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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ROBERT SCHEFF, individually, and on
behalf of all other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

THE HARTFORD GOLD GROUP, LLC, a
California limited liability corporation; and
DOES 1 through 25, inclusive,

Defendant.

Case No. 20STCV47565

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: November 15, 2022
Time: 8:30 a.m.
Dept.: 39

Honorable Stephen I. Goorvitch

Reservation No. 288261930654

TO ALL PARTIES AND THEIR CONSEL OF RECORD:

PLEASE TAKE NOTICE that on November 15, 2022 at 8:30 a.m., or as soon thereafter as the matter may be heard before Honorable Stephen Goorvitch in Department 39 of the above-entitled Court, Plaintiff Robert Scheff (“Named Plaintiff” or “Class Representative”) will and hereby does move for an order:

- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the parties’ Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement”), attached as **“EXHIBIT 1”** to the Declaration of Glenn A. Danas (“Danas Decl.”);
- Certifying the proposed Class for settlement purposes;
- Appointing Robert Scheff as the Class Representative;
- Appointing Glenn A. Danas of Clarkson Law Firm, P.C., as well as, Kevin I. Shenkman, Mary R. Hughes and Andrea A. Alarcon of Shenkman & Hughes PC as Class Counsel;
- Approving the proposed Order of Preliminary Class Settlement Approval and PAGA Approval attached as **“EXHIBIT A”** to **“EXHIBIT 1”** to Danas Decl.;
- Approving the proposed Notice of Proposed Class Action Settlement (“Class Notice”) attached as **“EXHIBIT B”** to **“EXHIBIT 1”** to Danas Decl.;
- Approving the proposed Request for Exclusion from the Proposed Class Action Settlement (“Request for Exclusion”) attached as **“EXHIBIT C”** to **“EXHIBIT 1”** to Danas Decl.;
- Directing the distribution of the Class Notice as specified in the Settlement Agreement;
- Approving the proposed deadlines for the proposed Settlement Class;
- Preliminarily approving that the Court shall determine the amount of attorneys’ fees to be allocated to Plaintiffs’ Counsel in an amount not to exceed thirty-five percent (35%) of the Settlement Payment, reimbursement of costs and expenses to Plaintiffs’ Counsel in an amount not to exceed fifteen-thousand dollars (\$15,000), a payment of seven-thousand five-hundred dollars (\$7,500) to the California Labor and Workforce Development Agency, as well as the service award to the Class Representative Robert Scheff in the amount of five-thousand dollars (\$5,000); and

- Scheduling a hearing to consider final approval of the settlement, at which the Court would also consider entry of a proposed final judgment; Class Counsel’s application for an award of attorneys’ fees and reimbursement of costs and expenses; and the incentive awards to the Class Representatives.

This motion is based on the following memorandum of points and authorities; the Declaration of Class Counsel (Glenn A. Danas) in support thereof; the Declaration of the Named Plaintiff (Robert Scheff); the [Proposed] Order lodged together with this Motion, as well as upon the pleadings and other records on file with the Court in this matter, and upon such documentary evidence and oral argument as may be presented at the hearing on this motion.

Dated: October 21, 2022

CLARKSON LAW FIRM, P.C.

/s/ Glenn Danas
Glenn Danas

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DOES 1 through 25, inclusive,

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Case No. 20STCV47565

**PLAINTIFF'S MEMORANDUM OF
POINT AND AUTHORITIES IN
SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

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12 Moore’s Federal Practice,
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14 Manual for Complex Litigation (Fourth) § 21.311 (2007)14

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I. SUMMARY OF MOTION

Plaintiff Robert Scheff ("Plaintiff" or "Named Plaintiff") seeks preliminary approval of the proposed class action settlement with Defendant The Hartford Gold Group, LLC. ("HGG" or "Defendant").¹ Subject to Court approval, Plaintiff and Defendant have agreed to settle their dispute and the proposed Class Members' claims pursuant to the terms set forth herein. The proposed Settlement Agreement includes significant monetary compensation to the Settlement Class, compensation to the Named Plaintiff as Class Representative, the cost of claims administration and notice, payment to the California Labor and Workforce Development Agency, and attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel.

Plaintiff seeks to provisionally certify the following Class for settlement purposes only (the "Settlement Class"):

All persons who are or were employed by Defendant as nonexempt, hourly-paid employees at any of Defendant's locations within the State of California within four years of the filing of this complaint until the date of final court approval (the "Class Period").

This proposed Settlement Agreement resolves all of Plaintiff's and the Class Members' Released Claims against Defendant in a manner that is beneficial for all parties concerned, most importantly the Class Members. Accordingly, the Court should grant Plaintiff's motion.

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND²

HGG is in the precious metals investment industry and employed Plaintiff Robert Scheff, the class members, and the other aggrieved employees (collectively, "Plaintiffs") as sales employees within the State of California. Defendant sells precious metals including gold, silver, and platinum

¹ A copy of the Settlement Agreement is attached as "**EXHIBIT 1**" to the Declaration of Glenn A. Danas ("Danas Decl.").

² Plaintiff provides this short summary of the claims to give the Court an understanding of what the case is about, not to antagonize Defendant. It should be understood that Defendant denies at least some of what is stated in this section.

in both bars and coins to consumers. Plaintiffs were all employed by Defendant and each was subject to the same unlawful employment practices during their entire periods of employment. On November 9, 2020, Plaintiff sent the notice required under the Private Attorney General Act (“PAGA”), Cal. Labor Code sec. 2699.3, to Defendant and the Labor and Workforce Development Agency (“LWDA”). On December 11, 2020, once the statutory notice period expired, Plaintiff filed Case No. 20STCV47565 in the Superior Court of California, County of Los Angeles (the “Action”), both on his own behalf and on behalf of other aggrieved employees and the state of California. On August 23, 2021, Plaintiff submitted a supplemental notice to the LWDA. The Parties have subsequently stipulated to the Plaintiffs’ filing of a First Amended Complaint (“FAC”) and are currently awaiting the Court’s authority to file the FAC. The FAC includes twelve (12) causes of action as follows: Claims 1-8 are class action claims; claims 9, 10 and 12 are individual claims on behalf of the named Plaintiff only; and claim 11 is a representative claim on behalf of other aggrieved employees and the LWDA.

A. Plaintiff’s Class Action and PAGA Claims Against HGG

The operative complaint alleges that HGG failed to pay Plaintiffs minimum wages, and all wages paid to Plaintiffs were unlawfully considered a draw against earned commissions. The wages paid to Plaintiffs were frequently well below the minimum wage. Treating the entirety of a worker’s wages as a draw on commissions is precisely the practice that the Second District Court of Appeal found to be unlawful in *Vaquero v. Stoneledge Furniture* (2017) 9 Cal.App.5th 98 because rest breaks and other non-sales time must be compensated separately. (*Id.* at p. 102.) While wages for work that could lead to sales commissions can be treated as a draw, wages corresponding to non-sales time, such as rest breaks, cannot. (*Id.* at pp. 115-17.) In the instant case, Plaintiffs’ wages corresponding to rest breaks were treated as a draw on future commission payments in contravention of what the *Vaquero* court confirmed is required by the California Labor Code.

This is just one example of many illustrating how HGG’s treatment of Plaintiffs resulted in the violation of various provisions of the Labor Code. Plaintiffs were not paid overtime compensation for hours in excess of eight hours per day or forty hours per week; HGG failed to

properly compensate Plaintiffs for missed meal and rest periods; HGG failed to reimburse Plaintiffs for business related expenses; HGG failed to pay Plaintiffs for their work in the time required by the Labor Code; HGG failed to pay Plaintiffs all wages due upon termination and retained the commissions they were owed after their termination; and HGG failed to furnish wage statements and properly maintain accurate payroll records. (See FAC, ¶¶ 27–37.)

B. Plaintiff’s Individual Claims Against HGG

Plaintiff began working for HGG on August 21, 2019. (*Id.* at ¶ 106; Scheff Decl., ¶ 2.) During the course of his employment with HGG, Plaintiff was an exemplary employee; he was consistently among the top-selling salespersons and had completed more transactions in 2020 than any other of Defendant’s salespersons. (FAC, ¶ 106.) Still, HGG terminated Plaintiff on September 25, 2020. (*Id.* at ¶¶ 106, 112; Scheff Decl., ¶ 2.) HGG’s termination of Plaintiff was in retaliation for Plaintiff having raised concerns about HGG’s unlawful and fraudulent sales practices. (FAC, ¶ 113.) Plaintiff reported HGG’s unlawful and fraudulent sales practices to HGG’s officers who had the authority to investigate and correct the unlawful and fraudulent practices. (*Id.* at ¶¶ 108, 110, 124.) However, rather than correcting the illegal behavior, HGG discharged Plaintiff. (*Id.* at ¶¶ 112, 114, 125.)

Additionally, HGG maintains a website for advertising, marketing and other commercial purposes to advance its precious metals sales business. (*Id.* at ¶ 181.) Without Plaintiff’s authorization, in violation of California Civil Code section 3344, HGG posted Plaintiff’s name and photo on its website in its “About Us” section. (*Id.* at ¶¶ 182–183.) Plaintiff never provided prior consent to use his name and photo on HGG’s website. (*Id.* at ¶ 183.) Even after HGG terminated Plaintiff’s employment, HGG still maintained his name and image posted on its website. (*Id.*)

C. This Litigation

Counsel for Plaintiff conducted a thorough investigation into the facts alleged in Plaintiffs’ operative complaint, including an investigation into all of the employment and payroll practices discussed above, a formal and informal exchange of discovery, employment data and information relevant to Defendant’s financial condition; legal research; and surveying Defendant’s employees,

the putative class members, and the other aggrieved employees’ claims against Defendant as well as the merits of Defendant’s defenses in this action. (Danas Decl., ¶ 3.)

After nearly two (2) years of litigation, the Parties agreed to mediate their dispute with Jeffrey Krivis, a respected mediator with decades of experience mediating class action cases, particularly in the field of employment law. (*Id.* at ¶ 4). After considerable discussion and negotiation, before and during the mediation on March 21, 2022, with the help and guidance of Mr. Krivis, the parties reached a settlement in principle. Further negotiations ensued even after the mediation, and ultimately resulted in a proposed Settlement Agreement to resolve all of the claims alleged in the above-entitled lawsuit. (*Id.*)

III. SUMMARY OF THE SETTLEMENT TERMS

HGG has agreed to pay a total sum of Five Hundred Fifty Thousand Dollars (\$550,000) to settle all of Plaintiffs’ claims, a sum referred to as the “Gross Settlement Fund.” (See Settlement Agreement, ¶ 17(a).) Of the Gross Settlement Fund, One Hundred and Forty Thousand Dollars (\$140,000) shall be allocated to Plaintiff’s class claims (the “Class Settlement Payment”). (*Id.* at ¶ 17(b).) Of the Gross Settlement Fund, Ten Thousand Dollars (\$10,000) shall be allocated to Plaintiff’s PAGA claim, with the State of California’s Labor and Workforce Development Agency (LWDA) receiving seventy-five percent (75%) of the PAGA allocation, or Seven Thousand and Five Hundred Dollars (\$7,500), and twenty-five percent (25%) of the PAGA allocation, or Two Thousand and Five Hundred Dollars (\$2,500), to be distributed among the aggrieved employees. (*Id.* at ¶ 17(c).) Of the Gross Settlement Fund, Four Hundred Thousand Dollars (\$400,000) shall be allocated to the Named Plaintiff’s individual claims as alleged in the FAC (“Named Plaintiff’s Individual Settlement Payment”). (*Id.* at ¶ 17(d).)

The Class Settlement Fund shall be distributed among members of the Settlement Class who do not timely and validly opt out of the settlement, the named Plaintiff, Plaintiffs’ Counsel, the LWDA, and otherwise as set forth herein. (*Id.* at ¶ 17.) All of this is to be accomplished by the Claims Administrator. (*Id.*)

Class Counsel is to be paid out of the Gross Settlement Fund, as determined by the Court, in

an amount not to exceed thirty-five percent (35%) of the Class Settlement Payment. (*Id.* at ¶ 18.) Plaintiffs' payment of attorneys' fees out of the Named Plaintiff's Individual Settlement payment is addressed in a separate agreement between Plaintiff and Plaintiff's Counsel. Additionally, Plaintiffs' Counsel will request reimbursement of costs and expenses in an amount not to exceed fifteen-thousand dollars (\$15,000) from the Class Settlement Payment. (Settlement Agreement, ¶ 18.) Subject to this Court's approval, the Named Plaintiff will receive up to five-thousand dollars (\$5,000) as an incentive award for having served as class representative and private attorney general. (*Id.* at ¶ 21.) Likewise, the reasonable fees of the Claims Administrator are to be paid from the Settlement Payment. (*Id.* at ¶ 20.)

Payments to the approximately 191 members of the Settlement Class who do not timely and validly opt out of the Settlement Agreement, will be distributed pro rata, without the need to submit a claim form, based on the number of workweeks each Class Member was employed by HGG during the Class Period, then accounting for any previous settlement payment made to that Class Member. (*Id.* at ¶ 23.)

IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS

The settlement of a class action requires court approval. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800; Cal. Rules of Court, rule 3.769(c)) California courts look to federal authority for guidance with class action settlements. (*Dunk, supra*, 48 Cal.App.4th at p. 1801, fn.7 [citing *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821].) The decision to approve or reject a proposed settlement is within the court's broad discretion. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35.) Accordingly, a court's decision to approve a class action settlement may be reversed only upon a strong showing of clear abuse of discretion. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146 ["To merit reversal, both an abuse of discretion by the trial court must be 'clear' and the demonstration of it on appeal 'strong.'"].)

Preliminary approval does not require a court to make a final determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage, after notice of the settlement has been given to the class members and they have had an opportunity to

voice their views of the settlement or to exclude themselves from the settlement. (See CAL. RULES OF COURT, RULE 3.769(C).) In considering a potential class settlement, the court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute (See 7-*Eleven Owners for Fair Franchising, supra*, 85 Cal. App. 4th at 1146) and need not engage in a trial on the merits. (See *Officers for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 625.) Neither formal notice nor a hearing is required for the court to grant provisional class certification and preliminary approval; the court may grant such relief upon an informal application by the settling parties and may conduct any necessary hearing in court or in chambers, at the court’s discretion. (Conte & Newberg, *Newberg on Class Actions* § 11.25 at pp. 38-3911.41 (4th Ed.).)

V. PRELIMINARY APPROVAL OF THE SETTLEMENT IS WARRANTED

To grant preliminary approval of a class action settlement, the trial court must determine whether the settlement falls within the range of potentially being later approved as fair, adequate, and reasonable. (*Dunk, supra*, 48 Cal.App.4th at p. 1800.) Likewise, for purposes of settlement approval, a PAGA settlement is evaluated to determine if it is “fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.) In making that determination, courts give “proper deference to the private consensual decision of the parties” (*Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1027 [citation omitted].) A presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Id.*; *Dunk, supra*, 48 Cal.App.4th at p. 1802; 7-*Eleven Owners for Fair Franchising, supra*, 85 Cal.App.4th at p. 1151.)

