12. Plaintiff worked as a non-exempt hourly paid employee for Defendant from approximately April 26, 2022 until on or about November 29, 2022. Based on information from

1 Defendant, there were approximately 1,830 non-exempt hourly employees who worked for the
2 Defendant during the PAGA Period.

3 13. On May 8, 2023, Plaintiff submitted a letter to the California Labor and Workforce
4 Development Agency (“LWDA”) to notify the LWDA pursuant to the Private Attorneys General Act
5 of 2004, Labor Code section 2698, et seq. (“PAGA”) of Plaintiff’s intent to seek civil penalties under
6 PAGA for alleged violations of the Labor Code.

7 14. On July 13, 2023, Plaintiff commenced this Action by filing a Complaint alleging a
8 single cause of action for Civil Penalties Pursuant to the Private Attorneys General Act of 2004
9 (“PAGA”) against Defendants arising from the following alleged predicate violations against
10 Defendants: (1) failure to pay wages for all hours worked at the legal minimum wage; (2) failure to
11 pay wages for overtime hours worked at the overtime rate of pay; (3) failure to pay wages to hourly
12 non-exempt employees for workdays that Defendants failed to provide legally required and compliant
13 meal periods; (4) failure to pay wages to hourly non-exempt employees for workdays that Defendants
14 failed to provide legally required and compliant rest periods; (5) failure to timely pay earned wages
15 during employment; (6) failure to provide complete and accurate wage statements; and (7) failure to
16 pay all wages due and owing upon separation of employment (the “Operative Complaint”).

17 15. At all times, Defendant denies the allegations in the Operative Complaint, denies any
18 failure to comply with the laws identified in in the Operative Complaint and denies any and all liability
19 for the causes of action alleged.

20 16. On September 22, 2023, the Parties attended an all-day mediation with experienced
21 wage-and-hour mediator David Phillips, Esq. at Signature Resolution, and reached an agreement in
22 principle to resolve the action. Plaintiff and Plaintiff’s Counsel concluded—after considering the
23 sharply disputed factual and legal issues involved on the PAGA claims, the risks attending further
24 prosecution, and the benefits to be received pursuant to the compromise and settlement of the action
25 as set forth in the agreement—that settlement was in the best interest of the representative Plaintiff,
26 the LWDA, and the aggrieved employees and is fair and reasonable and furthers the purpose of the
27 PAGA to enforce the Labor Code.

28 17. In preparation for mediation, Plaintiff obtained, through informal discovery, time and

1 pay records for Plaintiff and the Aggrieved Employees, as well as documents establishing
2 Defendant's policies, procedures, and practices. During this process, Plaintiff's counsel and
3 Plaintiff's counsel's expert analyzed, researched, and investigated the potential issues, including
4 matters related to the calculation of potential PAGA damages, interviews of the named Plaintiff,
5 potential trial management issues, and appellate issues and risks.

6 18. The Parties have undertaken reasonable investigation of the facts and law during the
7 pendency of this action. Plaintiff's Counsel diligently conducted and pursued an investigation of the
8 PAGA claims against Defendants, including research of the applicable law and the potential defenses
9 and review of relevant documents. Plaintiff obtained directly relevant data including Defendant's
10 written policies related to the claims at issue in Plaintiff's Complaint. Plaintiff also received the
11 number of aggrieved employees and sampling of payroll data for Defendant's potentially aggrieved
12 employees during the PAGA period.

13 19. Thereafter, the Parties negotiated and finalized the terms of a settlement memorialized
14 in a long-form PAGA Settlement Agreement. A true and correct copy of the fully executed PAGA
15 Settlement Agreement is attached hereto as **Exhibit 1**.

16 **REASONABLENESS OF THE SETTLEMENT**

17 20. In evaluating the reasonableness of the Settlement in this case, our office thoroughly
18 evaluated the merits of this case and considered the nature and purpose of PAGA as well as
19 comparable PAGA settlements reached by our firm, and those obtained by other firms.

20 21. As consideration for this settlement, Defendant will fund a non-reversionary, common
21 fund settlement of \$1,000,000.00 (the "Gross Settlement Amount") which includes: payment to the
22 California Labor and Workforce Development Agency ("LWDA") and the aggrieved employees,
23 attorneys' fees and costs, and settlement administration costs.

24 22. Here, the Gross Settlement Amount is appropriate in light of the underlying principles
25 of PAGA, i.e., "to ensure that settlements involving penalties arising out of Labor Code Section 2699
26 do not undercut the dual statutory purposes of punishment or deterrence, or result in unjust, arbitrary,
27 and oppressive, or confiscatory settlements." (See July 29, 2004 Letter by Senator Dunn to the
28 President Pro Tem of the Senate Re SB 1809). The non-reversionary Gross Settlement Amount of

1 \$1,000,000.00 represents an excellent recovery that is large enough to achieve PAGA's purposes.
2 The proposed Settlement provides a fair and reasonable monetary recovery for the LWDA and the
3 Aggrieved Employees in the face of hotly disputed claims.

4 23. The Net Settlement Amount shall be allocated for payment of civil penalties and shall
5 be distributed 75% to the LWDA and 25% to the aggrieved employees. (Lab. Code §2699(i) [civil
6 penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the [LWDA]
7 ...; and 25 percent to the aggrieved employees]. Plaintiff estimates the LWDA will receive
8 approximately \$486,000 ($\$648,000.00 \times 0.75$ to LWDA = \$486,000.00). Plaintiff estimates
9 \$480,525 will be distributed pro rata to the aggrieved employees based on the number of pay periods
10 worked during the PAGA Period ($\$648,000.00 \times .25$ = \$162,000). As set forth below, Plaintiff
11 believes this is a fair result for the PAGA litigation.

12 24. Based on the informal discovery produced by Defendant, during the PAGA Period,
13 Defendant employed approximately 1,830 aggrieved employees over the course of approximately
14 42,913 pay periods. Based on the data, the maximum exposure for the PAGA claims amounted to
15 approximately \$31,768,650.00, this means that a violation for each claim could be proven during each
16 and every pay period. As discussed below, this is likely significantly more than would be awarded or
17 recovered. This amount was calculated based on the PAGA penalty calculation formula - (Initial
18 violation penalty x total number of employees in the one-year PAGA period) + (subsequent violation
19 penalty x [total number of pay periods in the one-year period – total number of employees in the one-
20 year PAGA period]) as follows:

21 **a. Failure to Pay Minimum and Overtime Wages for All Hours Worked:**

22 25. In the PAGA exhaustion letter to the LWDA, as well as the Complaint, Plaintiff
23 alleged Defendant failed to compensate her and other aggrieved employees all hours worked as a
24 result of Defendant's practice of requiring Plaintiff and other aggrieved employees to undergo off-
25 the-clock bag checks prior to being permitted to clock-in for the start of their shifts, after clocking-
26 out for meal breaks and after clocking out for the end of their shifts.

27 26. Based on the informal discovery provided by Defendant, during the PAGA Period,
28 Defendant employed approximately 1,816 current and former employees over the course of

1 approximately 42,913 pay periods. Therefore, Defendant's PAGA exposure for this claim amounts
2 to **\$4,199,800**. This amount was calculated as follows: (Initial violation penalty x total number of
3 employees in the one-year period) + (subsequent violation penalty x [total number of pay periods in
4 the one-year period – total number of employees in the one-year period]) (\$50/initial violations X
5 1,830 employees = \$91,500) + (\$100/subsequent violations X [42,913 pay periods – 1,830 employees
6 = 41,083] = \$4,108,300) = \$4,199,800. [Penalty Amounts set by Lab. Code, § 558, subds. (a)(1)-
7 (2).)].

8 **b. Failure to Provide All Meal Periods Pursuant to Labor Code Sections
226.7 and 512**

9 27. Plaintiff alleged that Defendant failed to provide her and other aggrieved employees
10 with legally compliant meal periods due to Defendant's practice of requiring Plaintiff and other
11 aggrieved employees to undergo off-the-clock bag checks after clocking-out for meal breaks.
12 Additionally, Plaintiff alleged that Defendant's practice of requiring Plaintiff and other aggrieved
13 employees to undergo off-the-clock bag checks discouraged them from taking meal breaks off-
14 premises. Further, Plaintiff alleged that Defendant failed to provide Plaintiff and other aggrieved
15 employees a second uninterrupted duty-free meal period of no less than thirty (30) minutes for each
16 workday that they worked shifts over ten (10) hours.

17 28. Defendant's PAGA exposure for this claim amounts to \$8,399,600. This amount was
18 calculated as follows: (\$100 initial violations X 1,830 employees = \$183,000) + (\$200/subsequent
19 violations X [42,913 pay periods – 1,830 employees = 41,083]) = \$8,216,600) = \$8,399,600. [Penalty
20 Amounts set by Lab. Code, § 2699, subd. (f)(2).]

21 **c. Failure to Provide All Rest Periods Pursuant to Labor Code Section 226.7**

22 29. Plaintiff alleged that Defendant failed to provide Plaintiff and other aggrieved
23 employees a third uninterrupted duty-free rest period of no less than ten (10) net minutes on each
24 workday that they worked shifts over ten (10) hours.

25 30. Defendant's PAGA exposure for this claim amounts to \$8,399,600. This amount was
26 calculated as follows: (\$100 initial violations X 1,830 employees = \$183,000) + (\$200/subsequent
27 violations X [42,913 pay periods – 1,830 employees = 41,083]) = \$8,216,600) = \$8,399,600. [Penalty
28 Amounts set by Lab. Code, § 2699, subd. (f)(2).]].

d. Failure to Provide Complete and Accurate Wage Statements Pursuant to Labor Code Section 226:

31. Based on the foregoing allegations, Plaintiff alleged Defendant failed to provide complete and accurate wage statements based on all minimum wages, overtime wages, meal and rest period premiums owed which were not reflected in the wage statements. Therefore, Defendant's maximum exposure for this claim amounted to \$10,728,250.00. This amount was calculated as follows: 42,913 pay periods X \$250 = \$10,728,250.00. [Penalty Amounts set by Lab. Code, § 226.3.]

e. Failure to Timely Pay All Wages After Separation of Employment Pursuant to Labor Code Sections 201 and 202:

32. As a result of the foregoing allegations of meal period and rest period violations, Plaintiff alleged Defendant failed to timely pay all wages to employees following separation of employment by not paying employees for all time worked and for failing to pay meal and rest period premiums owed. Plaintiff estimated \$41,400.00 in civil penalties for this claim (approximately 414 former employees x \$100 for violation at termination = \$41,400.00).

33. With regard to Plaintiff's minimum and overtime wage claim, Defendant contended that it paid for all minimum and overtime wages for all hours worked by the aggrieved employees. Defendant also contended that the time Plaintiff and aggrieved employees spent to undergo bag checks was likely *de minimis*, limited to a brief time period when the practice was in effect, and limited only to employees who wished to enter the premises with bags. With regard to Plaintiff's meal period claim, Defendant contended that any bag checks Plaintiff and aggrieved employees were subjected to by Defendant were on-the-clock, prior to them clocking-out for their meal periods. Further, Defendant contended that it did not have any policies restricting employees from leaving its premises, and employees voluntarily chose to remain on its premises during meal period. With respect to Plaintiff's rest period claim, Defendant contended that there is no evidence that employees suffered from non-compliant rest periods and that to the extent employee took rest periods that were either late, short, or missed altogether, they did so voluntarily and without Defendant's knowledge. Defendant contended that Plaintiff's wage statement and waiting time claims were wholly derivative of the Plaintiff's primary claims and, as explained above, would fail for the same reasons.

