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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**

On August 28, 2025, the Court considered Plaintiff Clara Hinson’s (“Plaintiff”) Motion for Preliminary Approval of Class Action Settlement (“Plaintiff’s Motion”), the Declarations of Mehrdad Bokhour, Joshua Falakassa, and Clara Hinson in Support of Plaintiff’s Motion, the Class Action and PAGA Settlement Agreement (“Settlement Agreement” and/or “Settlement”), and the Notice of Proposed Class Action and PAGA Settlement (“Notice Packet”) and any amendments thereto and any other documents submitted in support of Plaintiff’s Motion. Having considered Plaintiff’s Motion, the accompanying declarations in support thereof, and all supporting legal authorities and documents, the Court ordered as follows:

IT IS HEREBY ORDERED THAT:

1. This Order incorporates by reference the definitions in the Amended Class Action and PAGA Settlement Agreement (as amended by the August 14, 2025 Amendment to Amended Class Action and PAGA Settlement Agreement, the “Settlement Agreement), attached hereto as **Exhibit “A”** and Notice Packet attached hereto as **Exhibit “B,”** and the certified Spanish translation of the Notice Packet, attached hereto as **Exhibit “C”** and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

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

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

4. The Court hereby preliminarily approves the proposed Settlement upon the terms and conditions set forth in the Settlement Agreement. The Court finds that on a preliminary basis, the Settlement appears to be within the reasonableness range of a settlement that could ultimately be given final approval by the Court. It appears to the Court on a preliminary basis that the Settlement Amount is fair, adequate, and reasonable and in the best interests of all potential Settlement Class

1 Members when balanced against the probable outcome of further litigation relating to liability and
2 damages issues. It further appears that extensive and costly investigation and research have been
3 conducted such that counsel for the parties at this time can reasonably evaluate their respective
4 positions. It further appears to the Court that the Settlement at this time will avoid substantial
5 additional costs by all parties, as well as the delay and risks that the further prosecution of the Action
6 would present. It further appears that the Settlement has been reached due to intensive, non-collusive,
7 arms-length negotiations utilizing an experienced mediator.

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

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

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

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

24 9. The Court confirms ILYM Group, Inc. as the Settlement Administrator, and payment
25 of Settlement Administration Costs, not to exceed \$7,750 out of the Settlement Amount for services
26 rendered on behalf of the Settlement Class Members. The Settlement Administrator is ordered to
27 carry out its settlement administration duties pursuant to the terms of the Settlement Agreement. The
28 Settlement Administrator shall prepare and submit to Class Counsel and Defendant's Counsel a

1 declaration attesting to the completion of the notice process as set forth in the Settlement Agreement,
2 including an explanation of efforts to resend any Notice Packet returned as undeliverable and the total
3 number disputes received before and after the response deadline, the total number of opt-outs and
4 objections received before and after the deadline.

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

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

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

17 13. The deadline to submit a Request for Exclusion (“opt out”) from the Settlement shall
18 be sixty (60) calendar days after the Settlement Administrator mails the Class Notice, plus an
19 additional fourteen (14) calendar days for Settlement Class Members whose Class Notice is re-
20 mailed. Any Settlement Class Member who wishes to be excluded from the Settlement must submit
21 a written and signed Request for Exclusion to the Settlement Administrator via mail, fax, or email in
22 accordance with the procedures set forth in the Settlement Agreement and Class Notice. To be valid,
23 the Request for Exclusion must include the full name, address, telephone number, last four digits of
24 the Social Security number, and signature of the Settlement Class Member, and the following
25 statement (or a statement with substantially similar wording): “I WISH TO BE EXCLUDED FROM
26 THE SETTLEMENT CLASS IN THE HINSON V. NITERRA LAWSUIT. I UNDERSTAND
27 THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT
28 RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS

1 LAWSUIT.” A Request for Exclusion must be faxed, emailed, or postmarked by the Response
2 Deadline to be valid. All individuals who properly and timely exclude themselves from the Settlement
3 will be deemed Non-Participating Class Members, shall not be entitled to an Individual Class
4 Payment, shall have no rights with respect to the Settlement as to the Class Claims, shall have no
5 interest in the Settlement proceeds allocated to the Class Claims, and shall have no standing to object
6 to the Settlement. However, Non-Participating Class Members who are also PAGA Members will
7 remain bound by the Release of PAGA Claims and will receive their Individual PAGA Payment
8 regardless of whether they exclude themselves from the Class Claims.