**A. The Proposed Settlement Resulted from Arm’s-Length Negotiations
Based Upon Extensive Investigation and Discovery**

The parties have litigated this case since it was initially filed on December 11, 2020, engaging

1 in extensive formal and informal discovery. The Named Plaintiff and his counsel have, in addition
2 to their exhaustive independent investigation, requested voluminous documents and information
3 concerning the claims and defenses involved in this action, and HGG has mostly complied with those
4 requests. Class Counsel also located and interviewed several non-party aggrieved employees and
5 class members after counsel received the class contact information from HGG via a *Belaire-West* opt-
6 out notice. (Danas Decl., ¶ 2.)

7 After nearly two (2) years of litigation, the parties agreed to mediate their dispute with Jeffrey
8 Krivis, a respected mediator with decades of experience mediating class action cases. (*Id.* at ¶ 4.)
9 During all settlement discussions, the parties conducted their negotiations at arm’s-length in an
10 adversarial position. (*Id.* at ¶ 5.) Because of the experience of the parties’ counsel, and their
11 willingness to engage in an open and honest exchange of information and documents, their settlement
12 discussions were both successful and efficient. (*Id.*) The proposed Settlement Agreement accounts
13 for the strengths and weaknesses of each side’s position and the uncertainty of how the case might
14 have concluded at certification, trial, appeal, and/or post-judgment. (*Id.*) Class Counsel analyzed
15 information obtained from Plaintiffs and Defendant, performed significant research of the law
16 concerning Defendant’s potential defenses, and performed an extensive investigation concerning the
17 facts underlying Plaintiffs’ claims. (*Id.*) Both sides considered the difficulties and delays inherent in
18 litigation. (*Id.*) Plaintiffs are also aware of the burdens of proof necessary to establish liability for
19 the claims asserted in the action and the potential challenges at class certification and trial. (*Id.*)

20 **B. The Settlement is Fair, Reasonable, and Adequate**

21 The proposed Settlement Agreement represents a fair resolution of this case. (Danas Decl., ¶
22 6.) The proposed relief was calculated using information and data uncovered through informal and
23 formal exchange of discovery and case investigation. (*Id.*) The proposed Settlement Agreement
24 considers the potential risks and rewards inherent in jury trials and in the possibility that the Court
25 would not certify the class for purposes of trial. (*Id.*) Some of the risks include the challenges at
26 certification, especially given the potential predominance of individual issues inherent in calculating
27 employee commissions and meal and rest breaks. (*Id.*) Taking these risks into consideration, the

proposed Settlement Agreement is a fair recovery for all of HGG’s current and former employees.
(*Id.*)

HGG has agreed to pay a total sum of \$550,000 to settle this case. Each Class Member will receive a substantial sum based on the number of workweeks each Class Member was employed. Even if no Class Members exclude themselves from the settlement, and subtracting the maximum attorneys’ fees and expenses, incentive award, LWDA payment, and claims administration costs, each Class Member will receive an average of \$476.44, after all deductions of fees and costs are made. In exchange, the Class Members are releasing only the claims related to the facts pleaded in the operative Complaint.

There is no reason to doubt the fairness of the proposed Settlement for purposes of preliminary approval. If the Court finds a proposed settlement falls within “the range of reasonableness,” it should grant preliminary approval. (*I, supra*, 91 Cal.App.4th at 234-35.) The Class Members stand to receive significant value compared to amounts per workweek in similar class action settlements.

Based upon independent investigation and evaluation, Class Counsel believes that the proposed Settlement Agreement with HGG, for the consideration and on the terms set forth, is fair, reasonable, adequate, and is in the best interest of the Settlement Class in light of all known facts and circumstances. (Danas Decl., ¶ 7.) These facts include the risks and delay associated with continued litigation, the risks associated with a motion for class certification, the defenses asserted by Defendant, numerous potential appellate issues, and difficulties with collection of any resulting judgment from a defendant engaged in a volatile industry. (*Id.*) In light of the above considerations, the proposed Settlement Agreement as a whole is fair, reasonable and adequate, and the Court should grant preliminary approval of the proposed Settlement Agreement. (*Id.*)

C. Value of Settlement

Pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, Plaintiffs have conducted a significant amount of investigation to evaluate the potential value and merit of all of their claims. The information obtained prior to, during, and after the November 30, 2021 mediation session allowed Plaintiffs to assess damages, statutory and civil penalties, and to evaluate HGG’s defenses.

As outlined in the Declaration of Glenn A. Danas, Class Counsel performed an extensive analysis of the claims, pursuant to *Kullar*, prior to entering into the proposed Settlement Agreement. (Danas Decl., ¶ 9.) Included in that analysis was the review by Class Counsel of Defendant’s employment records and financial information, including hundreds of cancelled checks and other related documents. (*Id.*)

While the potential liability to Defendant is significant in this case, there are also significant risks that Plaintiffs could be denied much if any recovery at all. Class certification could be denied; this Court or a jury might find that Defendant’s employment practices are legally permissible; Defendant could prevail on appeal; or Plaintiffs could be unable to collect a sizable judgment even if it were to survive appeal. Taking all of these risks into account, the Settlement Payment is fair, reasonable, adequate, and in the best interests of the Class Members.

VI. CERTIFICATION OF THE CLASS FOR SETTLEMENT IS APPROPRIATE

For settlement purposes, the parties stipulate and agree that the requisites for establishing class certification are met. California Code of Civil Procedure Section 382 “authorizes class actions ‘when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court.’” (*Sav-on Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326.) California courts certify class actions where the plaintiff identifies “both [1] an ascertainable class and [2] a well-defined community of interest among class members.” (*Id.*)

The parties agree for settlement purposes that the Settlement Class is ascertainable and numerous as to make it impracticable to join all class members, that there are common questions of law and fact that predominate over any questions affecting any individual member in the Settlement Class, that Plaintiffs’ claims are typical of the claims of the Class Members, that a class action is superior to other available means of fair and efficient adjudication of the case, that Class Counsel will fairly and adequately protect the interests of the Settlement Class, and that prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications. This Settlement Class is amenable to class certification as discussed below.

1 **A. The Proposed Class is Ascertainable and Sufficiently Numerous**

2 “Ascertainability is required in order to give notice to putative class members as to whom the
3 judgment in the action will be *res judicata*.” (*Hicks v. Kaufman & Broad Home Corp.* (2001) 89
4 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs by
5 describing a set of common characteristics sufficient to allow a member of that group to identify
6 himself or herself as having a right to recover based on the description.” (*Bartold v. Glendale Federal*
7 *Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be sufficiently numerous.
8 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

9 Plaintiffs seek to certify one class of all current and former California-based nonexempt,
10 hourly-paid employees who worked at any of HGG’s locations within the State of California at any
11 time since four (4) years before the filing of this action to the date of final court approval. This class
12 is ascertainable as defined by objective criteria, and includes only those employees who suffered
13 HGG’s violations of the California Labor Code alleged in this case. Further, the damages for each
14 Settlement Class Member are also readily ascertainable based on the number of weeks each Class
15 Member worked for Defendant during the relevant time period. Defendant has confirmed that the
16 total number of employees (current and former) who fall within the class definition is approximately
17 191. Therefore, the proposed class is sufficiently numerous. (See, *e.g.*, *Keegan v. Am. Honda Motor*
18 *Co.* (C.D. Cal. 2012) 284 F.R.D. 504, 522 [noting that 40 or more class members will generally satisfy
19 numerosity requirement]; *Allen v. Isaac* (N.D. Ill. 1983) 99 F.R.D. 45 (deciding that class
20 of 17 satisfied numerosity requirement); Moore’s Federal Practice § 23.22 [1] [b] [“[a] class of 41
21 or more is usually sufficiently numerous.”].)

22 Given that each Class Members’ damages are relatively small, the class action mechanism is
23 the superior method of adjudicating claims where numerous parties have suffered injury of
24 insufficient size to warrant individual lawsuits. (*Harper v. 24 Hour Fitness* (2008) 167 Cal.App.4th
25 966, 974.) While many of the Class Members’ individual claims may have a potential value of several
26 thousands of dollars, even that amount is not sufficient to warrant individual adjudication in the
27 current legal marketplace. The class action mechanism was meant to address cases like these

1 involving relatively small amounts of money damages spread out over a large group of people, all of
2 whom will use the same evidence and legal arguments to prove their cases. Accordingly, class
3 certification is the superior method of adjudicating Plaintiff's and the Class Members' claims.

4 **B. The Class Members Share a Well-Defined Community of Interest**

5 The community of interest requirement "embodies three factors: (1) predominant common
6 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3)
7 class representatives who can adequately represent the class." (*Sav-on Drug Stores, Inc., supra*, 34
8 Cal.4th at 326.) The "common issues" requirement "involves analysis of whether the proponent's
9 'theory of recovery' is likely to prove compatible with class treatment." (*Capitol People First v.*
10 *Department of Developmental Services* (2007) 155 Cal.App.4th 676, 690 [emphasis added] [citing
11 *Sav-on, supra*, 34 Cal.4th at p. 327].)

12 Plaintiffs have identified multiple common issues in their FAC. The overarching common
13 issues include whether HGG failed to pay legally-mandated minimum wages; whether HGG failed
14 to pay the legally required overtime compensation; whether HGG failed to pay wages during
15 employment, specifically regarding whether HGG paid its sales employees like Mr. Scheff owed
16 commissions during employment; whether HGG failed to provide timely and compliant meal and rest
17 breaks or to pay premium compensation for missed meal and rest breaks; whether HGG failed to
18 reimburse for business related expenses; whether HGG failed to pay wages due upon termination;
19 whether HGG provided complete and accurate wage statements; whether HGG failed to keep
20 complete and accurate payroll records; and, the proper measure, nature and extent of relief for HGG's
21 violations of the Labor Code. (FAC, ¶ 17.) Those questions can be answered in this case based on
22 HGG's uniform practices, and thus a well-defined community of interest exists across all of HGG's
23 California employees.

24 The typicality requirement ensures that Plaintiff's and the Class Members' interests are
25 sufficiently aligned. "[I]t has never been the law in California that the class representative must have
26 identical interests with the class members." (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)
27 Rather, to satisfy the typicality requirement, the claims of the class representative need only be
28

“similarly situated” to those of the putative class. (*Id.*) An issue or defense must rise to the level of threatening to “become the focus of the litigation” to destroy typicality. (*Seastrom v. Neways, Inc.* (2007) 149 Cal.App.4th 1496, 1502.)

Plaintiff’s claims are typical of the claims of other Class Members. HGG’s employment policies and practices have been applied uniformly upon all of HGG’s California employees. (FAC, ¶¶ 9–10.) Like other Class Members, the Named Plaintiff was employed by HGG, paid less than minimum wages, denied compensation for overtime and meal and rest breaks, denied premium pay compensation for missed meal and rest periods, not paid timely during employment, not timely paid wages due upon termination, not reimbursed for business-related expenses, and denied complete and accurate wage statements as well as complete and accurate payroll records. (*Id.* at ¶ 22.) Accordingly, Plaintiff’s claims are typical to those of the absent Class Members.

“Adequacy of representation depends on whether the plaintiff’s attorney is qualified to conduct the proposed litigation and the plaintiff’s interests are not antagonistic to the interests of the class.” (*McGhee v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450.) With respect to the named plaintiff’s adequacy, “only a conflict that goes to the very subject matter of the litigation will defeat a party’s claim of representative status.” (*Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 471.)

Class Counsel is certainly adequately experienced in California litigation, including class action litigation, and even more specifically wage and hour class action litigation, to represent this Class; they have handled dozens of similar cases. (Danas Decl., ¶ 10.) Plaintiff’s interests are the same as those of the absent class members—to receive compensation for the hours they worked and for Defendant’s other violations of the California Labor Code in connection with their employment. (*Id.* at ¶ 11.) There are no conflicts that go to the subject matter of the case that defeat Plaintiff’s adequacy as named representatives. (*Id.*)

VII. REQUEST FOR ATTORNEYS’ FEES AND COSTS

Class Counsel has litigated this case extensively up to the moment of settlement and will continue to do so through final approval. The ongoing work has been demanding and ultimately

successful in achieving a substantial settlement resolution. Class Counsel will provide evidence of the time worked, litigation efforts, and further argument at the time of filing their memorandum in connection with the final fairness hearing in support of their request for attorneys’ fees and costs.

The proposed Settlement Agreement provides for Class Counsel to apply to the Court for an award of attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Class Settlement Payment as well as reimbursement for litigation costs and expenses in an amount not to exceed fifteen-thousand dollars (\$15,000). (*Id.* at ¶ 12.) This attorneys’ fee award is commensurate with: (1) the hours Settlement Class Counsel spent litigating this case; (2) the risk the Settlement Class Counsel took in bringing and litigating this case; (3) the time, effort and expense dedicated to the case; (4) the skill and determination they have shown; (5) the results they have achieved throughout the litigation; and (6) the value of the Settlement they have achieved for Settlement Class Members. (*Id.* at ¶ 13.) Indeed, Class Counsel’s lodestar, without application of any multiplier, is likely to be far greater than the 35% fees requested. (*Id.* at ¶ 12.) The Notice of Proposed Class Action Settlement (“Class Notice”) provides Class Members information concerning the amount of attorneys’ fees, costs, and expenses that will be sought in this matter. (*Id.* at ¶ 15.) Plaintiff’s payment of attorneys’ fees out of the Named Plaintiff Individual Settlement Payment is addressed in a separate agreement between Plaintiff and Plaintiff’s Counsel. (*Id.* at ¶ 14.)

Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their decisions will “not be disturbed on appeal absent a manifest abuse of discretion.” (*Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41.) Indeed, it is long settled that the “experienced trial judge is the best judge of the value of professional services rendered in his court” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132.) California law provides that attorneys’ fee awards should be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk incurred. (See *Lealao, supra*, 82 Cal.App.4th at 47.) In *Lealao*, the court held that when an action leads to a recovery that can be “monetized” with a reasonable degree of certainty, the trial court should “ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation.” (*Id.* at 50.)

Class Counsel conducted significant investigation and discovery into the facts of this class action case, including analyzing Defendant’s practices, investigating the circumstances of Defendant’s business and its employment of Plaintiffs and the other Settlement Class Members, surveying putative Class Members, and conducting legal research concerning the impropriety and legal consequences of Defendant’s practices. (Danas Decl., ¶ 8.) Class Counsel also investigated the applicable law as applied to the facts discovered regarding Plaintiffs’ alleged claims and damages, as well as Defendant’s potential defenses. (*Id.*) Accordingly, the Court should grant preliminary approval of Class Counsel’s request for attorneys’ fees in an amount of up to thirty-five percent (35%) of the Class Settlement Payment, as well as for reimbursement of litigation costs and expenses in an amount not to exceed fifteen-thousand dollars (\$15,000).

VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE

California statutory and case law vests the court with broad discretion in fashioning appropriate class notice. (See Cal. Rules of Court, rule 3.769(c); *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74.) The Class Notice, attached as an exhibit to the Settlement Agreement, provides information on: the meaning and nature of the proposed settlement; the relief the proposed Settlement Agreement will provide to the Class Members; the application of Class Counsel for an award of attorneys’ fees; the application of the Named Plaintiff for an incentive award; the date, time, and place of the Final Settlement Approval hearing; and the procedure and deadlines for electing not to participate in the proposed Settlement or submitting written objections. (Danas Decl., ¶ 16). The proposed Class Notice is consistent with class certification notices approved by numerous state and federal courts. The proposed Class Notice satisfies all due process requirements. (See *Cartt, supra*, 50 Cal.App.3d at p. 960.)

The Class Notice also fulfills the requirement of neutrality in class notices. (*Newberg, supra*, § 8.39 at p. 284.) “Sufficient information about the case should be provided to enable class members to make an informed decision about their participation.” (*Manual for Complex Litigation* § 21.311 at p. 413 (4th ed. 2007).) Here, the Class Notice summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner. (Danas Decl., ¶ 17.) The

Class Notice is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” (*Mendoza v. United States* (9th Cir. 1980) 623 F.2d 1338, 1350-51.) The Class Notice clearly summarizes the Plaintiffs’ causes of action and indicates that Defendant denies all such claims asserted by Plaintiffs’; recognizes that the Court has not yet granted Final Approval; and apprises the Class Members of how to exclude themselves from, or object to, the proposed Settlement Agreement. (Danas Decl., ¶ 17.) Accordingly, the Class Notice complies with the standards of fairness, completeness, and neutrality. (*Id.*; FED. R. CIV. P. 23(c)(2) and 23(e); *Newberg, supra*, §§ 8.21, 8.39 at pp. 229-232, 284; *Manual, supra*, §§ 21.311, 21.312 at pp. 411-419.)

The notice procedure is simple and straightforward. In this case, contact information is available for the Settlement Class Members, so the Class Notice may be sent by mail. That is precisely what the Parties have agreed to do. In the event the mailed Class Notice is returned undeliverable, the Claims Administrator will take reasonable steps to locate the Class Member and deliver the Class Notice.

IX. PROPOSED DEADLINES FOR THE NOTICE PROCESS

Plaintiffs also seek approval of the timeline for the notice procedure described above at this preliminary approval stage. (*Newberg, supra*, § 11.26 at p.39.) The following schedule sets forth a proposed timeline for the relevant dates and deadlines, assuming this Court grants preliminary approval of the proposed Settlement at the currently scheduled hearing. Based upon the below time frame, Plaintiffs request a Final Approval hearing on or after June 15, 2023.

December 1, 2022 [Fifteen (15) calendar days after Court’s entry of an Order for Preliminary Approval]	Defendant HGG to provide Claims Administrator a computer file that contains the last-known name, last-known mailing address, and last-known full Social Security number or Taxpayer Identification Number, and the number of weeks the individual or entity worked for HGG during the Class Period for all members of the Settlement Class.
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December 6, 2022 [Five (5) calendar days after receiving class information from Defendant HGG]	Claims Administrator to mail Class Notice as set forth above
[Within five (5) calendar days after receiving returned mail]	Claims Administrator to take reasonable steps to locate Class Members whose mail is returned, will perform one address follow-up on returned mail, and will re-mail the Class Notice to an updated address (if any). If no address is found within ten (10) calendar days after the skip trace search, no further action is required.
January 20, 2023 [Forty-Five (45) calendar days from the date the Class Notice is mailed]	Deadline for Settlement Class Members to submit Requests for Exclusion (“Opt-Out”) from the proposed Settlement
February 4, 2023 [Fifteen (15) calendar days after conclusion of the Notice Period]	Claims Administrator provides written report to the Parties
March 2023 [No later than Ten (10) calendar days before the Final Approval Hearing]	Parties’ Counsel may file responses to any written objections; Motion for final approval, proposed final approval Order, and Motion for attorneys’ fees, costs and incentive award, to be filed
March 2023, or a date thereafter convenient to the Court	Final Approval Hearing

X. APPOINTMENT OF THE SETTLEMENT CLASS REPRESENTATIVES AND APPROVAL OF THE INCENTIVE AWARD

Plaintiffs request that the Court appoint the Named Plaintiff as Class Representative. Plaintiffs also request that the Court provisionally approve an incentive award to be paid to the Class Representative for their services to the Class in the amount of five-thousand dollars (\$5,000), which HGG has agreed to and does not oppose. It is within the Court’s discretion to grant an award to the Settlement Class Representative for their efforts and work. (*Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299 [approving \$50,000 participation award to a single class

representative].) The criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation; and 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. (*Id.*)

The incentive awards proposed here are fair and appropriate. As fully described in the Declaration of Class Counsel, the Named Plaintiff spent a substantial amount of time and effort in producing relevant documents and providing the facts and evidence to prove the allegations in the complaint, and participated in every step of settlement discussions. (Danas Decl., ¶ 18; Scheff Decl., ¶ 3.) Named Plaintiff also took a significant risk by bringing this case, both in terms of potentially being liable for Defendant’s costs if they lost this case, and encountering difficulties in their future employment in the precious metal industry, in which they have each worked for several years. (*Id.*) All Parties are in agreement that Named Plaintiff is entitled to an incentive award for his time and effort in this matter. (*Id.*) Accordingly, the Court should grant preliminary approval of the requested incentive award.

XI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant preliminary approval of the proposed Settlement Agreement; provisionally certify the proposed Settlement Class; provisionally approve the request for attorneys’ fees and expenses; provisionally approve the incentive award to the Class Representative; approve and direct the distribution of the Class Notice to the Class Members; and schedule a Final Approval Hearing on or after March 15, 2023.

Dated: October 21, 2022

CLARKSON LAW FIRM, P.C.

/s/ Glenn Danas
Glenn Danas

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Attorneys for Plaintiff

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ROBERT SCHEFF, individually, and on
behalf of all other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

THE HARTFORD GOLD GROUP, LLC, a
California limited liability corporation; and
DOES 1 through 25, inclusive,

Defendant.

Case No. 20STCV47565

**DECLARATION OF GLENN A.
DANAS IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: November 15, 2022
Time: 8:30 a.m.
Dept.: 39

Honorable Stephen I. Goorvitch

Reservation No. 288261930654

1 I, Glenn A. Danas, declare as follows:

2 1. I am an attorney licensed to practice before all courts of the State of California. I am
3 a partner at Clarkson Law Firm, P.C., one of the counsel of record for Plaintiff Robert Scheff in the
4 above-captioned action. Unless stated otherwise, I have personal knowledge of the facts recited in
5 this declaration. I make this declaration in support of the Motion for Preliminary Approval of Class
6 Action Settlement.

7 2. The parties have litigated this case since it was initially filed on December 11, 2020,
8 engaging in extensive formal and informal discovery. The Named Plaintiff and his counsel have, in
9 addition to their exhaustive independent investigation, requested voluminous documents and
10 information concerning the claims and defenses involved in this action, and HGG has mostly
11 complied with those requests. Class Counsel also located and interviewed several non-party
12 aggrieved employees and class members after counsel received the class contact information from
13 HGG via a Belaire-West opt-out notice

14 3. The Parties conducted a thorough investigation into the facts alleged in Plaintiffs'
15 operative Complaint, including an investigation into all of the employment and payroll practices
16 discussed above, a formal and informal exchange of discovery, employment data and information
17 relevant to Defendant's financial condition; legal research; and surveying and investigating Plaintiffs,
18 the putative class members, and the other aggrieved employees' claims against Defendant as well as
19 the merits of Defendant's defenses in this action.

20 4. After nearly two (2) years of litigation, the Parties agreed to mediate their dispute with
21 Jeffrey Krivis, a respected mediator with decades of experience mediating class action cases. After
22 considerable discussion and negotiation, before and during the mediation on March 21, 2022, with
23 the help and guidance of Mr. Krivis, the parties reached a proposed Settlement Agreement described
24 herein to resolve all of the claims alleged in the above-entitled lawsuit.

25 5. During all settlement discussions, the parties conducted their negotiations at arm's-
26 length in an adversarial position. Because of the experience of the parties' counsel, and their
27 willingness to engage in an open and honest exchange of information and documents, their settlement
28 discussions were both successful and efficient. The proposed Settlement Agreement accounts for the

1 strengths and weaknesses of each side's position and the uncertainty of how the case might have
2 concluded at certification, trial, appeal, and/or post-judgment. Class Counsel analyzed information
3 obtained from Plaintiffs and Defendant, performed significant research of the law concerning
4 Defendant's potential defenses, and performed an extensive investigation concerning the facts
5 underlying Plaintiffs' claims. Both sides considered the difficulties and delays inherent in litigation.
6 Plaintiffs are also aware of the burdens of proof necessary to establish liability for the claims asserted
7 in the action and the potential challenges at class certification and trial.

8 6. The proposed Settlement Agreement represents a fair resolution of this case. The
9 proposed relief was calculated using information and data uncovered through informal and formal
10 exchange of discovery and case investigation. The proposed Settlement Agreement considers the
11 potential risks and rewards inherent in jury trials and in the possibility that the Court would not certify
12 the class for purposes of trial. Some of the risks include the challenges at certification, especially
13 given the potential predominance of individual issues inherent in calculating employee commissions
14 and meal and rest breaks, given the absence of a facially illegal overarching policy as to those claims.
15 Taking these risks into consideration, the proposed Settlement Agreement is a fair recovery for all of
16 HGG's current and former employees.

17 7. Based upon independent investigation and evaluation, Class Counsel believes that the
18 proposed Settlement Agreement with HGG, for the consideration and on the terms set forth, is fair,
19 reasonable, adequate, and is in the best interest of the Settlement Class in light of all known facts and
20 circumstances. These facts include the risks and delay associated with continued litigation, the risks
21 associated with a motion for class certification, the defenses asserted by Defendant, numerous
22 potential appellate issues, and difficulties with collection of any resulting judgment from a defendant
23 engaged in a volatile industry. These facts include the risks and delay associated with continued
24 litigation, the risks associated with a motion for class certification, the defenses asserted by
25 Defendant, numerous potential appellate issues, and difficulties with collection of any resulting
26 judgment from a defendant engaged in a volatile industry. In light of the above considerations, the
27 proposed Settlement Agreement as a whole is fair, reasonable and adequate, and the Court should
28 grant preliminary approval of the proposed Settlement Agreement.

1 8. Class Counsel conducted significant investigation and discovery into the facts of this
2 class action case, including analyzing Defendant's practices, investigating the circumstances of
3 Defendant's business and its employment of Plaintiffs and the other Settlement Class Members,
4 surveying putative Class Members, and conducting legal research concerning the impropriety and
5 legal consequences of Defendant's practices. Class Counsel also investigated the applicable law as
6 applied to the facts discovered regarding Plaintiffs' alleged claims and damages, as well as
7 Defendant's potential defenses.

8 9. Class Counsel performed an extensive analysis of the claims, pursuant to *Kullar*, prior
9 to entering into the proposed Settlement Agreement. Included in that analysis was the review by
10 Class Counsel of Defendant's employment records and financial information, including hundreds of
11 cancelled checks and other related documents.

12 10. Class Counsel is certainly adequately experienced in California litigation, including
13 class action litigation, and even more specifically wage and hour class action litigation, to represent
14 this Class; they have handled dozens of similar cases.

15 11. Plaintiff's interests are the same as those of the absent class members—to receive
16 compensation for the hours they worked and for Defendant's other violations of the California Labor
17 Code in connection with their employment. There are no conflicts that go to the subject matter of the
18 case that defeat Plaintiff's adequacy as named representatives.

19 12. The proposed Settlement Agreement provides for Class Counsel to apply to the Court
20 for an award of attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Class
21 Settlement Payment as well as reimbursement for litigation costs and expenses in an amount not to
22 exceed fifteen-thousand dollars (\$15,000). Indeed, Class Counsel's lodestar, without application of
23 any multiplier, is likely to be far greater than the 35% fees requested.

24 13. This attorneys' fee award is commensurate with: (1) the hours Settlement Class
25 Counsel spent litigating this case; (2) the risk the Settlement Class Counsel took in bringing and
26 litigating this case; (3) the time, effort and expense dedicated to the case; (4) the skill and
27 determination they have shown; (5) the results they have achieved throughout the litigation; and (6)
28 the value of the Settlement they have achieved for Settlement Class Members.

1 14. Plaintiff’s payment of attorneys’ fees out of the Named Plaintiff Individual Settlement
2 Payment is addressed in a separate agreement between Plaintiff and Plaintiff’s Counsel.

3 15. The Notice of Proposed Class Action Settlement (“Class Notice”) provides Class
4 Members information concerning the amount of attorneys’ fees, costs, and expenses that will be
5 sought in this matter.

6 16. The Class Notice, attached as an exhibit to the Settlement Agreement, provides
7 information on: the meaning and nature of the proposed settlement; the relief the proposed Settlement
8 Agreement will provide to the Class Members; the application of Class Counsel for an award of
9 attorneys’ fees; the application of the Named Plaintiff for an incentive award; the date, time, and
10 place of the Final Settlement Approval hearing; and the procedure and deadlines for electing not to
11 participate in the proposed Settlement or submitting written objections.

12 17. Here, the Class Notice summarizes the proceedings to date and the terms and
13 conditions of the Settlement in an informative and coherent manner. The Class Notice clearly
14 summarizes the Plaintiffs’ causes of action and indicates that Defendant denies all such claims
15 asserted by Plaintiffs’; recognizes that the Court has not yet granted Final Approval; and apprises the
16 Class Members of how to exclude themselves from, or object to, the proposed Settlement Agreement.

17 18. The Named Plaintiff spent a substantial amount of time and effort in producing
18 relevant documents and providing the facts and evidence to prove the allegations in the complaint,
19 and participated in every step of settlement discussions. Named Plaintiff also took a significant risk
20 by bringing this case, both in terms of potentially being liable for Defendant’s costs if they lost this
21 case, and encountering difficulties in their future employment in the precious metal industry, in which
22 they have each worked for several years. All Parties are in agreement that Named Plaintiff is entitled
23 to an incentive award for his time and effort in this matter.

24 19. Attached as “**EXHIBIT 1**” is a true and correct copy of the parties’ Joint Stipulation
25 of Class Action and PAGA Settlement.

26 20. Attached as “**EXHIBIT A**” to “**EXHIBIT 1**” is a true and correct copy of the parties’
27 proposed Order of Preliminary Class Settlement Approval and PAGA Approval.

28 21. Attached as “**EXHIBIT B**” to “**EXHIBIT 1**” is a true and correct copy of the parties’

1 proposed Notice of Proposed Class Action Settlement.

2 22. Attached as “**EXHIBIT C**” to “**EXHIBIT 1**” is a true and correct copy of the parties’
3 proposed Request for Exclusion from the Proposed Class Action Settlement.

4 I declare under penalty of perjury that this declaration is true and correct. Executed at Los
5 Angeles, California, this 21st day of October, 2022.