34. Defendant argued that PAGA penalties would be limited. Defendant argued that even

1 if Plaintiff prevailed, the recoverable penalties under PAGA are minimal. Indeed, courts to consider
2 the issue have refused to “stack” PAGA penalties. See *Carrington v. Starbucks Corporation* (Cal. Ct.
3 App. Nov. 27, 2018) No. D072392 (published Dec. 19, 2018) (approving PAGA penalty reduction to
4 \$5 per pay period); accord *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809. Moreover, Defendant
5 argued that Plaintiff is not entitled to recover PAGA’s default penalties of \$100 initial violations and
6 \$200 for subsequent violations under Labor Code section 2699, subd. (f)(2), but rather the penalties
7 of \$50 for initial violations and \$100 for subsequent violations provided under Labor Code section
8 558, subd. (a). Furthermore, Defendant argued that Plaintiff is not entitled to recover PAGA penalties
9 at the subsequent violation rates under either Labor Code statute. California’s appellate courts have
10 held that “[u]ntil the employer has been notified that it is violating a Labor Code provision (whether
11 or not the commissioner or court chooses to impose penalties), the employer cannot be presumed to
12 be aware [of the violation]” and therefore, until a Court or the Commissioner issues a finding of a
13 violation, the initial \$100 violation rate applies for each pay period in which the alleged violation
14 occurred. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209; accord *Amalgamated*
15 *Transit Union Local 1309 v. Laidlaw Transit Service, Inc.* (S.D. Cal. Aug. 10, 2009) 2009 WL
16 2448430, at *9 (“[u]nder California law, courts have held that employers are not subject to heightened
17 penalties for subsequent violations unless and until a court or commissioner notifies the employer
18 that it is in violation of the Labor Code”). Thus, Defendant argued that even if the Plaintiff was able
19 to establish any violation of the Labor Code, the PAGA penalties assessed for these violations will
20 be computed at the initial violation rate, as opposed to the subsequent violation rate per pay period at
21 maximum, and there is a likelihood that a further reduction of the penalty to \$5 per pay period as
22 approved in *Carrington* would apply given Defendant’s compliance with the Labor Code as discussed
23 above.

24 35. Plaintiff understood Defendant’s position to be, using the most recent court of appeal
25 decision on the topic of evaluating the value of a PAGA claim (*Carrington v. Starbucks*, supra) (i.e.
26 at \$100.00 per pay period X 42,913 pay periods at issue), that it is likely Defendant’s maximum
27 exposure is actually only \$4,291,300.00. Defendant could argue that this Court would use the
28 *Carrington* valuation as a ceiling for assessing PAGA penalties and that this amount (i.e.,

1 **\$4,291,300.00** was its true “worst case scenario” exposure). As such, the settlement amount of
2 **\$1,000,000** is approximately 23% of the “worst case scenario” exposure.

3 36. Further, in analyzing all of the claims and the action as a whole, Plaintiff was forced
4 to consider the risks of proceeding with litigating the action. These risks at the time of mediation
5 included the Court finding the action unmanageable such was the case in *Wesson v. Staples The Office*
6 *Superstore, LLC*. See *Staples The Office Superstore, LLC*, (Cal. Ct. App., Sept. 9, 2021, No.
7 B302988) 2021 WL 4099059.¹ There are even further risks if the case proceeded to trial such that the
8 Court could award significantly less penalties than are statutorily prescribed due to Defendant’s good
9 faith conduct and compliant employment policies. Finally, public policy strongly favors the
10 settlement of litigation. *Consumer Advocacy Group v. Kintetsu Enterprises of America* (2006) 141
11 Cal.App.4th 46, 63. Because the proposed Settlement is neither unjust nor ignores the public interest,
12 it should be approved.

13 37. Practically speaking, if Plaintiff continued litigating this matter, the Plaintiff, LWDA,
14 and employees potentially could have received nothing if the Court had agreed with Defendant’s
15 position, especially in light of the volatility of this area of law and the aforementioned defenses. The
16 settlement is reasonable in light of the risks involved in this case—including the prospect of a
17 potential adverse summary adjudication ruling, defenses to the case, potential appeal, and potential
18 costs which could be forced on our client if Plaintiff was not successful.

19 38. Moreover, the proposed Settlement even with deductions, provides a substantial sum
20 to the PAGA Members. The Settlement secured by Plaintiff here is greater than other PAGA penalty
21 awards approved by California state courts, which often range between \$7,500.00 and \$15,000.00 for
22 PAGA claims impacting hundreds or thousands of individuals, resulting in much lower PAGA
23 penalty payments on a per capita basis. See, e.g., *Penaloza v. PPG Industries Inc.*, Case No.

24 _____
25 ¹ At the time of the mediation, the Supreme Court of California had not yet issued a decision in the
26 case of *Jorge Luis Estrada, et al., v. Royalty Carpet Mills, Inc.*, Case No. S274340, --- P.3d ----, 2024
27 WL 188863 (Cal. Jan. 18, 2024), wherein the Court disapproved of *Wesson*. While the *Estrada* court
28 held that a trial court “cannot dismiss a PAGA claim based on manageability”, it re-affirmed a trial
court’s ability to use case management techniques, including limiting the types of evidence a plaintiff
may present, and left open the question of whether such case management techniques, as applied to
that case, preserves the parties’ statutory and constitutional rights. 2024 WL 188863 at *18-*19.

1 BC471369, 2013 WL 2917624 at *2 (Super. Ct. L.A. County, May 20, 2013) (approving PAGA
2 penalties of \$5,000.00 to class of 667 members); *Cabrera v. Advantage Sale & Marketing, LLC*, Case
3 No. BC485259, 2013 WL 1182822 (Super. Ct. L.A. County, March 12, 2013) (approving PAGA
4 penalties of \$10,000.00 for class of approximately 3,000 members).

5 39. Plaintiff's Counsel is convinced that the proposed settlement is fair based on the
6 negotiations and a detailed knowledge of the issues present in this action. The length and risks
7 associated with a motion for summary adjudication, trial, and other normal perils of litigation have
8 impacted the value of the claims and were all weighed in reaching the proposed settlement. In light
9 of the above, the proposed Settlement is well within the range of reasonableness and should be granted
10 approval. Plaintiffs believe that in providing employees with relief and obtaining penalties for the
11 LWDA, this settlement furthers the purpose of PAGA to enforce compliance with the Labor Code
12 and should be approved.

13 40. Accordingly, the gross PAGA penalty payment is highly reasonable in light of the
14 risks and uncertainties associated with the PAGA claims in this case. The Settlement commits
15 Defendant to pay a sum large enough such that if it were assessed as a civil penalty by the Court or
16 the Labor Commissioner, it would serve to punish Defendant for alleged violations and to deter such
17 alleged conduct in the future. At the same time, in light of the alleged violations and defenses thereto,
18 it is not so large as to be unjust, oppressive or confiscatory. Based upon the foregoing, the proposed
19 settlement is fair, reasonable, and in the best interest of the state of California and the Aggrieved
20 Employees.

21 **ATTORNEYS' FEES**

22 41. Under the terms of the Settlement Agreement, Plaintiff's Counsel is requesting
23 \$333,333.00 in attorney's fees. This amount is equal to 33 1/3% of the \$1,000,000 agreed upon by
24 the parties as the Gross Settlement Amount.

25 42. California state and federal courts have recognized that in actions creating a common
26 fund benefiting others as well as a plaintiff, an appropriate method for determining an award of
27 attorneys' fees is based on a percentage of the total value of benefits provided by the litigation.
28 (*Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 497-499, 503-506; *Serrano v. Priest* (1977)

20 Cal.3d 25, 34; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 577 F.2d 759, 769.) Such “fee spreading” assures that all those benefited by the litigation pay their fair share of obtaining the recovery. (*Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 26.)

43. In *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, a wage and hour class action wherein Counsel obtained a \$19 million non-reversionary settlement on behalf of the class, the California Supreme Court approved the use of the percentage of fund or common fund method to award one-third of the settlement amount or \$6,333,333.33 to Counsel for attorneys’ fees. The Court stated:

Whatever doubts may have been created by *Serrano III*, supra, 20 Cal.3d 25, [], or the Court of Appeal cases that followed, we clarify today that use of the percentage method to calculate a fee in a common fund case, where the award serves to spread the attorney fee among all the beneficiaries of the fund, does not in itself constitute an abuse of discretion. We join the overwhelming majority of federal and state courts in holding that when class action litigation established a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards Counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created. The recognized advantages of the percentage method - including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation [] convince us the percentage method is a valuable tool that should not be denied our trial courts. (*Laffitte*, 1 Cal.5th at 503.)

44. Under the “common fund” doctrine, “a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.” (*Boeing*, 444 U.S. at 478.) The Supreme Court explained: “The doctrine rests on the perception that persons who obtain the benefit of a lawsuit without contributing to its costs are unjustly enriched at the successful litigants’ expense. Jurisdiction over the fund involved in the litigation allows a court to prevent this inequity by assessing attorney’s fees against the entire fund, thus spreading fees proportionately among those benefitted by the suit.” (*Id.*) Thus, the common fund doctrine ensures that each beneficiary of the settlement contributes proportionately to the payment of the attorneys’ fees recovered from monetary payments that the prevailing party recovered in the lawsuit. (*Stanton v. Boeing* (9th Cir. 2003) 327 F.3d 938, 967, citing *Wininger v. SI Mgmt. L.P.* (9th Cir. 2002) 301 F.3d 1115.)

1 45. In common fund cases, the percentage approach is preferable to the lodestar because:
2 (1) it aligns the interests of Counsel and absent class members; (2) it encourages efficient resolution
3 of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the
4 demands on judicial resources. (*Laffitte*, 1 Cal.5th at 486-487; see *Lealao*, 82 Cal.App.4th at 31 n.5
5 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373, 1375, 1378-79.)

6 46. A percentage of the common fund is appropriate here given that PAGA actions are on
7 behalf of a large number of aggrieved employees, similar to a class action. As noted above in *Laffitte*,
8 this method is preferred to the lodestar method. Plaintiff's counsel has been acting on behalf of the
9 aggrieved employees for a significant amount of time on a contingent fee basis and has achieved a
10 positive result for both the group of aggrieved employees and the State of California. The settlement
11 was reached quickly and efficiently, which has resulted in less of the Court's resources being used to
12 litigate the action. The lodestar (described below) is merely a cross check on the reasonableness of
13 the percentage sought by Plaintiff's counsel.

14 47. Furthermore, California appellate courts, while not expressly announcing a
15 "benchmark," have instead found fees in the one-third (33.3333%) percent range appropriate. (See,
16 *Laffitte II*, 1 Cal.5th at 506 (affirming award of 33% of the common fund); *Chavez v. Netflix, Inc.*
17 (2008) 162 Cal.App.4th 43, 66 n.11 (2008)("[e]mpirical studies show that, regardless whether the
18 percentage method or the lodestar method is used, fee awards in class actions average around one-
19 third of the recovery"); *Laffitte v. Robert Half Intern. Inc.* (2014) 180 Cal.Rptr.3d 136, 149 ("the trial
20 court's use of a percentage of 33 1/3 percent of the common fund is consistent with, and in the range
21 of, awards in other class action lawsuits.") Among other things, a 35% award is appropriate because
22 "the amount of attorney's fees typically negotiated in comparable litigation should be considered in
23 the assessment of a reasonable fee in representative actions Given the unique reliance of our legal
24 system on private litigants to enforce substantive provisions of law through class ... actions, attorneys
25 providing the essential enforcement services must be provided incentives roughly comparable to those
26 negotiated in the private bargaining that takes place in the legal marketplace, as it will otherwise be
27 economic for defendants to increase injurious behavior." *Lealao v. Beneficial California, Inc.* (2000)

1 82 Cal.App.4th 19, 47 (emphasis added). Here, the legal marketplace for PAGA only settlements that
2 result in a common fund provide for a fee award in the range of 33.3333% (one-third).

3 48. In a common fund settlement “[t]he lodestar method is merely a cross-check on the
4 reasonableness of a percentage figure.” (*Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043,
5 1050, n.5.) In this case, consideration of Counsel’s lodestar as a cross-check to the percentage figure
6 also strongly supports the reasonableness of the requested fee award. The base amount is then adjusted
7 in light of various factors. (*Serrano v. Priest*, 20 Cal.3d at 48.)

