

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour, Esq. (SBN 285256)
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.

Joshua S. Falakassa, Esq. (SBN 295045)
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff, JOSHUA MAGNOTTI, an individual and on behalf all others
similarly situated and aggrieved,

[Additional Counsel on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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,
Dept. 10]

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: 12-7-21
Trial Date: None Set

1 Nicole Shaffer (SBN 244366)
2 Kien C. Tiet (SBN 192058)
3 JACKSON LEWIS P.C.
3390 University Avenue, Suite 110
4 Riverside, CA 92501
Telephone: (951) 848-7940
5 Facsimile: (951) 848-0009
Email: Nicole.Shaffer@jacksonlewis.com
Kien.Tiet@jacksonlewis.com

6 Attorneys for Defendant
7 THE HIGHEST CRAFT, LLC
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1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 Joshua Magnotti (“Plaintiff”), individually and on behalf of the Settlement Class, as defined
4 below, on the one hand; and defendants The Highest Craft, LLC, Community Development LLC,
5 Hyper Technologies, Inc., Jacob Telo, Nick Wolin, and Hyper Inc. (collectively “Defendants”),
6 on the other hand; in the lawsuit entitled *Magnotti vs. The Highest Craft, LLC*, filed in Riverside
7 County Superior Court, Case No. CVRI2105547 (the “Action”). Plaintiff and Defendants shall
8 be, at times, collectively referred to as the “Parties” and individually as a “Party”. This
9 Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle
10 the claims as set forth herein, based upon and subject to the terms and conditions of this
11 Agreement.

12 **1. DEFINITIONS**

13 **A. “Action”** means *Magnotti vs. The Highest Craft, LLC, et al.*, filed in Riverside
14 County Superior Court, Case No. CVRI2105547.

15 **B. “Aggrieved Employees”** means all other current and former as a non-exempt,
16 hourly-paid employee and/or independent contractors employed by Defendants The Highest
17 Craft, LLC, Community Development LLC, Hyper Technologies, Inc., Jacob Telo, Nick Wolin,
18 and Hyper Inc. in California during the PAGA Period.

19 **C. “Class Counsel”** means: Mehrdad Bokhour of Bokhour Law Group, P.C. and
20 Joshua S. Falakassa of Falakassa Law, P.C. The term “Class Counsel” shall be used
21 synonymously with the term “Plaintiff’s Counsel.”

22 **D. “Class Period”** means the period from December 12, 2017 through April 17, 2023
23 or the date preliminary approval is granted, whichever occurs first.

24 **E. “Court”** means the Superior Court of the State of California for the County of
25 Riverside.

26 **F. “Class Notice”** means and refers to the notice sent to Class Members after
27 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
28 Agreement.

1 **G. “Defendants”** shall refer collectively to defendants The Highest Craft, LLC,
2 Community Development LLC, Hyper Technologies, Inc., Jacob Telo, Nick Wolin, and Hyper
3 Inc.

4 **H. “Employer Taxes”** means employer-funded taxes and contributions imposed on
5 the wage portions of the Individual Settlement Payments under the Federal Insurance
6 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
7 and contributions required of employers, such as for unemployment insurance.

8 **I. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
9 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
10 objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals
11 have been filed, the date on which they have been resolved or exhausted.

12 **J. “General Release”** means the general release of claims by Plaintiff, which is in
13 addition to his limited release of claims as a Participating Class Member and Aggrieved
14 Employee, neither of which include and both of which expressly exclude any release for any and
15 all claims that may be brought, have been brought, or could have been brought by Plaintiff for
16 wrongful termination, discrimination, retaliation, harassment, failure to prevent harassment or
17 discrimination or under the Fair Employment and Housing Act, California Family Rights Act
18 and/or any other applicable state or federal laws or any and all claims that may be brought, have
19 been brought, or could have been brought by Plaintiff for wrongful termination,

20 **K. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Four
21 Hundred Thousand Dollars and Zero Cents (\$400,000.00),¹ which shall be paid by Defendants,
22 and from which all payments for the Individual Settlement Payments to Participating Class
23 Members, Individual PAGA Payments to Aggrieved Employees and the Court-approved
24 amounts for attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel,
25 Settlement Administration Costs, a Service Award to Plaintiff, and the LWDA Payment for
26 resolution of Plaintiff’s cause of action for civil penalties under the Labor Code Private
27 Attorneys’ General Act, codified at Labor Code Section 2698, *et seq.* (“PAGA”), interest and
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¹ As the same may be increased in accordance with Paragraph 17.

certain taxes shall be paid. It expressly excludes Employer Taxes, which shall be paid by Defendants separate and apart from the Gross Settlement Amount.

L. “Individual PAGA Payment” means a payment to an Aggrieved Employee of his or her share of the PAGA Payment.

M. “Individual Settlement Payment” means a payment to a Participating Class Member of his or her net share of the Net Settlement Amount, excluding any PAGA Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

N. “Individual Settlement Share” means the gross amount of the Net Settlement Amount that a Participating Class Member is projected to receive based on the number of Workweeks that he or she worked as a Settlement Class Member during the Class Period if he or she does not submit a timely and valid Request for Exclusion, excluding any PAGA Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

O. “LWDA Payment” means the payment to the LWDA for its seventy-five percent (75%) share of the total amount allocated toward penalties under the PAGA, which is to be paid from the Gross Settlement Amount. The Parties have agreed that Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be allocated toward PAGA penalties (“PAGA Payment”), of which Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) will remain a part of the Net Settlement Amount for payment to Aggrieved Employees on a *pro rata* basis, based on the pay periods worked for Defendants as a non-exempt, hourly-paid employee in California during the PAGA Period.

P. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Participating Class Members after deductions for the Court-approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, and the LWDA Payment. It excludes the PAGA Payment.

Q. “Operative Complaint or “Complaint” means the Second Amended Complaint that will be filed with the Court concurrently with the execution of this Joint Stipulation, in

1 *Magnotti v. The Highest Craft, LLC, et al.*, filed in the Riverside County Superior Court, Case
2 No. CVRI2105547.

3 **R. “PAGA Payment”** is the \$2,500.00 payment payable to Aggrieved Employees
4 in addition to their Individual Settlement Share if they do not opt out of the Settlement.

5 **S. “PAGA Period”** means the period from February 4, 2020 through May 19, 2023
6 or the date preliminary approval is granted, whichever occurs first.

7 **T. “Participating Class Members”** means all Settlement Class Members who do
8 not submit a timely and valid Request for Exclusion.

9 **U. “Participating Individual Settlement Share”** means the gross amount of the Net
10 Settlement Amount that a Participating Class Member is eligible to receive based on the number
11 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
12 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
13 may be entitled if he or she is also an Aggrieved Employee.

14 **V. “Parties”** shall refer to Plaintiff and Defendants collectively.

15 **W. “Plaintiff”** shall refer to Plaintiff Joshua Magnotti.

16 **X. “Preliminary Approval Date”** means the date on which the Court enters an
17 Order granting preliminary approval of the Settlement.

18 **Y. “Released Parties”** shall mean defendants The Highest Craft, LLC, Community
19 Development LLC, Hyper Technologies, Inc., Jacob Telo, Nick Wolin, and Hyper Inc., as well
20 as each of their officers, directors, employees and agents.

21 **Z. “Response Deadline”** means the deadline for Settlement Class Members to mail
22 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,
23 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
24 and Spanish by the Settlement Administrator, unless a Class Members’ notice is re-mailed. In
25 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
26 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
27 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
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1 shall be the exclusive means for determining whether a Request for Exclusion, Objection, or
2 Workweek Dispute was submitted by the Response Deadline.

3 **AA. “Request for Exclusion”** means a written request to be excluded from the
4 Settlement Class pursuant to Section 9.C below.

5 **BB. “Service Award”** means monetary amount to be paid to Plaintiff of up to Five
6 Thousand Dollars and Zero Cents (\$5,000.00) which, subject to Court approval, will be paid out
7 of the Gross Settlement Amount.

8 **CC. “Settlement Administration Costs”** means all costs incurred by the Settlement
9 Administrator in administration of the Settlement, including, but not limited to, translating the
10 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
11 and Spanish, calculating Individual Settlement Shares and Individual Settlement Payments and
12 associated taxes and withholdings, providing declarations, generating Individual Settlement
13 Payment checks and related tax reporting forms, doing administrative work related to unclaimed
14 checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys’
15 fees and reimbursement of litigation costs and expenses, to Plaintiff for his Service Award, and
16 to the LWDA from the LWDA Payment, providing weekly reports of opt-outs, objections and
17 related information, and any other actions of the Settlement Administrator as set forth in this
18 Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs
19 are estimated not to exceed \$7,500.

20 **DD. “Settlement Administrator”** means the ILYM Group, Inc. who will be
21 responsible for the administration of the Settlement including, without limitation, translating the
22 Class Notice in Spanish, the distribution of the Individual Settlement Payments to be made by
23 Defendants from the Gross Settlement Amount and related matters under this Agreement.

24 **EE. “Settlement Class”, “Settlement Class Members” or “Class Members”** means
25 all current and former non-exempt, hourly-paid employees who worked in California for
26 Defendants at any time during the Class Period.

27 **FF. “Workweek”** means the number of weeks that a Settlement Class Member was
28 employed by Defendants in a non-exempt, hourly-paid position during the Class Period in

California, based on hire dates, re-hire dates (as applicable) and termination dates (as applicable), in a non-exempt, hourly position during the Class Period.

2. BACKGROUND

A. On December 6, 2021, Plaintiff filed with the Labor and Workforce Development Agency (“LWDA”) and served on Defendant, The Highest Craft, LLC, a notice under Labor Code section 2699.3 (the “PAGA Notice”) stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees. The PAGA Notice includes violations of law pled in the Class Action, in addition to a request for penalties for failure to comply with Labor Code sections 204, 246, 432, 1174, 1198.5, and 2810.5.

B. On December 7, 2021, Plaintiff filed a putative wage-and-hour Class Action Complaint in the Superior Court of California for the County of Riverside, Case Number CVRI2105547 (the “Action”). Plaintiff alleged that during the Class Period, with respect to Plaintiff and the Settlement Class Members’, Defendant, *inter alia*, failed to all minimum wages; failed to pay overtime wages; failed to provide compliant meal and rest periods or compensation in lieu thereof; failed to reimburse necessary business expenses; wage statement violations; waiting time penalties; and engaged in unfair competition based on the alleged Labor Code violations, which was later amended to include Plaintiff’s representative allegations and claims for civil penalties under PAGA.

