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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

CLARA HINSON, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

NITERRA NORTH AMERICA, INC., a West
Virginia Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: 30-2023-01345470-CU-OE-CXC

Assigned to Hon. Melissa R. McCormick

**[PROPOSED] AMENDED ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT AND
PAGA SETTLEMENT**

1 On May 1, 2025, the Court considered Plaintiff Clara Hinson’s (“Plaintiff”) Motion for
2 Preliminary Approval of Class Action Settlement (“Plaintiff’s Motion”), the Declarations of Mehrdad
3 Bokhour, Joshua Falakassa, and Clara Hinson in Support of Plaintiff’s Motion, the Class Action and
4 PAGA Settlement Agreement (“Settlement Agreement” and/or “Settlement”), and the Notice of
5 Proposed Class Action and PAGA Settlement (“Notice Packet”) and any amendments thereto and
6 any other documents submitted in support of Plaintiff’s Motion. Having considered Plaintiff’s
7 Motion, the accompanying declarations in support thereof, and all supporting legal authorities and
8 documents, the Court ordered as follows:

9 **IT IS HEREBY ORDERED THAT:**

10 1. This Order incorporates by reference the definitions in the Settlement Agreement,
11 attached hereto as **Exhibit “A”** and Notice Packet attached hereto as **Exhibit “B,”** and the certified
12 Spanish translation of the Notice Packet, attached hereto as **Exhibit “C”** and all terms defined therein
13 shall have the same meaning in this Order as set forth in the Settlement Agreement.

14 2. For settlement purposes only, the Court conditionally certifies the following
15 Settlement Class: all individuals who currently or previously worked as non-exempt hourly workers
16 for Defendant in California during the Class Period (*i.e.*, August 30, 2019 to August 17, 2024).
17 Likewise, the Aggrieved Employees consist of all non-exempt, hourly workers who work or worked
18 for Defendant in California during the PAGA Period (*i.e.*, August 30, 2022 to August 17, 2024).

19 3. The Court preliminarily appoints the named Plaintiff, Clara Hinson, as the Class
20 Representative and Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C., and Joshua Falakassa of
21 Falakassa Law, PC as Class Counsel.

22 4. The Court hereby preliminarily approves the proposed Settlement upon the terms and
23 conditions set forth in the Settlement Agreement. The Court finds that on a preliminary basis, the
24 Settlement appears to be within the reasonableness range of a settlement that could ultimately be
25 given final approval by the Court. It appears to the Court on a preliminary basis that the Settlement
26 Amount is fair, adequate, and reasonable and in the best interests of all potential Settlement Class
27 Members when balanced against the probable outcome of further litigation relating to liability and
28 damages issues. It further appears that extensive and costly investigation and research have been

1 conducted such that counsel for the parties at this time can reasonably evaluate their respective
2 positions. It further appears to the Court that the Settlement at this time will avoid substantial
3 additional costs by all parties, as well as the delay and risks that the further prosecution of the Action
4 would present. It further appears that the Settlement has been reached due to intensive, non-collusive,
5 arms-length negotiations utilizing an experienced mediator.

6 5. The Court approves, as to form and content, the proposed Notice Packet attached
7 hereto as Exhibits A through C.

8 6. The Court directs the mailing of the Notice Packet by first-class mail to the Settlement
9 Class Members pursuant to the terms of the Settlement Agreement. The Court finds that the
10 dissemination of the Notice Packet set forth in the Settlement Agreement complies with the
11 requirements of due process of law and appears to be the best notice practicable under the
12 circumstances.

13 7. The Court hereby preliminarily approves the definition and disposition of the not-to-
14 exceed Gross Settlement Amount of \$375,000, which is inclusive of the payment of attorneys' fees
15 not to exceed \$125,000, class counsel litigation costs not to exceed \$25,000, a Service Award not to
16 exceed \$10,000 to the named Plaintiff, a PAGA Payment of \$20,000 (of which 75% or \$15,000 will
17 be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% or \$5,000
18 will be paid to Settlement Class Members); Settlement Administration Costs not to exceed \$7,750.