8 49. Plaintiff’s Counsel has spent a considerable amount of time extensively investigating,
9 researching, and litigating this matter, including but not limited to the following:

- 10 a. Reviewing Plaintiff’s documents, speaking to Plaintiff, preparing the Notice to
11 the LWDA, drafting and preparing the complaint, and legal research into the
12 viability of Plaintiff’s claims;
- 13 b. Reviewing and researching Defendant’s responsive pleadings;
- 14 c. Reviewing data, records, and documents produced via informal discovery by
15 Defendant prior to mediation;
- 16 d. Communicating with Plaintiff, Defense Counsel, the mediator, and proposed
17 settlement administrators;
- 18 e. Preparing for and attending mediation;
- 19 f. Preparing the Settlement Agreement and moving papers for approval;
- 20 g. Negotiating and corresponding with Defendant’s counsel in reaching the
21 settlement at issue before the Court;
- 22 h. Preparing and appearing for approval.

23 50. Mr. Lavi and I, and other attorneys at Lavi & Ebrahimian, made every effort to litigate
24 this action in an efficient and cost-effective manner. Given his years of experience, his trial and
25 appellate experience, and the focus of his practice, if Mr. Lavi were to charge for his type of work by
26 the hour, his current hourly rate would be \$925 per hour. My hourly rate would be \$500 per hour.
27 This rate is the firm’s current billing rate and is supported by the extensive and specialized experience
28 in these types of cases and recognized expertise described herein. I have personal knowledge of the

1 hourly rates charged by other attorneys with comparable experience to both Mr. Lavi's and mine.
2 Based on that information, I believe that our rates are fully consistent with the market rate for
3 attorneys with comparable expertise, experience and qualifications. Based on the information I have,
4 I further believe that our rates are reasonable and appropriate fees for Los Angeles attorneys with
5 comparable expertise, experience, and qualifications.

6 51. Over the course of the litigation, I am informed that Mr. Lavi has spent at least 20.45
7 hours on this matter for a lodestar amount of at least \$18,916.25.

8 52. To date, I have spent approximately 58.9 hours working on the matter. My lodestar
9 amount to date is at least \$29,450.00. I graduated from UC Hastings, School of the Law, San
10 Francisco in 2020 and have been practicing law since March 2021. Given my experience and the
11 focus of my practice, if I were to charge for my type of work by the hour, my rate would be \$500 per
12 hour. A \$500 rate is warranted based on my years of experience in a highly specialized area of law
13 and is in line with the Laffey Matrix, prior to adjusting for locality. (Tran Decl. Ex. 5 available at
14 <http://www.laffeymatrix.com/see.html>.) California Courts have applied the Laffey Matrix with
15 adjustments to the specific California locality where the Counsel's office is located based on "Locality
16 Pay Tables." (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695-696 [affirming
17 fee award based on Laffey Matrix with upward 9 percent rate adjustment from D.C. area compared
18 to San Francisco Bay Area based on Locality Pay Tables]; *In re HPL Techs., Inc., Secs. Litig.* (N.D.
19 Cal. April 22, 2005, No. C-02-3510 VRW) 365 F.Supp.2d 912, 921-922 [using Laffey Matrix with
20 upward adjustment of 9 percent for San Francisco based on difference between D.C. Area 's +15.98
21 locality pay compared to San Francisco's +26.39 percent locality pay differential from the federal
22 courts' "Judiciary Salary Plan Pay Tables."].)

23 53. Here, Plaintiff's Counsel's office is located in Los Angeles County. For 2023, the
24 Locality Pay Tables state a 5.10 percent increase for the Los Angeles-Long Beach, CA area which
25 includes the following counties: Kern County, Los Angeles County, Orange County, Riverside
26 County, San Bernardino County, Santa Barbara County, and Ventura County. (Ex. 6, 7 [2023 Locality
27 Pay Tables for Washington-Baltimore-Arlington and Los Angeles-Long Beach, CA available at
28 <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/general-schedule/>]); Ex.

8 [2023 Locality Pay Area Definitions defining counties within Los Angeles-Long Beach, CA area
available at [https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/locality-pay-
area-definitions/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/locality-pay-area-definitions/)].) Additionally, the 2023 Judiciary Salary Plan Pay Tables, referred to in *In re HPL
Techs., Inc.*, state employees in the Los Angeles and Long Beach, CA area are paid 35.84 percent
more than the General Schedule Base Pay Table. (Ex. 9, 10 [Judiciary Salary Plan Pay Tables
available at <http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates>]; In
applying the 5.10 percent locality increase for attorneys working in Kern County, Los Angeles
County, Orange County, Riverside County, San Bernardino County, Santa Barbara County, and
Ventura County over the Washington-Baltimore area stated in the Laffey Matrix, the following are
relevant rates: \$434 for attorneys 1-3 years, \$533 for attorneys 4 to 7 years out of law school, \$770
for attorneys 8 to 10 years out of law school, \$871 for attorneys 11 to 19 years out of law school, and
\$1,047 for attorneys 20 plus years out of law school.

54. I am informed that Vincent C. Granberry has spent numerous hours working on this
matter. Mr. Granberry graduated from Sandra Day O'Connor College of Law at Arizona State
University in 2010. Mr. Granberry has been in practice since 2011 and with the law firm of Lavi &
Ebrahimian, LLP since April 2014, focusing almost exclusively in the area of employment law. I am
also informed Mr. Granberry has spent at least 16 hours working on this matter and at his rate of \$650
an hour, his total lodestar is \$10,400.00.

55. I am informed that Arthur Adamian has spent numerous hours working on this matter.
Mr. Adamian graduated from New York Law School in 2020 and has been practicing law in
California since 2023. Mr. Adamian has spent at least 22.5 hours working on this matter and at his
rate of \$500 an hour, his total lodestar is \$11,250.00.

56. Therefore, collectively counsel's lodestar amounts to \$70,016.25, which is less than
the attorneys' fees requested and allocated (\$333,333.00) in the settlement. Applying a modest
multiplier of 4.8 brings counsel's weighted lodestar to \$336,078.00, which exceeds Plaintiff's request.
A multiplier of 4.8 is appropriate to account for the successful result in the action and to compensate
plaintiffs and their counsel for the contingent risk assumed by counsel and delay in receiving fees.

57. The requested attorneys' fees are justified here due to the contingent nature of the

1 representation, the risks involved, the complexity of the issues, the high quality of legal work
2 performed, and the excellent results obtained. After initially calculating the combined lodestar, the
3 Court may adjust the lodestar based on several factors in order to “fix a fee at the fair market value
4 for the particular action.” *Ketchum v. Moses* (2001) Cal.4th 1122, 1132; *Graham v. Daimler Chrysler*
5 *Corp.* (2004) 34 Cal.4th 553, 574. These additional factors include the contingent risk of litigation,
6 the novelty and complexity of the issues, and exceptional results obtained. *Ketchum*, 24 Cal.4th at
7 1132, *Serrano III*, 20 Cal.3d at 48. Moreover, the case involved significant risks of non-payment of
8 attorneys’ fees and non-recovery of costs if the settlement was not granted approval, or of Plaintiff
9 did not prevail. California courts consider the risks counsel takes in litigating a case where they may
10 not prevail on the merits in granting attorneys’ fees awards. *See Graham v. Daimler Chrysler Corp.*,
11 34 Cal.4th 553, 583 (Cal. 2004). Thus, not only are Plaintiff’s Counsel’s rates reasonable and typical,
12 but the attorneys’ fees requested are also fair and reasonable.

13 **COSTS**

14 58. Our firm maintains all records regarding costs expended on each case. I have reviewed
15 the records of costs expended in this matter. According to our records, our firm has incurred
16 \$13,069.50 in costs in this matter at this time. This amount includes, but is not limited to, costs
17 associated with the costs associated with filing of the papers filed and responded to in this matter,
18 Orange County superior court appearances, expert witness, and mediation. The total costs incurred
19 of \$13,069.50, which is less than the Parties agreed Plaintiff’s Counsel could seek in the Settlement
20 Agreement and will result in an increase in the Net Settlement Amount payable to the State of
21 California and Aggrieved Employees. Attached as **Exhibit 3** is a true and correct record of the costs
22 incurred to date by Lavi & Ebrahimian, LLP.

23 **SUBMISSION TO THE LWDA**

24 59. The Settlement is concurrently being submitted to the LWDA in accordance with
25 Labor Code § 2699(l)(2). The proof of electronic submission is attached hereto as **Exhibit 4**.

26 ///

27 ///

28 ///

EXHIBITS

60. Attached as **Exhibit 1** to this declaration is a true and correct copy of the settlement agreement.

61. Attached as **Exhibit 2** to this declaration is a true and correct copy of the Notice of PAGA Settlement and Release.

62. Attached as **Exhibit 3** to this declaration is a true and correct copy of the costs of Lavi & Ebrahimian during this matter.

63. Attached as **Exhibit 4** to this declaration is a true and correct copy of a printout of the confirmation from the LWDA which indicates that the settlement was submitted.

64. Attached as **Exhibit 5** to this declaration is a true and correct printout of the Laffey Matrix available at <http://www.laffeymatrix.com/see.html>.

65. Attached as **Exhibit 6** to this declaration is a true and correct copy of the 2023 Locality Pay Table for Washington-Baltimore-Arlington available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/general-schedule/>.

66. Attached as **Exhibit 7** to this declaration is a true and correct copy of the 2023 Locality Pay Table for Los Angeles-Long Beach, CA available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/general-schedule/>.

67. Attached as **Exhibit 8** to this declaration is a true and correct copy of the Judiciary Salary Plan Pay Table for Washington-Baltimore-Arlington available at <http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates>.

68. Attached as **Exhibit 9** to this declaration is a true and correct copy of the Judiciary Salary Plan Pay Table for Los Angeles-Long Beach, CA available at <http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates>.

69. Attached as **Exhibit 10** to this declaration is a true and correct copy of 2023 Locality Pay Area Definitions defining counties within Los Angeles-Long Beach, CA area available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/locality-pay-area-definitions/>.

///

1 70. Attached as **Exhibit 11** to this declaration is a true and correct copy of the Declaration
2 of Julie Green of CPT Group, Inc.

3
4 I declare under penalty of perjury under the laws of the state of California that the foregoing
5 is true and correct this January 29, 2024, at Beverly Hills, California.

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



William Tran

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This 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.”

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.

DS
Adriana Chavira

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.

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).

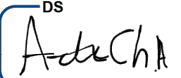
1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$160,175) and the 75% to LWDA (\$480,525) in settlement of PAGA claims.

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.

^{DS}


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.

DS
A. Ch...

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 \$333,300 and PAGA Counsel Litigation Expenses Payment of not to exceed \$15,000. 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, 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 \$11,000, 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 \$640,700 to be paid from the Gross Settlement Amount, with 75% (\$480,525) allocated to the LWDA PAGA Payment and 25% (\$160,175) 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) 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 a 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 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

DS
AdeChA

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

DS
AdeCh

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. 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.

DS
A. Ch

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.

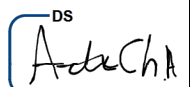
5.2. Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, 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

DS


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

DS
A. de Ch.

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

^{DS}
A-cha

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.

DS
A. Ch

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 be governed by and interpreted according to the internal laws of the state of California, without

DS
A-cha

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)

DS
Adriana Chavira

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

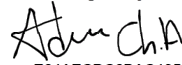
9.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument 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: diciembre 11, 2023

Adriana M. Chavira Armenta

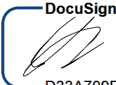
DocuSigned by:

F64AECD6BAC405

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

DS


DATED: 12/18/2023, 2023

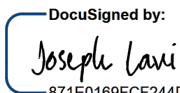
COLLECTORS UNIVERSE, INC.