C. After engaging in discovery and the Belaire-West opt-out process, the Parties agreed to exchange informal discovery and attend mediation. Prior to mediation, Class Counsel was provided with, among other things: (1) the number of current and former hourly-paid, non-exempt employees of Defendants working in California during the Class Period; (2) hire dates, separation dates (as applicable), and final rates of pay for the two hundred eighty-seven (287) Class Members working for Defendant The Highest Craft, LLC and twenty-eight (28) Class Members working for Defendant Hyper Inc. during the Class Period along with their job titles; (3) a sampling of time and payroll records for Class Members; (4) all relevant wage and hour policies in effect during the Class Period; (5) exemplars of all purported arbitration agreements and meal waivers; and (6) Plaintiff’s personnel file.

1 **D.** On September 20, 2022, the Parties participated in a mediation before Daniel
2 Turner, Esq., a well-regarded mediator experienced in mediating wage and hour class actions.
3 With the aid of the mediator’s evaluation, the Parties reached the Settlement to resolve the Action
4 shortly after mediation.

5 **E.** Class Counsel has conducted significant investigation of the law and facts relating
6 to the claims asserted in the Action and the PAGA Notice, and have concluded that that the
7 Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement
8 Class, taking into account the sharply contested issues involved, the expense and time necessary
9 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the
10 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
11 learned through informal discovery regarding Plaintiff’s allegations, Defendant’s financial state,
12 and the substantial benefits to be received by the Settlement Class Members.

13 **F.** Defendants have concluded that, because of the substantial expense of defending
14 against the Action, the length of time necessary to resolve the issues presented herein, and the
15 inconvenience involved, and the concomitant disruption to its business operations, it is in
16 Defendant’s best interest to accept the terms of this Agreement. Defendants deny each of the
17 allegations and claims asserted against it in the Action. However, Defendants nevertheless
18 desires to settle the Action for the purpose of avoiding the burden, expense and uncertainty of
19 continuing litigation and for the purpose of putting to rest the controversies engendered by the
20 Action.

21 **G.** This Agreement is intended to and does effectuate the full, final, and complete
22 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
23 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
24 and Aggrieved Employees.

25 **3. JURISDICTION**

26 The Court has jurisdiction over the Parties and the subject matter of the Action. The
27 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
28 applicable statutes. After the Court has granted Final Approval of the Settlement and entered

1 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
2 pursuant to California Rule of Court, rule 3.769, subdivision (h).

3 **4. STIPULATION TO FILE SECOND AMENDED COMPLAINT**

4 The Parties stipulate that counsel for Plaintiff shall prepare and file a Second Amended
5 Complaint that names the following related entities and individuals as Defendants in *Magnetti*
6 *vs. The Highest Craft, LLC* (Case No. CVR12105547) currently pending in Riverside Superior
7 Court: Community Development LLC, Hyper Technologies, Inc., Jacob Telo, Nick Wolin, and
8 Hyper Inc.

9 **5. STIPULATION OF CLASS CERTIFICATION**

10 The Parties stipulate to the certification of the Settlement Class under this Agreement for
11 purposes of settlement only.

12 **6. MOTIONS FOR APPROVAL OF SETTLEMENT**

13 After full execution of this Agreement, Plaintiff will move for an order granting
14 preliminary approval of the Settlement, approving and directing the mailing of the proposed
15 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A”**, conditionally
16 certifying the Settlement Class for settlement purposes only, and approving the deadlines
17 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes, and
18 Objections. If and when the Court preliminarily approves the Settlement, and after
19 administration of the Class Notice in a manner consistent with the Court’s Preliminary Approval
20 Order, Plaintiff will move for an order finally approving the Settlement and seek entry of a
21 Judgment in line with this Settlement.

22 **7. STATEMENT OF NO ADMISSION**

23 Defendants deny any wrongdoing of any sort and further denies any liability to Plaintiff,
24 the Settlement Class and Aggrieved Employees with respect to any claims or allegations asserted
25 in the Action. This Agreement shall not be deemed an admission by Defendants of any claims or
26 allegations asserted in the Action. Except as set forth elsewhere herein, in the event that this
27 Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails
28 to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way

any claims, rights or remedies, or defenses in the Action, and Defendants will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Action. The Parties shall be restored to their respective positions in the Action prior to the entry of this Settlement.

8. RELEASE OF CLAIMS

A. Release by All Participating Class Members.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members release the Released Parties of all claims against the Released Parties asserted in the Operative Complaint, or any and all claims that may be asserted against the Released Parties based on the factual allegations in the Operative Complaint, as follows: For Participating Class Members, the release includes, for the duration of the Class Period: (a) all claims for failure to pay minimum wages; (b) all claims for failure to pay over wages; (c) all claims for failure to pay overtime wages; (d) all claims for failure to provide compliant meal periods or compensation in lieu thereof; (e) all claims for failure to provide rest periods or compensation in lieu thereof; (f) failure to timely pay all wages due upon termination or resignation; (g) all claims for non-compliant wage statements; (h) failure to reimburse business expenses; and (i) all claims asserted through California Business & Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint; and (j) all claims for injunctive relief, liquidated damages, penalties of an nature, interest, fees, including fees under California Code of Civil Procedure section 1021.5, and costs (the "Class Released Claims").

B. Release by All Aggrieved Employees

For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all claims asserted in the PAGA Notice submitted to the LWDA and alleged in the Operative Complaint (the "PAGA Released Claims"). The Class Released Claims and PAGA Released Claims shall be referred to herein as the "Released Claims".