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8 Glenn A. Danas
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Exhibit 1

Joint Stipulation of Class Action and PAGA Settlement

DECLARATION OF GLENN A. DANAS IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT

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Attorneys for Plaintiff

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

ROBERT SCHEFF, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

THE HARTFORD GOLD GROUP, LLC, a
California limited liability corporation; and
DOES 1 through 25, inclusive,

Defendant.

Case No.: 20STCV47565

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

[Assigned to Hon. Stephen Goorvitch Dept. 39]

1
2 **I. PREAMBLE**

3 1. Subject to the terms and conditions hereof and approval of the Court, this Joint
4 Stipulation of Class Action Settlement (“Settlement” or “Stipulation”) is entered into between
5 Plaintiff Robert Scheff (the “Named Plaintiff”), on behalf of himself, the class and other similarly
6 situated employees, and the Labor and Workforce Development Agency of the State of California
7 pursuant to the Private Attorneys General Act, (collectively, with the Named Plaintiff, the
8 “Plaintiffs”), on the one hand, and Defendant The Hartford Gold Group, LLC, (“Defendant”) on the
9 other hand. The Named Plaintiff and Defendant will be referred to collectively herein as the
10 “Settling Parties.”

11 2. Plaintiffs contend that, as employees of Defendant, they were denied minimum
12 wages and overtime compensation; Defendant failed to provide Plaintiffs with all meal and rest
13 periods to which they were entitled and failed to pay premium wages for missed meal and rest
14 periods; Plaintiffs were not timely paid all wages during their employment and upon termination of
15 their employment; Defendant failed to reimburse Plaintiffs for necessary business expenses;
16 Defendant failed to provide accurate, itemized wage statements; and, Defendant failed to maintain
17 accurate employment records. On November 9, 2020 Named Plaintiff sent the notice required under
18 the Private Attorney General Act (“PAGA”) to Defendant and the Labor and Workforce
19 Development Agency (“LWDA”). Then, on December 11, 2020 once the PAGA notice period
20 expired, Plaintiff filed Case No. 20STCV47565 in the Superior Court of California, County of Los
21 Angeles (the “Action”), both on his own behalf and on behalf of other aggrieved employees and the
22 state of California. Later, on August 23, 2021, Plaintiffs sent a supplemental notice by electronic
23 submission to the LWDA. The Parties have subsequently stipulated to the Plaintiffs’ filing of a First
24 Amended Complaint (“FAC”) and are currently awaiting the Court’s authority to file the FAC. In
25 the FAC, Plaintiffs allege various causes of action against the Defendant, including: 1) violation of
26 Labor Code §§ 1194, 1197 and 1197.1 (failure to pay minimum wages); 2) violation of Labor Code
27 §§ 510 and 1198 (failure to pay overtime wages); 3) violation of Labor Code §§ 226.7 and 512(a)
28 (failure to provide compliant meal and rest periods and failure to pay premiums for missed meal and

rest breaks); 4) violation of Labor Code § 2802 (failure to reimburse business related expenses) 5) violation of Labor Code § 204 (failure to timely pay wages during employment); 6) violation of Labor Code §§ 201, 202 and 203 (failure to pay all wages upon termination); 7) violation of Labor Code § 226 (failure to furnish compliant wage statements); 8) violation of Labor Code § 1174(d) (failure to keep complete and accurate payroll records); 9) wrongful termination of the Named Plaintiff in violation of public policy; 10) violation of Labor Code § 1102.5 (state whistleblower protections); 11) recovery of civil penalties pursuant to the Private Attorney General Act (Labor Code §§ 2968, *et seq.*); 12) violation of Civil Code § 3344 (unauthorized use of the Named Plaintiff's name and photo). Claims 1-8 are alleged as class action claims, claims 9, 10 and 12 are individual claims on behalf of the Named Plaintiff only, and claim 11 is a representative claim on behalf of other aggrieved employees and the state of California. The Plaintiffs seek statutory, compensatory, and exemplary damages, civil penalties and attorneys' fees and costs on behalf of themselves and putative classes, defined as: 1) "All current and former California-based employees who worked at any of Defendant's locations within the State of California at any time since four years before the filing of this action."

3. In response to the Complaint, Defendant generally denied the claims alleged by the Plaintiffs. Defendant generally denies the claims alleged in the FAC as well.

4. It is the desire of the Settling Parties to fully, finally and forever settle, compromise, and discharge all disputes and claims arising from or related to this case as against Defendant Hartford Gold Group, LLC. To achieve a full and complete release of these claims, the Settling Parties acknowledge that this Stipulation is intended to include a release of:

- a. Any and all allegations set forth in the pleadings in the Action, including any and all claims that were asserted or could have been asserted based on the facts alleged in the FAC filed in the Action; and
- b. Any and all forms of recovery, including fines, penalties, interest, restitution, liquidated damages, punitive damages, declaratory relief, and/or injunctive relief allegedly due and owing arising from or related to the allegations set out in the FAC, whether based on statutory, regulatory, or common law (hereinafter the "Released Claims").

1 5. It is the intention of the Settling Parties that this Stipulation of Settlement shall
2 constitute a full and complete settlement and release of all claims arising from or related to this
3 Action as against the Released Parties, which release includes all present and former parent
4 companies, subsidiaries, shareholders, officers, directors, employees, attorneys, insurers,
5 predecessors, and successors of the Settling Parties. The Settling Parties expressly do not intend to
6 release any claims as against any other parties, including Paychex Business Solutions LLC, its
7 related or affiliated entities or persons (collectively "Paychex").

8 6. Since the filing of the Action, the Settling Parties have informally exchanged
9 confidential discovery for the purposes of mediation. In addition to this discovery, Plaintiffs and
10 their counsel have conducted their own extensive, independent investigation concerning the claims
11 and defenses involved in this action.

12 7. The Settling Parties discussed the merits of the claims and defenses applicable in the
13 above-captioned case and agreed to mediate their dispute with Jeffrey Krivis, a respected mediator
14 with decades of experience mediating class action and PAGA cases. After considerable discussion
15 and negotiation, following the mediation on March 21, 2022 and upon presentation of a mediator's
16 proposal on March 22, 2022 the Settling Parties reached a proposed settlement agreement. The
17 Settling Parties negotiated the terms of a final agreement and those negotiations resulted in this
18 Settlement and Stipulation.

19 8. Based on their independent investigation and evaluation, counsel for the Plaintiffs
20 believes that this Settlement with Defendant, for the consideration and on the terms set forth in this
21 Stipulation, is fair, reasonable, and adequate and is in the best interest of the Settlement Class and
22 the State of California, in light of all known facts and circumstances, including the risk of significant
23 delay, the risk of class certification being denied, defenses asserted by Defendant, and numerous
24 potential appellate issues. Defendant and Defendant's counsel also agree that the Settlement is fair
25 and in the best interests of the Settlement Class and the State of California.

26 9. The Settling Parties have agreed to avoid further litigation and to settle and resolve
27 their disputes and claims, relating to the Action and the allegations made therein, as described herein
28 that the Settlement Class has or may have against the Defendant, without any admission of liability

1 or wrongdoing by either party. Therefore, the Settling Parties respectfully request that the
2 Settlement be approved by the Court.

3 10. Upon approval of this Settlement by the Court, the Settling Parties agree to cooperate
4 and take all necessary and appropriate steps to cause the entry of judgment in this case consistent
5 with California Court Rules, Rule 3.769(h), in consideration for the performance of their respective
6 obligations under this Settlement.

7 **II. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

8 11. Solely for the purpose of effectuating this Settlement, and without prejudice to the
9 rights of the Settling Parties should the Settlement not be approved, all of which are reserved in this
10 circumstance, and subject to Court approval, the Settling Parties hereby stipulate to class
11 certification of a Settlement Class defined as follows (the "Settlement Class"):

12
13 All persons who are or were employed by Defendant as nonexempt, hourly-paid
14 employees at any of Defendant's locations within the State of California within four
15 years of the filing of this complaint until the date of final court approval (the "Class
Period").

16 The Settlement Class shall exclude any individual or entity who would otherwise be a member of
17 the Settlement Class, but who files a valid and timely Request for Exclusion with the Claims
18 Administrator.

19 12. Persons who request exclusion (by returning a Request for Exclusion as defined
20 below) from the Action shall not share in the distribution of the settlement funds and will not be
21 bound by the terms of this Stipulation. A list of any person(s) who return a valid Request for
22 Exclusion will be generated by the Claims Administrator. Though, if twenty-five percent (25%) or
23 more of the proposed class opt out of the settlement agreement, Defendant may opt out of the
24 Settlement Agreement.

25 13. The certification of the Settlement Class, the Settling Parties' settlement of the
26 Action, and the rights and obligations of the Settling Parties hereunder, are contingent upon the
27 Court's final approval of this Stipulation as to the Settlement Class. The Settlement Class
28 recognizes and agrees that – in consideration of the covenants undertaken herein by the Defendant

1 – this Stipulation settles any and all of the Released Claims that the Settlement Class has or may
2 have against the Defendant, as provided herein.

3 14. Subject to Court approval, the parties will jointly propose ILYM Group, Inc.
4 (“ILYM”) to be appointed as Claims Administrator, or another Class Administrator if the parties
5 later agree that a different administrator is in the best interest of the Class and aggrieved employees.
6 The Claims Administrator will be responsible for receiving and logging any Requests for Exclusion
7 and/or objections; reporting on the status of the Settlement to the Settling Parties; preparing a
8 declaration regarding its receipt of Requests for Exclusion and objections; providing the Settling
9 Parties with data regarding the filing of Requests for Exclusion and objections; and performing such
10 other tasks as the Settling Parties may direct. The costs and expenses incurred by, or fees imposed
11 by, the Claims Administrator in performing its duties under this Stipulation, the costs of the Class
12 and PAGA Notice described below, and the costs of distributing the settlement proceeds, as
13 described below (collectively, “the Claims Administration Costs”), shall be paid from the Gross
14 Settlement Fund in accordance with the terms stated below. The Claims Administration Costs shall
15 be capped at six-thousand three-hundred and fifty dollars and no cents (\$6,350.00).

16 15. For purposes of this Settlement, and without prejudice to the rights of the Settling
17 Parties reserved herein should the settlement not be approved, the Settling Parties stipulate and agree
18 that the requisites for establishing class certification with respect to the Settlement Class have been
19 met and are met, as follows:

- 20 a. The persons or entities comprising the Settlement Class are so numerous as to make it
21 impracticable to join all Class Members and that there is an ascertainable Settlement
22 Class.
- 23 b. Common questions of law and fact predominate over questions affecting only individual
24 Class Members, including:
- 25 1. Whether Defendant failed to pay Plaintiff and the other class members the legally-
26 mandated minimum-wage for all hours worked;
- 27 2. Whether Plaintiff and the other class members worked over eight hours in a single
28 day and Defendant failed to pay them the legally required overtime compensation;

3. Whether Defendant failed to provide Plaintiff and class members with the opportunity to take timely and compliant meal periods;
 4. Whether Defendant failed to provide Plaintiff and class members with the opportunity to take timely and compliant rest periods;
 5. Whether Defendant failed to pay Plaintiff and other class members premium compensation for missed meal and rest periods;
 6. Whether Defendant failed to reimburse Plaintiff and other class members for business-related expenses;
 7. Whether Defendant failed to pay Plaintiff and other class members wages on a timely basis during employment;
 8. Whether Defendant failed to timely pay Plaintiff and other class members wages due upon termination;
 9. Whether Defendant failed to provide Plaintiff and other class members complete and accurate wage statements;
 10. Whether Defendant failed to maintain Plaintiff's and other class members' requisite payroll records;
 11. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendant's violations of California law; and,
 12. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.
- c. The claims of the Named Plaintiff are typical of the claims of the members of the Settlement Class.
 - d. The Named Plaintiff and Class Counsel will and can fairly and adequately protect the interests of the Settlement Class.
 - e. The prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.
 - f. With respect to the Settlement Class, the questions of law and fact common to the

1 members of the Settlement Class predominate over any questions affecting any
2 individual member, and a class action is superior to other available means for the fair
3 and efficient adjudication of the controversy.

4 **III. APPOINTMENT OF NAMED PLAINTIFF'S COUNSEL AS SETTLEMENT**
5 **CLASS COUNSEL**

6 16. Subject to the Court's approval, the Settling Parties hereby stipulate to the Court's
7 appointment of: Glenn A. Danas, and the law firm of Clarkson Law Firm P.C., 22525 Pacific Coast
8 Highway, Malibu, California 90265, 213-788-4050, as well as, Kevin I. Shenkman, Mary R.
9 Hughes, Andrea A. Alarcon, and the law firm of Shenkman & Hughes PC, 28905 Wight Rd.,
10 Malibu, California 90265, 310-457-0970, as class settlement counsel ("Class Counsel") with respect
11 to the Settlement Class.

12 **IV. SETTLEMENT TERMS AND DISTRIBUTION OF THE SETTLEMENT FUND**

13 17. Defendant shall pay the following (collectively, the "Settlement Payment") in
14 consideration for the Releases, covenants, and promises set forth in this Agreement and in full
15 settlement of any and all claims set forth in the Action by the Named Plaintiff and the members of
16 the Settlement Class who do not timely and validly opt out of the Settlement:

- 17 a. A total sum of \$550,000 ("Gross Settlement Fund");
- 18 b. Of the Gross Settlement Fund, \$140,000 shall be allocated to Plaintiff's class
19 as alleged in the FAC and as more specifically described below ("Class
20 Settlement Payment");
- 21 c. Of the Gross Settlement Fund, \$10,000 shall be located to Plaintiff's PAGA
22 claim ("PAGA Settlement Payment"), with \$7,500 going to the State of
23 California's Labor and Workforce Development Agency, and \$2,500 to be
24 distributed among the Aggrieved Employees;
- 25 d. Of the Gross Settlement Fund, \$400,000 shall be allocated to the Named
26 Plaintiff's individual claims as alleged in the FAC ("Named Plaintiff
27 Individual Settlement Payment").

28 The Class Settlement Payment shall be distributed amongst members of the Settlement Class

1 who do not timely and validly opt out of the settlement, the Named Plaintiff, and Plaintiffs' Counsel.
2 Defendant shall transmit the Settlement funds to the Claims Administrator for distribution as set
3 forth below. Defendant will have no obligation to pay any monies pursuant to this Settlement
4 Agreement, other than the monies set forth herein, and any distributions or payments to others shall
5 be made through the monies set forth herein.

6 The entire PAGA Settlement Payment will be distributed to the Aggrieved Employees, as
7 they have no ability to opt-out of the PAGA settlement. Defendant shall transmit the PAGA
8 Settlement funds to the Claims Administrator for distribution as set forth below.