By:  DocuSigned by:
D33A709D6AB446C...
NAME Jason Harinstein
TITLE CFO

Approved as to Form and Content

LAVI & EBRAHIMIAN LLP

DATED: December 12, 2023

By:  DocuSigned by:
871E0169FCF244D...
JOSEPH LAVI
VINCENT C. GRANBERRY
WILLIAM TRAN
ARTHUR ADAMIAN

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

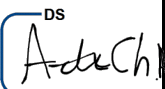
DATED: Dec 18, 2023, 2023

PAYNE & FEARS LLP

By:  DocuSigned by:
871E0169FCF244D...
ALEJANDRO G. RUIZ
BLAKE A. DILLION

Attorneys for Defendant Collectors Universe, Inc.

4870-1806-8867.8

 DS

[Executed] Armenta PAGA Settlement Agreement

Final Audit Report

2023-12-19

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

"[Executed] Armenta PAGA Settlement Agreement" History

 Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)

2023-12-18 - 11:20:35 PM GMT- IP address: 68.66.128.70

 Document created by Connie Cason (ccason@paynefears.com)

2023-12-19 - 0:31:14 AM GMT- IP address: 68.66.128.70

 Document emailed to Blake Dillion (bad@paynefears.com) for signature

2023-12-19 - 0:32:43 AM GMT

 Email viewed by Blake Dillion (bad@paynefears.com)

2023-12-19 - 0:39:57 AM GMT- IP address: 68.66.128.70

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

Signature Date: 2023-12-19 - 0:40:13 AM GMT - Time Source: server- IP address: 68.66.128.70

 Agreement completed.

2023-12-19 - 0:40:13 AM GMT

EXHIBIT 2

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”).

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 wages to hourly non-exempt employees’ for all hours worked at the minimum wage rate failure to pay wages to hourly non-exempt employees’ for overtime hours worked at the overtime rate; failure to pay wages to hourly non-exempt employees to compensate them for workdays Defendant failed to provide legally required and compliant meal periods; failure to pay wages to hourly non-exempt employees to compensate them for workdays Defendant failed to provide legally required and compliant rest periods; failure to timely pay earned wages during employment; failure to provide complete and accurate wage statements; and failure to pay all wages due and owing upon separation of employment. 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.

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 \$ _____. This sum, called the “Net Settlement Amount” will be divided pursuant to California law as follows: \$ _____ (75%) to the State of California Labor Workforce Development Agency and \$ _____ (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 through February 4, 2024.

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, overtime wages, provide meal and rest periods, 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 _____, 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 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 you may review the papers, pleadings and records on file with the Court by scheduling an appointment with the clerk of the Los Angeles Superior Court.

EXHIBIT 3

COSTS AND FEES ADVANCED BY LAVI & EBRAHIMIAN, LLP

DATE	ITEM	COST
	SETTLEMENT AMOUNT	\$
N/A	Copying	\$37.50
N/A	Scanning	\$37.50
N/A	Mail	\$20.00
	ORANGE COUNTY SUPERIOR COURT	
05/09/2023	Summons and Complaint Filing Fee [Class Action]	\$1,435.00
07/20/2023	Summons and Complaint Filing Fee [Paga Action]	\$1,435.00
08/08/2023	Case Document Images re : Minute Order	\$7.50
	DDS LEGAL SERVICES	
05/08/2023	Court Filing re: Plaintiff's Summons, Class Action Complaint, Civil Case Cover Sheet (Invoice #: 408798) [Class Action]	\$75.25
05/10/2023	Substituted Service – Process of Service of Summons and Complaint Served on Defendant Collectors Universe, Inc. (Invoice #: 409606) [Class Action]	\$74.90
05/19/2023	Court Filing re: Plaintiff's Proof of Service of Summons (Invoice #: 412463) [Class Action]	\$32.20
06/20/2023	Court Filing re: Plaintiff's Request for Dismissal of Class Action Allegations Pursuant to California Rules of Court Rule 3.770 (Invoice #: 421512) [Class Action]	\$32.20
07/13/2023	Court Filing re: New PAGA Case; Civil Case Cover Sheet, PAGA Complaint, Summons (Invoice #: 428301) [PAGA Action]	\$75.25
10/04/2023	Court Filing re: Plaintiff's Notice of Settlement [PAGA Action]	\$32.20
	SIGNATURE RESOLUTION	
06/20/2023	Mediation Services (PAGA)	\$7,450.00
	BERGER CONSULTING GROUP	
10/16/2023	Expert re: Economic Data Analysts (Invoice # 9780)	\$2,250.00
	LABOR & WORKFORCE DEVELOPMENT AGENCY	
05/08/2023	PAGA Initial Filing Fee	\$75.00
	Total Costs, fees and expenses	\$13,069.50

EXHIBIT 4

William Tran

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Friday, January 19, 2024 6:53 PM
To: William Tran
Subject: [SPF FAIL] Thank you for your Proposed Settlement Submission



External (lwdadonotreply@dir.ca.gov)



01/19/2024 06:52:29 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.

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 5

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
----------------	--------	------	-------	-------	-------	-------	-------

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 6

SALARY TABLE 2023-DCB
INCORPORATING THE 4.1% GENERAL SCHEDULE INCREASE AND A LOCALITY PAYMENT OF 32.49%
FOR THE LOCALITY PAY AREA OF WASHINGTON-BALTIMORE-ARLINGTON, DC-MD-VA-WV-PA
TOTAL INCREASE: 4.86%
EFFECTIVE JANUARY 2023

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 27,822	\$ 28,756	\$ 29,679	\$ 30,601	\$ 31,525	\$ 32,065	\$ 32,981	\$ 33,903	\$ 33,940	\$ 34,809
2	31,284	32,028	33,064	33,940	34,323	35,332	36,342	37,352	38,361	39,371
3	34,135	35,273	36,411	37,549	38,687	39,825	40,963	42,101	43,239	44,378
4	38,317	39,595	40,872	42,149	43,426	44,703	45,981	47,258	48,535	49,812
5	42,870	44,299	45,729	47,158	48,588	50,018	51,447	52,877	54,306	55,736
6	47,789	49,382	50,974	52,567	54,159	55,752	57,344	58,937	60,529	62,122
7	53,105	54,875	56,645	58,415	60,185	61,955	63,725	65,495	67,265	69,035
8	58,811	60,772	62,733	64,694	66,654	68,615	70,576	72,537	74,498	76,459
9	64,957	67,122	69,287	71,452	73,617	75,782	77,947	80,111	82,276	84,441
10	71,531	73,916	76,301	78,686	81,071	83,455	85,840	88,225	90,610	92,995
11	78,592	81,211	83,830	86,450	89,069	91,688	94,308	96,927	99,546	102,166
12	94,199	97,339	100,479	103,619	106,759	109,899	113,039	116,179	119,319	122,459
13	112,015	115,749	119,482	123,216	126,949	130,683	134,416	138,150	141,884	145,617
14	132,368	136,780	141,192	145,604	150,016	154,428	158,840	163,252	167,663	172,075
15	155,700	160,889	166,079	171,268	176,458	181,648	183,500 *	183,500 *	183,500 *	183,500 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2023 Locality Pay Area Definitions page: <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/locality-pay-area-definitions/>

EXHIBIT 7

SALARY TABLE 2023-LA
INCORPORATING THE 4.1% GENERAL SCHEDULE INCREASE AND A LOCALITY PAYMENT OF 34.89%
FOR THE LOCALITY PAY AREA OF LOS ANGELES-LONG BEACH, CA
TOTAL INCREASE: 5.10%
EFFECTIVE JANUARY 2023

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 28,326	\$ 29,277	\$ 30,217	\$ 31,156	\$ 32,096	\$ 32,646	\$ 33,578	\$ 34,517	\$ 34,555	\$ 35,440
2	31,850	32,608	33,663	34,555	34,945	35,972	37,000	38,028	39,056	40,084
3	34,753	35,912	37,070	38,229	39,388	40,547	41,705	42,864	44,023	45,181
4	39,012	40,312	41,612	42,913	44,213	45,513	46,814	48,114	49,414	50,715
5	43,646	45,102	46,557	48,013	49,468	50,924	52,379	53,835	55,290	56,746
6	48,655	50,276	51,898	53,519	55,140	56,762	58,383	60,004	61,626	63,247
7	54,067	55,869	57,671	59,473	61,275	63,077	64,879	66,682	68,484	70,286
8	59,876	61,873	63,869	65,865	67,862	69,858	71,855	73,851	75,847	77,844
9	66,134	68,338	70,542	72,746	74,950	77,154	79,358	81,563	83,767	85,971
10	72,827	75,255	77,683	80,111	82,539	84,967	87,395	89,823	92,251	94,679
11	80,015	82,682	85,349	88,016	90,683	93,349	96,016	98,683	101,350	104,016
12	95,905	99,102	102,299	105,496	108,693	111,890	115,087	118,284	121,481	124,677
13	114,044	117,845	121,646	125,448	129,249	133,050	136,851	140,653	144,454	148,255
14	134,766	139,258	143,750	148,241	152,733	157,225	161,717	166,209	170,701	175,192
15	158,520	163,804	169,087	174,371	179,655	183,500 *	183,500 *	183,500 *	183,500 *	183,500 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2023 Locality Pay Area Definitions page: <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/locality-pay-area-definitions/>

EXHIBIT 8

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
32.49% Locality Payment Included
Effective January 2, 2023

Grade	1	2	3	4	5	6	7	8	9	10
1	\$27,822	\$28,756	\$29,679	\$30,601	\$31,525	\$32,065	\$32,981	\$33,903	\$33,940	\$34,809
2	\$31,284	\$32,028	\$33,064	\$33,940	\$34,323	\$35,332	\$36,342	\$37,352	\$38,361	\$39,371
3	\$34,135	\$35,273	\$36,411	\$37,549	\$38,687	\$39,825	\$40,963	\$42,101	\$43,239	\$44,378
4	\$38,317	\$39,595	\$40,872	\$42,149	\$43,426	\$44,703	\$45,981	\$47,258	\$48,535	\$49,812
5	\$42,870	\$44,299	\$45,729	\$47,158	\$48,588	\$50,018	\$51,447	\$52,877	\$54,306	\$55,736
6	\$47,789	\$49,382	\$50,974	\$52,567	\$54,159	\$55,752	\$57,344	\$58,937	\$60,529	\$62,122
7	\$53,105	\$54,875	\$56,645	\$58,415	\$60,185	\$61,955	\$63,725	\$65,495	\$67,265	\$69,035
8	\$58,811	\$60,772	\$62,733	\$64,694	\$66,654	\$68,615	\$70,576	\$72,537	\$74,498	\$76,459
9	\$64,957	\$67,122	\$69,287	\$71,452	\$73,617	\$75,782	\$77,947	\$80,111	\$82,276	\$84,441
10	\$71,531	\$73,916	\$76,301	\$78,686	\$81,071	\$83,455	\$85,840	\$88,225	\$90,610	\$92,995
11	\$78,592	\$81,211	\$83,830	\$86,450	\$89,069	\$91,688	\$94,308	\$96,927	\$99,546	\$102,166
12	\$94,199	\$97,339	\$100,479	\$103,619	\$106,759	\$109,899	\$113,039	\$116,179	\$119,319	\$122,459
13	\$112,015	\$115,749	\$119,482	\$123,216	\$126,949	\$130,683	\$134,416	\$138,150	\$141,884	\$145,617
14	\$132,368	\$136,780	\$141,192	\$145,604	\$150,016	\$154,428	\$158,840	\$163,252	\$167,663	\$172,075
15	\$155,700	\$160,889	\$166,079	\$171,268	\$176,458	\$181,648	\$183,500 **	\$183,500 **	\$183,500 **	\$183,500 **
16	\$182,607	\$188,694	\$194,780	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *
17	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *
18	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

EXHIBIT 9

JUDICIARY SALARY PLAN
Los Angeles-Long Beach, CA - Table LA
34.89% Locality Payment Included
Effective January 2, 2023