1 **C. Claims Not Released**

2 The releases above as well as the General Release below expressly exclude all other
3 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
4 disability, social security, workers' compensation, and any other claims outside of the Class
5 Released Claims of Participating Class Members, including Plaintiff, arising during the Class
6 Period and the PAGA Released Claims of Aggrieved Employees including Plaintiff (and, to the
7 extent permitted by law, the State of California) arising outside of the PAGA Period.

8 **D. General Release.**

9 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
10 of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross
11 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in addition to
12 the Released Claims, Plaintiff makes the additional following General Release: Plaintiff releases
13 the Released Parties from all claims, demands, rights, liabilities and causes of action of every
14 nature and description whatsoever, known or unknown, asserted or that might have been asserted,
15 whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation
16 arising out of, relating to, or in connection with any act or omission of the Released Parties
17 through the date of full execution of this Agreement in connection with his employment or the
18 termination thereof. With respect to the General Release, Plaintiff stipulates and agrees that,
19 through the Final Approval Date, Plaintiff shall be deemed to have, and by operation of the Final
20 Judgment and payment to the Settlement Administrator shall have, expressly waived and
21 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section
22 1542 of the California Civil Code, or any other similar provision under federal or state law, which
23 provides:

24 A general release does not extend to claims that the creditor or
25 releasing party does not know or suspect to exist in his or her favor
26 at the time of executing the release and that, if known by him or
27 her, would have materially affected his or her settlement with the
28 debtor or released party.

 Plaintiff's Limited Release of Claims as a Participating Class Member and Aggrieved
Employee as well as Plaintiff's General Release and Civil Code section 1542 waiver do not

1 include and expressly exclude any release or waiver for any and all claims that may be brought,
2 have been brought, or could have been brought by Plaintiff for wrongful termination,
3 discrimination, retaliation, harassment, failure to prevent harassment or discrimination or under
4 the Fair Employment and Housing Act, California Family Rights Act and/or any other applicable
5 state or federal laws.

6 **9. SETTLEMENT ADMINISTRATOR**

7 Plaintiff and Defendants, through their respective counsel, have selected ILYM Group,
8 Inc. to administer the Settlement, which includes but is not limited to translating the Class Notice
9 to Spanish, distributing and responding to inquiries about the Class Notice and calculating all
10 amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement
11 Administrator, currently estimated not to exceed \$7,500 will be paid from the Gross Settlement
12 Amount.

13 **10. NOTICE, WEEKLY PAY PERIOD DISPUTE, OBJECTION, AND EXCLUSION**
14 **PROCESS**

15 **A. Notice to the Settlement Class Members.**

16 (1) Within fourteen (14) calendar days after the Preliminary Approval Date,
17 Defendants' Counsel shall provide the Settlement Administrator with information with respect
18 to each Settlement Class Member, including his or her: (1) full name and last known address
19 currently in Defendant's possession, custody, or control; (2) Social Security Number in
20 Defendant's possession, custody, or control; and (3) the hire dates, re-hire dates (if applicable)
21 and termination dates (if applicable) for each Settlement Class Member ("Class List"). The
22 Settlement Administrator shall perform an address search using the United States Postal Service
23 National Change of Address ("NCOA") database and update the addresses contained on the Class
24 List with the newly found addresses, if any. Within seven (7) calendar days of receiving the Class
25 List from Defendant, the Settlement Administrator shall mail the Class Notice in English and
26 Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current
27 mailing address information available. The Settlement Administrator shall maintain a list with
28 names and all addresses to which notice was given, and digital copies of all the Settlement

1 Administrator's records evidencing the giving of notice to any Settlement Class Member, for at
2 least four (4) years from the Final Approval Date. Such information shall be available to Class
3 Counsel and Defendant's Counsel upon request.

4 (2) The Class Notice will set forth:

- 5 (a) the Settlement Class Member's estimated Individual Settlement
6 Payment and Individual PAGA Payment, and the basis for each;
- 7 (b) the information required by California Rule of Court, rule 3.766,
8 subdivision (d);
- 9 (c) the material terms of the Settlement, including the Service Award
10 to Plaintiff, the Attorneys' Fees and Cost Award to be paid to Class
11 Counsel, and the LWDA Payment, as specified in this Agreement;
- 12 (d) the proposed Settlement Administration Costs;
- 13 (e) the definitions of the Settlement Class and Aggrieved Employees;
- 14 (f) a statement that the Court has preliminarily approved the
15 Settlement;
- 16 (g) how the Settlement Class Member or Aggrieved Employee may
17 obtain additional information, including contact information for
18 Class Counsel;
- 19 (h) information regarding opt-out and objection procedures to the
20 class settlement;
- 21 (i) the date and location of the Final Approval Hearing; and
- 22 (j) that the Settlement Class Member must notify the Settlement
23 Administrator no later than the Response Deadline if the
24 Settlement Class Member disputes the accuracy of the number of
25 Workweeks or pay periods as set forth on his or her Class Notice
26 ("Workweek Dispute"). If a Settlement Class Member fails to
27 timely dispute the number of Workweeks or pay periods attributed
28 to him or her in conformity with the instructions in the Class

1 Notice, then he or she shall be deemed to have waived any
2 objection to its accuracy and any claim to any additional settlement
3 payment based on different data.

