

1 YI-CHIN HO (SBN 204834)
2 yichin.ho@hugheshubbard.com
3 AMINA HASSAN (admitted *pro hac vice*)
4 amina.hassan@hugheshubbard.com
5 HUGHES HUBBARD & REED LLP
1999 Avenue of the Stars, 9th Floor
Los Angeles, California 90067-4620
Telephone: (213) 613-2800
Facsimile: (213) 613-2950

6 Attorneys for Defendant
7 NITERRA NORTH AMERICA, INC.

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

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

12 Plaintiff,

13 vs.

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

16 Defendants.

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

Assigned for all purposes to
the Hon. Melissa R. McCormick

Dept. CX104

**DECLARATION OF AMINA HASSAN
PURSUANT TO THE COURT'S
FEBRUARY 13, 2025 TENTATIVE
RULING**

Complaint Filed: August 20, 2023
First Amended Complaint Filed: December 5, 2023

DECLARATION OF AMINA HASSAN

I, Amina Hassan, declare as follows:

1. I am an attorney with the law firm of Hughes Hubbard & Reed LLP, attorneys in the above-titled action for defendant Niterra North America, Inc. (“Niterra”).

2. I make this declaration based upon my own personal knowledge, and if called as a witness could testify competently to the facts stated herein.

3. I submit this declaration pursuant to the Court’s February 13, 2025 Tentative Ruling, which directed the parties to “state in declarations filed with the court the impact of the settlement in this case on the case (*Valencia v. NGK SparkPlugs (U.S.A.), Inc.*, Case No. 2022-01244368).” That action is referred to herein as the “Valencia Class Action.”

4. A class certification motion has not yet been filed in the Valencia Class Action. Fact discovery is ongoing in that action, and this declaration is based on information currently available to defense counsel regarding that case.

5. The operative complaint in the Valencia Class Action is the First Amended Complaint (the “Valencia 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.

6. There is an overlap of claims between the Valencia Class Action and this action. Based on defense counsel’s review of the Valencia Complaint, this overlap consists of at least an overlap of the meal break and rest break claims in the two actions and any derivative claims based on those claims, including the claim for PAGA penalties. There is also an overlap between the alleged class period in the Valencia Class Action, which begins on February 7, 2018 and the settlement class action in this case, which is August 30, 2019 to July 19, 2024. Accordingly, if the amended class action settlement is approved in this action, insofar as any Participating Class Action Members (as defined in the Amended Settlement Agreement) are also purported class members in

1 the Valencia Class Action and any PAGA Members (as defined in the Amended Settlement
2 Agreement) also have claims for civil penalties under PAGA in this action, those individuals'
3 overlapping claims in the two actions will be fully resolved and released as part of the settlement in
4 this action.

5 7. As noted above, fact discovery, including class action discovery has not yet been
6 completed in the Valencia Class Action. Accordingly, the above assessment is subject to additional
7 information coming to light during discovery and to plaintiffs' counsel in the Valencia Class Action
8 defining the scope of their class claims, including during class certification and expert discovery.

9 8. Defendant and defense counsel are not aware of any additional class, representative
10 or other collective action in any other court that asserts claims similar to those asserted in this action.

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

13 Executed on April 7, 2025, in New York, New York.

14 

15 _____
Amina Hassan

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
4 of eighteen years and not a party to the within action; my business address is 1901 Avenue of
5 the Stars, Suite 920, Los Angeles, California 90067.

6 On April 7, 2024, I served the following document(s) described as **DECLARATION**
7 **OF AMINA HASSAN PURSUANT TO THE COURT'S FEBRUARY 13, 2025 TENTATIVE**
8 **RULING** on the interested parties in this action:

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

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

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

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

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

/ Carlos Garcia
Carlos Garcia