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Attorneys for Plaintiff and the Putative Classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

JOSHUA MAGNOTTI on behalf of himself
and all others similarly situated,

Plaintiff,

v.

THE HIGHEST CRAFT, LLC., a California
Limited Liability Company; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: CVRI2105547

Assigned to the Hon. Harold W. Hopp

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT
THEREON**

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Amended Class Action and PAGA Settlement Agreement (“Settlement
3 Agreement”) came for a hearing on October 5, 2023, in Department 1 of the above-entitled
4 court. The Settlement Agreement is titled “Joint Stipulation Re: Class Action and
5 Representative Action Settlement” and was included as Exhibit “A” to the Declaration of
6 Mehrdad Bokhour in Support of Plaintiff’s Motion for Final Approval of Class Action
7 Settlement filed on July 13, 2023, which is available at the Court’s website at: [https://epublic-
8 access.riverside.courts.ca.gov/public-portal/?q=paidRecords/document/case/CVRI2105547](https://epublic-access.riverside.courts.ca.gov/public-portal/?q=paidRecords/document/case/CVRI2105547). A
9 copy of the Settlement Agreement is also on file with the Court and available to Class Members
10 who request it by contacting the Settlement Administrator, ILYM Group, Inc. (P.O. Box 2031,
11 Tustin, CA 92781, Telephone: (888) 250-681. The Final Approval Motion was unopposed by
12 Defendants The Highest Craft, LLC, Community Development LLC, Hyper Technologies, Inc.,
13 Jacob Telo, Nick Wolin, and Hyper Inc. (“Defendant”).

14 Having considered the Final Approval Motion, the Settlement Agreement, the
15 Declarations, and all other materials properly before the Court and having conducted an inquiry
16 pursuant to California Rules of Court, rule 3.769(g), the Court finds that all parties entered the
17 Settlement Agreement in good faith, and the Settlement Agreement is approved. Due and
18 adequate notice having been given to the Class, and the Court having considered the Settlement
19 Agreement, all papers filed, and proceedings had herein and all oral and written comments
20 received regarding the proposed settlement, and having reviewed the record in this Action, and
21 good cause appearing,

22 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

23 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
24 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

25 2. The Court has jurisdiction over the subject matter of this Action, the Class
26 Representative, the Class Members, the PAGA Employees, and Defendant.

27 3. The Court finds that the distribution of the Class Notice, as provided for in the
28 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable

1 under the circumstances to all Class Members and fully met the requirements of California law
2 and due process under the California and United States Constitution. Based on evidence and
3 other material submitted, the actual notice to the class was adequate.

4 4. The Court finds that the instant Action presented a good faith dispute of the
5 claims alleged, and the Court finds in favor of settlement approval. Specifically, the claims on
6 behalf of the Class Members, which Defendants disputed, included (a) all claims for failure to
7 pay minimum wages; (b) all claims for failure to pay over wages; (c) all claims for failure to
8 pay overtime wages; (d) all claims for failure to provide compliant meal periods or
9 compensation in lieu thereof; (e) all claims for failure to provide rest periods or compensation in
10 lieu thereof; (f) failure to timely pay all wages due upon termination or resignation; (g) all
11 claims for non-compliant wage statements; (h) failure to reimburse business expenses; and (i)
12 all claims asserted through California Business & Professions Code § 17200 et seq. arising out
13 of the Labor Code violations referenced in the Operative Complaint; and (j) all claims for
14 injunctive relief, liquidated damages, penalties of nature, interest, fees, including fees under
15 California Code of Civil Procedure section 1021.5, and costs (the “Class Released Claims”).

16 5. One Class Member objected to the Settlement which the Court considered and
17 overruled. Additionally, eight Class Members requested exclusion from the Settlement. The
18 remaining Participating Class Members are entitled to payment pursuant to the Settlement and
19 this Judgment.

20 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
21 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
22 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
23 Settlement Agreement.

24 7. The Settling Parties are to bear their own fees and costs, except as otherwise
25 provided in the Settlement Agreement.

26 8. For purposes of effectuating this Order and Judgment, this Court has certified the
27 following class: “All current and former non-exempt employees employed by Defendants at any
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1 time during the period of December 12, 2017, through April 17, 2023.” The Court deems this
2 definition sufficient for purposes of California Rules of Court, rule 3.765(a).

3 9. With respect to the Settlement Class and for purposes of approving this
4 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
5 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
6 fact common to the Class Members, and there is a well-defined community of interest among
7 the Class Members with respect to the subject matter of the Action; (c) the claims of the Class
8 Representative are typical of the claims of the Class Members; (d) the Class Representative has
9 fairly and adequately protected the interests of the Class Members; (e) class action is superior to
10 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
11 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the
12 Plaintiff in his individual and representative capacity and for the Settlement Class.