4 (3) If a Class Notice from the initial notice mailing is returned as
5 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
6 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
7 calendar days of receipt of the returned Class Notice, by undertaking skip tracing. If the
8 Settlement Administrator is successful in obtaining a new address, it will promptly re-mail the
9 Class Notice to the Settlement Class Member. Further, any Class Notices that are returned to the
10 Settlement Administrator with a forwarding address before the Response Deadline shall be
11 promptly re-mailed to the forwarding address affixed thereto.

12 (4) No later than seven (7) calendar days from the Response Deadline, the
13 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
14 completion of the notice process, including the number of attempts to obtain valid mailing
15 addresses for and re-sending of any returned Class Notices, as well as the number of, and copies
16 of all Requests for Exclusion and objections/comments received by the Settlement Administrator.

17 **B. Objections.**

18 Only Participating Class Members may object or comment regarding the Settlement. In
19 order for any Settlement Class Member to object to this Settlement in writing, or any term of it,
20 he or she must do so by mailing a written objection to the Settlement Administrator at the address
21 or phone number provided on the Class Notice no later than the Response Deadline. The
22 Settlement Administrator shall email a copy of the objection forthwith to Class Counsel and
23 Defendant's counsel. The objection should set forth in writing: (1) the Objector's name; (2) the
24 Objector's address; (3) the last four digits of the Objector's Social Security Number; (4) the
25 Objector's signature; (5) a statement of whether the Objector plans to appear at the Final
26 Approval Hearing; and (6) the reason(s) for the Objection, along with whatever legal authority,
27 if any, the Objector asserts in support of the Objection. If a Settlement Class Member objects to
28 the Settlement, the Settlement Class Member will remain a member of the Settlement Class and

1 if the Court approves this Agreement, the Settlement Class Member will be bound by the terms
2 of the Settlement in the same way and to the same extent as a Settlement Class Member who
3 does not object. The date of mailing of the Class Notice to the objecting Settlement Class
4 Member shall be conclusively determined according to the records of the Settlement
5 Administrator. Settlement Class Members need not object in writing to be heard at the Final
6 Approval Hearing; they may object or comment in person at the hearing at their own expense.
7 Class Counsel and Defendant's Counsel may respond to any objection lodged with the Court up
8 to five (5) court days before the Final Approval Hearing.

9 **C. Requesting Exclusion.**

10 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
11 Settlement by mailing a written request to be excluded from the Settlement ("Request for
12 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
13 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the Class
14 Member's Social Security Number; (3) the Class Member's signature; and (4) the following
15 statement or something to its effect: "Please exclude me from the Settlement Class in the *Joshua*
16 *Magnotti v. The Highest Craft, LLC, et al.* matter" or any statement of similar meaning standing
17 for the proposition that the Class Member does not wish to participate in the Settlement. The
18 Settlement Administrator shall immediately provide copies of all Requests for Exclusion to Class
19 Counsel and Defendant's Counsel and shall report the number of Requests for Exclusions that it
20 receives, to the Court, in its declaration to be provided in advance of the Final Approval Hearing.
21 Any Settlement Class Member who requests exclusion using this procedure will not be entitled
22 to receive any payment from the Settlement and will not be bound by the Settlement Agreement
23 or have any right to object to, appeal, or comment on the Settlement. Any Settlement Class
24 Member who does not opt out of the Settlement by submitting a timely and valid Request for
25 Exclusion will be bound by all terms of the Settlement, including those pertaining to the Released
26 Claims, as well as any Judgment that may be entered by the Court if Final Approval of the
27 Settlement is granted. A Settlement Class Member cannot submit both a Request for Exclusion
28 and an objection. If a Settlement Class Member submits an objection and a Request for

1 Exclusion, the Request for Exclusion will control and the Objection will be void. Settlement
2 Class Members who worked during the PAGA Period that submit a valid Request for Exclusion
3 will still be deemed Aggrieved Employees, will still receive their Individual PAGA Payment,
4 and will be bound by the release encompassed in the PAGA Released Claims.

5 **D. Disputes Regarding Settlement Class Members' Workweeks and Pay Periods**
6 **Data.**

7 Class Members will have an opportunity to dispute the information provided in their Class
8 Notice. To the extent Class Members dispute the number of Workweeks or Pay Periods to which
9 they have been credited, Class Members may produce evidence to the Settlement Administrator
10 showing that such information is inaccurate. Absent evidence rebutting Defendant's records,
11 Defendant's records will be presumed determinative. However, if a Class Member produces
12 evidence to the contrary, the Settlement Administrator will evaluate the evidence submitted by
13 the Class Member and will make the final decision as to the number of Workweeks or Pay Periods
14 that should be applied. All such disputes are to be resolved not later than ten (10) calendar days
15 after the Response Deadline.

16 **E. Extension of Response Deadline for Remailing**

17 If a Class Member's notice is re-mailed, the Class Member shall have fifteen (15) days
18 from the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is later,
19 in which to postmark a Request for Exclusion, written Objection or to dispute their attributed
20 workweek or pay period count in the Class Period and/or PAGA Period.