9 18. As part of the overall settlement and release of claims, the Court shall determine the
10 amount of attorneys' fees to be allocated from the Class Settlement Payment to Plaintiffs' Counsel.
11 Plaintiffs' Counsel will also request that the Court reimburse Plaintiffs' Counsel for actual and
12 reasonable costs and expenses incurred in bringing, maintaining and pursuing this Action.
13 Defendant will not object to Plaintiffs' Counsels' request for attorneys' fees in an amount not to
14 exceed thirty-five percent (35%) of the Class Settlement Payment. Plaintiff's payment of attorneys'
15 fees out of the Named Plaintiff Individual Settlement Payment is addressed in a separate agreement
16 between Plaintiff and Plaintiff's Counsel. Any reduction in the amount of attorneys' fees awarded
17 from the amount sought shall be included in the common fund for distribution to the members of
18 the Settlement Class who do not timely and validly opt out of the Settlement. Additionally,
19 Defendant has no objection to Plaintiffs' Counsels' request for reimbursement of costs and expenses
20 in an amount not to exceed fifteen-thousand dollars and no cents (\$15,000.00) from the Class
21 Settlement Payment. Plaintiffs' Counsel will present its request for attorneys' fees and costs to the
22 Court at the final approval hearing.

23 19. Except as set forth herein, Plaintiff, Class Members, and Defendant shall bear their
24 own respective attorneys' fees and costs.

25 20. The fees charged by the Claims Administrator shall be paid from the Class Settlement
26 Payment. The parties intend that the Claims Administrator will provide notice to the Class Members
27 via First-Class U.S. mail. Overnight delivery, express or priority mail, and registered or certified
28 mail will not be required for such notice.

1 21. Defendant shall not oppose Plaintiffs' request for an incentive award of up to five-
2 thousand dollars and no cents (\$5,000.00) for Named Plaintiff Robert Scheff from the Class
3 Settlement Payment for serving as Class Representative, which shall be reported on IRS Form 1099
4 ("Incentive Award"). Named Plaintiff assumes sole responsibility for tax reporting and payment on
5 his Incentive Award.

6 22. The Parties agree that ten thousand dollars and no cents (\$10,000.00) of the Gross
7 Settlement Fund shall be allocated to any claims that could be or could have been asserted under the
8 Labor Code Private Attorneys General Act of 2004 ("PAGA"), codified in California Labor Code
9 section 2698, et seq., pertaining to or premised upon the alleged violations settled by this Settlement
10 (the "PAGA Claims"). Pursuant to California Labor Code section 2699(i), and subject to approval
11 by the Court under California Labor Code section 2699(l), five-thousand dollars and twenty-five
12 cents (\$7,500.00) out of the Settlement Payment will be paid to the California Labor and Workforce
13 Development Agency, in resolution of the PAGA Claims. The remaining two-thousand five
14 hundred dollars (\$2,500.00) of the amount attributed to the PAGA Claims will be paid to the
15 aggrieved employees, as set out in the following paragraph.

16 23. After deducting from the Class Settlement Payment (1) the Claims Administrator's
17 fees, (2) Plaintiffs' Counsel's attorneys' fees and costs as shall be awarded by the Court, and (3)
18 Named Plaintiff's Incentive Award as awarded by the Court, the remainder shall be distributed pro
19 rata to members of the Settlement Class (who do not timely and validly opt out of the Settlement)
20 without the need to submit a claim form, according to their respective weeks employed by Defendant
21 during the Class Period.

22 24. The PAGA Settlement Payment will be distributed to the Aggrieved Employees as
23 follows: Seventy-five percent (75%) of the PAGA Settlement Amount, or \$7,500, will be paid to
24 the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor
25 Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the
26 FAC. The remaining twenty-five percent (25%) of the PAGA Settlement Amount, or \$2,500, will
27 be paid to all Aggrieved Employees based on the total number of bi-weekly pay periods each
28 Aggrieved Employee worked as a non-exempt hourly employee of HGG's in California during the

1 PAGA Period. The aggrieved employees' bi-weekly pay periods will be calculated by HGG from
2 its payroll records.

3 25. Pursuant to C.C.P. §384, after final approval of the Settlement Agreement, the Court
4 shall set a date when the parties shall report to the Court the total amount that was actually paid to
5 the Class Members and Aggrieved Employees. After the report is received, the Court shall amend
6 the judgment to direct the Claims Administrator to pay the sum of the unpaid residue or unclaimed
7 or abandoned class member funds, plus any interest that has accrued thereon, to non-profit
8 organizations or foundations to support projects that will benefit the class or similarly situated
9 persons, or promote the law consistent with the objectives and purposes of the underlying cause of
10 action, to child advocacy programs, or to non-profit organizations providing civil legal services to
11 the indigent.

12 26. It is expressly understood and agreed that the receipt of such settlement awards will
13 not entitle any Class Member to additional compensation or benefits under any company bonus,
14 contest or other compensation or benefit plan or agreement in place during the period covered by
15 the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or
16 matching benefits, or deferred compensation benefits. Similarly, such payments are extraordinary
17 and are not attributable to work performed by any Class Member in any particular pay period; as
18 such, the payments do not affect any Class Member's regular rate of pay for any pay period(s).

19 27. Payments to Class Members, other than the Incentive Awards, pursuant to this
20 Agreement shall be allocated twenty percent (20%) to wages, subject to all applicable tax
21 withholdings, and eighty percent (80%) as non-wage penalties, interest and reimbursement of
22 employment related expenses not subject to payroll tax withholdings. The Claims Administrator
23 shall issue appropriate tax reporting documents as required by applicable law.

24 28. Tax Liability. The Parties make no representations as to the tax treatment or legal
25 effect of the payments specified herein, and Class Members are not relying on any statement or
26 representation by the Parties, Class Counsel, or Defense Counsel in this regard. Participating Class
27 Members and Class Counsel understand and agree that they shall be responsible for the payment of
28 all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Class

1 Counsel, and Defense Counsel free and harmless from and against any claims resulting from
2 treatment of such payments as non-taxable, including the treatment of such payments as not subject
3 to withholding or deduction for payroll and employment taxes.

4 29. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision
5 of this stipulation, and no written communication or disclosure between or among the Parties, Class
6 Counsel, or Defense Counsel and other advisers, is or was intended to be, nor shall any such
7 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
8 meaning of United States Treasury Department Circular 230 (31 CFR part 10, as amended); (2) the
9 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
10 counsel for advice (including tax advice) in connection with this stipulation, (b) has not entered into
11 this stipulation based upon the recommendation of any other party or any attorney or advisor to any
12 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
13 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party;
14 and (3) no attorney or adviser to any other party has imposed any limitation that protects the
15 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
16 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax
17 structure of any transaction, including any transaction contemplated by this stipulation.

18 30. The Claims Administrator shall distribute the Settlement Payment described above
19 to the Class Members, Named Plaintiff, Labor and Workforce Development Agency and Class
20 Counsel in their respective amounts as set forth above.

21 **V. SETTLEMENT APPROVAL PROCEDURES AND NOTICE TO CLASS**
22 **MEMBERS OF RIGHT TO OBJECT OR REQUEST EXCLUSION FROM**
23 **SETTLEMENT**

24 31. The Settling Parties' settlement of the Action, and their rights and obligations
25 hereunder, are expressly conditioned on the Court's preliminary approval of this Settlement as to
26 the Settlement Class, on the entry by the Court of an Order and Judgment Granting Final Approval
27 and entering judgment consistent with California Rules of Court, Rule 3.769(h), and the occurrence
28 of the Effective Date as defined below.

1 32. Preliminary approval shall be through the entry of an “Order of Preliminary
2 Approval,” substantially in the form and content of **Exhibit A** hereto. Promptly and in sufficient
3 time to allow a preliminary approval hearing, Plaintiffs’ Counsel shall file a motion with the Court
4 for preliminary approval of this Settlement, and Defendant shall support the request for preliminary
5 approval. The submission for preliminary approval by the Court will include the proposed form of
6 notice. In conjunction with this request, Class Counsel shall submit this Stipulation and supporting
7 papers, which shall set forth the terms of this Stipulation, and will include the proposed content of
8 all notices and other documents necessary to implement the Settlement Stipulation.

9 33. The Order for Preliminary Approval shall provide for notice of the Stipulation and
10 related matters (the “Class Notice”) to the Settlement Class as specified herein, including notice of
11 the procedure to withdraw from the Settlement Class or to object to the Settlement. The Class Notice
12 shall contain the information listed in the attached **Exhibit B** (the “Class Notice” or “Notice”), and
13 as further described in this Stipulation.

14 34. The Notice shall indicate that all members of the Settling Class, except for the Named
15 Plaintiff, shall have the right to file written objections to the Settlement and/or to appear at the Final
16 Approval Hearing (the date of which shall be included in the Class Notice). The Notice shall state
17 that written objections, if any, must be received by the Claims Administrator no later than thirty-
18 five (35) days prior to the final approval hearing. Class Members who fail to file and serve timely
19 written objections in the manner specified above shall be deemed to have waived any objections and
20 shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement,
21 unless otherwise ordered by the Court. Only Class Members who do not Opt-Out may submit
22 objections. The Parties’ counsel may, at least ten (10) calendar days (or some other date as set by
23 the Court) before the Final Approval Hearing, file responses to any written objections.

24 35. The Notice shall contain the release and waiver of claims against the Defendant
25 contained in this Stipulation, and an easily understood statement alerting putative members of the
26 Settlement Class that by failing to submit a Request for Exclusion the individual is agreeing to a
27 release and waiver of all such claims that person may have against the Defendant and the Released
28 Parties.

1 36. During the Notice Period, as defined below, the Notice and Request for Exclusion
2 containing the information listed in **Exhibit C** attached hereto shall also be made available on the
3 Claims Administrator's website. To be valid, the Request for Exclusion must be printed, completed
4 and sent to the Claims Administrator indicating that the putative class member does not wish to
5 participate in this Settlement in any way and instead wishes to preserve his/her rights and be
6 excluded from the Settlement Class. To be effective, a Request for Exclusion must be received by
7 the Claims Administrator at least thirty (30) days prior to the final approval hearing.

8 37. Not later than 15 calendar days after receipt of notice of the Court's entry of an Order
9 of Preliminary Approval, Defendant shall provide to the Claims Administrator a computer file that
10 contains the last-known name, last-known mailing address, and last-known full Social Security
11 number or Taxpayer Identification Number for all members in the Settlement Class, as defined
12 above, and for each member of the Settlement Class the number of weeks the individual worked for
13 Defendant during the Class Period. As of the date of this Agreement, Defendant's records reflect
14 that, using the Settlement Class definition above, the total number of members of the Settlement
15 Class is approximately 191.

16 38. Defendant shall reasonably cooperate and provide any additional information the
17 Claims Administrator may reasonably request for the purpose of giving notice to Class Members,
18 allocating and distributing the settlement amounts, and otherwise administering this Agreement.

19 39. Neither Plaintiffs nor the Claims Administrator shall release information provided
20 by Defendant pursuant to this section to any third party for any reason, absent issuance of a valid
21 subpoena. Neither Plaintiffs, Class Counsel, nor the Claims Administrator shall use or permit use
22 of the information provided by Defendant for any purpose other than claims administration.

23 40. Not later than five calendar days after receipt of the information necessary to do so,
24 the Claims Administrator shall mail a Notice of Class Action Settlement ("Class Notice") to the
25 Class Members at the last known mailing address provided by Defendant.

26 41. The Claims Administrator shall conduct a search through the United States Postal
27 Service's National Change of Address Database for updated mailing addresses for all members of
28 the Settlement Class and also mail the Class Notice to any updated addresses found.

1 42. Class Members shall have 45 calendar days from the date the Notices are mailed by
2 the Claims Administrator ("Notice Period") to postmark Requests for Exclusion (such Requests for
3 Exclusion are also referred to as "Opt-Outs"). To request exclusion, the Opt-Out must be completed
4 in its entirety in accordance with all instructions set forth in the Class Notice and postmarked no
5 later than 45 calendar days from the date of mailing of the Class Notice.

6 43. The Claims Administrator will perform one address follow-up on returned mail and
7 will re-mail the Class Notice to an updated address (if any) within five calendar days of receipt of
8 the returned mail. The 45-day time limit will run from the date of any subsequent mailings specified
9 in this paragraph for any such re-mailed Class Notice. The Parties intend that reasonable efforts be
10 used to locate Class Members. If the initial mailing is returned with a forwarding address, the
11 Claims Administrator shall re-mail the Class Notice to the forwarding address listed within five
12 calendar days of receipt of the returned mail. If the initial mailing is returned without a forwarding
13 address, the Claims Administrator will perform a skip trace search using the Social Security number
14 of the Class Member for a more current address and re-mail the Class Notice to the more current
15 address within five calendar days of receipt of the returned mail. If no address is found within ten
16 (10) calendar days after the skip trace search, no further action is required of Plaintiffs, Class
17 Counsel, Defendant, Defendant's Counsel, and the Claims Administrator. The Claims
18 Administrator will provide updates to both Class Counsel and Defendant's counsel regarding the
19 notification process on a weekly basis.

20 44. Any Class Member who does not timely and validly opt out of the Settlement in the
21 manner specified in this Agreement, shall be sent their respective class member Settlement Payment
22 and will have released all of the Released Claims as to all of the Released Parties as defined in this
23 Settlement Agreement.

24 45. In the event twenty-five percent (25%) or more Class Members validly opt out of the
25 Settlement Class, Defendant is entitled (but not required) to re-open negotiations or to terminate the
26 Settlement, which will result in litigating the action as if no Settlement was ever reached and without
27 prejudice to Defendant, Plaintiffs, or members of the putative class. Under no circumstances will
28 any counsel, Defendant, or Plaintiff encourage a Class Member to Opt-Out. .

1 46. The Claims Administrator shall provide a written notice report to Class Counsel and
2 the Defendant no later than fifteen (15) days after the end of the Notice Period, with a complete list
3 of all putative members of the Settlement Class who have timely requested exclusion from the class.

4 47. Class Counsel shall prepare a Motion for Final Approval of Class Action Settlement
5 and an accompanying proposed Order and Judgment Granting Final Approval, which shall be
6 lodged with the Court no later than ten (10) calendar days before the Final Approval Hearing.

7 **VI. RELEASES**

8 48. Release By Settlement Class Members - Upon the Effective Date, and conditioned
9 on Defendant's payment of the Settlement Amount, Plaintiffs and each member of the Settlement
10 Class who has not submitted a timely and valid Request for Exclusion, releases Defendant Hartford
11 Gold Group, LLC, and each of its officers, directors, employees, parents, subsidiaries,
12 representatives, insurers, predecessors, successors and counsel (collectively referred to as the
13 "Released Parties") from any and all claims, debts, liabilities, demands, obligations, guarantees,
14 costs, expenses, attorneys' fees, penalties, damages, restitution, injunctive relief, or a remedy of any
15 other type, arising during the Class Period, which are based on, arise out of, could have been made
16 based on the allegations in the FAC, including but not limited to, claims made pursuant to the
17 California Labor Code or federal law (FSLA) for failure to pay minimum wage or overtime
18 compensation, failure to provide adequate meal periods and/or rest periods, failure to provide
19 accurate wage statements, failure to pay wages in a timely fashion, failure to maintain records for
20 inspection or copying, waiting time penalties, and any similar claims under federal law, and claims
21 made under the California Private Attorney General Act of 2004 ("PAGA") codified in California
22 Labor Code section 2698, et seq., (hereinafter the "Released Claims"). Paychex is expressly not
23 covered by this release and are excluded from the "Released Parties." This Release covers all claims
24 for interest, attorneys' fees, and costs related to the Action. Further, Named Plaintiff Robert Scheff
25 agrees to indemnify and hold harmless Defendant Hartford Gold Group, LLC from any liability,
26 damage, loss, or expense (including reasonable attorneys fees and expenses of litigation) in
27 connection with any claims, actions, suits, demands, or judgments in connection with any claims by
28 Paychex asserted against Hartford Gold Group LLC arising out of or relating to Scheff, his claims,

1 or his employment with Hartford Gold Group, LLC, including but not limited to in connection with
2 *Robert Scheff v. Paychex Business Solutions, LLC*, Case No. CGC-21-596794), including but not
3 limited to for contribution, indemnity, subrogation and/or liability.