Grade	1	2	3	4	5	6	7	8	9	10
1	\$28,326	\$29,277	\$30,217	\$31,156	\$32,096	\$32,646	\$33,578	\$34,517	\$34,555	\$35,440
2	\$31,850	\$32,608	\$33,663	\$34,555	\$34,945	\$35,972	\$37,000	\$38,028	\$39,056	\$40,084
3	\$34,753	\$35,912	\$37,070	\$38,229	\$39,388	\$40,547	\$41,705	\$42,864	\$44,023	\$45,181
4	\$39,012	\$40,312	\$41,612	\$42,913	\$44,213	\$45,513	\$46,814	\$48,114	\$49,414	\$50,715
5	\$43,646	\$45,102	\$46,557	\$48,013	\$49,468	\$50,924	\$52,379	\$53,835	\$55,290	\$56,746
6	\$48,655	\$50,276	\$51,898	\$53,519	\$55,140	\$56,762	\$58,383	\$60,004	\$61,626	\$63,247
7	\$54,067	\$55,869	\$57,671	\$59,473	\$61,275	\$63,077	\$64,879	\$66,682	\$68,484	\$70,286
8	\$59,876	\$61,873	\$63,869	\$65,865	\$67,862	\$69,858	\$71,855	\$73,851	\$75,847	\$77,844
9	\$66,134	\$68,338	\$70,542	\$72,746	\$74,950	\$77,154	\$79,358	\$81,563	\$83,767	\$85,971
10	\$72,827	\$75,255	\$77,683	\$80,111	\$82,539	\$84,967	\$87,395	\$89,823	\$92,251	\$94,679
11	\$80,015	\$82,682	\$85,349	\$88,016	\$90,683	\$93,349	\$96,016	\$98,683	\$101,350	\$104,016
12	\$95,905	\$99,102	\$102,299	\$105,496	\$108,693	\$111,890	\$115,087	\$118,284	\$121,481	\$124,677
13	\$114,044	\$117,845	\$121,646	\$125,448	\$129,249	\$133,050	\$136,851	\$140,653	\$144,454	\$148,255
14	\$134,766	\$139,258	\$143,750	\$148,241	\$152,733	\$157,225	\$161,717	\$166,209	\$170,701	\$175,192
15	\$158,520	\$163,804	\$169,087	\$174,371	\$179,655	\$183,500 **	\$183,500 **	\$183,500 **	\$183,500 **	\$183,500 **
16	\$185,915	\$192,112	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *
17	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *
18	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *	\$195,000 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

EXHIBIT 10

- [Reshaping](#)
- [Summary of Reassignment](#)
- [Policy FAQs](#)
- [Contact Policymakers](#)

POLICY, DATA, OVERSIGHT PAY & LEAVE

2023 Locality Pay Area Definitions

On December 5, 2022, OPM published a final rule in the Federal Register on behalf of the President's Pay Agent making changes to the definitions of two locality pay areas. The final regulations include Carroll County, IL, in the Davenport-Moline, IA-IL locality pay area, and Brooks County, TX, in the Corpus Christi-Kingsville-Alice, TX, locality pay area, as areas of application. The definition changes and any pay adjustments resulting from the definition changes are applicable the first day of the first applicable pay period beginning on or after January 4, 2023 (January 15, 2023, based on the standard biweekly pay period cycle).

The [President's Pay Agent](#) geographically defined the locality pay areas listed below after considering recommendations from the [Federal Salary Council](#). These locality pay areas are applicable in January 2023 and were defined using [criteria](#) consistently applied for all locations throughout the country.

Most of the locations listed below are counties. The Federal Information Processing Standards (FIPS) geographic codes consist of a two-digit State and three-digit county identifier. These geographic codes are derived from the [Worldwide Geographic Location Codes](#), 1993. The only exceptions to the use of State/county codes in the locations listed below are –

- State codes are used for the Alaska and Hawaii locality pay areas, and
- State, city, and county codes are listed for -
- Sullivan City, MO, in the St. Louis-St. Charles-Farmington, MO-IL, locality pay area, and
- Three duty stations representing Joint Base McGuire-Dix-Lakehurst in the New York-Newark, NY-NJ-CT-PA, locality pay area.

Note: Section 1911 of P.L. 111-84, the Non-Foreign Area Retirement Equity Assurance Act of 2009, phased in locality pay for employees in the non-foreign areas as identified in 5 C.F.R. 591.205. Alaska and Hawaii are separate locality pay areas with separate pay tables. Other non-foreign areas are included as part of the Rest of U.S. locality pay area.

- [Alaska](#)
- [Albany-Schenectady, NY-MA](#)
- [Albuquerque-Santa Fe-Las Vegas, NM](#)
- [Atlanta--Athens-Clarke County--Sandy Springs, GA-AL](#)
- [Austin-Round Rock, TX](#)
- [Birmingham-Hoover-Talladega, AL](#)
- [Boston-Worcester-Providence, MA-RI-NH-ME](#)
- [Buffalo-Cheektowaga, NY](#)
- [Burlington-South Burlington, VT](#)
- [Charlotte-Concord, NC-SC](#)
- [Chicago-Naperville, IL-IN-WI](#)
- [Cincinnati-Wilmington-Maysville, OH-KY-IN](#)
- [Cleveland-Akron-Canton, OH](#)
- [Colorado Springs, CO](#)

- [Columbus-Marion-Zanesville, OH](#)
- [Corpus Christi-Kingsville-Alice, TX](#)
- [Dallas-Fort Worth, TX-OK](#)
- [Davenport-Moline, IA-IL](#)
- [Dayton-Springfield-Sidney, OH](#)
- [Denver-Aurora, CO](#)
- [Des Moines-Ames-West Des Moines, IA](#)
- [Detroit-Warren-Ann Arbor, MI](#)
- [Harrisburg-Lebanon, PA](#)
- [Hartford-West Hartford, CT-MA](#)
- [Hawaii](#)
- [Houston-The Woodlands, TX](#)
- [Huntsville-Decatur-Albertville, AL](#)
- [Indianapolis-Carmel-Muncie, IN](#)
- [Kansas City-Overland Park-Kansas City, MO-KS](#)
- [Laredo, TX](#)
- [Las Vegas-Henderson, NV-AZ](#)
- [Los Angeles-Long Beach, CA](#)
- [Miami-Fort Lauderdale-Port St. Lucie, FL](#)
- [Milwaukee-Racine-Waukesha, WI](#)
- [Minneapolis-St. Paul, MN-WI](#)
- [New York-Newark, NY-NJ-CT-PA](#)
- [Omaha-Council Bluffs-Fremont, NE-IA](#)
- [Palm Bay-Melbourne-Titusville, FL](#)
- [Philadelphia-Reading-Camden, PA-NJ-DE-MD](#)
- [Phoenix-Mesa-Scottsdale, AZ](#)
- [Pittsburgh-New Castle-Weirton, PA-OH-WV](#)
- [Portland-Vancouver-Salem, OR-WA](#)
- [Raleigh-Durham-Chapel Hill, NC](#)
- [Richmond, VA](#)
- [Sacramento-Roseville, CA-NV](#)
- [San Antonio-New Braunfels-Pearsall, TX](#)
- [San Diego-Carlsbad, CA](#)
- [San Jose-San Francisco-Oakland, CA](#)
- [Seattle-Tacoma, WA](#)
- [St. Louis-St. Charles-Farmington, MO-IL](#)
- [Tucson-Nogales, AZ](#)
- [Virginia Beach-Norfolk, VA-NC](#)
- [Washington-Baltimore-Arlington, DC-MD-VA-WV-PA](#)
- [Rest of U.S.](#)

Alaska

PLACE NAME

FIPS

State of Alaska

02

[Back to Top](#)

[Back to Top](#)**Los Angeles-Long Beach, CA**

PLACE NAME	FIPS
Imperial County, CA	06025
Kern County, CA	06029
Los Angeles County, CA	06037
Orange County, CA	06059
Riverside County, CA	06065
San Bernardino County, CA	06071
San Luis Obispo County, CA	06079
Santa Barbara County, CA	06083
Ventura County, CA	06111

[Back to Top](#)**Miami-Fort Lauderdale-Port St. Lucie, FL**

PLACE NAME	FIPS
Broward County, FL	12011
Indian River County, FL	12061
Martin County, FL	12085
Miami-Dade County, FL	12086
Monroe County, FL	12087

EXHIBIT 11

Joseph Lavi, Esq. (SBN 209776)
jlavi@lelawfirm.com
Vincent C. Granberry, Esq. (SBN 276483)
vgranberry@lelawfirm.com
William Tran, Esq. (SBN 335908)
wtran@lelawfirm.com
Arthur Adamian, Esq. (SBN 348428)
aadamian@lelawfirm.com
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Attorneys for PLAINTIFF ADRIANA M. CHAVIRA ARMENTA,
on behalf of herself and other aggrieved employees

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

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

Plaintiff,

vs.

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

Defendants

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

*[Assigned for All Purposes to:
Hon. Melissa R. McCormick, CX104]*

**DECLARATION OF JULIE GREEN OF
CPT GROUP, INC.**

DECLARATION OF JULIE GREEN

I, Julie Green, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by CPT Group, Inc., (“Settlement Administrator” or “CPT”), as Senior Vice President of Operations, Class Action Services.

3. CPT Group, Inc. is located at 50 Corporate Park, Irvine, CA 92606.

4. For this matter, CPT is able and willing to provide Administration services as provided in the parties’ Settlement Agreement and described further in this declaration.

5. I have been employed by CPT for 18 years, managing the operations department and supervising multiple notice and claims administration programs. As Senior Vice President of Operations, I am responsible for the oversight, supervision, and evaluation of all departments and positions related to the administration of class action matters to ensure superior quality and successful execution of each component required to complete the settlement process. In my career at CPT, I have been responsible for the design and/or implementation of hundreds of class action notice plans.

6. As a company, CPT has extensive experience in providing court-approved notice of class actions and administering various types of notice programs and settlements, including matters under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”). In the past 30-plus years, we have provided notification and/or claims administration services in thousands of class action cases. CPT offers a wide range of class action administrative services for developing, managing, and executing all stages of integrated settlement plans. A true and correct copy of CPT’s company resume (“CPT CV”) is attached as **Exhibit A**, which provides detailed information concerning our class action claims administration qualifications, and experience, as well as our Information Security Statement that details CPT’s procedures for the protection of confidential class member information.

7. CPT was selected by the parties in the above-captioned matter to provide administration services in this PAGA settlement. In this capacity, CPT will complete the following tasks as part of its administration duties: (a) prepare, print, and mail to Aggrieved

1 Employees a check and notification of the matter; (b) provide call center support through a
2 dedicated toll-free number where Aggrieved Employees are able to speak to a live bi-lingual
3 representative regarding case information as well as establish a dedicated static website that
4 posts pertinent case information; (c) perform an NCOA to update addresses prior to mailing as
5 well as process undeliverable mail and remail accordingly; (d) file any required reports with the
6 court; (e) establish a fund for authorized payees; (f) pay the amounts due to each Aggrieved
7 Employee pursuant to the list provided by Defendant; (g) make payments to Aggrieved
8 Employees through the established fund and file all applicable tax returns; and (h) handle any
9 uncashed checks as authorized by the court.

10 8. A true and correct copy of CPT's estimate associated with the administration of
11 this matter is attached as **Exhibit B**. It provides for a discounted flat fee of \$11,000, based on the
12 hours and work involved as represented by counsel at the time the quote was provided.

13 I declare under penalty of perjury under the laws of the United States and state of
14 California that the foregoing is true and correct.

15 Executed on January 17, 2024, at Irvine, California.

16
17
18
19 
20 JULIE GREEN
21
22
23
24
25
26
27
28

EXHIBIT A

CURRICULUM VITAE



50 Corporate Park
Irvine, CA 92606



www.CPTGROUP.com



1 (800) 542-0900



COMPANY PROFILE

CPT Group, Inc. ("CPT"), founded in 1984, is a leading provider of notice and settlement class action administration services and has been appointed as the third-party administrator by all major courts. Throughout our history, CPT has disbursed billions of dollars in settlement funds, serviced over 250,000,000 class members, and administrated over 7,000 cases. CPT offers a wide range of class action administrative services for developing, managing, and executing all stages of integrated notice plans and settlements. This includes pre-certification and discovery mailings, class-certification mailings, claims processing and administration, data management, data reporting, settlement fund administration, legal noticing campaigns, website design, and web hosting. The project management team, call center, data entry center, IT, and production facilities are all located at the corporate headquarters in Irvine, CA.