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

21 15. The deadline for filing objections to any of the terms of the Settlement, as provided
22 for in Paragraph 7.7.1 of the Settlement Agreement, shall be 60 calendar days from the date of mailing
23 of the Notice Packet (plus an additional 14 days for Settlement Class Members whose Class Notice
24 is re-mailed). Any Settlement Class Member, who does not opt-out of the Settlement, who wishes to
25 object to the Settlement must serve a timely written objection on the Settlement Administrator, who
26 will email a copy of the objection to Class Counsel and counsel for Defendant. Class Counsel will
27 submit a copy of the objection to the Court. Any such objection shall include the full name, address,
28 telephone number, case number and a concise statement of objections. Any Settlement Class Member

1 may appear at the Final Approval Hearing and verbally object or be heard whether or not they have
2 filed a written objection.

3 16. Any Settlement Class Member who does not submit a timely and valid Request for
4 Exclusion will be deemed a Participating Settlement Class Member and will be entitled to receive an
5 Individual Settlement Amount based upon the allocation formula described in the Settlement
6 Agreement. However, Settlement Class Members may not object to or opt-out of the Settlement with
7 respect to the Release of the PAGA Claims and Settlement Class Members who opt out of the Release
8 of Class Claims will still be paid their allocation of the PAGA Payment and will be bound by the
9 Release of PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion
10 from the Release of Class Claims.

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

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

17 TBD	Preliminary Approval (PA) hearing
18 <i>(within 7 business days after notice of</i> 19 <i>entry of Order Granting Preliminary</i> 20 <i>Approval)</i>	Deadline for Defendant to send Class Data to Settlement Administrator
21 <i>(within 15 calendar days after receipt</i> 22 <i>of Class Data)</i>	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members.
23 <i>(60 calendar days after mailing the</i> 24 <i>Notice Packet, plus an additional 14</i> 25 <i>calendar days for Settlement Class</i> 26 <i>Members whose Class Notice is re-</i> 27 <i-mailed)< i=""></i-mailed)<>	Deadline for Settlement Class Members to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to that Settlement Class Member in the Class Notice
28 <i>60 calendar days after mailing the</i> <i>Notice Packet, plus an additional 14</i> <i>calendar days for Settlement Class</i> <i>Members whose Class Notice is re-</i> <i-mailed< i=""></i-mailed<>	Deadline for Settlement Class Members to submit Requests for Exclusion and Objections to the Settlement.
16 court days before the Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for

	award of attorneys' fees, costs and Service Payment.
9 court days before the Final Approval 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.
5 court days before the final approval hearing	Deadline for filing of any written reply to opposition to Motion for Final Approval of Settlement.
_____ at 2:00 p.m.	Final Approval Hearing
Within 15 calendar days after the Effective Date	Defendant to deliver court approved funds to Settlement Administrator
No later than 10 calendar days after the deposit of funds from Defendant	Settlement Administrator to issue checks

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

20. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to Settlement Class Members. In the event that the Settlement does not receive final approval or the Effective Date of the Settlement does not occur for any reason, this Order, the Settlement, and the Settlement Agreement shall be rendered null and void and shall be vacated. Further, the fact that the parties were willing to stipulate to certification of a class for settlement purposes shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context, and the parties to the Settlement shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of the Settlement Agreement. If the Court grants Final Approval, 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, each Participating Class Member, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns, shall conclusively be deemed to

1 have fully, finally, and forever released and discharged the Participating Class Members' Released
2 Claims (as defined in the Settlement Agreement) against Defendant and the Released Parties.
3 Similarly, effective on the date when Niterra fully funds the entire Gross Settlement Amount and
4 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, each
5 PAGA Member, on behalf of themselves and their respective former and present representatives,
6 agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns, shall
7 conclusively be deemed to have fully, finally, and forever released and discharged the Released
8 PAGA Claims (as defined in the Settlement Agreement) against Defendant and the Released Parties.
9 Further, effective on the date when Niterra fully funds the entire Gross Settlement Amount and funds
10 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
11 Participating Class Members and their successors, or anyone purporting to make a claim on their
12 behalf or derivative of their claims, shall be permanently enjoined and forever barred from asserting
13 any Participating Class Members' Released Claims against Defendant and the Released Parties.
14 Likewise, all PAGA Members and their successors, or anyone purporting to make a claim on their
15 behalf or derivative of their claims, shall be permanently enjoined and forever barred from asserting
16 any Released PAGA Claims against Defendant and the Released Parties.

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

19
20 **IT IS SO ORDERED.**

21 DATED: _____, 2025

22 HON. MELISSA R. MCCORMICK
23 JUDGE OF THE SUPERIOR COURT
24
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26
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EXHIBIT “A”

AMENDMENT TO AMENDED CLASS AND PAGA SETTLEMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.43 Response Deadline [redlined version of Section 1.43]

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

1.43 Response Deadline [clean version of amended Section 1.43]

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

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

7 **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 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

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

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

An Administrator Expenses Payment not to exceed ~~\$8,000~~\$7,750 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment of less than ~~\$87,000~~\$750, the Administrator will retain the remainder in the Net Settlement Amount.

