

# AMENDMENT TO AMENDED CLASS AND PAGA SETTLEMENT AGREEMENT

This Amendment changes, alters, and/or modifies the Amended Class and PAGA Settlement Agreement (“Agreement”) entered into by the Parties in or around April 2025, pursuant to Paragraph 12.8 of the Agreement. The Agreement remains in full force and effect with the specific alterations and/or modifications contained herein. Each of the numbered paragraphs below corresponds with the same-number paragraph in the Agreement and fully replaces the corresponding paragraph of the Agreement. Defined terms in the Agreement used herein have the same meaning as used in the Agreement.

For each amended provision below, the following format is used:

1. **Redlined Version:** Shows all changes made to the original version of the Agreement, with deletions indicated by strikeouts and insertions indicated by underlining or bracketed additions.

2. **Clean Copy:** Provides the final agreed-upon text in its entirety, without redlining.

This format is provided in compliance with the Court’s directive to streamline review of amended provisions.

## **5.2. Release by Participating Class Members Who Are Not PAGA Members** **[redlined version of Section 5.2]**

All Participating Class Members release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns, any and all claims against Niterra and the Released Parties that were or reasonably could have been asserted in this lawsuit based on the facts alleged in the ~~Complaint or~~ Operative Complaint ~~or that arise out of the specific factual allegations asserted therein~~ (the “Participating Class Members’ Released Claims”). Such released claims ~~include, but~~ are ~~not limited to,~~ claims for: failure to pay all minimum wages; failure to pay all overtime wages; failure to calculate any wages based on the regular rate of pay (including sick time or any other time off that must be paid based on the regular rate of pay); meal period violations; rest period violations; wage statement violations; failure to timely pay all final wages; expenses, statutory penalties, civil penalties, or other relief under the California Labor Code; relief from unfair

competition under California Business and Professions Code section 17200 et seq.; attorneys' fees and costs; and interest. Expressly excluded from this release are any claims for workers' compensation benefits, unemployment insurance benefits, and any other such claims that cannot be released by law.

**5.2. Release by Participating Class Members Who Are Not PAGA Members**  
**[clean version of amended Section 5.2]**

All Participating Class Members release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns, any and all claims against Niterra and the Released Parties that were or reasonably could have been asserted in this lawsuit based on the facts alleged in the Operative Complaint (the "Participating Class Members' Released Claims"). Such released claims are claims for: failure to pay all minimum wages; failure to pay all overtime wages; failure to calculate any wages based on the regular rate of pay (including sick time or any other time off that must be paid based on the regular rate of pay); meal period violations; rest period violations; wage statement violations; failure to timely pay all final wages; expenses, statutory penalties, civil penalties, or other relief under the California Labor Code; relief from unfair competition under California Business and Professions Code section 17200 et seq.; attorneys' fees and costs; and interest. Expressly excluded from this release are any claims for workers' compensation benefits, unemployment insurance benefits, and any other such claims that cannot be released by law.

**5.3. Release by PAGA Members [redlined version of Section 5.3]**

All PAGA Members release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns, any and all claims for civil penalties under the California Private Attorneys General Act of 2004 ("PAGA") against Niterra and the Released Parties that were alleged in the applicable PAGA Notice(s) submitted to the LWDA and the Operative Complaint, ~~that reasonably could have been asserted~~ (the "Released PAGA Claims"). This release is limited to claims for civil penalties available under PAGA based on the facts alleged in

the PAGA ~~Notices~~Notice(s) and the Operative Complaint, ~~or that arise from the specific factual allegations asserted therein (the “Released PAGA Claims”).~~ All PAGA Members who worked for Niterra during the PAGA Period ~~will~~ shall be bound by this PAGA release ~~the PAGA claims described herein~~ and ~~will~~shall receive a ~~portion~~share of the allocated PAGA penalties, regardless of whether they opt out of the release of the Class Claims.