QUALITY ASSURANCE & SECURITY

The integrity of CPT's work and our stringent quality assurance protocols are strengthened by the staff's ability to operate in close proximity keeping the work managed in-house. With a commitment to rigorous security protocols and controls, CPT upholds an obligation to its clients to maintain data and cyber security practices that comply with AICPA SOC 2 - Type II.

DIVERSITY & INCLUSION

CPT believes that promoting diversity starts with a commitment to building understanding and awareness. Diversity is not just cultural or ethnic, it includes people of all ages and backgrounds. We are guided by a commitment to removing barriers to the recruitment, retention, and advancement of talented individuals from historically excluded populations. CPT recruits and rewards team members based on capability and performance, regardless of race, gender, sexual orientation, gender identity or expression, lifestyle, age, educational background, national origin, religion, or physical ability.

AREAS OF EXPERTISE

- **PROJECT MANAGEMENT** - At the heart of our administrative capabilities is the ability to manage and process our cases as a neutral TPA with efficiency, accuracy, and in compliance with the terms of the parties' agreement. Our skilled approach in the use of technology, effective management, and quality assurance is the core of our operation.
- **Claims Administration** - CPT conducts extensive Quality Assurance processes throughout the duration of the claims period. Any responses received from Class Members are processed according to our strict internal procedures and in accordance with the Settlement Agreement. Counsel is provided with all required reporting, including, where applicable, a list of approved claimants and the settlement calculations for each.
- **Call Center** - CPT's case support representatives stand ready to service all case inquiries offering live, multi-lingual, 1-1 response, 5 days a week during business hours (extended hours available). Interactive Voice Response (IVR) assures that class members receive the assistance and support they require 24 hours a day. A proprietary call tracking system combined with highly trained representatives ensures an accurate class member history for each and every call.
- **Data Management/Reporting** - Through programmatic analysis, CPT will standardize the class data to compile a master mailing list. CPT prepares weekly status reports for each case that summarize the status of returns and responses such as mail pieces and claim form submissions. CPT is SOC 2 Type II certified, which ensures necessary measures are taken to safeguard all class member data.
- **Noticing Expertise** - CPT's legal notice experts have a combined experience of over 25 years in the industry and come together to plan a successful notice campaign based on the requirements of the Settlement. After strategizing and consulting with Counsel, our team will determine the best method of notification to reach your intended target audience. Whether notification will be through means of a known or unknown data set, CPT will execute the campaign with precision and accountability.
- **Settlement Fund Administration** - CPT's team of tax and accounting professionals manages all fund distributions through a rigorous and supervised process. Stringently following the terms of the Court Order, CPT maintains its Qualified Settlement Fund (QSF) accounts through federally insured banks with access restricted to authorized personnel only. On behalf of the QSF, CPT will handle all remittances and reporting to local, state, and federal tax authorities.

EXPERIENCE

CPT has extensive experience providing court-approved notice and administration services in complex, large fund, and top-tier class action settlements across a broad spectrum of unique subject matters. Below are highlights from a few relevant cases we handled:

- ***Helmick v. Air Methods Corp., Alameda County Superior Court, Case No. RG13665373***: (*Top Settlements*, 2020) Administration of this \$78,000,000 employment settlement included direct mailed notice to class members, production and maintenance of a settlement website, and distribution of over \$48,000,000 to eligible claimants.
- ***Wackenhut Wage and Hour Cases, Los Angeles County Superior Court, Case No. JCCP Np. 4545***: (*Top Settlements*, 2019) To notify potential class members in this \$130,000,000 wage and hour settlement, CPT provided email and text notice in both English and Spanish, maintained a dedicated settlement website with an online claims portal, and a toll-free support hotline. CPT's outreach efforts resulted in a 57.14% filing rate.
- ***Sanchez v McDonald's Restaurants of California, Los Angeles County Superior Court, Case No. BC499888***: (*Top Settlements*, 2019) Notice methods in this \$26,000,000 wage and hour settlement included both mailed notice in both English and Spanish and email notification, as well as a settlement website and toll-free case support hotline.
- ***Augustus et al. v. American Commercial Security Services, Inc., Los Angeles County Superior Court, Case No. BC336416***: (*Top Settlements*, 2018) Administration duties in this \$110,000,000 employment settlement included direct mailed notice to class members in both English and Spanish and distributing over \$72,000,000 in settlement funds to valid claimants.
- ***Abdullah v U.S. Security Associates, Inc., Case No. 2:15-cv-09-00984 PSG-E (C.D. Cal.)***: (*Top Settlements*, 2018) Administration of this \$21,000,000 wage and hour settlement included direct mailed notice to class members, class member support hotline and distribution of over \$13,000,000 to eligible claimants.
- ***Thompson v. 1-800 Contacts, Inc., Vision Direct, Inc., Walgreens Boots Alliance, Inc., Walgreen Co., Arlington Contact Lens Service, Inc., National Vision, Inc., Luxottica of America, Inc. (f/k/a Luxottica Retail North America, Inc.), Case No. 2:16-cv-01183 (D. Utah)***: This \$40 million-dollar anti-trust settlement comprised of four settlement classes required design and implementation of a robust, multi-faceted two-part notice program with a multi-layered media campaign combining the use of various digital advertisement platforms, a press release, a dedicated settlement website with an online claims portal, and a toll-free support hotline. The notice program also included an e-mail notice campaign to approximately 10,000,000 potential class members. Combined notice efforts resulted in over 140,000 claimants.
- ***Broomfield v. Craft Brew Alliance, Inc., Case No. 5:17-cv-01027-BLF (N.D. Cal.)***: CPT's outreach efforts in this \$20 million consumer settlement included a multi-media channel approach to notice which employed direct mailed notice and a digital, social, and mobile media campaign which reached an impressive 91.43% of the targeted 8,000,000 class members. CPT processed both electronic and hard copy claim forms and valid claimants were paid via paper checks, e-Check, and ACH.
- ***Livingston v. MiTAC Digital Corporation, Case No. 4:18-cv-05993-JST (N.D. Cal.)***: In this matter, CPT was charged with distributing direct notice via email and mail as well as the design and execution of a multi-media channel supplemental notice campaign that combined the use of various digital advertisement platforms, a nationwide press release, print publication, a dedicated settlement website, and a toll-free support hotline. Combined, these efforts reached 82% of the targeted audience. Claims processing included claim forms submitted both digitally and hard copy and valid claimants received paper checks.
- ***Lim, et al. v. In re Vendi, Inc., Superior Court of the State of California, County of Santa Clara, Case No. 1-14-CV-259897***: In this \$3 million data breach settlement, CPT notified approximately 9,000,000 potential class members through a combination of email, postcard, and publication notice. Claims processing included claim forms submitted both digitally and hard copy, and valid claimants received paper checks.

EXPERIENCE

- ***Mael v. Evanger's Dog and Cat Food Co., Inc., et al. Case No. NO. 3:17-cv-05469-RBL (W.D. Wash):*** Notice efforts included a multi-media program designed to reach settlement class members through a combination of direct and supplemental notification methods. Email, internet banner and social media advertisements, a dedicated settlement website, and a toll-free support hotline were used to effectively reach 87% of the target audience nationwide. CPT processed both electronic and hard copy claim forms and valid claimants were paid cash awards or product certificates.
- ***Jacobo, et al. v. Ross Stores, Inc., Case No. 2:15-cv-04701-MWF-AGRx (C.D. Cal.):*** In this \$4.85 million consumer settlement, CPT notified approximately 9,000,000 potential class members via direct email notice and a media campaign that combined the use of various digital advertisement platforms, a nationwide press release, print publication in People magazine, a dedicated settlement website, and a toll-free support hotline. Ultimately, CPT processed 285,000 claims and disbursed \$3,000,000 in merchandise certificates.
- ***Gold, et al. v. Lumber Liquidators, Inc., Case No. NO. 3:14-cv-05373-RS (N.D. Cal.):*** The Notice Plan for this matter relied heavily on direct notice, but to ensure effective reach also encompassed supplemental notice efforts including digital advertisements, a nationwide press release, a dedicated settlement website, and a toll-free support hotline. CPT processed claims submitted electronically, and hard copy and valid claimants were paid via a combination of paper checks and vouchers.
- ***Bokelman, et al. v. Zippy's/FCH Enterprises, Inc., United States District Court for the District of Hawaii, Case No. 18-00209-RJB-RLP:*** Notice efforts for this data breach settlement included a multi-media program designed to reach settlement class members through a combination of direct mail, email, in-store notice, and supplemental media. The digital notice campaign served impressions for 8-weeks across Google Display Network (GDN), programmatic display, press releases, Facebook, Instagram, Twitter, print publication, and Google Ads. Overall, the supplemental notice campaign alone reached 72% of the target audience nationwide.
- ***Coleman, et al. v. Boys Town National Research Hospital, District Court of Douglas County, Nebraska, Case No. D01C118008162:*** Notice to 98,957 class members in this data breach settlement was mailed in April 2020 when CA businesses were under stay-at-home orders. CPT was able to execute and carry out all administrative duties outlined in the settlement agreement without any disruption due to our robust Pandemic Policy that was immediately put into practice once the Governor gave executive orders.
- ***Christofferson, et al., v. Creation Entertainment, Inc., Superior Court of the State of California, County of Los Angeles, Case No. 19STCV11000:*** Notice efforts for this data breach settlement included a multi-media program designed to reach settlement class members through direct mail, email, and supplemental media. The digital notice campaign served impressions across Google Display Network (GDN), programmatic display, PR Newswire national Newswire, Facebook, Instagram, Twitter, print publication, Google Ads and Bing Ads. CPT's supplemental notice program reached 75% of the target audience nationwide. In addition, CPT served notice to 94.6% of the class members for whom the defendant provided an email address and 99.5% by mail. CPT reported a 3.79% filing rate.



QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL



JULIE N. GREEN, **Senior Vice President of Operations** **Notice Expert**

With 17 years at CPT, Julie Green is a driving force behind the company's ongoing success. Through oversight responsibilities for the entire operation, she has an expert hand in all aspects of notice administration and demands quality and success for each step of the process. Making informed recommendations to meet the goals of complex and unique settlements, Julie has been responsible for the design and or implementation of thousands of class action notice programs. She understands the necessary mechanics to ensure that effective notice is executed while making certain neutrality and client confidentiality is continually maintained. In her position, Julie leverages the Operations Team's abilities to meet the goals and objectives of the Business Development Team, while ensuring that CPT's clients are met with exceptional service and a successful notice program. Julie holds a BA in Drama and Psychology & Social Behavior from the University of California, Irvine.

RANDI J. MARTZ, **Director of Marketing & Business Development** **Notice Expert**

Ms. Martz serves as Director of Marketing and Business Development and has been with CPT Group for more than 14 years. Randi is responsible for critically analyzing the requirements of a settlement for legal notification through secondary market research, data analysis, planning, and execution. Upon consulting with clients to determine the needs of the Settlement parties, Randi finds ways to increase efficiencies to implement cost savings for the RFPs. She is also tasked with researching and analyzing target markets to develop strategic and tactical plans to grow the business. As the liaison between the Business Development and Operations Teams, Randi collaborates on identifying critical business development and marketing opportunities to strengthen the Settlement and Client's core objectives. Randi received her B.A. in Business Administration, a Professional Concentration, from California State University of Fullerton.

TIM PHILLIPS, **Vice President, Business Development**

Tim Phillips has been a member of CPT Group since 2010, and in the attorney service and litigation support industry for 15 years. As a senior staff member of the sales team, Tim is an intricate piece of the overall puzzle and has been a driving force behind the success at CPT. His leading sales, consulting, and marketing strategies have established CPT as a premier Class Action Settlement Administrator. Tim has proven to be the leading wage and hour consultant in California and brings in over 200 settlements a year in all realms of class action. Tim provides exemplary service to his clients with a steadfast goal that longevity of the relationship is most important.