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

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

4.2 Class Data [redlined version of Section 4.2]

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

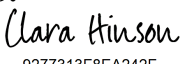
4.2 Class Data [clean version of amended Section 4.2]

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

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

APPROVAL AND EXECUTION BY PARTIES:

8/13/2025
Dated: August __, 2025

Signed by:

9277313F8EA242F...
Plaintiff Clara Hinson

Dated: August __, 2025

Defendant Niterra North America, Inc.

Approved As to Content:

8/13/2025
Dated: August __, 2025

BOKHOUR LAW GROUP, P.C.

Signed by:

D8D3643F271940F...
Mehrdad Bokhour
Attorneys for Plaintiff

8/13/2025
Dated: August __, 2025

FALAKASSA LAW, P.C.

DocuSigned by:

15A628B2C5A149C...
Joshua Falakassa
Attorneys for Plaintiff

Dated: August __, 2025

HUGHES HUBBARD & REED LLP

Amina Hassan
Attorneys for Niterra North America, Inc.

1 **APPROVAL AND EXECUTION BY PARTIES:**

2 Dated: August __, 2025

3 _____
Plaintiff Clara Hinson

4
5 Dated: August 14, 2025

6 
7 _____
Defendant Niterra North America, Inc.

8 **Approved As to Content:**

9 Dated: August __, 2025

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

11 _____
Mehrdad Bokhour
12 Attorneys for Plaintiff

13
14 Dated: August __, 2025

15 **FALAKASSA LAW, P.C.**

16 _____
Joshua Falakassa
17 Attorneys for Plaintiff

18
19 Dated: August 14, 2025

20 **HUGHES HUBBARD & REED LLP**

21 
22 _____
Amina Hassan
23 Attorneys for Niterra North America, Inc.

EXHIBIT “B”

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

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

(Clara Hinson v. Niterra North America, Inc., Case No. 30-2023-01345470-CU-OE-CXC)

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action and PAGA lawsuit (“Action”) against Niterra North America, Inc. (“Niterra”) for alleged wage and hour violations. The Action was filed by a former Niterra employee, Clara Hinson (“Plaintiff”) and seeks payment of (1) back wages, statutory penalties, and interest for a class of non-exempt hourly workers who work or worked for Niterra in California during the Class Period (August 30, 2019 to August 17, 2024) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly workers who work or worked for Niterra in California during the PAGA Period (August 30, 2022 to August 17, 2024) (“PAGA Members”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Niterra to fund Individual Class Payments, and (2) a PAGA Settlement requiring Niterra to fund Individual PAGA Payments and to make a payment to the California Labor and Workforce Development Agency (“LWDA”).

Based on Niterra’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Niterra’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Niterra’s records showing that **you worked approximately_____workweeks** during the Class Period and **you worked approximately_____pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Niterra to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Niterra.

If you worked for Niterra during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Niterra.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Niterra. You cannot opt-out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA member, remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

Niterra will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Niterra that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Niterra must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked are based on or estimated from Niterra’s records and are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Niterra employee. The Action accuses Niterra of violating California labor laws, 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”). Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. (“Class Counsel.”)

Niterra strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Niterra or Plaintiff is correct on the merits. In the meantime, Plaintiff and Niterra hired an experienced, neutral mediator in an effort to

resolve the Action by negotiating an agreement to settle the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Niterra have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Niterra does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Niterra has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Niterra Will Pay \$375,000 as the Gross Settlement Amount (Gross Settlement). Niterra has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Niterra will fund the Gross Settlement not more than 15 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$125,000 (33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$ 7,750 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment

and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Niterra are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Niterra will separately pay employer payroll taxes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.
Although Plaintiff and Niterra have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor, at your own expense, if you have any questions about the tax consequences of the proposed Settlement.
5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. An Exclusion Form is enclosed with this Notice for your convenience. To request exclusion, you must submit a complete and signed Exclusion Form or a written and signed letter requesting exclusion. If you do not use the Exclusion Form, your request must include your full name, present mailing address, telephone number, social security number and the following statement electing to be excluded from the Class Settlement (or a clear statement with substantially similar wording) (“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE HINSON V. NITERRA LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE

CLASS CLAIMS IN THIS LAWSUIT”).

