

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Clara Hinson (“Plaintiff”) and Defendant Niterra North America, Inc. (“Niterra”). The Agreement refers to Plaintiff and Niterra collectively as “Parties” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Niterra captioned *Clara Hinson, on behalf of herself and all other similarly situated v. Niterra North America, Inc., and DOES 1 through 50, inclusive*, initiated on August 30, 2023, and pending in Superior Court of the State of California, County of Orange, Case No. 30-2023-01345470-CU-OE-CXC.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Class” means all current and former workers (including those employed by Niterra and those employed by staffing agencies that assigned them to work at Niterra) who worked for Niterra in California as non-exempt hourly workers during the Class Period.
- 1.5 “Class Counsel” means Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C.
- 1.6 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7 “Class Data” means that the class member identifying information in Niterra’s possession, including the class member’s name, last-known mailing address, social security number, and number of class period workweeks and PAGA pay periods.
- 1.8 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Member).
- 1.9 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.10 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11 “Class Period” means the period from August 30, 2019 to August 17, 2024.
- 1.12 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14 “Court” means the Superior Court of California, County of Orange.
- 1.15 “Niterra” means the named Defendant Niterra North America, Inc.
- 1.16 “Defense Counsel” means Amina Hassan of Hughes Hubbard & Reed LLP.
- 1.17 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Permitted Objection to the Settlement is filed, the day the Court enters Judgment; (b) if one or more Permitted Objections to the Settlement are filed, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. A “Permitted Objection” is an objection to the Settlement by (i) a Participating Class Member or (ii) another person that the Court permits to file an objection. The Parties reserve the right to object to any Permitted Objection, including on the grounds of lack of standing if the objection is filed by a person who is not a Participating Class Member.
- 1.18 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means \$375,000, which is the total amount Niterra agrees to pay under the Settlement except as provided in Paragraph 8 (Escalator Clause) below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator’s Expenses. Niterra shall be separately responsible for the cost of its share of employer-side payroll taxes. The Settlement is non-reversionary, which

means provided that this Settlement is approved and goes into effect, none of the Gross Settlement Amount will be returned to Niterra.

- 1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23 “Individual PAGA Payment” means the PAGA Member’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29 “PAGA Member” means any non-exempt hourly worker who works or worked for Niterra in California at any time during the PAGA Period, including workers employed by Niterra or workers employed by a staffing agency who had assigned them to work at Niterra during that period.
- 1.30 “PAGA Pay Period” means any Pay Period during which a PAGA Member worked for Niterra for at least one day during the PAGA Period.
- 1.31 “PAGA Period” means the period from August 30, 2022 to August 17, 2024.
- 1.32 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33 “PAGA Notice” means Plaintiff’s August 30, 2023 letter to Niterra and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members (\$5,000) and 75% to the LWDA (\$15,000) in settlement of the PAGA claims.

- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means Clara Hinson, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means Niterra North America, Inc., and any of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 “Response Deadline” means 60 days after the Administrator mails 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 Objection to the Settlement. 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 Response Deadline has expired.
- 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45 “Workweek” means any week during which a Class Member worked for Niterra for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On August 30, 2023, Plaintiff filed suit in Orange County Superior Court, asserting claims based on Niterra’s alleged: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to pay sick time wages, (4) failure to provide meal periods; (5) failure to provide rest breaks; (6) failure to provide accurate itemized wage statements; (7) failure to pay all wages due upon separation of employment; and (8) violation of California’s Unfair Competition Law (“UCL”). On December 5, 2023, Plaintiff filed a First Amended Complaint alleging the same causes of action in the original complaint (the “Complaint”) and adding a cause of action for

alleged PAGA penalties. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Niterra denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Niterra and the LWDA by sending the PAGA Notice.
- 2.3 On October 2, 2023, Defendant answered Plaintiff’s First Amended Complaint, which included a PAGA cause of action.
- 2.4 On December 27, 2023, the Court entered a stipulation by the Parties whereby the Parties agreed to continue the January 11, 2024 Case Management Conference to after a scheduled mediation in this case.
- 2.5 On July 17, 2024, the Parties participated in an all-day mediation presided over by Hon. Carl J. West (Ret.), which led to this Agreement.
- 2.6 Prior to mediation, Plaintiff obtained from Niterra, through informal discovery, the available pay and time records for the Class Members, including over 70% of the time records on a work week basis, relevant Niterra policies, Plaintiff’s time and payroll records and wage statements, and the total number of Class Period workers and Workweeks worked up to June 8, 2024.
- 2.7 Plaintiff has not moved for, and the Court has not granted class certification.
- 2.8 The Parties, Class Counsel and Defense Counsel represent that they are aware of one other pending matter or action asserting claims, at least a portion of which will be extinguished or affected by the Settlement. This is the lawsuit captioned *Alondra Rosas Valencia, as an individual and on behalf of other similarly situated employees, v. NGK Spark Plugs (U.S.A.), Inc. and DOES 1-50, inclusive*, filed on February 7, 2022 in the Superior Court of the State of California, County of Orange, Case No. 30-2022-01244368-CU-OE-CXC (the “Valencia Class Action”). The operative complaint in that case is the First Amended Complaint and includes claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) and related to the first two claims, failure to pay timely wages and (4) failure to unlawfully receive wages; (5) failure to provide meal breaks; (6) failure to provide rest breaks; (7) failure to provide accurate itemized wage statements; (8) failure to pay all wages due upon separation of employment; (9) failure to pay for necessary expenses; (10) violation of California’s Unfair Competition Law (“UCL”); and (11) PAGA penalties.