21 **11. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA**
22 **PAYMENTS TO PARTICIPATING CLASS MEMBERS**

23 Individual Settlement Payments will be calculated and distributed to Participating Class
24 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
25 Members' respective number of Workweeks during the Class Period. Individual PAGA
26 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
27 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
28

number of pay periods during the PAGA Period. Specific calculations of the Individual Settlement Shares and Individual PAGA Payments will be made as follows:

A. The Settlement Administrator will determine the total number of Workweeks worked by each Settlement Class Member during the Class Period (“Class Member’s Workweeks”), as well as the aggregate number of Workweeks worked by all Settlement Class Members during the Class Period (“Class Workweeks”). Additionally, the Settlement Administrator will determine the total number of pay periods worked by each Aggrieved Employee during the PAGA Period (“Aggrieved Employee’s Pay Periods”), as well as the aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period (“PAGA Pay Periods”).

B. To determine each Settlement Class Member’s Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member’s Workweeks ÷ Class Workweeks) × Net Settlement Amount.

C. To determine each Participating Class Member’s Participating Individual Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period (“Participating Class Workweeks”) and use the following formula: Individual Settlement Share = (Participating Class Member’s Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.

D. The net amount of the Participating Individual Settlement Share is to be paid out to Participating Class Members by way of check and is referred to as “Individual Settlement Payment(s)”.

E. To determine each Aggrieved Employee’s Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee’s Individual PAGA Payment = ([Aggrieved Employee’s Pay Periods ÷ PAGA Pay Periods] x \$2,500.00) (the “PAGA Payment”).

F. Individual Settlement Payments and Individual PAGA Payments shall be paid to Participating Class Members and/or Aggrieved Employees by way of check. When a

1 Participating Class Member is also an Aggrieved Employee, one check may be issued that
2 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

3 **11. DISTRIBUTION OF PAYMENTS**

4 **A. Distribution of Individual Settlement Payments.**

5 Participating Class Members will receive an Individual Settlement Payment. All
6 Aggrieved Employees, regardless of whether they submit a valid Request for Exclusion or not,
7 will receive their Individual PAGA Payment. Individual Settlement Payment checks and
8 Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty
9 (180) calendar days after the date of their issuance. For any check not cashed after 180 calendar
10 days, the Settlement Administrator will pay over the amount represented by the check to the
11 California State Controller's Office, with the identity of the Participating Class Member and/or
12 Aggrieved Employee to whom the funds belong, to be held for the Participating Class Member
13 and/or Aggrieved Employee per California Unclaimed Property Law, in the interest of justice.
14 The money paid to the California State Controller's Office will remain the Participating Class
15 Member's and Aggrieved Employee's property. This will allow Participating Class Members
16 and Aggrieved Employees who did not cash their checks to collect their Individual Settlement
17 Payments and Individual PAGA Payments at any time in the future. Therefore, there will be
18 no unpaid residue or unclaimed or abandoned class member or aggrieved employee funds and
19 California Code of Civil Procedure § 384 shall not apply.

20 **B. Funding of Settlement.**

21 No later than ten (10) business days after the Final Approval Date, Defendants shall
22 deposit the Gross Settlement Amount—Four Hundred Thousand Dollars and Zero Cents
23 (\$400,000.00)—unless the same is escalated pursuant to Paragraph 17 below (and in such event,
24 the escalated gross settlement amount), in addition to related Employer's Taxes pursuant to
25 Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement
26 account ("QSA") with an FDIC insured banking institution, to the Settlement Administrator.

27 Individual Settlement Payments and Individual PAGA Payments shall be paid
28 exclusively from the QSA, pursuant to the settlement formula set forth herein. Payments from

the QSA shall be made for (1) the Service Award to Plaintiff as specified in this Agreement and approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement Administrator Costs, as specified in this Agreement and approved by the Court; and (4) the LWDA Payment, as specified in this Agreement. \$2,500 shall be allocated to payment to Aggrieved Employees of Individual PAGA Payments as set forth herein. The balance and any accrued interest thereon remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be made to Participating Class Members, less applicable taxes and withholdings. All interest accrued shall be for the benefit of Participating Class Members and distributed on a *pro rata* basis.

C. Time for Distribution.

No more than seven (7) calendar days after payment of the full Gross Settlement Amount (as the same may be increased to in accordance with Paragraph 17) by Defendants, as well as Employer Taxes, or after the Final Order and Judgment following a Final Fairness and Approval hearing, whichever is later, the Settlement Administrator shall distribute all payments due under the Settlement, including the Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees, as well as the Court-approved payments for the Service Award to Plaintiff, attorneys' fees and litigation costs and expenses to Class Counsel, administration costs to the Settlement Administrator, and the LWDA Payment to the LWDA.

12. ATTORNEYS' FEES AND LITIGATION COSTS

Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount, which, unless increased pursuant to Paragraph 17, shall amount to One Hundred Thirty-Three Thousand Three Hundred Thirty Three Dollars and Thirty-Three Cents (\$133,333.33). Class Counsel shall further apply for, and Defendants shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs associated with Class Counsel's prosecution of this matter as set forth by declaration testimony in an amount up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00). Awards

of attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle, and obtain Final Approval of the settlement in the Action. The "future" aspect of the amounts stated herein includes, without limitation, all time and expenses expended by Class Counsel (including any appeals therein), except for any matters that arise from Defendant's failure to materially comply with the terms of this Agreement. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendants for such work unless, in the event of a material breach of this Agreement by Defendants, Plaintiff is required to move the Court for enforcement of this Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

13. SERVICE AWARD TO PLAINTIFF

Plaintiff shall seek, and Defendants shall not oppose, a Service Award in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) for participation in and assistance with the Action. Any Service Award awarded to Plaintiff shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves a Service Award to Plaintiff in less than the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

14. TAXATION AND ALLOCATION

A. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS Form 1099). The Individual PAGA Payments to the Aggrieved Employees shall be allocated entirely as penalties (to be reported on an IRS Form 1099). The Parties agree that the employee's share of taxes and withholdings with respect to the wage-portion of the Individual Settlement Share will be withheld from the Individual Settlement Share in order to yield the Individual Settlement Payment. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made

pursuant to applicable state and/or local withholding codes or regulations.