JACQUELINE N.K. HITOMI, **Director of Settlement & Treasury Services**

Jackie Hitomi is the Director of Settlement & Treasury Services at CPT Group. With 15 years of experience in the class action industry, Jackie oversees the distribution process and is responsible for ensuring the accuracy of settlement calculations and compliance with court-approved agreements. Jackie manages a team of disbursement and tax administrators and provides guidance to the case management team for complex settlements. As a Director, Jackie serves as a trusted contact for clients and assists with the effectuation of multifaceted projects. She is also a key contributor to the development and execution of the settlement administration process. Jackie began her legal career as a Paralegal at the Orange County District Attorney's Office and has also held Senior Paralegal positions in several law firms in Orange County and Los Angeles. She received her B.A. in International Relations and Law & Public Policy, from the University of Southern California, and completed the ABA Paralegal Studies from the University of California, Los Angeles.

ABEL E. MORALES, **Director of Operations**

Abel Morales is the Director of Operations at CPT Group. Since joining CPT in 2010, Abel has handled hundreds of class action cases from inception through distribution and has become an expert in complex settlements. He is the primary client contact and is well trusted for his expertise in the class action industry. Abel oversees the Claims Processing Department, Production Department, and Class Member Support Services. His wide range of expertise provides valuable insight into all facets of the Administration process. Prior to CPT Group, Abel was a Senior Analyst for 9 years at a prominent Fortune 500 mutual insurance holding company. Abel also holds a B.A. in International Finance from the California State University of Fullerton. He is bilingual in Spanish.

QUALIFICATIONS & EXPERIENCE OF KEY PERSONNEL



J. LES GAINOUS, **Software Development Manager**

J. Les Gainous has over 30 years of experience in developing and architecting enterprise-level software applications, with 10 of those years as a solutions architect with the Microsoft Corporation. At Microsoft, Les was involved with major software application projects at many Fortune 50 companies, including corporations such as Motorola, Toyota America, Merck Pharmaceuticals, Chevron, VISA America, and Charles Schwab. At CPT his team is primarily responsible for architecting and engineering CPT's Line of Business software application. The application allows cross-case functionality via a centralized system-of-record data store. Having this cross-case functionality, the application allows for automating sets of processes around the administration of class action cases. Along with automation, his team minimizes data redundancies. Les is a graduate of Florida State University with a BS in Business Administration and a minor degree in Computer Science.

ALEJANDRA ZARATE, **Supervising Case Manager**

Alejandra Zárate de Landa is CPT Group's Case Quality Assurance Manager. In her role, she is responsible for analyzing the Stipulations of Settlement as well as the Court Orders to ensure compliance in all aspects of case administration as well as the allocation of settlement funds to class members. Alejandra started with CPT Group over 15 years ago in the claims department and became a Case Manager in 2009. She was promoted into her current role in 2016. Alejandra received her degree in Computer Engineering from Autonomous University of Baja California in Ensenada, B.C. Mexico. While earning her degree, she worked as a web development assistant and helped develop a web page for students interested in taking off-campus classes.

TIM CUNNINGHAM, **Supervising Case Manager**

Tim Cunningham has successfully managed over 400 cases in his 11 years at CPT Group. As Supervising Case Manager, under his direction, a team of Case Managers and Assistants are trained and guided to oversee all case activity—from administrative conception to disbursement. Tim and his team are also the primary contact between the firm and Counsel while also working closely throughout administration with the IT, Mailing, Claims, and Call Center departments. Prior to CPT Group, Tim was a Lead Relationship Manager for 10 years at a prominent Fortune 500 mutual insurance holding company. Tim earned his B.A. in Public Administration with a minor in English from California State University San Diego.

CAROLE THOMPSON, **Supervising Case Manager**

Carole Thompson is a Supervising Case Manager at CPT Group. In this role, she leads a team of Case Managers and Assistants and ensures the proper guidance and supervision is upheld for high accuracy levels and prompt adherence to court-ordered deadlines. She is also responsible for overseeing all case activities and having a comprehensive understanding of each case her team handles. Carole initially joined CPT in 2010 as a Case Manager. In her career prior, she spent 12 years in the Financial Industry at a prominent Fortune 500 annuities company. Then, when an opportunity took her family to Minot, North Dakota, she had to leave CPT, but gained 5 years of Human Resources expertise, first as Benefits Specialist at Trinity Health and then as a Benefits Coordinator at Food Management Investors, Inc. Upon returning to California in 2016, Carole rejoined CPT, providing a strong professional background to the team.

TARUS DANCY **Supervising Case Manager**

As a Supervising Case Manager at CPT Group, Tarus leads a team of Case Managers that oversee a breadth of cases, including Wage & Hour, pre-settlement Belaire, and Class Certification matters. With over a decade of experience in project management, Tarus brings a track record of guaranteeing projects are completed on schedule and in accordance with case specifications. In addition, his exceptional communication and leadership abilities support the continuity of the various projects he oversees. Tarus holds an M.B.A. in Project Management from the Florida Institute of Technology and a B.A. in Communications from the University of Memphis.

EXHIBITS

EXHIBIT 1. CPT'S INFORMATION SECURITY STATEMENT

EXHIBIT 2. CPT'S DATA AND SETTLEMENT FUND TRANSMISSION METHODS

EXHIBIT 1

INFORMATION SECURITY STATEMENT

Confidential



CPT Group, Inc. ("Company" or "CPT") maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations and is designed to (a) ensure the security, privacy and confidentiality of Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of the Class Member Information, and (c) deny unauthorized access to, use, deletion, or modification of Class Member Information. As part of an ongoing effort, throughout its business CPT has implemented the following security controls and procedures:

- 1) Company uses Class Member Information only for the purposes for which Client provided it, as described in any Agreements and/or Court Order's governing the provisions of the Company's services on any particular engagement.
- 2) Company has designated one or more specifically named employees to be responsible for the administration of its Information Security Program.
- 3) Company has and maintains processes for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of the Company's operations and evaluating the effectiveness of the safeguards for controlling these risks.
- 4) Company utilizes an EDR that runs and analyzes daily Risk Assessment and Threat Intelligence scans on all company computer stations, servers and protected network subnets. These scans search for any software vulnerabilities along with data containing sensitive information ("SI").
- 5) All computers are provisioned with an advanced security stack. Company's Endpoint Protection centrally reports activity, handles patch management and security policies. Company's security stack is based on DNS and content filtering, deep packet inspection at the firewall level, antivirus/antimalware, email filtering and user behavior analysis. Each endpoint is monitored with modern Data Loss Prevention ("DLP") software. Company's DLP system prevents connection to unauthorized external storage, or cloud systems. It actively blocks screen prints and will not allow confidential user information to be sent out of our trusted network.
- 6) Login access to Company email or systems requires two factor authentication, which requires not only a password and username but also something physical, like user location, secure ID token or biometrics.
- 7) Company regularly monitors, tests and updates its Information Security Program.
- 8) Company restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs.
- 9) Company performs an annual audit of its Information Security Program and maintains compliance with **AICPA SOC 2 Type II**. This includes a review of the controls: vulnerability scans, secure software development life cycle, patch management, intrusion detection and prevention, encryption of storage media and devices. Company makes reasonable changes to its Information Security Program to ensure it can maintain safeguards that are appropriate for the Class Member Information at issue.
- 10) At Client's request, but only when and in a manner consistent with applicable Agreements and/or Court Orders, Company will securely destroy or return all Class Member Information in its possession and certify to Client in writing that Company has done so. If Company destroys Class Member Information rather than return it, Company will use destruction methods in compliance with all applicable state and federal laws and regulations, including NIST Special Publication 800-88, Revision 1 (2015). This obligation to return or destroy information shall not apply to Class Member Information that is stored in backup or other disaster recovery systems, archives or other storage systems that make it impractical to destroy the information, but if Company retains Class Member Information for these reasons, its obligation under the Settlement Agreement will continue to apply for so long as it retains the information. Additionally, the Company will retain all hard copy documents (i.e. Claim Forms, etc.) for a period of 6 months, at which time they are scanned and shredded on Company premises in compliance with NIST and SOC Cybersecurity Framework.
- 11) Company performs extensive background checks (County Criminal, County Civil and National Criminal Database Search) of all its employees, including a review of their references, employment edibility, and education verification to ensure they do not pose a risk to the security of Class Member Information or Clients employees. Company will provide, upon request, a copy of its background check requirements for Clients review and approval. Nothing in this document shall compel Company to disclose the results of such background information of its employees.

INFORMATION SECURITY STATEMENT

Confidential

12) Company conducts a monthly third-party credentialed vulnerability assessment with Trustwave. Vulnerabilities rated as high are patched/resolved within 48 hours, medium within 1 week, and low within 2 weeks. If a vulnerability cannot be resolved within our standard timeframe, a compensating control will be introduced to protect the vulnerable systems. To ensure Company receives timely information regarding new threats and vulnerabilities, Company subscribes to US-CERT notices as well as notices are received from Sonicwall and Crowdstrike. New threats are communicated to our executive and leadership team to disseminate to all employees within the company.

13) Company has implemented the following safeguards for systems that process, store or transmit Class Member Information:

- Identify and Access Management.
- Windows password complexity with a specific length, history, upper and lower characters, numbers, expiration every 45 days.
- Two-Factor authentication for remote access.
- Removable media devices, personal web-based email, instant message, or online storage (i.e. Dropbox, Google Drive, iCloud, etc.) are blocked and restricted.
- Company uses the Microsoft Office 365 to host corporate email.
- Company uses the HTTPS or SFTP standard for all data transmissions and ensures that all Client Data is encrypted while in transmission between Company's data center and the Company's computer system or other devices (as applicable) and at rest, consistent with SOC 2 Type II standard, but no less than a 128-bit key for symmetric encryption and a 1024-bit key for asymmetric encryption.
- Company requires its clients and self to transfer files with sensitive Class Member Information via a secure transmission protocol through Citrix Sharefile FTP which secures file during transfer with SSL/TFL encryption protocols and in storage using AES 256-bit encryption. Links to files expire after 7 days. Company requires all files transferred in this method to be password protected during transmission and password to be provided telephonically. Files are retrieved by Company, and then deleted manually upon successful download (or auto deleted after 7 days from upload by system).
- Upon hire and annually thereafter, security training of all employees using the online security training platform Knowbe4. Users are required to complete one hour of security training per year. Users are required to take tests online to ensure they've retained the knowledge. Topics covered are spear phishing emails, compromised website, social engineering, strong passwords, ransomware, handling sensitive information, mobile device security.
- Company actively tests security defenses. Staff participate in simulated phishing exercises to reinforce previous training. Company also conducts monthly external penetration tests and daily internal vulnerability scans to ensure the integrity of our security measures.
- Terminated employees are immediately prevented from accessing Class Member Information.
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Separation of Duties.
- Business Continuity Planning.
- Disaster Recovery Planning.
- Pandemic Recovery Planning

14) Company's physical security requires that employees use an encoded card-key to gain access to the facility as all doors are mechanically locked at all times. Employees can only enter or exit through a front door or back door, both of which are protected by security cameras. Inside the facility, secure areas in the office that contain checks or sensitive material are also protected by electronic card-key badge access and limited to select employees. Security cameras monitor the areas that contain the sensitive material and audits are conducted periodically on the area. Access to the server room is strictly limited to only five individuals and protected by the encoded card-key badge access. Security cameras monitor the inside and outside of the secured area with audits being conducted periodically.