13 10. By this Judgment, the Class Representative shall release, relinquish, and
14 discharge, and each of the Participating Class Members shall be deemed to have, and by
15 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
16 discharged all Released Claims against the Released Parties, as defined and specified in the
17 Settlement Agreement.

18 11. By this Judgement, Plaintiff and the State of California (acting through Plaintiff
19 as its deputized representative), and each PAGA Employee, will forever completely release and
20 discharge the Released Parties from the Released PAGA Claims, as defined and specified in the
21 Settlement Agreement.

22 12. Plaintiff may not use this Final Approval Order, the Settlement Agreement, nor
23 any document referred to herein, nor any action taken to carry out the Settlement Agreement as
24 an admission by or against Defendants or any of the other Released Parties of any fault,
25 wrongdoing or liability whatsoever. This Final Approval Order is not a finding of the validity
26 of any claims in the Action or of any wrongdoing by Defendants or any of the other Released
27 Parties.
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1 13 The Court finds that the Settlement Amount of \$400,000 is fair, reasonable, and
2 adequate, and awards the payments set forth below from the Settlement Amount:

3 A) \$133,333.33 to Class Counsel for attorneys' fees in light of the benefit obtained
4 on behalf of the Class, which shall be split equally between Falakassa Law, P.C. and Bokhour
5 Law Group, P.C.;

6 B) \$9,191.70 to Class Counsel for costs/expenses, which shall be awarded to
7 Bokhour Law Group, P.C.;

8 C) \$5,000 to Class Representative Joshua Magnotti as a Service Award;

9 D) \$7,500 to the Settlement Administrator, ILYM Group, Inc.;

10 E) A PAGA Award of \$10,000, consisting of \$7,500 to the LWDA and \$2,500 to
11 PAGA Employees; and

12 F) After deducting the foregoing payments from the Settlement Amount, the
13 remainder shall form the Net Settlement Amount payable to the Participating Class Members as
14 set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

15 14. With the sole exception of employer-side taxes due on individual settlement
16 payments to Participating Class Members (which Defendants will pay in addition to the Gross
17 Settlement Amount), the Gross Settlement Amount is the maximum amount that Defendants
18 will pay for any reason in connection with the Settlement Agreement or this Order.

19 15. The Settlement Administrator is directed to calculate the Participating Class
20 Member's Individual Settlement Payments from the Net Settlement Amount and issue all
21 payments within in accordance with the Settlement Agreement and the timeline set forth below:

22 Within ten (10) business days after entry of 23 Final Approval Order	Defendants shall issue the payment to the Settlement Administrator.
24 Within 7 days after receipt of Payment	Settlement Administrator to issue all Individual Settlement Payments to the Participating Class Members, payment to Class Counsel for the Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, and the payment to the LWDA for PAGA penalties.

180 days after payment is issued	Deadline for Class Members to cash checks.
TBD	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and the status of the process of forwarding unclaimed funds to the State Controller.
August 30, 2024 at 8:30 a.m.	Non-appearance hearing re: status of disbursement, filing of Declaration from Administrator.

15. Concurrently with mailing the settlement checks to the Class Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: “Please be advised that on [insert date], the Superior Court of California for the County of Riverside entered Judgment in the case entitled *Magnotti v. the Highest Craft, LLC*, Case No. CVRI2105547, on behalf of all current and former non-exempt employees employed by Defendants from December 12, 2017, through April 17, 2023, pursuant to an approved settlement of disputed claims.” In addition, the Settlement Administrator shall ensure the envelope transmitting the settlement distribution checks to Class Members bears the notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED,” and mail a reminder postcard to any Class Member whose settlement distribution check has not been negotiated within 60 days after the date of mailing. Furthermore, if (i) any of the Class Members are current employees of Defendant, (ii) the distribution mailed to those employees is returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator shall arrange with Defendants to have those distributions delivered to the employees at their place of employment.

16. The Class Members shall have 180 days from the date of issuance by the Settlement Administrator to negotiate the settlement check. In the event that a Class Member does not negotiate his/her check within this time period, the check will be canceled. The value

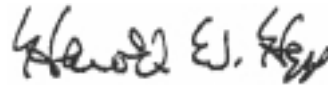
1 of the unclaimed funds in the Settlement Administrator's account due to a failure to timely cash
2 a settlement check shall be issued to the State Controller's Office for the State of California in
3 the name of the Class Member.

4 17. This document shall constitute a Judgment for purposes of California Rule of
5 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
6 Class Representative, the Class Members, and Defendants for the purposes of supervising the
7 implementation, enforcement, construction, administration, and interpretation of the Settlement
8 Agreement and this Judgment.

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10 **IT IS SO ORDERED.**

11 01/02/2024

12 Dated: _____



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14 HON. HAROLD W. HOPP
15 JUDGE OF THE SUPERIOR COURT
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