B. Forms W-2 and/or Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendants into compliance with any such changes.

All Employer Taxes shall be paid by Defendants separate, apart and above from the Gross Settlement Amount. Defendants shall remain liable to pay the employer’s share of payroll taxes as described above.

C. Neither Counsel for Plaintiff nor Defendants intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

15. PRIVATE ATTORNEYS’ GENERAL ACT ALLOCATION

The Parties agree to allocate Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA (\$7,500.00) will be paid to the LWDA (*i.e.*, the LWDA Payment), and twenty-five percent (25%) of the amount allocated toward PAGA (\$2,500.00) shall be deemed the “PAGA Payment” and distributed to Aggrieved Employees on a *pro rata* basis based upon their respective pay periods worked during the PAGA Period (*i.e.*, the Individual PAGA Payments).

16. COURT APPROVAL

This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement, and that the LWDA does not intervene and/or object to the Settlement. In the event it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on

1 appeal, it shall have no force or effect and no Party shall be bound by its terms except to the
2 extent: (a) the Court reserves any authority to issue any appropriate orders when denying
3 approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically
4 stated to survive the Settlement Agreement being voided or not approved, and which control in
5 such an event.

6 **17. INCREASE IN WORKWEEKS**

7 Defendants represent and warrant that there are no more than three hundred twenty-
8 seven (327) Settlement Class Members and that there are no more than 16,000 Workweeks
9 worked by three hundred twenty-seven (327) Settlement Class Members during the Class
10 Period. In the event the number of Workweeks worked is more than 10% greater than this
11 figure (i.e., if there are more than 17,600 Workweeks worked by Class Members using hire
12 dates, termination dates (as applicable) and re-hire dates (as applicable)), then Defendants
13 agree to increase the Gross Settlement Amount proportionally over the 10% increase in the
14 number of Workweeks worked during the Class Period. By way of example, if the number of
15 Workweeks worked by Class Members during the Class Period increases by 11%, the Gross
16 Settlement Amount will increase by 1%. Likewise, if the number of Workweeks worked by
17 Class Members during the Class Period increases by 12%, the Gross Settlement Amount will
18 increase by 2%. The Workweek Value shall be calculated by dividing the Gross Settlement
19 Amount (\$400,000.00) by 16,000. The Parties agree that the Workweek Value amounts to \$25
20 (\$400,000.00 / 16,000 workweeks). Thus, for example, should there be 17,600 workweeks in
21 the Class Period, then the Gross Settlement Amount shall be increased by \$40,000 (17,600
22 workweeks – 16,000 workweeks x \$25.)

23 **18. VOIDING OF SETTLEMENT AND RETURN OF GROSS SETTLEMENT**
24 **AMOUNT AND EMPLOYERS' TAXES**

25 Defendants have the option of voiding this Agreement within ten (10) calendar days after
26 expiration of the opt-out period if ten percent (10%) of the Settlement Class members opt out of
27 the Settlement and/or if the combined workweeks worked by Class Members who timely exclude
28 themselves amounts to more than ten percent (10%) of the total workweeks worked by all Class

1 members, which option shall be exercised by providing written notice to Class Counsel and the
2 Settlement Administrator. If the foregoing occurs, this Agreement shall be null and void *ab*
3 *initio*, no Party shall be bound by the terms thereof, and this Agreement shall not be admissible
4 or offered into evidence in the litigation or any other action for any purpose whatsoever, and any
5 order or judgment entered by the Court in furtherance of this Agreement shall be treated as
6 withdrawn or vacated by stipulation of the Parties. In such case, the Parties shall be returned to
7 their respective positions as of the date immediately prior to the execution of this Agreement, the
8 Parties shall proceed in all respects as if this Agreement had not been executed, Defendants shall
9 have no obligation to make any payments to Plaintiff, Counsel for Plaintiff, the LWDA, or any
10 Class Member, and the Settlement Administrator shall return the entirety of the Gross Settlement
11 Amount and Employers' Taxes to Defendants within seven (7) calendar days of receipt of
12 Defendant's written notice exercising the option to void this Agreement. In the event that
13 Defendants void the Settlement pursuant to the terms of this Agreement, any amounts owed to
14 the Settlement Administrator shall be paid by Defendants solely.

15 **19. NOTICE OF JUDGMENT**

16 In addition to any duties set out herein, the Settlement Administrator shall provide
17 notice of the Final Judgment entered in the Action by posting the same on its website for at
18 least four (4) years after the Judgment becomes final.