### **5.3. Release by PAGA Members [clean version of amended Section 5.3]**

All PAGA Members release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns, any and all claims for civil penalties under the California Private Attorneys General Act of 2004 (“PAGA”) against Niterra and the Released Parties that were alleged in the applicable PAGA Notice(s) submitted to the LWDA and the Operative Complaint (the “Released PAGA Claims”). This release is limited to claims for civil penalties available under PAGA based on the facts alleged in the PAGA Notice(s) and the Operative Complaint. All PAGA Members who worked for Niterra during the PAGA Period shall be bound by this PAGA release and shall receive a share of the allocated PAGA penalties, regardless of whether they opt out of the release of the Class Claims.

### **1.43 Response Deadline [redlined version of Section 1.43]**

“Response Deadline” means 60 calendar days after the Administrator mails the Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, ~~or;~~ (b) fax, email, or mail ~~his or her~~their Objection to the Settlement; or (c) fax, email, or mail a written dispute regarding their Settlement Share (including the number of workweeks or pay periods credited to them). Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the original Response Deadline ~~has expired~~to submit any such responses or disputes.

### **1.43 Response Deadline [clean version of amended Section 1.43]**

“Response Deadline” means 60 calendar days after the Administrator mails the Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a)

1 fax, email, or mail Requests for Exclusion from the Settlement; (b) fax, email, or mail their  
 2 Objection to the Settlement; or (c) fax, email, or mail a written dispute regarding their Settlement  
 3 Share (including the number of workweeks or pay periods credited to them). Class Members to  
 4 whom Notice Packets are resent after having been returned undeliverable to the Administrator  
 5 shall have an additional 14 calendar days beyond the original Response Deadline to submit any  
 6 such responses or disputes.

#### 7.6 Challenges to Calculation of Workweeks [redlined version of Section 7.6]

8 Each Class Member shall have 60 calendar days after the Administrator mails the Class  
 9 Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed)  
 10 to challenge the number of Class Workweeks and/or PAGA Pay Periods ~~(if any)~~ allocated to the  
 11 Class Member as stated in the Class Notice. The Class Member may submit a challenge ~~the~~  
 12 ~~allocation~~ by communicating with the Administrator via fax, email, or mail. The Administrator  
 13 ~~must~~shall encourage the ~~challenging~~ Class Member to submit supporting documentation.  
 14 In the absence of ~~any~~ contrary documentation, the Administrator is entitled to presume that the  
 15 Class Workweeks ~~contained~~ and/or Pay Periods stated in the Class Notice are ~~correct~~ accurate so  
 16 long as they are consistent with the Class Data. The Administrator's initial determination of  
 17 ~~each~~ any dispute shall be communicated to the Class ~~Member's allocation of Workweeks~~ Member  
 18 ~~and/or Pay Periods shall be~~ provided to Class Counsel and Defense Counsel ~~and Class Counsel,~~  
 19 ~~and~~. The Administrator shall file with the Court: (a) a list of all such disputes submitted by Class  
 20 Members; (b) the evidence submitted, in support of each dispute; and (c) the Administrator's  
 21 determination and resolution of each ~~such disputes shall be filed with the Court dispute.~~ The Court  
 22 retains ~~the~~ authority to review and, if necessary, modify or overturn any decision ~~determination~~  
 23 made by the Administrator regarding ~~a dispute over the number of~~ Workweeks or Pay Periods  
 24 allocated to a Class Member.

#### 7.6 Challenges to Calculation of Workweeks [clean version of amended Section 7.6]

25 Each Class Member shall have 60 calendar days after the Administrator mails the Class  
 26 Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed)  
 27  
 28

to challenge the number of Class Workweeks and/or PAGA Pay Periods allocated to the Class Member as stated in the Class Notice. The Class Member may submit a challenge by communicating with the Administrator via fax, email, or mail. The Administrator shall encourage the Class Member to submit supporting documentation.

In the absence of contrary documentation, the Administrator is entitled to presume that the Class Workweeks and/or Pay Periods stated in the Class Notice are accurate so long as they are consistent with the Class Data. The Administrator's initial determination of any dispute shall be communicated to the Class Member and provided to Class Counsel and Defense Counsel. The Administrator shall file with the Court: (a) a list of all such disputes submitted by Class Members; (b) the evidence submitted in support of each dispute; and (c) the Administrator's determination and resolution of each dispute. The Court retains authority to review and, if necessary, modify or overturn any determination made by the Administrator regarding the number of Workweeks or Pay Periods allocated to a Class Member.