3. **MONETARY TERMS.**

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 (Escalator Clause) below, Niterra promises to pay \$375,000.00, and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Niterra has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Niterra.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
- 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Niterra will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments by no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than \$125,000 (representing 33.33% of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Niterra will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class

Counsel Litigation Expenses Payment and holds Niterra harmless, and indemnifies Niterra, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$8,000 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, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all other amounts, including interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.5 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis according to their respective Workweeks.

3.2.6 To the LWDA and Covered Employees: PAGA Penalties in the amount of \$20,000 will be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.6.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Member's 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA

Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Workweeks and PAGA Member Pay Periods. Based on a review of its records to date, Niterra estimates there are 387 Class Members, including 182 PAGA Members, who collectively worked a total of 7,800 Workweeks during the Class Period.
- 4.2 Class Data. No later than seven 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.
- 4.3 Funding of Gross Settlement Amount. The Settlement Administrator will provide Niterra with wire transfer information within three (3) days after the Effective Date. Niterra shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay the employer share of payroll taxes by transmitting the funds to the Administrator within 15 days of the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within ten days after Niterra funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via

First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Niterra to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Niterra fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, in consideration of the terms and conditions of this Settlement, Plaintiff, Class Members, PAGA Members and Class Counsel will release claims against all Released Parties as follows:

- 5.1 **Release by Plaintiff.** Plaintiff, on behalf of herself and her respective former and present representatives, agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns, releases and discharges any and all known

and unknown claims against Niterra and the Released Parties that arose on or before the date she signs this Agreement (“Plaintiff’s Released Claims”). Expressly excluded from Plaintiff’s release are any claims for workers’ compensation benefits, unemployment insurance benefits, and any other such claims that cannot be released by law. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that this release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

- 5.1.1 With respect to the Plaintiff’s Released Claims, Plaintiff expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff specifically acknowledges that this Settlement is intended to waive and release all of Plaintiff’s Released Claims, inclusive of claims that Plaintiff does not know or suspect to exist in her favor at the time of Plaintiff executing this Agreement.

- 5.2 Release by Participating Class Members Who Are Not PAGA Members. 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.

5.3 Release by PAGA Members. 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 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 based on the facts alleged in the PAGA Notices 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 release the PAGA claims described herein and will receive a portion of the PAGA penalties, regardless of whether they opt out of the release of the Class Claims.

6. **MOTION FOR PRELIMINARY APPROVAL.** Within a reasonable time, Plaintiff will move for an order giving preliminary approval of the Settlement (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; and (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2))).

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.

- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than possibly a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 15 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than 5 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline by re-mailing the Class Notice.
- 7.4.5 If the Administrator, Niterra or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs)

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the

authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity. Not later than 10 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). The Parties, counsel for Plaintiff, Class Counsel and Defense Counsel agree not to use the information contained in the Exclusion List, including the names and identifying information of the Class Members included on that list, for any purpose other than for this Settlement and to keep that information confidential (i.e., not to be shared with any other individual or entity).
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be provided to Defense Counsel

and Class Counsel, and the evidence submitted, and the resolution of each such disputes shall be filed with the Court. The Court retains the authority to review any decision made by the Administrator regarding a dispute over Workweeks or Pay Periods.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator's Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

7.8.2 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly

Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.3 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make initial decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. However, all such disputes shall be filed with the Court, and the Court may review any decision made by the Administrator regarding a claim dispute.
- 7.8.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
8. **ESCALATOR CLAUSE.** Based on information reasonably available to it, Niterra has represented that the actual weeks worked by the Settlement Class during the Class Period is approximately 7,800 workweeks. If the number of workweeks worked by the Settlement Class during the Class Period is more than 10% greater than 7,800, Niterra shall increase the Gross Settlement Amount on a proportional basis that reflects the percentage over 10%.
9. **NITERRA'S RIGHT TO WITHDRAW.** If ten percent (10%) or more of the Class Members, or a number of Class Members whose Individual Settlement Payments represent ten percent (10%) or more of the total of all Individual Settlement Payments, validly elect not to participate in the Settlement, Niterra will have the right to rescind the Settlement, and the Settlement shall be void ab initio, will have no force or effect whatsoever, and neither Party will have any further obligation to perform under the Agreement, except that

if Niterra exercises the right to rescind, it will be responsible for payment of the Administration Expenses incurred through that time. Niterra must exercise this right within 15 days after the Settlement Administrator notifies the Parties of the Exclusion List, which the Settlement Administrator will do within 10 days after the deadline for submission of opt-outs.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the scheduled Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 10 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised to the Settlement, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to attempt to address the Court’s concerns. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 **Waiver of Right to Appeal.** The parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all appeals from the final approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiff and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Payment or the Class Counsel Fees or Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff or the Class to avoid the Settlement. Niterra’s payment obligation under the Settlement will be suspended pending an appeal of the Judgment.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to attempt to address the appellate court's concerns, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged

11. **AMENDED JUDGMENT.** If an amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Niterra that any of the allegations in the Operative Complaint have merit or that Niterra has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Niterra's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Niterra reserves the right to contest certification of any class for any reasons, and Niterra reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Niterra's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Niterra, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement as agreed by the Parties, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.7 No Tax Advice. Neither Plaintiff, Class Counsel, Niterra nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.12 Confidentiality.
- 12.12.1 Plaintiff and her attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff's attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the Motion for Preliminary

Approval, Plaintiff and her attorneys will not have any communication with anyone other than family members, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement and these persons will be instructed to keep the Settlement and its terms confidential. If, before the filing of the Motion for Preliminary Approval, Plaintiff or her attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Niterra may rescind the Settlement, rendering it null and void.

12.12.2 To the maximum extent permitted by law, all agreements made, and orders entered during the Action and in this or in connection with this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

- 12.13 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152 and in connection with the mediation, other settlement negotiations, or in connection with the Settlement or Agreement, including without limitation any and all copies and summaries of the Class Data, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Niterra unless, prior to the Court's discharge of the Administrator's obligation, Niterra makes a written request to Class Counsel for the return, rather than the destruction of, Class Data.
- 12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event that any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter:
- 12.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Settlement Class:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.

1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067

To Niterra:

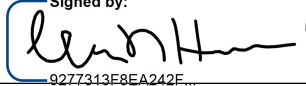
Amina Hassan
amina.hassan@hugheshubbard.com
HUGHES HUBBARD & REED LLP
One Battery Park Plaza, 17th Floor
New York, New York 10004

12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon signing this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

4/6/2025

Dated: April __, 2025

Signed by:

9277313E8EA242F...
Plaintiff Clara Hinson

Dated: April __, 2025

Defendant Niterra North America, Inc.

1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067

To Niterra:

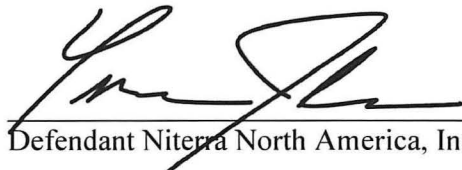
Amina Hassan
amina.hassan@hugheshubbard.com
HUGHES HUBBARD & REED LLP
One Battery Park Plaza, 17th Floor
New York, New York 10004

- 12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon signing this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

Dated: April __, 2025

Plaintiff Clara Hinson

Dated: April 4, 2025



Defendant Niterra North America, Inc.

Approved As to Content:

4/3/2025

Dated: April __, 2025

BOKHOUR LAW GROUP, P.C.

Signed by:

MEHRDAD BOKHOUR

D8D3643F271940E...

Mehrdad Bokhour

Attorneys for Plaintiff

4/3/2025

Dated: April __, 2025

FALAKASSA LAW, P.C.

DocuSigned by:

Joshua Falakassa

15A628B2C5A149C...

Joshua Falakassa

Attorneys for Plaintiff

Dated: April __, 2025

HUGHES HUBBARD & REED LLP

Amina Hassan

Attorneys for Niterra North America, Inc.

Approved As to Content:

Dated: April __, 2025

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour
Attorneys for Plaintiff

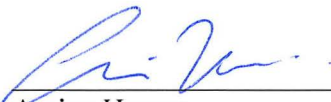
Dated: April __, 2025

FALAKASSA LAW, P.C.

Joshua Falakassa
Attorneys for Plaintiff

Dated: April 4, 2025

HUGHES HUBBARD & REED LLP



Amina Hassan
Attorneys for Niterra North America, Inc.

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

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

5 **5.2. Release by Participating Class Members Who Are Not PAGA Members**
 6 **[clean version of amended Section 5.2]**

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

21 **5.3. Release by PAGA Members [redlined version of Section 5.3]**

22 All PAGA Members release and discharge, on behalf of themselves and their respective
 23 former and present representatives, agents, attorneys, heirs, spouses, domestic partners,
 24 administrators, successors, and assigns, any and all claims for civil penalties under the California
 25 Private Attorneys General Act of 2004 ("PAGA") against Niterra and the Released Parties that
 26 were alleged in the applicable PAGA Notice(s) submitted to the LWDA and the Operative
 27 Complaint, ~~that reasonably could have been asserted~~ (the "Released PAGA Claims"). This
 28 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 **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.

25 **7.6 Challenges to Calculation of Workweeks [clean version of amended Section** 26 **7.6]**

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

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 disputes~~dispute, the Administrator shall be filed~~file 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

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

5 3.2.3 To the Administrator: **[redlined version of Section 3.2.3]**

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

10 3.2.3 To the Administrator: **[clean version of amended Section 3.2.3]**

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

15 4.2 Class Data **[redlined version of Section 4.2]**

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

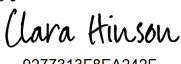
27 4.2 Class Data **[clean version of amended Section 4.2]**

28 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.