19 **20. MISCELLANEOUS PROVISIONS**

20 **A. Interpretation of the Agreement.**

21 This Agreement constitutes the entire agreement between Plaintiff and Defendants with
22 respect to its subject matter. Except as expressly provided herein, this Agreement has not been
23 executed in reliance upon any other written or oral representations or terms, and no such extrinsic
24 oral or written representations or terms shall modify, vary or contradict its terms. In entering
25 into this Agreement, the Parties agree that this Agreement is to be construed according to its
26 terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be
27 interpreted and enforced under the laws of the State of California, both in its procedural and
28 substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or

1 relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively
2 in the Superior Court of the State of California for the County of Riverside, and Plaintiff and
3 Defendants hereby consent to the personal jurisdiction of the Court in the Action over it solely
4 in connection therewith. Plaintiff, on Plaintiff's own behalf and on behalf of the Settlement
5 Class, and Defendants participated in the negotiation and drafting of this Agreement and had
6 available to them the advice and assistance of independent counsel. As such, neither Plaintiff
7 nor Defendants may claim that any ambiguity in this Agreement should be construed against the
8 other. The Agreement may be modified only by a writing signed by counsel for the Parties and
9 approved by the Court.

10 **B. Further Cooperation.**

11 Plaintiff, Defendants, and their respective attorneys shall proceed diligently to prepare
12 and execute all documents, to seek the necessary approvals from the Court, and to do all things
13 reasonably necessary to consummate the Settlement as expeditiously as possible. The Parties
14 agree that they will not take any action inconsistent with this Agreement, including, without
15 limitation, encouraging Class Members to opt out of the Settlement. In the event the Court finds
16 that any Party has taken actions inconsistent with the Settlement, including, without limitation,
17 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
18 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
19 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
20 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
21 opt-outs and/or objections.

22 **C. Counterparts.**

23 The Agreement may be executed in one or more actual or non-original counterparts, all
24 of which will be considered one and the same instrument and all of which will be considered
25 duplicate originals.

26 **D. Authority.**

27 Each individual signing below warrants that he or she has the authority to execute this
28 Agreement on behalf of the party for whom or which that individual signs.

1 **E. No Third-Party Beneficiaries.**

2 Plaintiff, Participating Class Members, Aggrieved Employees, Class Counsel, and
3 Defendants are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

4 **F. Deadlines Falling on Weekends or Holidays.**

5 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
6 or legal holiday, that deadline shall be continued until the following business day.

7 **G. Severability.**

8 In the event that one or more of the provisions contained in this Agreement shall for any
9 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
10 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
11 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
12 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

13 **IT IS SO AGREED:**

14
15 Dated: January 5th, 2023

JOSHUA MAGNOTTI
Plaintiff and Class Representative

16
17
18 Dated: January 5th, 2023


THE HIGHEST CRAFT, LLC
Defendant
Nick Wolin
Manager

19
20
21 Dated: January 5th, 2023


COMMUNITY DEVELOPMENT, LLC
Defendant
Nick Wolin
Manager

22
23
24 Dated: January 5th, 2023


HYPER TECHNOLOGIES, INC.
Defendant
Nick Wolin
CEO

E. No Third-Party Beneficiaries.

Plaintiff, Participating Class Members, Aggrieved Employees, Class Counsel, and Defendants are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

F. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

G. Severability.

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

1/9/2023

Dated: _____, 2023

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JOSHUA MAGNOTTI
 Plaintiff and Class Representative

Dated: _____, 2023

THE HIGHEST CRAFT, LLC
 Defendant
 Nick Wolin
 Manager

Dated: _____, 2023

COMMUNITY DEVELOPMENT, LLC
 Defendant
 Nick Wolin
 Manager

Dated: _____, 2023

HYPER TECHNOLOGIES, INC.
 Defendant
 Nick Wolin
 CEO

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Dated: January 5th, 2023



HYPER INC.
Defendant
Nick Wolin
CEO

Dated: January 5th, 2023



NICK WOLIN, an individual
Defendant

Dated: January 5th, 2023



JACOB TELO, an individual
Defendant

Dated: _____, 2023

JOSHUA FALAKASSA
Falakassa Law P.C.
Counsel for Plaintiff Joshua Magnotti

Dated: _____, 2023

MEHRDAD BOKHOUR
Bokhour Law Group, P.C.
Counsel for Plaintiff Joshua Magnotti

Dated: _____, 2023

NICOLE SHAFFER
KIEN C. TIET
Jackson Lewis, P.C.
Counsel for Defendants The Highest Craft, LLC, Community Development, LLC, Hyper Technologies, Inc, Hyper Inc., Nick Wolin and Jacob Telo

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Dated: _____, 2023

HYPER INC.
Defendant
Nick Wolin
CEO

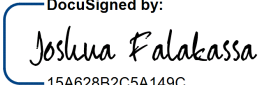
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NICK WOLIN, an individual
Defendant

Dated: _____, 2023

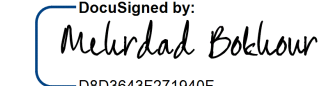
JACOB TELO, an individual
Defendant

Dated: 1/6/2023 _____, 2023

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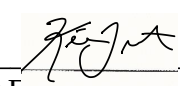
JOSHUA FALAKASSA
Falakassa Law P.C.
Counsel for Plaintiff Joshua Magnotti

Dated: 1/6/2023 _____, 2023

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MEHRDAD BOKHOUR
Bokhour Law Group, P.C.
Counsel for Plaintiff Joshua Magnotti

Dated: January 10, 2023



NICOLE SHAFER
KIEN C. TIET
Jackson Lewis, P.C.
Counsel for Defendants The Highest Craft, LLC, Community Development, LLC, Hyper Technologies, Inc, Hyper Inc., Nick Wolin and Jacob Telo