19 8. Defendant shall pay its share of payroll taxes on the portion of the Individual
20 Settlement Amounts to Participating Settlement Class Members that are allocated as wages subject
21 to withholding and as set forth in the Settlement Agreement.

22 9. The Court confirms ILYM Group, Inc. as the Settlement Administrator, and payment
23 of Settlement Administration Costs, not to exceed \$7,750 out of the Settlement Amount for services
24 rendered on behalf of the Settlement Class Members. The Settlement Administrator is ordered to
25 carry out its settlement administration duties pursuant to the terms of the Settlement Agreement. The
26 Settlement Administrator shall prepare and submit to Class Counsel and Defendant's Counsel a
27 declaration attesting to the completion of the notice process as set forth in the Settlement Agreement,
28 including an explanation of efforts to resend any Notice Packet returned as undeliverable and the total

1 number disputes received before and after the response deadline, the total number of opt-outs and
2 objections received before and after the deadline.

3 10. The Court directs Defendant to work diligently and in good faith to compile and
4 provide the Settlement Administrator with the “Class Data” – as defined in paragraph 1.7 of the
5 Settlement Agreement. Defendant shall provide the “Class Data” as referenced herein to the
6 Settlement Administrator within seven (7) days after entry of the Preliminary Approval Order.

7 11. The Settlement Administrator shall use the National Change of Address database (U.S.
8 Postal Service) to check for updated addresses for Settlement Class Members and shall then mail, via
9 first class U.S. mail, the Notice Packet to Settlement Class Members as approved in paragraph 5
10 herein.

11 12. Notices will be re-mailed to any Settlement Class Member for whom an updated
12 address is located within five (5) business days following the Settlement Administrator’s receipt of
13 any Class Notice returned by the USPS as undelivered.

14 13. The deadline to respond to opt-out of the Settlement shall be 60 days after the
15 Settlement Administrator mails the Class Notice plus an additional 14 days for Class Members whose
16 Class Notice is re-mailed. Any Settlement Class Member who wishes to be excluded from the
17 Settlement must submit a written and signed Request for Exclusion to the Settlement Administrator
18 via mail, fax, or email in accordance with the procedures set forth in Settlement Agreement and Class
19 Notice. To be valid, the Request for Exclusion must include the full name, address, telephone number,
20 last four digits of the social security number, and signature and the following statement (or a statement
21 with substantially similar wording): “I WISH TO BE EXCLUDED FROM THE SETTLEMENT
22 CLASS IN THE HINSON V NITERRA LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE
23 EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM
24 THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.” To be valid, a Request for
25 Exclusion must be faxed, emailed, or postmarked by the Response Deadline. All individuals who
26 properly and timely exclude themselves from the Settlement shall not be considered Settlement Class
27 Members, and shall have no rights with respect to the Settlement, shall have no interest in the
28 Settlement proceeds, and shall have no standing to object to the Settlement.

1 14. Each Settlement Class Member shall have 60 calendar days after the Settlement
2 Administrator mails the Class Notice, plus an additional 14 days for Settlement Class Members whose
3 Class Notice is re-mailed, to challenge the number of Class Workweeks and PAGA Pay Periods (if
4 any) allocated to them in the Class Notice. A Settlement Class Member may submit a challenge by
5 fax, email, or mail to the Settlement Administrator in accordance with the procedures set forth in the
6 Settlement Agreement and Class Notice. The Settlement Administrator shall review all challenges
7 and may seek input from Class Counsel and Defendant's Counsel in making an initial determination.
8 All disputes submitted by Settlement Class Members, along with any supporting documentation and
9 the Settlement Administrator's resolution, shall be filed with the Court, which retains the authority
10 to review any decision made by the Settlement Administrator regarding a claim dispute. The
11 Settlement Administrator shall address all challenges in accordance with Paragraph 7.6 of the
12 Settlement Agreement and the dispute resolution process set forth therein.