Your completed and signed Exclusion Form or written request must be submitted to the Administrator by [Response Deadline] via any of the following methods:

- By Mail: [Settlement Administrator’s mailing address]
- By Fax: [Settlement Administrator’s fax number]
- By Email: [Settlement Administrator’s email address]

Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Niterra.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Niterra based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Niterra have agreed that, in either case, the Settlement will be void: Niterra will not pay any money and Class Members will not release any claims against Niterra.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Niterra has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns, any and all claims against Niterra and the Released Parties that were or reasonably could have been asserted in this lawsuit based on the facts alleged in the Operative Complaint (the “Participating Class Members’ Released Claims”). Such released claims are claims for: failure to pay all minimum wages; failure to pay all overtime wages; failure to calculate any

wages based on the regular rate of pay (including sick time or any other time off that must be paid based on the regular rate of pay); meal period violations; rest period violations; wage statement violations; failure to timely pay all final wages; expenses, statutory penalties, civil penalties, or other relief under the California Labor Code; relief from unfair competition under California Business and Professions Code section 17200 et seq.; attorneys' fees and costs; and interest. Expressly excluded from this release are any claims for workers' compensation benefits, unemployment insurance benefits, and any other such claims that cannot be released by law.

10. PAGA Members' PAGA Release. After the Court's judgment is final, and Niterra has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting PAGA claims against Niterra, whether or not they exclude themselves from the Settlement.

The PAGA Members' Releases for Participating and Non-Participating Class Members are as follows:

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.

PAGA Members are bound by the terms of the PAGA release above even if they do not cash their checks from the Administrator.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, based on Niterra's records, are stated on the first page of this Notice.

You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

Supporting Documentation Required:

You must support your challenge by submitting copies of pay stubs or other records showing the correct number of Workweeks and/or Pay Periods. The Administrator will presume that Niterra's records are accurate unless you submit copies of documents containing contrary information. Please send copies rather than originals, as documents will not be returned.

Challenge Review Process:

The Administrator will review your submission, including any evidence submitted in support thereof, and may request input from Class Counsel (who will advocate for Participating Class Members) and Niterra's Counsel before making an initial determination.

The Administrator's decision is not final. All Workweek and/or Pay Period challenges, along with any supporting documentation and the Administrator's initial determination, will be filed with the Court, which retains the authority to review any decision made by the Administrator regarding a challenge, and, if necessary, to modify or overturn it.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. At least 16 days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation

expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) _____ or the Court's website _____ (url) _____.

An Objection Form is enclosed with this Notice for your convenience.

Your Objection Form or written objection must be submitted to the Administrator no later than [Objection Deadline] via any of the following methods:

- By Mail: [Settlement Administrator's mailing address]
- By Fax: [Settlement Administrator's fax number]
- By Email: [Settlement Administrator's email address]

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object. The deadline for sending written objections to the Administrator is_____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Clara Hinson v. Niterra North America, Inc.*, Case No. 30-2023-01345470-CU-OE-CXC, and include your name, current address, telephone number, and approximate dates of employment for Niterra and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

7. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing _____ at _____ (time) in Department CX104 of the Orange County Superior Court, located at Civil Complex Center Courthouse, 751 W. Santa Ana Blvd, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. You can attend (or hire a lawyer, at your own expense, to attend) either personally or virtually via Zoom (<https://acikiosk.azurewebsites.us/advisement?dept=CX104/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

8. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Niterra and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) _____'s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.occourts.org/online-services/case-access>) and entering the Case Number for the Action, Case No. 30-2023-01345470-CU-OE-CXC.

The Final Approval Order and Judgment will be posted on the Administrator's website for at least 180 days.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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 310-975-1493
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Settlement Administrator:

ILYM Group, Inc.
P.O. Box 2031
Tustin, California 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email:
claims@ilymgroup.com

9. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

10. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT “C”

**TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
CONDADO DE ORANGE**

**NOTIFICACIÓN APROBADA POR EL TRIBUNAL SOBRE UN ACUERDO EN UNA DEMANDA
COLECTIVA Y PAGA FECHA DE AUDIENCIA PARA SU APROBACIÓN FINAL DEL TRIBUNAL**
(*Clara Hinson v. Niterra North America, Inc.*, Expediente N° 30-2023-01345470-CU-OE-CXC)

*El Tribunal Superior del Estado de California ha autorizado la emisión de la presente notificación. Se
recomienda su lectura detalladamente.*

***Esta comunicación no constituye publicidad, promoción, solicitud de servicios legales ni correspondencia no
deseada. Asimismo, usted no ha sido demandado.***

Usted podría ser elegible para recibir una compensación monetaria derivada de una acción colectiva y PAGA interpuesta contra Niterra North America, Inc. (en adelante, "Niterra"), en virtud de presuntas infracciones en materia de salarios y horarios laborales. Dicha acción colectiva (en adelante, la "Demanda") fue iniciada por una ex empleada de Niterra, Clara Hinson (en adelante, la "Demandante"), y persigue el resarcimiento de (1) salarios adeudados, multas legales e intereses a favor de un grupo de trabajadores por hora no exentos que actualmente laboran o laboraron para Niterra en el estado de California durante el período comprendido entre el 30 de agosto de 2019 y el 17 de agosto de 2024 (en adelante, los "Miembros de la Demanda Colectiva"), y (2) la imposición de sanciones conforme a lo establecido en la Ley de Abogados Privados de California ("PAGA", por sus siglas en inglés), aplicables a todos los trabajadores por hora no exentos que desempeñaron o desempeñan funciones para Niterra en California dentro del período comprendido entre el 30 de agosto de 2022 y el 17 de agosto de 2024 (en adelante, los "Miembros de PAGA").