4 49. Mutual Release By Named Plaintiff and Defendant - Upon the Effective Date, and
5 conditioned on Defendant's payment of the Settlement Amount, in addition to the limited release
6 given in paragraph 48 of this Agreement, Named Plaintiff on behalf of himself and his heirs and
7 assigns, expressly waives and releases any and all claims and rights against the Released Parties,
8 whether known or unknown, that Named Plaintiff may have against the Released Parties, or any of
9 them, including without limitation any claims that relate to Plaintiff's employment relationship with
10 any of the Released Parties, the offer of such employment, the termination of Plaintiff's
11 employment, and Plaintiff's treatment while employed by any of the Released Parties, to the
12 maximum extent and duration allowed by law. Paychex Business Solutions, LLC and any other
13 Paychex-related entities are expressly not covered by this release and are excluded from the
14 "Released Parties." Other than as described herein, it is understood and agreed that this release
15 includes, but is not limited to, any claims for wages, commissions, bonuses, employment benefits,
16 shares of stock or options, or warrants or rights for equity, or damages of any kind whatsoever,
17 arising out of any contracts, expressed or implied, any common law theory, any tort theory, any
18 theory of wrongful discharge, any theory of misrepresentation, any theory of interference with
19 contractual or economic relations, any claim of failure to accommodate and/or engage in the
20 interactive process, any legal restriction on the employment relationship or an employer's right to
21 terminate employees, or any federal, state, county, city, or other governmental statute, regulation,
22 or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964, the Americans
23 with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefit
24 Protection Act, the California Fair Employment and Housing Act, the Family and Medical Leave
25 Act, the California Family Rights Act, each as amended, federal law (FLSA) any other laws
26 concerning discrimination or harassment, or any other legal limitation on the employment
27 relationship, including any applicable provisions of the California Labor Code, to the maximum
28 extent such claims are allowed by law to be released. Except for the Action, Plaintiff has not filed

1 any complaints, charges, or lawsuits against the Released Parties, or any of them, with any
2 governmental agency or any court, provided that this Agreement does not prevent Named Plaintiff
3 from filing a charge with the Equal Employment Opportunity Commission, the Department of Fair
4 Employment and Housing (but in such case Plaintiffs waive their right to any monetary recovery in
5 connection with such a charge), or against Paychex Business Solutions LLC in court for any claims.
6 Further, Named Plaintiff Robert Scheff agrees to indemnify and hold harmless Defendant Hartford
7 Gold Group, LLC from any liability, damage, loss, or expense (including reasonable attorneys fees
8 and expenses of litigation) in connection with any claims, actions, suits, demands, or judgments in
9 connection with any claims by Paychex asserted against Hartford Gold Group LLC arising out of or
10 relating to Scheff, his claims, or his employment with Hartford Gold Group, LLC, including but not
11 limited to in connection with *Robert Scheff v. Paychex Business Solutions, LLC*, Case No. CGC-21-
12 596794), including but not limited to for contribution, indemnity, subrogation and/or liability.

13 Upon the Effective Date, Hartford Gold Group, LLC on behalf of itself and its successors
14 and assigns, expressly waives and releases any and all claims and rights against Named Plaintiff,
15 his successors, agents, representatives and businesses of which he owns a majority interest, whether
16 known or unknown, that Hartford Gold Group LLC may have against Named Plaintiff, his
17 successors, agents, representatives and businesses of which he owns a majority interest, including
18 without limitation any claims that relate to Named Plaintiff's employment relationship with any of
19 the Released Parties, the offer of such employment, and the termination of Named Plaintiff's
20 employment, to the maximum extent and duration allowed by law.

21 It is understood and agreed by Named Plaintiff and Defendant that each of them expressly
22 waives any rights or benefits available to them or any of them under the provisions of California
23 Civil Code section 1542, which provides as follows:

24 “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
25 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
26 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
27 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
28

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
2 DEBTOR OR RELEASED PARTY.”

3 Named Plaintiff and Defendant understand the statutory language of Section 1542 of the California
4 Civil Code but nonetheless elect to and hereby do waive any rights that they may have under said
5 Civil Code Section in any claims against one another. The Settling Parties realize and acknowledge
6 that they may have sustained losses that are presently unknown and unsuspected, and that such
7 losses may give rise to additional losses and expenses in the future that are not now
8 anticipated. Nevertheless, the Settling Parties, being fully aware of the situation, do nevertheless
9 intend to release, acquit, and forever discharge their claims as described above. Notwithstanding
10 the above, Defendant reserves the right to make a claim for indemnity against Named Plaintiff with
11 respect to any claims or actions by Paychex asserted against Hartford Gold Group for contribution,
12 indemnity, subrogation and/or liability stemming from conduct in connection with Mr. Scheff's
13 employment, and occurring at Hartford Gold Group, LLC.

14 50. The deposit of a check corresponding to a Class Member's portion of the Settlement
15 Amount, shall be regarded as opting-in, for purposes of the Fair Labor Standards Act, and shall
16 operate as a release of any claims under the Fair Labor Standards Act against the Released Parties
17 as well.

18 **VII. THE FINAL EFFECTIVE DATE**

19 51. This Settlement shall become final and effective (the “Final Effective Date”) on the
20 later of the following dates: If no objections are received from the putative class members, seven
21 calendar days after entry of the Order and Judgment Granting Final Approval; if objection(s) are
22 received but an appeal or other review is not sought from the Order and Judgment Granting Final
23 Approval, the sixty-first (61st) calendar day after entry of judgment; or if an appeal or other review
24 is sought from the Order and Judgment Granting Final Approval by a member of the Settlement
25 Class, the day after the trial court's judgment is affirmed or the appeal or other review is dismissed
26 or denied, and the judgment is no longer subject to judicial review or other challenge.

1 **VIII. EFFECT OF NON-APPROVAL, OR FAILURE OF THE FINAL EFFECTIVE**
2 **DATE TO OCCUR**

3 52. If this Settlement is not approved by the Court, or if it is otherwise not consummated
4 as a result of an appeal, collateral attack, or other proceeding, then this Stipulation and Settlement
5 shall be null and void. In such event:

- 6 a. Nothing in this Stipulation shall be construed as a determination, admission, or
7 concession of any substantive or procedural issue in the Action, and nothing in this
8 Stipulation may be offered into evidence in any hearing or trial, or in any subsequent
9 pleading or in any subsequent judicial, arbitral, or administrative proceeding;
- 10 b. The Settling Parties expressly reserve their rights with respect to the prosecution and
11 defense of the Action as if this Stipulation never existed; and
- 12 c. Plaintiff and Defendant shall share the Claims Administration Costs through that date
13 equally, 50 percent each.

14 **IX. PROCESSING OF CLASS MEMBER CLAIMS AND DISTRIBUTION OF**
15 **CHECKS**

16 53. Within five (5) business days of receiving payment from Defendant, the Claims
17 Administrator shall mail all checks to the Settlement Class, Named Plaintiff, the LWDA and
18 Plaintiffs' Counsel, consistent with this Agreement, and provide confirmation of mailing to both
19 Defendant's Counsel and Class Counsel.

20 **XI. ADDITIONAL TERMS AND CONDITIONS**

21 **54. Settlement Fair and Reasonable.**

22 Class Counsel has considerable experience in litigating and settling class actions of this type,
23 and is sufficiently familiar with the facts of this case and the applicable laws and regulations to make
24 an informed judgment as to the fairness of this Settlement. In light of this experience, and for
25 reasons that will be more fully explained in Class Counsel's motion for preliminary approval, Class
26 Counsel and the Named Plaintiff believes that the settlement terms herein are fair and reasonable
27 with regard to the interests of the Settlement Class.

28 **55. Settlement the Result of Arm's-Length Bargaining.**

1 The terms of the settlement of the Action resulted from significant arm's-length negotiations
2 spanning several months and including a full-day mediation with respected mediator Mr. Jeffrey
3 Krivis.

4 **56. Notices.**

5 Except for Class Member notices which are required herein, all notices, requests, demands
6 and other communications related to or in connection with this Stipulation shall be in writing, and
7 shall be provided by appropriate method depending on the urgency (e.g., personal delivery, email,
8 overnight delivery, or first-class U.S. mail) as follows:

9
10 **TO THE SETTLING CLASS:**

11 GLENN A. DANAS
12 CLARKSON LAW FIRM, P.C.
13 22525 Pacific Coast Highway
14 Malibu, CA 90265
15 Telephone: (213) 788-4050
16 Facsimile: (213) 788-4070
17 gdanas@clarksonlawfirm.com

18 KEVIN I. SHENKMAN
19 ANDREA A. ALARCON
20 SHENKMAN & HUGHES
21 28905 Wight Rd.
22 Malibu, California 90265
23 Telephone: (310) 457-0970
24 kishenkman@shenkmanhughes.com
25 aalarcon@shenkmanhughes.com

TO THE DEFENDANT:

DAVID J. FISHMAN
BALLARD, ROSENBERG, GOLPER &
SAVITT, LLP
15760 Ventura Boulevard, 18th Floor
Encino, California 91436
Telephone (818) 508-3707
dfishman@brgslaw.com

26 **57. Modification by Writing Only.**

27 This Stipulation, and its terms and Exhibits, may be modified only in a writing signed by all
28 counsel of record for the parties, and will not become effective unless and until approved by the
Court or otherwise as ordered by the Court.

58. Further Cooperation.

The Settling Parties and their respective counsel of record shall proceed diligently to prepare
and execute all documents, to seek the necessary Court approvals, and to do all other things
reasonably necessary to conclude this Settlement.

1 **59. Construction and Integration.**

2 This Stipulation and Settlement, including its exhibits, constitutes the entire agreement and
3 understanding between the parties, and supersedes any previous agreements or understandings
4 between the Settling Parties. No representations, warranties or inducements have been made to any
5 party concerning the subject matter of this Stipulation or Settlement and/or exhibits other than the
6 representations, warranties and covenants contained in such documents. This Stipulation and
7 Settlement, and all related exhibits shall be construed each as a whole, and with reference to one
8 another, according to their fair meaning and intent. The Settling Parties represent that their counsel
9 have participated and cooperated in the drafting and preparation of this Stipulation and related
10 exhibits; hence, in any construction to be made of this Stipulation and Settlement and/or exhibits,
11 the same shall not be construed against any party on the basis that either party was the drafter.

12 **60. Attorneys' Fees, Costs and Expenses.**

13 Except as otherwise provided for herein, each party shall bear its/his/her own attorneys' fees,
14 costs and expenses, taxable or otherwise, incurred by them in or arising out of the Action, and shall
15 not seek reimbursement thereof from any other party to this Stipulation or Settlement.

16 **61. Calculation of Time.**

17 Any reference to "days" in this Stipulation refers to calendar days unless stated otherwise.
18 When the last day to perform an act occurs on a weekend or court holiday, the act shall be timely if
19 performed on the next court day.

20 **62. Continuing Jurisdiction.**

21 Except as otherwise specifically provided for herein, the Superior Court of the State of
22 California for the County of Los Angeles shall retain jurisdiction to construe, interpret and enforce
23 this Stipulation and the Settlement, to supervise all notices, the administration of the Settlement and
24 this Stipulation and distribution of the Settlement Fund, and to hear and adjudicate any dispute
25 arising from or related to the Settlement and/or this Stipulation.

26 **63. Enforcement Actions.**

27 Except as otherwise specifically provided for herein, the Los Angeles County Superior Court
28 shall retain jurisdiction to enforce this Agreement and the Settlement pursuant to California Code

1 of Civil Procedure section 664.6, to supervise all notices, the administration of the Settlement and
2 this Agreement and distribution of the Settlement Payment, and to hear and adjudicate any dispute
3 arising from or related to the Settlement. In the event that one or more parties to this Stipulation
4 and Settlement institutes a legal action or other proceeding against any other party or parties to
5 enforce the provisions of this Stipulation and Settlement or to declare rights and/or obligations under
6 this Stipulation and Settlement, the successful party or parties shall be entitled to recover from the
7 unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees
8 incurred in connection with any enforcement actions. Before commencing any such action or
9 proceeding, the parties shall meet and confer in good faith in effort to resolve the dispute.

10 **64. Binding on Assigns.**

11 This Stipulation of Settlement shall be binding upon and inure to the benefit of all of the
12 parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

13 **65. Governing Law**

14 California law governs the interpretation and application of this Agreement and
15 administration of any class claims.

16 **66. Parties' Authority**

17 The signatories hereto represent that they are fully authorized to enter into this Settlement
18 Agreement and bind the Settling Parties to the terms and conditions hereof. Plaintiffs confirm that
19 they understand all of the terms of the Agreement, and have been advised by counsel throughout.

20 **67. Class Signatures**

21 It is agreed that because the Class Members are so numerous, it is impossible or impractical
22 to have each Class Member execute this Agreement. Named Plaintiff executes this Agreement on
23 behalf of all Class Members who do not timely and validly Opt-Out of this Settlement. The Class
24 Notice shall advise all Class Members of the binding nature of the Release and such shall
25 have the same force and effect as if this Agreement were executed by each Class Member who
26 does not timely and validly Opt-Out of this Settlement.

27 **68. Section Headings**

28 Section headings in this Agreement are included herein for convenience of reference only

1 and shall not constitute a part of this Agreement for any other purpose.

2 69. **No Disparagement**

3 Defendant agrees that neither they, nor any of its members, officers, directors or control-
4 group employees shall make any statement that disparages Named Plaintiff, and Named Plaintiff
5 agrees that he shall not make any statement that disparages Defendant, its members, officers,
6 directors or control-group employees.

7 70. **Counterparts**

8 This Stipulation may be executed in counterparts, and when each party has signed and
9 delivered at least one such counterpart, each counterpart shall be deemed an original and, when
10 taken together with other signed counterparts, shall constitute one Stipulation which shall be binding
11 upon and effective as to all parties.

12 IN WITNESS WHEREOF, the undersigned Settling Parties and their duly authorized
13 representatives accept and agree to the terms of this Stipulation and Settlement and execute it
14 voluntarily and with a full understanding of its consequences.