13 15. The deadline for filing objections to any of the terms of the Settlement, as provided
14 for in Paragraph 7.7.1 of the Settlement Agreement, shall be 60 calendar days from the date of mailing
15 of the Notice Packet (plus an additional 14 days for Settlement Class Members whose Class Notice
16 is re-mailed). Any Settlement Class Member, who does not opt-out of the Settlement, who wishes to
17 object to the Settlement must serve a timely written objection on the Settlement Administrator, who
18 will email a copy of the objection to Class Counsel and counsel for Defendant. Class Counsel will
19 submit a copy of the objection to the Court. Any such objection shall include the full name, address,
20 telephone number, case number and a concise statement of objections. Any Settlement Class Member
21 may appear at the Final Approval Hearing and verbally object or be heard whether or not they have
22 filed a written objection.

23 16. Any Settlement Class Member who does not submit a timely and valid Request for
24 Exclusion will be deemed a Participating Settlement Class Member and will be entitled to receive an
25 Individual Settlement Amount based upon the allocation formula described in the Settlement
26 Agreement. However, Settlement Class Members may not object to or opt-out of the Settlement with
27 respect to the Release of the PAGA Claims and Settlement Class Members who opt out of the Release
28 of Class Claims will still be paid their allocation of the PAGA Payment and will be bound by the

1 Release of PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion
2 from the Release of Class Claims.

3 17. The Court approves the handling of unclaimed funds set forth in the Settlement
4 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
5 result of a Participating Settlement Class Member's failure to timely cash a settlement check shall be
6 handled by the Settlement Administrator and be issued to the State of California Unclaimed Property
7 Fund, as set forth in the Settlement Agreement.

8 18. The following dates shall govern for purposes of this settlement:

9 TBD	Preliminary Approval (PA) hearing
10 <i>(within 7 calendar days after notice of</i>	Deadline for Defendant to send Class Data to
11 <i>entry of Order Granting Preliminary</i>	Settlement Administrator
12 <i>Approval)</i>	
13 <i>(within 15 calendar days after receipt</i>	Deadline for Settlement Administrator to complete
14 <i>of Class Data)</i>	first mailing of the Notice Packet to all Settlement
15 <i>(60 calendar days after mailing the</i>	Class Members.
16 <i>Notice Packet, plus an additional 14</i>	Deadline for Settlement Class Members to
17 <i>days for Settlement Class Members</i>	challenge the number of Class Workweeks and
18 <i>whose Class Notice is re-mailed)</i>	PAGA Pay Periods (if any) allocated to that
19 <i>60 calendar days after mailing the</i>	Settlement Class Member in the Class Notice
20 <i>Notice Packet, plus an additional 14</i>	
21 <i>days for Settlement Class Members</i>	Deadline for Settlement Class Members to submit
22 <i>whose Class Notice is re-mailed</i>	Requests for Exclusion and Objections to the
23 16 court days before the Final	Settlement.
24 Approval hearing	Deadline for Plaintiff to file and serve Motion for
25 9 court days before the Final Approval	Final Approval of Settlement and application for
26 hearing	award of attorneys' fees, costs and Service
27 5 court days before the final approval	Payment.
28 hearing	Deadline for filing of any written opposition to
	Plaintiff's Motion for Final Approval of
	Settlement or filing any response to an objection to
	the Settlement.
	Deadline for filing of any written reply to
	opposition to Motion for Final Approval of
	Settlement.
	Final Approval Hearing
	Defendant to deliver court approved funds to
	Settlement Administrator
	Settlement Administrator to issue checks

1 19. A final approval hearing shall be held in this Court on August 14, 2025 at 2:00 p.m.
2 to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be
3 finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class Counsel;
4 and (3) the amount of service award to the Class Representative. The Court may continue or adjourn
5 the final approval hearing without further notice to the Settlement Class Members.

