

Joseph Lavi, Esq. (State Bar No. 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]*

**NOTICE OF ERRATA REGARDING
THE NOTICE OF PAGA SETTLEMENT
AND RELEASE**

1 **TO THE HONORABLE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 PLEASE TAKE NOTICE THAT Plaintiff Adriana M. Chavira Armenta submits this Notice
4 of Errata regarding the Notice of PAGA Settlement and Release, Attached to the Declaration of
5 William Tran in support of Plaintiff's Motion for Approval of Private Attorneys General Act
6 Settlement as Exhibit 2.

- 7 • On January 30, 2024, Plaintiff filed Plaintiff's Motion for Approval of Private Attorneys
8 General Act Settlement, and the Declaration of William Tran in support thereof ("Tran
9 Decl.") and exhibits.
- 10 • After filing the aforementioned, Defendant's Counsel informed Plaintiff's Counsel of
11 some issues in the Notice of PAGA Settlement and Release.
- 12 • Defendant provided their appropriate revisions, most notably regarding Defendant's
13 violations of wage and hour laws, Defendant's denial of liability and wrongdoing, and the
14 definition of the "PAGA Group."
- 15 • Attached as **Exhibit 1** hereto and incorporated into the Declaration of William Tran in
16 support of Plaintiff's Motion for Approval of Private Attorneys General Act Settlement is
17 a *corrected* version of the Notice of PAGA Settlement and Release.

18 Dated: April 9, 2024

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

21 By: 

22 Joseph Lavi, Esq.
23 Vincent C. Granberry, Esq.
24 William Tran, Esq.
25 Arthur Adamian, Esq.
26 Plaintiff ADRIANA M. CHAVIRA
27 ARMENTA, on behalf of herself and current
28 and former aggrieved employees

EXHIBIT 1

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 the minimum wage rate of pay for all hours worked; failure to pay overtime wages for overtime hours worked; failure to authorize or permit meal periods or pay a meal period premium in lieu thereof; failure to authorize or permit rest periods or pay a rest period premium in lieu thereof; failure to timely pay earned wages during employment; failure to provide accurate wage statements; and failure to pay all wages due and owing upon separation of employment.

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

Pursuant to the Court’s Order, a payment of \$1,000,000.00 was approved in settlement of the Action. After accounting for Plaintiff’s Counsel’s attorneys’ fees and reimbursement of litigation costs, administration of the settlement, and Plaintiff’s enhancement payment, the remaining sum is \$_____. 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 _____.

As a member of the PAGA Group, you are covered by this settlement. Per the Court’s final judgment in the Action, the PAGA Group releases Defendant, Defendant’s subsidiaries, parents, predecessors, successors, affiliates, and related entities for any PAGA claims based on Defendant’s alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide meal or pay a meal period premium in lieu thereof, failure to authorize and permit rest periods or pay a rest period premium in lieu thereof, failure to timely pay wages during employment, failure to provide accurate itemized wage statements, failure to timely pay wages at termination, and all other claims and allegations made or which could have been made in the Action based on the facts and

allegations pled in the Plaintiff's Complaint and PAGA Notice to the LWDA, from May 8, 2022 through [REDACTED]. 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 [REDACTED], as determined by Defendant's business records. Because this calculation was approved by the Court, the amount of your payment is final and cannot change. In the event you cash the enclosed check, you may receive an IRS Form 1099 for your portion of the settlement, if deemed required by the Settlement Administrator (in compliance with IRS guidelines). Please note that no taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. You should consult with your own tax professional or accountant with regard to any questions that you may have concerning any taxes that may be due.

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

If you have any questions or would like more information about the settlement or the Action, you may contact the Settlement Administrator at CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, (800) 542-0900 or 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.

2 **PROOF OF SERVICE**

3 **STATE OF CALIFORNIA, COUNTY OF ORANGE**

4 I am an employee in the County of Los Angeles, State of California. I am over the age of
5 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200,
Beverly Hills, California 90211.

6 On April 9, 2024, I served the foregoing documents, described as:

7 **“NOTICE OF ERRATA REGARDING THE NOTICE OF PAGA SETTLEMENT AND**
8 **RELEASE”**

9 on all interested parties in this action addressed as follows:

Alejandro G. Ruiz agr@paynefears.com Blake A. Dillion bad@paynefears.com Jessica A. Vidal jav@paynefears.com PAYNE & FEARS LLP Attorneys at Law 4 Park Plaza, Suite 1100 Irvine, California 92614	Attorneys for Defendant <i>COLLECTORS UNIVERSE, INC.</i>
---	---

15
16 As follows:

17 ☒ **(BY ELECTRONIC MAIL)** Based on court order or an agreement of the parties to
18 accept service by electronic transmission, I electronically served the document(s) to the
person(s) at the electronic service address(es) listed above.

19 ☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California that
20 aforementioned service information is true and correct.

21 Executed on April 9, 2024, at Beverly Hills, California.

22 /s/ Kimberly Rodriguez
23 Kimberly Rodriguez
24
25
26
27
28