15
16 PLAINTIFF

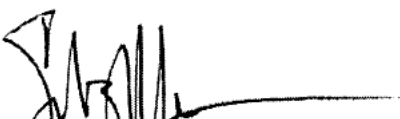
17 Date: September 8, 2022



Robert Scheff

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19
20 DEFENDANT

21 Date: 9/13/2022



The Hartford Gold Group, LLC

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Approved as to form:

Date: 9/12/2022



Glenn A. Danas
Attorney for Named Plaintiff and the Class

Date: 9/12/2022



Kevin I. Shenkman
Attorney for Named Plaintiff and the Class

Date: 9/13/2022



David J. Fishman
Attorney for Defendant

Exhibit A to Exhibit 1

*Proposed Order of Preliminary Class Settlement Approval and
PAGA Approval*

DECLARATION OF GLENN A. DANAS IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT

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

ROBERT SCHEFF, individually, and on
behalf of others similarly situated and other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

v.

THE HARTFORD GOLD GROUP, LLC, a
California limited liability corporation; and
DOES 1 through 25, inclusive,

Defendants.

CASE NO. 20STCV47565

Hon. Stephen I. Goorvitch

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT AND SETTING FAIRNESS
HEARING**

Dept.: 39

Complaint Filed: Dec. 11, 2020.
Jury Trial Date: None Set

1 Named Plaintiff Robert Scheff's application for an Order Preliminarily Approving a Class
2 Action Settlement and setting a settlement hearing was filed with the court on October 21, 2022.
3 The Court has considered the Joint Stipulation of Class Action Settlement (and its exhibits) (the
4 "Stipulation") and all other papers filed in this action.

5 NOW THEREFORE, IT IS HEREBY ORDERED:

6 1. All defined terms contained herein shall have the same meanings as set forth in the
7 Stipulation;

8 2. The Class Representatives and Defendants, through their counsel of record in the
9 Litigation, have reached an agreement to settle all claims in the Litigation on behalf of the Class as
10 a whole;

11 3. The Court hereby conditionally certifies the following class (referred to herein as
12 the "Class") for settlement purposes only:

13 All persons who are or were employed by Defendant as nonexempt, hourly-
14 paid employees at any of Defendant's locations within the State of
15 California within four years of the filing of this complaint until the date of
16 final court approval (the "Class Period").

17 The Settlement Class shall exclude any individual or entity who would otherwise be a
18 member of the Settlement Class, but who files a valid and timely Request for Exclusion with the
19 Claims Administrator.

20 If, for whatever reason, the Stipulation and Judgment does not become Final, the fact that
21 the parties were willing to stipulate to certification of the Class as part of the Stipulation shall have
22 no bearing on, or be admissible in connection with, the issue of whether a class should be certified
23 in a non-settlement context.

24 4. The Court appoints and designates: (a) Plaintiff Robert Scheff as the Class
25 Representative and (b) Shenkman & Hughes PC and Clarkson Law Firm, PC as Class Counsel for
26 the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or
27 consents required by, or which may be given, pursuant to the Stipulation, and such other acts
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1 reasonably necessary to finalize the Stipulation and its terms. Any Class Member may enter an
2 appearance through his or her own counsel at such Class Member's own expense. Any Class
3 Member who does not enter an appearance, or appear on his or her own behalf, will be represented
4 by Class Counsel.

5 5. The Court hereby preliminarily approves the terms and conditions provided for in
6 the Stipulation.

7 6. The Court hereby preliminarily approves that, as part of the overall settlement and
8 release of class and PAGA claims, the Court shall determine the amount of attorneys' fees to be
9 allocated from the Settlement Payment for the class and PAGA claims to Plaintiff's Counsel.
10 Plaintiff's Counsel may also request that the Court reimburse Plaintiff's Counsel for actual and
11 reasonable costs and expenses incurred in bringing, maintaining and pursuing this action.
12 Defendant may not object to Plaintiff's Counsel's request for attorneys' fees in an amount not to
13 exceed thirty-five percent (35%) of the Settlement Payment. Any reduction in the amount of
14 attorneys' fees awarded from the amount sought shall be included in the common fund for
15 distribution to the members of the Settlement Class who do not timely and validly opt out of the
16 Settlement. Additionally, Defendant may not object to Plaintiffs' Counsel's request for
17 reimbursement of costs and expenses in an amount not to exceed fifteen-thousand dollars and no
18 cents (\$15,000.00) from the Class Settlement Payment. Plaintiff's Counsel shall present its
19 request for attorneys' fees and costs to the Court at the final approval hearing.

20 7. The Court hereby preliminarily approves the Incentive Award of five-thousand
21 dollars and no cents (\$5,000.00) for Named Plaintiff Robert Scheff from the Class Settlement
22 Payment for serving as Class Representative.

23 8. The Court hereby approves a payment of \$10,000 to settle the Plaintiff's claims for
24 civil penalties under the Private Attorneys General Act (PAGA), consisting of seven thousand five
25 hundred dollars (\$7,500) Labor and Workforce Development Agency and two thousand five
26 hundred dollars (\$2,500) to the non-party Aggrieved Employees, finding that such amount is fair,
27 adequate and reasonable under the circumstances and furthers PAGA's underlying purpose.

1 9. The Court also preliminarily approves the proposed class action settlement, finding
2 that the Stipulation appears to be within the range of reasonableness of a settlement, including
3 Class Representative the service award, Class Counsel fees and costs, and the allocation of
4 payments to Class Members, that could ultimately be given final approval by this Court. It
5 appears to the Court on a preliminary basis that the settlement is fair, adequate and reasonable as
6 to all potential Class Members when balanced against the probable outcome of further litigation
7 relating to liability and damages issues. It also appears that extensive and costly investigation,
8 research and court proceedings have been conducted so that counsel for the Settling Parties are
9 able to reasonably evaluate their respective positions. It appears to the Court that settlement at this
10 time will avoid substantial additional costs by all Settling Parties, as well as avoid the delay and
11 risks that would be presented by the further prosecution of the Litigation. It also appears that
12 settlement has been reached as a result of intensive, serious and non-collusive, arms-length
13 negotiations.

14 10. A hearing (the "Settlement Fairness Hearing") shall be held before this Court on
15 _____, 2022 at __:__ am/pm at the Superior Court of the State of California, County
16 of Los Angeles, Department 39 of the Stanley Mosk Courthouse, to determine all necessary
17 matters concerning the Stipulation, including whether the proposed settlement of the action on the
18 terms and conditions provided for in the Stipulation is fair, adequate and reasonable and should be
19 finally approved by the Court and whether a Judgment, as provided in the Stipulation, should be
20 entered herein. At this same time, a hearing on Class Counsel's motion for attorneys' fees and
21 reimbursement of litigation expenses and the Class Representatives' service awards shall also be
22 held.

23 11. The Court hereby approves, as to form and content, the Notice of Proposed Class
24 Action Settlement and the accompanying Request for Exclusion Form, which are attached as
25 exhibits to the Stipulation. The Court finds that distribution of the Class Notice and Request for
26 Exclusion to Class Members substantially in the manner and form set forth in the Stipulation and
27 this Order meet the requirements of due process and shall constitute due and sufficient notice to all
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1 parties entitled thereto.

2 12. Any Class Member may choose to opt-out of and be excluded from the class action
3 portion of the settlement as provided in the Stipulation by following the instructions for requesting
4 exclusion in the Notice. Any person who timely and properly opts out of the settlement will not
5 be bound by the Stipulation or have any right to object, appeal or comment thereon. Any Request
6 for Exclusion must be signed by each such Class Member opting out and must otherwise comply
7 with the requirements delineated in the Stipulation and Notice. Class Members who have not
8 requested exclusion by submitting a valid and timely Request for Exclusion by the Opt Out
9 Deadline shall be bound by all determinations of the Court, the Stipulation and Judgment.

10 13. Any Class Member may object to the Stipulation or express his or her views
11 regarding the Stipulation, and may present evidence and file briefs or other papers that may be
12 proper and relevant to the issues to be heard and determined by the Court as provided in the Class
13 Notice. No Class Member, however, shall be heard or entitled to object, and no papers or briefs
14 submitted by any such person shall be received or considered by the Court, unless on or before the
15 Objection Deadline the Class Member or Person or his or her counsel properly filed their
16 objections with the Court and served their objections on Class Counsel and Defense Counsel as
17 provided in the Stipulation and Notice. Any Class Member who does not make his or her
18 objection in the manner provided for in the Stipulation and Notice, including by the Objection
19 Deadline, shall be deemed to have waived such objection and shall forever be foreclosed from
20 making any objection to the Stipulation.

21 14. The Motion for Final Approval shall be filed by Class Representatives on or before
22 , 2022. Responses by Class Representatives and/or Defendant to any
23 objections, as well as a proposed order and judgment of final approval shall be filed on or before
24 , 2022.

25 15. The Court reserves the right to adjourn or continue the date of the Settlement
26 Fairness Hearing and all dates provided for in the Stipulation without further notice to the Class,
27 and retains jurisdiction to consider all further applications arising out of or connected with the
28

1 Stipulation.

2

3 **IT IS SO ORDERED.**

4

DATED: _____

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HON. STEPHEN I. GOORVITCH
JUDGE OF THE SUPERIOR COURT

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Exhibit B to Exhibit 1

Proposed Notice of Proposed Class Action Settlement

DECLARATION OF GLENN A. DANAS IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT

NOTICE OF CLASS ACTION SETTLEMENT

**SI DESEA UNA TRADUCCIÓN AL ESPAÑOL DE ESTE AVISO, COMUNÍQUESE
CON EL ADMINISTRADOR DE LA CLASE EN [ADMINISTRATOR CONTACT]**

**IF YOU ARE A CURRENT OR FORMER CALIFORNIA-BASED EMPLOYEE WHO
WORKED FOR THE HARTFORD GOLD GROUP (“HGG”) WITHIN THE STATE OF
CALIFORNIA AT ANY TIME DURING THE PERIOD OF DECEMBER 11, 2016 UNTIL
[THE DATE OF PRELIMINARY COURT APPROVAL],
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.**

You do **NOT** have to do anything if you want to participate in this Settlement. Checks
will automatically be mailed to you consistent with the Settlement Agreement.

A court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

On [REDACTED], 2022, the Court in this action granted preliminary approval of a proposed settlement as set forth in
the Settlement Agreement and Release (“Settlement Agreement”) concerning the lawsuit noted above (“the Lawsuit”). You
are receiving this Notice because records show you were a California-based employee of The Hartford Gold Group within the
State of California during the period from December 11, 2016 to final approval of this Settlement (“Class Period”), and, you
may be entitled to recover a portion of the funds to be made available for the proposed settlement of this class action.

You are not being sued. However, your rights may be affected by the legal proceedings in the Lawsuit. If the
proposed settlement of this class action is granted final approval by the Court, you, as a Class Member, may have the right to
be paid a share of the proposed settlement funds.

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY.
YOUR RIGHTS MAY BE AFFECTED
BY THE PROPOSED SETTLEMENT DESCRIBED IN THIS NOTICE**

You have received this Notice because The Hartford Gold Group’s records indicate that you are a member of the
Class. This notice is designed to inform you about **your options in this Settlement**, all of which are dependent on the
Court’s final approval of the Settlement.

YOUR OPTIONS

- 1. Do Nothing:** Unless you have already received a settlement payment from HGG that exceeds
your share of this Settlement Agreement you **WILL** receive money from this Settlement, and you will release
certain claims you may have against The Hartford Gold Group;
- 2. Opt Out of this Settlement:** You may exclude yourself from the class action portion of this
Settlement, in which case you will receive nothing from the class action portion of this Settlement; or
- 3. Object to this Settlement:** You may express your objection to the class action portion of this
Settlement to the Los Angeles Superior Court as detailed below.

1. What Is This Case About?

Robert Scheff (“Named Plaintiff”) asserted causes of action seeking wages and statutory penalties for violations of the California Labor Code and the California Business and Professions Code on his own behalf and on behalf of a class of similarly situated employees, and sought to recover civil penalties pursuant to the Private Attorney General Act on behalf of himself, the state of California, and other Aggrieved Employees (employees of Defendant who had suffered at least one of the alleged Labor Code violations within one year prior to filing the exhaustion letter with the state on [REDACTED]). Principally, Named Plaintiff alleged that Defendant The Hartford Gold Group, LLC, (“Defendant”) failed to provide Named Plaintiff, Aggrieved Employees and the class members with: minimum wages and overtime compensation; all meal and rest periods to which they were entitled and failed to pay premium wages for missed meal and rest periods; all wages during their employment and upon termination of their employment; reimbursement for necessary business expenses; compliant wage statements; and failed to maintain Named Plaintiff’s, Aggrieved Employees’ and the class members’ accurate employment records. No representations are being made here concerning the value of the claims alleged by the Named Plaintiff. Defendant The Hartford Gold Group, LLC denied all of Named Plaintiffs’ claims.

On [REDACTED] the Court granted the Named Plaintiff’s motion for preliminary approval of class action settlement, conditionally certifying the following class:

All persons who are or were employed by Defendant as nonexempt, hourly-paid employees at any of Defendant’s locations within the State of California within four years of the filing of this complaint until the date of final court approval (the “Class Period”).

Based on HGG’s records, you may be a member of the Class and you may be entitled to receive money from the proposed settlement.

The settlement of this case is dependent on the Court’s approval. If the Court approves the proposed settlement at the Final Approval Hearing scheduled for [REDACTED] the proposed settlement will bind all members of the Class who do not file a valid and timely Request for Exclusion with the Claims Administrator, consistent with the Court’s order certifying the Settlement Class. If the Court does not approve the proposed settlement, the Settlement Agreement will have no effect or precedential value in any subsequent proceedings in the Lawsuit or in any other litigation.

2. How Can I Receive Money From The Settlement?

You do not have to do anything to receive money from this Settlement. If the Court grants final approval of the Settlement *and* you **do not** file a Request for Exclusion, unless you have already received a settlement payment from HGG that exceeds your share of this Settlement, you **will** receive money from this Settlement. Checks will be automatically mailed to you, consistent with the Settlement, consistent with your pro rata share. Checks will be valid for 180 days from issuance; if you do not cash or deposit your check within 180 days the funds will revert to The Hartford Gold Group.

If you believe HGG may not have your most up to date address, please provide your address to ILYM Group, Inc., P.O. Box 2031 Tustin, CA 92781 to ensure that you receive your share of the settlement.

3. Will I Be Subject To Discipline or Retaliation If I Participate in the Settlement?

No.

4. How Much is the Settlement?

To fully settle all class action claims set forth in this Lawsuit, The Hartford Gold Group has agreed to pay a total sum of \$140,000.00. (“Class Settlement Payment”) The Claims Administrator’s fees, up to \$6,350.00, will be paid out of the Class Settlement Payment. Additionally, the Court will determine the amount of attorneys’ fees to be allocated from the

Class Settlement Payment to Named Plaintiffs' counsel (in an amount not to exceed 35% of the total Class Settlement Payment). Named Plaintiffs' counsel will also request that the Court reimburse them for actual and reasonable costs and expenses incurred in bringing, maintaining and pursuing this action (in an amount not to exceed \$15,000). Named Plaintiff will request an incentive award up to \$5,000 for Named Plaintiff Robert Scheff.