El Acuerdo propuesto se compone de dos elementos fundamentales: (1) un Acuerdo relativo a la Demanda Colectiva, en virtud del cual Niterra se obliga a financiar los Pagos Individuales correspondientes a los Miembros de la Demanda Colectiva, y (2) un Acuerdo conforme a la PAGA, que impone a Niterra la obligación de sufragar los Pagos Individuales destinados a los Miembros de PAGA, así como de efectuar un pago a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA", por sus siglas en inglés).

Con base en los registros de Niterra y las estimaciones actuales de las Partes, **se calcula que el monto de su Pago Individual correspondiente a la Demanda Colectiva asciende a \$ [REDACTED] (menos las retenciones aplicables), mientras que su Pago Individual bajo la PAGA se estima en \$ [REDACTED]**. No obstante, la cantidad final que usted reciba podrá variar, ya que dependerá de diversos factores. En caso de que no se indique un monto para su Pago Individual bajo la PAGA, ello significa que, conforme a los registros de Niterra, usted no reúne los requisitos para recibir dicho pago en virtud del Acuerdo, dado que no prestó servicios durante el Período cubierto por la PAGA.

Las estimaciones previamente indicadas se fundamentan en los registros de Niterra, los cuales reflejan que **usted trabajó aproximadamente [REDACTED] semanas laborales** durante el Período de la Demanda Colectiva y **aproximadamente [REDACTED] periodos de pagos** durante el Período cubierto por la PAGA. En caso de que usted considere haber laborado un número mayor de semanas y/o periodos de pagos en cualquiera de dichos períodos, tiene la opción de presentar una impugnación antes de la fecha límite establecida. Para más información sobre este procedimiento, consulte la Sección 4 de la presente Notificación.

El Tribunal ha otorgado su aprobación preliminar al Acuerdo propuesto y ha autorizado la emisión de la presente Notificación. No obstante, aún no ha emitido una decisión definitiva sobre la aprobación final del Acuerdo. Es importante que tome en cuenta que sus derechos legales pueden verse afectados, independientemente de que adopte o no alguna medida al respecto. Por ello, se le insta a leer detenidamente esta Notificación, ya que se presumirá que ha comprendido su contenido en su totalidad. En la Audiencia de

Aprobación Final, el Tribunal evaluará si procede conceder la aprobación definitiva del Acuerdo, así como la distribución de los fondos destinados al Demandante y a los abogados que lo representan (en adelante, los "Abogados del Colectivo"). Asimismo, determinará si emite una sentencia que obligue a Niterra a efectuar los pagos establecidos en el Acuerdo y disponga que los Miembros de la Demanda Colectiva y los Miembros bajo la PAGA renuncien a su derecho a presentar determinadas reclamaciones en contra de Niterra.

Si trabajó para Niterra durante el Período de la Demanda Colectiva y/o el Período cubierto por la PAGA, usted tiene dos opciones básicas bajo este Acuerdo:

- (1) **No tomar ninguna acción.** Usted no está obligado a tomar ninguna acción para formar parte del Acuerdo propuesto y ser considerado elegible para recibir un Pago Individual en el marco de la Demanda Colectiva y/o un Pago Individual conforme a la PAGA. No obstante, al aceptar su condición de Miembro Participante de la Demanda Colectiva, usted renunciará expresamente a su derecho de presentar reclamaciones relacionadas con salarios correspondientes al Período cubierto por la Demanda Colectiva, así como a interponer reclamaciones por sanciones derivadas del Período cubierto por la PAGA en contra de Niterra.
- (2) **Exclusión voluntaria del Acuerdo de la Demanda Colectiva.** Usted tiene la opción de excluirse del Acuerdo de la Demanda Colectiva mediante la presentación de una Solicitud de Exclusión por escrito o notificando su decisión por escrito al Administrador. Si decide no participar en el Acuerdo, no recibirá un Pago Individual derivado de la Demanda Colectiva. No obstante, conservará su derecho a interponer personalmente reclamaciones salariales correspondientes al Período cubierto por la Demanda Colectiva en contra de Niterra. Cabe señalar que no es posible excluirse de la parte del Acuerdo correspondiente a la PAGA. Por lo tanto, si usted es un Miembro bajo la PAGA, continuará siendo elegible para recibir un Pago Individual bajo la PAGA, independientemente de que haya decidido excluirse del Acuerdo de la Demanda Colectiva.