### **7.8.3 Workweek and/or Pay Period Challenges [redlined version of Section 7.8.3]**

The Administrator ~~has the~~shall have authority to ~~address and make initial decisions~~the initial determination on any Class Member challenge regarding the number of Workweeks and/or Pay Periods allocated to that Class Member, consistent with the terms of this Agreement~~on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. However, all.~~For each such disputesdispute, the Administrator shall be filedfile with the Court, and the Court may review any decision made by the Administrator regarding a claim dispute: (a) a record of the dispute submitted; (b) any evidence provided by the Class Member in support of the challenge; and (c) the Administrator's resolution of the dispute. The Court retains the authority to review, and if necessary, modify or overturn, any determination made by the Administrator concerning a Class Member's Workweeks or Pay Periods.

### **7.8.3 Workweek and/or Pay Period Challenges [clean version of amended Section 7.8.3]**

The Administrator shall have authority to make the initial determination on any Class Member challenge regarding the number of Workweeks and/or Pay Periods allocated to that Class Member, consistent with the terms of this Agreement. For each such dispute, the Administrator

shall file with the Court: (a) a record of the dispute submitted; (b) any evidence provided by the Class Member in support of the challenge; and (c) the Administrator's resolution of the dispute. The Court retains the authority to review, and if necessary, modify or overturn, any determination made by the Administrator concerning a Class Member's Workweeks or Pay Periods.

**3.2.3 To the Administrator: [redlined version of Section 3.2.3]**

An Administrator Expenses Payment not to exceed ~~\$8,000~~\$7,750 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment of less than ~~\$8,000~~\$750, the Administrator will retain the remainder in the Net Settlement Amount.

**3.2.3 To the Administrator: [clean version of amended Section 3.2.3]**

An Administrator Expenses Payment not to exceed \$7,750 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment of less than \$7,750, the Administrator will retain the remainder in the Net Settlement Amount.

**4.2 Class Data [redlined version of Section 4.2]**

No later than seven business days after the Court grants Preliminary Approval of the Settlement, Niterra will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Niterra has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Niterra must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

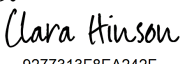
**4.2 Class Data [clean version of amended Section 4.2]**

No later than seven business days after the Court grants Preliminary Approval of the

Settlement, Niterra will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Niterra has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Niterra must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

**APPROVAL AND EXECUTION BY PARTIES:**

8/13/2025  
Dated: August \_\_, 2025

Signed by:  
  
9277313F8EA242F...  
Plaintiff Clara Hinson

Dated: August \_\_, 2025

Defendant Niterra North America, Inc.

**Approved As to Content:**

8/13/2025  
Dated: August \_\_, 2025

**BOKHOUR LAW GROUP, P.C.**

Signed by:  
  
D8D3643F271940F...  
Mehrdad Bokhour  
Attorneys for Plaintiff

8/13/2025  
Dated: August \_\_, 2025

**FALAKASSA LAW, P.C.**

DocuSigned by:  
  
15A628B2C5A149C...  
Joshua Falakassa  
Attorneys for Plaintiff

Dated: August \_\_, 2025

**HUGHES HUBBARD & REED LLP**

Amina Hassan  
Attorneys for Niterra North America, Inc.

1 **APPROVAL AND EXECUTION BY PARTIES:**

2 Dated: August \_\_, 2025

\_\_\_\_\_  
3 Plaintiff Clara Hinson

4  
5 Dated: August 14, 2025

\_\_\_\_\_  
6 Defendant Niterra North America, Inc.

7 **Approved As to Content:**

8  
9 Dated: August \_\_, 2025

**BOKHOUR LAW GROUP, P.C.**

\_\_\_\_\_  
11 Mehrdad Bokhour  
12 Attorneys for Plaintiff

13  
14 Dated: August \_\_, 2025

**FALAKASSA LAW, P.C.**

\_\_\_\_\_  
16 Joshua Falakassa  
17 Attorneys for Plaintiff

18  
19 Dated: August 14, 2025

**HUGHES HUBBARD & REED LLP**

\_\_\_\_\_  
21 Amina Hassan  
22 Attorneys for Niterra North America, Inc.