6 20. The Court may, for good cause shown, extend any of the deadlines set forth in this
7 Order without further notice to Settlement Class Members. In the event that the Settlement does not
8 receive final approval or the Effective Date of the Settlement does not occur for any reason, this
9 Order, the Settlement, and the Settlement Agreement shall be rendered null and void and shall be
10 vacated. Further, the fact that the parties were willing to stipulate to certification of a class for
11 settlement purposes shall have no bearing on, nor be admissible in connection with, the issue of
12 whether a class should be certified in a non-settlement context, and the parties to the Settlement shall
13 be deemed to have reverted to their respective status as of the date and time immediately prior to the
14 execution of the Settlement Agreement. If the Court grants Final Approval, effective on the date when
15 Niterra fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed
16 on the Wage Portion of the Individual Class Payments, each Participating Class Member, on behalf
17 of themselves and their respective former and present representatives, agents, attorneys, heirs,
18 spouses, domestic partners, administrators, successors, and assigns, shall conclusively be deemed to
19 have fully, finally, and forever released and discharged the Participating Class Members' Released
20 Claims (as defined in the Settlement Agreement) against Defendant and the Released Parties.
21 Similarly, effective on the date when Niterra fully funds the entire Gross Settlement Amount and
22 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,, each
23 PAGA Member, on behalf of themselves and their respective former and present representatives,
24 agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns, shall
25 conclusively be deemed to have fully, finally, and forever released and discharged the Released
26 PAGA Claims (as defined in the Settlement Agreement) against Defendant and the Released Parties.
27 Further, effective on the date when Niterra fully funds the entire Gross Settlement Amount and funds
28 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,, all

1 Participating Class Members and their successors, or anyone purporting to make a claim on their
2 behalf or derivative of their claims, shall be permanently enjoined and forever barred from asserting
3 any Participating Class Members' Released Claims against Defendant and the Released Parties.
4 Likewise, all PAGA Members and their successors, or anyone purporting to make a claim on their
5 behalf or derivative of their claims, shall be permanently enjoined and forever barred from asserting
6 any Released PAGA Claims against Defendant and the Released Parties.

7 21. Additionally, the Court retains jurisdiction to enforce the terms of the Settlement
8 Agreement and this Order pursuant to California Code of Civil Procedure § 664.6.

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10 **IT IS SO ORDERED.**

11 DATED: _____, 2025

HON. MELISSA R. MCCORMICK
JUDGE OF THE SUPERIOR COURT

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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars,
5 Suite 920, Los Angeles, California 90067.

6 On April 7, 2024, I served the following document(s) described as [PROPOSED]
7 **AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
8 SETTLEMENT AND PAGA SETTLEMENT** on the interested parties in this action:

8 Rita M. Haeusler, Esq.
9 *Rita.haeusler@hugheshubbard.com*
10 Hannah A. Bogen, Esq.
11 *Hannah.bogen@hugheshubbard.com*
12 Amina Hassan, Esq.
13 *Amina.hassan@hugheshubbard.com*
14 HUGHES HUBBARD & REED LLP
15 1999 Avenue of the Stars, Suite 9th Floor
16 Los Angeles, California 90067

17 **Counsel for for Defendant**
18 **NITERRA NORTH AMERICA, INC.**

19 **BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via
20 electronic service provider First Legal to the person(s) identified above at the email address(es)
21 indicated and did not, within a reasonable time after transmission, receive any message or
22 communication indicating that delivery failed or that any other error had occurred which would delay
23 or caused failure in transmission and delivery of the document and/or any attachments thereto.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing
25 is true and correct.

26 Executed on April 7, 2025, in Los Angeles, California.

27 /s/ Carlos Garcia
28 Carlos Garcia