Niterra no tomará represalias contra usted por cualquier acción que tome con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No tiene que tomar acción alguna para participar en el Acuerdo.	Si no toma ninguna acción, será considerado automáticamente un Miembro Participante de la Demanda Colectiva y, en consecuencia, será elegible para recibir un Pago Individual derivado de la Demanda Colectiva, así como un Pago Individual bajo la PAGA, en caso de que corresponda. A cambio, usted renunciará expresamente a su derecho de presentar reclamaciones salariales en contra de Niterra que estén comprendidas dentro del alcance del presente Acuerdo (en adelante, las "Reclamaciones Exoneradas").
Puede optar por no participar en el Acuerdo de la Demanda Colectiva, pero no en el Acuerdo de PAGA. La fecha límite de exclusión es [REDACTED].	Si usted no desea participar plenamente en el Acuerdo propuesto, tiene la opción de excluirse del Acuerdo de la Demanda Colectiva mediante el envío de una Solicitud de Exclusión por escrito al Administrador. Al hacerlo, será considerado un Miembro No Participante de la Demanda Colectiva y, en consecuencia, perderá el derecho a recibir un Pago Individual derivado de la Demanda Colectiva. Asimismo, los Miembros No Participantes de la Demanda Colectiva no tendrán la facultad de objetar ninguna de las disposiciones del Acuerdo propuesto. Consulte la Sección 6 de la presente Notificación. Usted no tiene la opción de excluirse de la parte del Acuerdo correspondiente a la PAGA. En virtud de lo dispuesto en el Acuerdo propuesto, Niterra está obligada a realizar los Pagos Individuales bajo la PAGA a todos los Miembros

	bajo la PAGA, quienes, a su vez, deberán renunciar a su derecho de interponer las Reclamaciones Exoneradas, según se definen más adelante.
Los Miembros Participantes de la Demanda Colectiva pueden objetar el Acuerdo de la Demanda Colectiva, pero no el Acuerdo bajo la PAGA. Las objeciones por escrito deben ser presentadas a más tardar el [REDACTED].	Todos los Miembros de la Demanda Colectiva que no hayan optado por excluirse del Acuerdo (en adelante, los "Miembros Participantes de la Demanda Colectiva") tienen el derecho de objetar cualquier aspecto del Acuerdo propuesto. Como parte del proceso de aprobación final, el Tribunal determinará el monto que se asignará a los Abogados del Colectivo, así como la cantidad que se otorgará al Demandante en reconocimiento por haber interpuesto la Demanda en representación del Colectivo. Usted no tiene ninguna responsabilidad personal de efectuar pagos a los Abogados del Colectivo ni al Demandante; sin embargo, debe considerar que cualquier cantidad asignada a dichos conceptos reducirá el monto total disponible para los Miembros Participantes de la Demanda Colectiva. En caso de que considere que las sumas solicitadas por los Abogados del Colectivo o por el Demandante no son razonables, tiene el derecho de presentar una objeción. Consulte la Sección 7 de la presente Notificación.
Puedes participar en el [REDACTED]. Audiencia de Aprobación Final	La Audiencia de Aprobación Final ante el Tribunal está programada para el [REDACTED]. Su asistencia no es obligatoria; sin embargo, usted tiene el derecho de comparecer si así lo desea, ya sea personalmente o mediante la representación de un abogado de su elección, cuyo costo deberá asumir por su cuenta. Asimismo, podrá asistir a la audiencia de forma remota, ya sea por teléfono o a través de la plataforma de comparecencia virtual habilitada por el Tribunal. Durante la Audiencia de Aprobación Final, los Miembros Participantes de la Demanda Colectiva tendrán la oportunidad de presentar verbalmente objeciones al Acuerdo. Consulte la Sección 8 de la presente Notificación.
Puede objetar el cálculo de sus semanas laborales y/o períodos de pago. Las objeciones escritas deben ser presentadas a más tardar el [REDACTED].	El monto de su Pago Individual derivado de la Demanda Colectiva y, en su caso, el Pago bajo la PAGA, dependerá del número de semanas laborales en las que haya trabajado al menos un día durante el Período cubierto por la Demanda Colectiva, así como del número de Períodos de Pago en los que haya trabajado al menos un día dentro del Período cubierto por la PAGA. El número de Semanas Laborales correspondientes al Período cubierto por la Demanda Colectiva y el número de Períodos de Pago del Período cubierto por la PAGA han sido determinados con base en los registros de Niterra o estimados a partir de ellos, y se encuentran especificados en la primera página de la presente Notificación. Si usted no está de acuerdo con los datos indicados, tiene el derecho de presentar una objeción conforme al procedimiento establecido en la Sección 4 de esta Notificación.