INFORMATION SECURITY STATEMENT

Confidential

15) Company staff are required to maintain in compliance with the Information Security Policies, Compliance Manual, and Non-Disclosure Agreement. The matters covered in the Code of Business Conduct and Ethics are of the utmost importance to the Company and are essential to the Company's ability to conduct its business in accordance with its stated values. We expect all officers, directors, employees, agents, contractors and consultants to adhere to these rules in carrying out their duties for the Company. The Company will take appropriate action against any officer, director, employee, agents, contractor or consultant whose actions are found to violate these policies or any other policies of the Company. Disciplinary actions may include immediate termination of employment or business relationship at the Company's sole discretion. If the Company has suffered a loss, then it may pursue its remedies against the individuals or entities responsible. If laws have been violated, then the Company will fully cooperate with the appropriate authorities.

Definitions

- 1) **"Class Member Information"** means Class Member name, address, or other contact information and class member claim filing information necessary for Company to perform services required by applicable Agreements or Court Orders in context to the Administration of a Settlement or other Class Action litigation.
- 2) **"Client"** means collectively Plaintiff Counsel and Defense Counsel, Plaintiff and Defendant.
- 3) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under the Settlement Agreement, as provided by Client.
- 4) **"Company"** means CPT Group, Inc. a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
- 5) **"Sensitive Personal Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall not include any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.



EXHIBIT 2

TRANSMISSION METHODS FOR SENSITIVE INFORMATION

CPT Group, Inc. ("CPT") maintains strict guidelines for the submission, transfer, and protection of Client Data and Wire Information.

A. CLIENT DATA TRANSMISSION METHODS

Counsel shall submit all Client Data to CPT as follows:

1. Link provided by CPT to secure FTP (sharefile) for transfer of data files.
2. All files uploaded should be password protected.
3. Password provided to CPT personnel telephonically.
4. Once files are uploaded to and retrieved, files are deleted (files set on autodelete after 7 days of upload).

Counsel agrees and acknowledges that the above method is the only method authorized by CPT to receive Client Data. Attempts to transmit Client Data by other means are customarily not accepted. In the event Counsel utilizes other means to transmit or attempt to transmit Client Data, CPT disclaims all responsibility for such transmissions or attempted transmissions.

B. BANK WIRE INFORMATION

Incoming from Defense Counsel to QSF.

CPT provides Qualified Settlement Fund bank account wire instructions to Defense Counsel as follows:

1. Wire instructions are printed in PDF format, are uploaded with password protection, and are made available to Defense Counsel via secure Sharefile.
2. CPT will call Defense Counsel directly and provide the password telephonically.
3. Defense Counsel is requested to then call CPT prior to wiring funds to confirm receipt of all applicable information.

Defense Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate QSF wire instructions. CPT will decline attempts by Defense Counsel to receive such instructions by other means. In the event Defense Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction, or loss of such wire instructions.

Outgoing from QSF to Plaintiff Counsel.

1. CPT does not send passwords via email either internally or externally.
2. For wire instructions for Plaintiff Counsel, such instructions should be communicated to CPT either by phone or by secure Sharefile.
3. CPT will confirm wire information on file with the bank name and last four digits of the account number only.

Plaintiff Counsel agrees and acknowledges that the above method is the only method authorized by CPT to communicate wire instructions. CPT will decline attempts by Plaintiff Counsel to receive such instructions by other means. In the event Plaintiff Counsel utilizes other means to transmit or attempt to transmit wire instructions, CPT disclaims all responsibility and liability for such transmissions or attempted transmissions including without limitation for any unauthorized access, acquisition, destruction, or loss of such wire instructions.

EXHIBIT 3



Class Action Administrators

The Industry's Premier
Class Action Administrator



CPT Group is the Nation's premier Class Action Claims Administrator handling a broad spectrum of cases with value-added, single-source expertise, and premier service.

Putting CPT Group in place as your Administrator influences every element of the process thereafter. Rely on us to analyze, plan, and administrate with integrity, drawing from a broad base of administration experience with class action settlement and beyond.

Value Added Philosophy

CPT Group's cadre of experts understands how each piece of the administrative puzzle fits seamlessly into the big picture. Dynamic, capable, and service-centric our elite staff delivers peak productivity and value. The longevity of our Administrators, stringently tested Case Managers, and trusted Consultants merge to assure neutrality, attention to detail and quality for "true-number" proposals and no costly surprises.

Best In Class Service

From informed Case Managers who are your single point of contact, to secure in-house resources, we work as one to bring you superior service you can rely on. Count on us to be fully up to date, aware of all contingencies, and espond with speed and accuracy.

Capabilities

Selecting CPT Group is the first step in determining the outcome of your settlement. Multifaceted capabilities, the distinct advantage of experience, particularly in cross category settlements, require that all pieces are organized, positioned correctly and put into place.

One team. One purpose. We put you first.

Proprietary Technology and Superior Workflow

Without doubt, the security of settlement information is of the utmost importance.

AdminLink: Internal Case Information Access Management

Exclusive proprietary technology offers access to real time reports, response rates and more, 24/7. With AdminLink, our operations staff can access current case information in one single location, ensuring every CPT staff member involved in your case is up to date and has all the information they need at their fingertips.

Comprehensive Marketing

Our onsite print/mail house and web development team not only affords you greater value and tighter security, we assure full legal compliance in all materials and up to date information for all class members, thereby reducing demands on client time and resources.

Comprehensive Service

Pre-Settlement Consulting

Entrusting class action administration to CPT Group is the first step in the confident achievement of the goals of the lawsuit. Our full spectrum consultation services address every critical area of need, providing clear and actionable planning combined with cost-effective administration.

- Preliminary Approval Declarations
- Settlement Agreement Consultation
- Timelines
- Scheduling
- Statistical Reporting
- Notice Campaign Planning
- Neutral Third Party Administrator

Legal Notification

CPT Group is adept at third-party data hosting and communication services using proprietary technology across multiple platforms, including print, media and online. Clear-language

documents, translated according to class member needs, support and guide members through a seamless case rollout, regardless of scope or complexity.

- Pre-Certification/Belaire West/Privacy Mailing
- Class Certification Noticing
- Settlement Notification
- Formatting Legal Notices
- Electronic Notification email/website
- Translation Services
- In-House Production
- Expert Legal Noticing Campaigns
- In-House Translation Services

Data Management

Quality, accuracy, speed and security are the cornerstones of CPT's proprietary technology and data management systems. We developed our specialized data management, analysis and reporting tools to move the skillset up, innovate new and better solutions and create a superior workflow with complete and timely accountability and efficiency.

- Data Analysis
- Data Entry
- Data Management
- Secure Data Transfer
- Data Reporting

Class Member Assistance

Customer response and targeted outreach receive multilevel attention. We have a massive capacity to handle this all-important aspect of settlement administration. Our multilingual call center offers class members 1:1 responsiveness. Interactive Voice Response assures that class members receive the assistance and support they require. Our proprietary, case-specific call tracking system uses dedicated toll-free numbers, and highly trained



representatives to document and maintain an accurate class member history of interaction.

- Live Call Center Support (multilingual)
- Interactive Voice Response (IVR) capabilities
- Proprietary Call Tracking System

Claims Administration

At the heart of CPT's administrative capabilities is our ability to process claims accurately, efficiently and in full compliance. Our skilled approach to using technology and controlling management costs is the bedrock of our effectiveness. Regardless of class size or case intricacy, we address all aspects of administration to provide comprehensive and complete solutions.

- In-House Secure Data Processing
- Track & Process Undeliverable Mail
- Claims Processing (mail/online)
- Host & Maintain Case Websites
- Secure Claims Validation

Settlement Fund Administration

CPT's centralized fund distribution process manages fully audited and securely supervised accounts, handling all aspects of Federal and State tax filings and forms printing and distribution to all recipients.

- Secure Disbursement Processing

- Qualified Settlement Fund (QSF) Management (establish/maintain)
- Federal and Multi-State Tax Reporting (W2/1099)
- Physical Checks, ACH, eCheck, Merchant eGift Cards, Merchant Physical Gift Cards, and Prepaid Debit Cards Options
- Escheatment of Unclaimed Settlement Funds
- Cy Pres Distribution

Widespread Experience

- | | |
|----------------------------|-----------------------|
| • FLSA | • Government Services |
| • Wage & Hour | • Insurance |
| • Labor & Employment | • Securities |
| • PAGA | • Finance |
| • Consumer | • Antitrust |
| • Product Liability | • ERISA |
| • Data Breach Notification | |

Contact Us 800.542.0900

CPT Group, Inc. is not just part of the solution. It is the solution. Please allow us to answer your questions and discuss your immediate and future needs.

EXHIBIT B

CASE NAME: CHAVIRA v COLLECTORS UNIVERSE, INC.

Date: November 7, 2023

PAGA Disbursement Only

Requesting Attorney: Arthur Adamian

Aggrieved Employees: 1,410

Plaintiff or Defense: Plaintiff

Postage Total: \$1,017.18

Firm Name: Lavi & Ebrahimian

Grand Total: \$17,279.93

Telephone: (310) 432-0000

DISCOUNTED FLAT FEE: \$11,000.00

Email: aadamian@lelawfirm.com

The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.

The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Aggrieved Employees will be Assigned a Unique Mailing ID which will be Used Throughout Administration. CPT will Setup and Maintain a Static Website.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Project Manager: Notice Format	\$95.00	1	\$95.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
Static Website	\$500.00	1	\$500.00
TOTAL			\$2,310.00

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Call Center Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	282	\$846.00
TOTAL			\$1,146.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.20	1,410	\$282.00
TOTAL			\$717.00

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA and Further Skip Trace if Necessary. From There, CPT will Mail an 8.5"x11" MICR Check and Notice to Valid Aggrieved Employees. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashed and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	2	\$300.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Programming: Setup & Printing of Checks	\$150.00	4	\$600.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	141	\$119.85
Print & Mail Notice, Checks & 1099	\$3.00	1,410	\$4,230.00
First-Class Postage (up to 1 oz.)*	\$0.66	1,410	\$930.60
		TOTAL	\$7,405.45

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

POST-DISTRIBUTION & TAX REPORTING

CPT Estimates that 6% of the Checks will be Returned Undeliverable and Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process all Requests for Check Re-Issues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF. Throughout the Duration of Administration, CPT will Provide the Parties with Bi-Weekly Status Reports. Upon the Conclusion of the Disbursement, CPT will Issue a Due Process Declaration.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	85	\$42.50
Skip Trace for Best Address	\$0.50	76	\$38.00
Remail Undeliverable Checks	\$3.00	60	\$180.00
First-Class Postage (up to 1 oz.)	\$0.66	60	\$39.60
Re-Issue Checks as Required	\$5.00	15	\$75.00
First-Class Postage (up to 1 oz.)	\$0.66	15	\$9.90
Project Supervisor: Account Reconciliation	\$150.00	6	\$900.00
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	1	\$150.00
Project Manager: Account Files Sent to Atty	\$95.00	1	\$95.00
Project Supervisor: Final Declaration	\$150.00	1	\$150.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
		TOTAL	\$3,390.00

*CPT will file Federal taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	296	\$44.40
Project Manager: SCO Fall Reporting	\$95.00	2	\$190.00
Project Supervisor: Review of SCO Reports	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.64	1	\$8.64
Check Reissues for Winter/Spring QTR	\$5.00	30	\$150.00
First-Class Postage (up to 1 oz.)	\$0.66	30	\$19.80
Project Manager: June Remittance	\$95.00	2	\$190.00
Project Supervisor: June Remittance	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.64	1	\$8.64
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
		TOTAL	\$2,311.48
GRAND TOTAL			\$17,279.93

TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation.
 - c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
 - d) **"Claims Administrator"** means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
 - e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
 - f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, and objections, which contain Client Data.
 - g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
 - h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
 - i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
 - k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
 - l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
 - m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
 - o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
 - p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
 - q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
 - r) **"Products"** means any and all CPT Services, and work products resulting from Services.
 - s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.
 - t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
 - w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
 - x) **"Term"** means the term of the Agreement, as set forth in the Order.
 - y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
 - z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. Security. The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.
4. CPT Obligations. Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.
5. Mutual Obligations.
- a) Resources. Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and/or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
- a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; **provided, however,** that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a) **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.
- b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. **Liability.**
- a) **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.
- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.