In addition, The Hartford Gold Group has agreed to pay a total sum of \$10,000.00 in civil penalties pursuant to the Private Attorney General Act of 2004 (PAGA). ("PAGA Settlement Payment") The California Labor and Workforce Development Agency will be paid \$7,500 out of the PAGA Settlement Payment.

5. How Much Money Will I Receive?

If the settlement is finally approved by the Court, and you do not exclude yourself from the settlement, you will receive your pro rata share of the settlement proceeds, based on the number of weeks you worked for Hartford Gold Group during the Class Period.

For purposes of tax obligations, twenty percent (20%) of the money you receive will be considered wages and eighty percent (80%) will be considered penalties and interest. Wages are subject to certain payroll taxes and will be reported to tax authorities on a W-2 form, while penalties and interest are not subject to those payroll taxes and will be reported to tax authorities on a 1099 form. You should consult a tax professional if you have any questions concerning your tax obligations.

6. When Will I Receive the Money?

If the Court grants final approval of the settlement, the Claims Administrator will pay your pro rata share of the Settlement within five (5) days of receiving payment from HGG. HGG will be required to make its payment within ten (10) days of the Effective Date of the Settlement. The Claims Administrator will promptly distribute that money when received from HGG.

7. Can I Object to The Settlement?

Yes. To do so, you must mail a signed, written statement of objection to the Class Administrator at the address listed below, including your full name, mailing address, telephone number, and the reason(s) for objecting to the class action portion of this settlement. The attorneys for Plaintiff and Defendant will then forward your objection to the Court. You may also appear at the Final Approval Hearing, either yourself or through an attorney representing you, to communicate to the Court any objection you may have to the proposed settlement.

Your objection must be received by the Class Administrator no later than thirty-five (35) calendar days prior to the Final Approval Hearing.

If you fail to make your objections in the manner specified above, you shall be deemed to have waived any objections and you shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement, or any aspect of the proposed settlement, including, without limitation, the fairness, reasonableness or adequacy of the proposed settlement, the incentive awards to the Named Plaintiffs, or any award of attorneys' fees or reimbursement of costs and expenses.

If the Court rejects your objection, you will still be bound by the terms of the Settlement Agreement and the Release described below.

If you are an Aggrieved Employee, you may not object to the PAGA portion of this settlement.

8. What Happens If I Do Nothing?

You may receive money from this settlement and you will be bound by the Settlement Agreement and the Release described below.

9. What Rights Am I Giving Up?

Upon the Effective Date, and conditioned on Defendant's payment of the Settlement Amount, Plaintiffs and each member of the Settlement Class who has not submitted a timely and valid Request for Exclusion, releases Defendant Hartford Gold Group, LLC, and each of its officers, directors, employees, parents, subsidiaries, representatives, insurers, predecessors, successors and counsel (collectively referred to as the "Released Parties") from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, penalties, damages, restitution, injunctive relief, or a remedy of any other type, arising during the Class Period, which are based on, arise out of, could have been made based on the allegations in the First Amended Complaint, including but not limited to, claims made pursuant to the California Labor Code or federal law (FSLA) for failure to pay minimum wage or overtime compensation, failure to provide adequate meal periods and/or rest periods, failure to provide accurate wage statements, failure to pay wages in a timely fashion, failure to maintain records for inspection or copying, waiting time penalties, and any similar claims under federal law, and claims made under the California Private Attorney General Act of 2004 ("PAGA") codified in California Labor Code section 2698, et seq., (hereinafter the "Released Claims").

10. Who Are The Class Representatives?

The Court has appointed Robert Scheff as the Class Representative to represent you in the Lawsuit.

11. How Will The Attorneys' Fees For The Class Be Paid?

You do not need to pay any portion of either Class Counsel's or Defendants' attorneys' fees and costs. All payment for Class Counsel's attorneys' fees and costs will be paid consistent with the Settlement Agreement. Class Counsel has actively litigated this case since the initial complaint in the case was filed, and worked on this matter even prior to filing a lawsuit. It is customary for courts to award to class counsel attorneys' fees to compensate counsel for their work, risk and expenses and in recognition of the benefit to a class. In this case, Class Counsel will request an award of fees in an amount not to exceed 35% of the Class Settlement Payment and costs in an amount not to exceed \$15,000 for their work in prosecuting the Lawsuit. If the Court approves the Settlement, those fees and costs will be paid consistent with the Settlement Agreement.

12. When and Where is the Final Approval Hearing?

The Final Approval Hearing has been scheduled for [redacted] at [redacted] am/pm. before the Honorable Stephen Goorvitch in Department 39 of the Los Angeles County Superior Court located at 111 North Hill Street, Los Angeles, CA, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate to the Class; and (2) whether the proposed Final Approval Order and Judgment should be entered by the Court. The Final Approval Hearing date and time may change without further notice given to you. Please contact Class Counsel or The Hartford Gold Group's counsel at the address and telephone in Section 14 of this Notice to find out if there has been a change to the date and time of the Final Approval Hearing. You may also check the court's docket at <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> by entering the case number 20STCV47565.

You Are Not Required To Attend The Final Approval Hearing.

You are welcome to attend the Final Fairness and Approval Hearing, at your own expense. You may hire your own attorney at your own expense to speak at the Final Approval Hearing, or you may speak at the Final Approval Hearing on your own behalf.

13. How Do I Exclude Myself From the Settlement?

If you wish to exclude yourself from the class action portion of the Settlement, you may complete and sign the enclosed "Opt-Out Form," and mail it to the Claims Administrator at the address listed below:

c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

To exclude yourself from the settlement, you must mail the completed Opt-Out Form to the Claims Administrator by [REDACTED]. Note that you cannot exclude yourself from the PAGA portion of the settlement, as this is automatically binding on all aggrieved employees if it is approved by the Court.

14. Where Can I Get Additional Information?

This Notice provides only a summary of the matters relating to the proposed settlement. For further information, you may contact the:

Defendant's counsel as follows:

David J. Fishman, Esq.
BALLARD ROSENBERG GOLPER &
SAVITT LLP
dfishman@brgslaw.com
15760 Ventura Blvd., 18th Floor
Encino, CA 91436
Telephone: (818) 508-3707

Class Counsel as follows:

Glenn A. Danas, Esq.
CLARSON LAW FIRM, PC
gdanas@clarksonlawfirm.com
22525 Pacific Coast Highway
Malibu, CA 90265
Telephone: (213) 788-4050
Facsimile: (213) 788-4070

Kevin I. Shenkman, Esq.
kishenkman@shenkmanhughes.com
Mary Ruth Hughes, Esq.
mrhughes@shenkmanhughes.com
Andrea A. Alarcon, Esq.
aalarcon@shenkmanhughes.com
SHENKMAN & HUGHES PC
28905 Wight Road
Malibu, California 90265
Telephone: (310) 457-0970

PLEASE DO NOT CALL OR CONTACT THE COURT WITH QUESTIONS ABOUT THE PROPOSED SETTLEMENT OR THE SETTLEMENT PROCESS.

Exhibit C to Exhibit 1

*Proposed Request for Exclusion from the Proposed
Class Action Settlement*

**DECLARATION OF GLENN A. DANAS IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

ROBERT SCHEFF, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

v.

THE HARTFORD GOLD GROUP, LLC, a
California limited liability corporation; and
DOES 1 through 25, inclusive,

Defendants

Case No. 20STCV47565

**REQUEST FOR EXCLUSION FROM
CLASS ACTION SETTLEMENT**

[Assigned to Hon. Stephen Goorvitch Dept. 39]

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IF YOU DO NOT WANT TO BE INCLUDED IN THE CLASS ACTION SETTLEMENT, AND YOU ARE A MEMBER OF THE SETTLEMENT CLASS: COMPLETE THIS FORM IN ITS ENTIRETY, SIGN THE FORM UNDER PENALTY OF PERJURY, AND RETURN IT VIA FIRST CLASS MAIL TO THE ADDRESS BELOW NOT LATER THAN 45 DAYS AFTER THE NOTICE OF SETTLEMENT AND THIS FORM WAS MAILED.

Tustin, CA 92781

I worked for The Hartford Gold Group in the State of California at some time during the period from December 11, 2016 until [the date of preliminary court approval].

I wish to be excluded from the Settlement Class described in the Class Notice and I do not want to participate in the proposed settlement described therein.

I declare under penalty of perjury that the foregoing and the information provided below is true and correct.

Executed on _____, at _____ (city and state).

I declare under penalty of perjury that the foregoing and the information provided below is true and correct.

(City, State, Zip Code)

CLARKSON LAW FIRM, P.C.

Glenn A. Danas (SBN 270317)
gdanas@clarksonlawfirm.com
22525 Pacific Coast Highway
Malibu, CA 90265
(213) 788-4050 (Main)
(213) 786-1071 (Direct)

SHENKMAN & HUGHES PC

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Andrea A. Alarcon, Esq. (SBN 319536)
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28905 Wight Road
Malibu, California 90265
Telephone: (310) 457-0970

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROBERT SCHEFF, individually, and on
behalf of others similarly situated and other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

v.

THE HARTFORD GOLD GROUP, LLC, a
California limited liability corporation; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 20STCV47565

**DECLARATION OF ROBERT SCHEFF IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: November 15, 2022

Time: 8:30 a.m.

Dept.: 39

[Assigned for all purposes to the Honorable
Stephen Goorvitch]

E-Reservation ID: 288261930654

1 I, Robert Scheff, declare as follows:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in
4 support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

5 2. I worked for The Hartford Gold Group, LLC ("Defendant") in California as an
6 hourly, non-exempt employee from approximately August 21, 2019 to September 25, 2020. I was
7 subject to Defendant's common policies and practices regarding timekeeping, on-call shifts, meal
8 and rest periods, reimbursing expenses, calculating and paying wages, and I received similar wage
9 statements.

10 3. I have actively participated in the litigation of this case. I have given a detailed
11 account of all of the facts related to my employment and provided contact information to my
12 attorneys for potential witnesses. I also provided extensive documentation in support of the claims
13 brought against Defendant including paystubs and other documents related to my work with
14 Defendant and to the claims brought in this action. I spoke with and assisted my attorneys in
15 understanding the documents and providing context for Defendant's policies and practices and
16 payroll processes as it applied to me and how I believed it applied to other employees of
17 Defendant. I participated in every step of settlement discussions.

18 4. My attorneys explained to me the risks and benefits of bringing claims as class
19 claims. I understand that I took on the risk, both professionally and financially, in pursuing these
20 claims as class action claims in addition to pursuing my individual claims. I understood that
21 pursuing these claims as claims on behalf of the class meant that it would take substantially longer
22 than pursuing a claim with the California Labor Commissioner and that I risked getting nothing
23 in the end, but I believed it was important to make sure that Defendant followed the law for
24 everyone.

25 5. I maintained communication with my attorneys throughout the litigation,
26 discussing the facts and policies at issue in the case. I asked questions when I needed clarification
27 about various aspects of this case to make sure there were continually steps taken to advance the
28

1 interest of the class. I also understood that the recovery in this case was for the benefit of my
2 fellow coworkers, not just for me. When my attorneys contacted me asking about more
3 information or documents related to the case, I made myself available and tried to give or obtain
4 any additional information I could. I also provided additional facts and information to assist in
5 the negotiations, carefully considering the points made by the other side to determine if the end
6 result was fair to all.

7 6. I have reviewed the Joint Stipulation Regarding Class Action and PAGA
8 Settlement and Release, discussed the terms and allocations with my attorneys, and asked my
9 attorneys any questions I had. I believe the settlement terms are fair to the class members and the
10 other aggrieved employees.

11 7. As a class representative, I took on the risk of having to pay Defendant's costs if
12 we were unsuccessful in bringing our claims.

13 8. I understand that any class representative enhancement award I may receive is for
14 my participation as a class representative and is not contingent on my support or approval of the
15 settlement.

16 I declare under penalty of perjury that this declaration is true and correct. Executed at
17 Los Angeles, California, this 21st day of October, 2022.

18
19 Robert Scheff

20 Robert Scheff
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CLARKSON LAW FIRM, P.C.

Glenn A. Danas (SBN 270317)
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Andrea A. Alarcon (SBN 319536)
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28905 Wight Road
Malibu, CA 90265
Tel: (310) 457-0970

Attorneys for Plaintiff

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ROBERT SCHEFF, individually, and on
behalf of all other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

THE HARTFORD GOLD GROUP, LLC, a
California limited liability corporation; and
DOES 1 through 25, inclusive,

Defendant.

Case No. 20STCV47565

PROOF OF SERVICE

Date: November 15, 2022
Time: 8:30 am.
Dept.: 39

Honorable Stephen I. Goorvitch

1 **PROOF OF SERVICE**

2 SUPERIOR COURT OF CALIFORNIA

3 COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles. I am over the age of eighteen years and not a party
5 to the within entitled action. My business address is 22525 Pacific Coast Highway, Malibu, CA 90265.

6 On **October 21, 2022** (date of service), I served a copy of the following document(s) on the
interested party(ies) and/or person(s) identified on the Service List in the manner set forth below.

7 **Documents Served**

- 8 • **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY**
9 **APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- 10 • **PLAINTIFF'S MEMORANDUM OF POINT AND AUTHORITIES IN SUPPORT**
11 **OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS**
12 **ACTION AND PAGA SETTLEMENT**
- 13 • **DECLARATION OF GLENN A. DANAS IN SUPPORT OF MOTION FOR**
14 **PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- 15 • **DECLARATION OF ROBERT SCHEFF IN SUPPORT OF MOTION FOR**
16 **PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- 17 • **PROOF OF SERVICE**

18 **Method of Service**

19 **[X] BY ELECTRONIC MEANS:** I caused to be transmitted a true and correct copy of the
20 foregoing document(s) via electronic mail to the interested party(ies)/person(s) as set forth on
21 the attached Service List pursuant to law, local rules, court order, and/or agreement amongst said
22 party(ies)/person(s) to accept service thereby.

23 I declare under penalty of perjury under the laws of the State of California that the above is true
24 and correct

25 Executed on **October 21, 2022**

26 *Vanessa Vargas*
27 Vanessa Vargas
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SERVICE LIST

SHENKMAN & HUGHES PC Kevin I. Shenkman (SBN 223315) kishenkman@shenkmanhughes.com Mary Ruth Hughes (SBN 222662) mrhughes@shenkmanhughes.com Andrea A. Alarcon (SBN 319536) aalarcon@shenkmanhughes.com 28905 Wight Road Malibu, CA 90265 Tel: (310) 457-0970 Attorneys for Plaintiff	BALLARD ROSENBERG GOLPER & SAVITT LLP David J. Fishman (SBN 217608) dfishman@brgslaw.com 15760 Ventura Blvd., 18 th Floor Encino, CA 91436 Tel: (818) 508-3707 Attorneys for Defendant
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