1. ¿DE QUÉ SE TRATA LA DEMANDA?

El Demandante, ex empleado de Niterra, ha interpuesto una Demanda en la que acusa a Niterra de presuntas violaciones a las leyes laborales del estado de California. En concreto, la acción legal plantea reclamaciones en contra de Niterra basadas en las siguientes alegaciones: (1) falta de pago del salario mínimo; (2) omisión en el pago de salarios por horas extras; (3) incumplimiento en el pago de salarios por enfermedad; (4) omisión en la provisión de períodos de comida; (5) falta de otorgamiento de períodos de descanso; (6) incumplimiento en la entrega de declaraciones salariales detalladas y precisas; (7) falta de pago de la totalidad de los salarios adeudados al momento de la separación del empleo; y (8) violación de la Ley de Competencia Desleal de California ("UCL", por sus siglas en inglés). Asimismo, con fundamento en las mismas alegaciones, el Demandante ha presentado una reclamación de sanciones civiles conforme a lo establecido en la Ley de Abogados Privados de California (Código Laboral §§ 2698 y siguientes) ("PAGA", por sus siglas en inglés). El Demandante cuenta con representación legal en esta Demanda, proporcionada por los abogados Mehrdad

Bokhour, del despacho Bokhour Law Group, P.C., y Joshua S. Falakassa, de Falakassa Law, P.C. (en adelante, los "Abogados del Colectivo").

Por su parte, Niterra rechaza categóricamente haber incurrido en cualquier violación legal o en el impago de salarios, sosteniendo que ha cumplido plenamente con todas las disposiciones legales aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA RESUELTO?

Hasta la fecha, el Tribunal no ha emitido una determinación sobre la validez de las reclamaciones presentadas por el Demandante ni sobre la defensa sostenida por Niterra. No obstante, con el fin de evitar la incertidumbre, el tiempo y los costos asociados a un litigio prolongado, ambas partes optaron por recurrir a un mediador neutral y con amplia experiencia para intentar alcanzar una solución negociada. Las negociaciones resultaron exitosas, y como consecuencia, el Demandante y Niterra celebraron un acuerdo formal y detallado por escrito (en adelante, el "Acuerdo"). Asimismo, acordaron presentar conjuntamente una solicitud al Tribunal para que emita una sentencia que ponga fin a la Demanda y garantice el cumplimiento de los términos del Acuerdo. El Acuerdo propuesto constituye un compromiso entre las partes respecto de reclamaciones en disputa y está sujeto a la aprobación final del Tribunal. Niterra, al aceptar la resolución del caso mediante un acuerdo, no reconoce haber incurrido en ninguna violación ni admite la validez de las reclamaciones formuladas en su contra.

El Demandante y los Abogados del Colectivo consideran firmemente que el Acuerdo propuesto representa una solución favorable para usted, ya que estiman que: (1) Niterra ha aceptado pagar una suma equitativa, razonable y adecuada, tomando en cuenta la solidez de las reclamaciones presentadas, así como los riesgos e incertidumbres inherentes a un litigio prolongado; y (2) el Acuerdo beneficia a los Miembros de la Demanda Colectiva y a los Miembros bajo la PAGA. El Tribunal, tras una evaluación preliminar, ha determinado que el Acuerdo propuesto es justo, razonable y adecuado, motivo por el cual ha autorizado la emisión de la presente Notificación y ha programado una audiencia para decidir sobre su Aprobación Final.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. Niterra se ha comprometido a pagar la suma total de \$375,000 como Monto Bruto del Acuerdo (en adelante, el "Acuerdo Bruto"). Dicho monto será depositado en una cuenta administrada por el Administrador del Acuerdo, quien se encargará de distribuir los fondos conforme a los términos establecidos. El Acuerdo Bruto será utilizado para cubrir los siguientes conceptos: los Pagos Individuales de la Demanda Colectiva, los Pagos Individuales bajo la PAGA, el Pago por el Servicio de Representación del Colectivo, los honorarios y gastos legales de los Abogados del Colectivo, los costos administrativos asociados a la gestión del Acuerdo y las multas que deberán ser abonadas a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California ("LWDA", por sus siglas en inglés). En caso de que el Tribunal otorgue la Aprobación Final del Acuerdo, Niterra deberá financiar el Acuerdo Bruto en un plazo máximo de 15 días posteriores a la fecha en que la Sentencia dictada por el Tribunal adquiera firmeza. La Sentencia se considerará definitiva en la fecha en que sea emitida por el Tribunal o, en su caso, en una fecha posterior si los Miembros Participantes de la Demanda Colectiva presentan objeciones al Acuerdo propuesto o si se interpone una apelación en contra del Fallo.
2. Deducciones aprobadas por el tribunal del Acuerdo Bruto. En la Audiencia de Aprobación Final, el Demandante y/o los Abogados del Colectivo solicitarán al Tribunal la aprobación de las siguientes deducciones del Acuerdo Bruto, cuyos montos serán determinados por el Tribunal durante dicha audiencia:
 - A. Hasta \$125,000 (equivalente al 33% del Acuerdo Bruto) en concepto de honorarios para los Abogados del Colectivo, así como hasta \$25,000 adicionales para cubrir los gastos de litigio en los que hayan incurrido. Hasta la fecha, los Abogados del Colectivo han trabajado en la Demanda

y han asumido todos los costos asociados sin haber recibido compensación alguna.

- B. Hasta \$10,000 como Pago por Representación del Colectivo, otorgado al Demandante en reconocimiento a su labor al presentar la Demanda, colaborar con los Abogados del Colectivo y representar los intereses del Colectivo. Este pago será la única compensación adicional que recibirá el Demandante, aparte de su Pago Individual derivado de la Demanda Colectiva y de cualquier Pago Individual bajo la PAGA al que tenga derecho.
- C. Hasta \$7,750 destinados al Administrador por los servicios prestados en la administración del Acuerdo.
- D. Hasta \$20,000 en concepto de multas bajo la PAGA, de los cuales el 75% se asignará al pago correspondiente a la LWDA y el 25% restante se distribuirá entre los Miembros bajo la PAGA como parte de sus Pagos Individuales bajo la PAGA, en función de los períodos de pago que hayan trabajado dentro del período cubierto por la PAGA.

Los Miembros Participantes de la Demanda Colectiva tienen el derecho de presentar objeciones a cualquiera de estas deducciones. El Tribunal evaluará todas las objeciones presentadas.

- 3. Monto Neto del Acuerdo distribuido a los Miembros de la Demanda Colectiva. Después de aplicar las deducciones previamente mencionadas en los montos aprobados por el Tribunal, el Administrador procederá a distribuir el remanente del Acuerdo Bruto (en adelante el "Acuerdo Net"). Esta cantidad será destinada exclusivamente a los Miembros Participantes de la Demanda Colectiva mediante la asignación de Pagos Individuales de la Demanda Colectiva, los cuales serán calculados en función del número de Semanas Laborales trabajadas por cada miembro durante el Período cubierto por la Demanda Colectiva.
- 4. Impuestos adeudados sobre los pagos a los Miembros de la Demanda Colectiva. El Demandante y Niterra han solicitado al Tribunal la aprobación de una asignación específica para los Pagos Individuales de la Demanda Colectiva, en la cual el 20% de cada pago será clasificado como salarios imponibles (la "Porción Salarial") y el 80% restante se designará como intereses y multas (la "Porción No Salarial"). La Porción Salarial estará sujeta a las retenciones fiscales correspondientes y será reportada en los formularios W-2 del IRS. Además, Niterra asumirá de manera independiente el pago de los impuestos sobre la nómina del empleador asociados con dicha porción. Por su parte, los Pagos Individuales bajo la PAGA serán considerados exclusivamente como multas a efectos fiscales y no como salarios. El Administrador del Acuerdo reportará los Pagos Individuales bajo la PAGA, así como la Porción No Salarial de los Pagos Individuales de la Demanda Colectiva, mediante la emisión de formularios 1099 del IRS.

Si bien el Demandante y Niterra han acordado estas asignaciones fiscales, ninguna de las partes brinda asesoramiento sobre la posible carga tributaria derivada de los pagos recibidos en virtud del Acuerdo propuesto. Usted es el único responsable de cumplir con sus obligaciones fiscales, incluyendo el pago de cualquier impuesto adeudado, así como de cualquier multa o interés aplicable en caso de impuestos atrasados. En caso de dudas sobre las implicaciones fiscales del Acuerdo propuesto, se recomienda consultar con un asesor fiscal independiente, cuyo costo deberá asumir por su cuenta.

- 5. Necesidad de cobrar cheques de pago con prontitud. El anverso de cada cheque emitido en concepto de Pagos Individuales de la Demanda Colectiva y Pagos Individuales bajo la PAGA indicará la fecha de vencimiento del mismo (en adelante, la "Fecha de Nulidad"). Si usted no cobra el cheque antes de dicha fecha, este será cancelado automáticamente, y los fondos correspondientes serán transferidos al Fondo de Propiedad No Reclamada del Contralor de California a su nombre.

En caso de que los fondos de su cheque sean remitidos al Fondo de Propiedad No Reclamada del

Contralor, deberá consultar las normas y procedimientos establecidos por dicha entidad para conocer los requisitos y pasos necesarios para recuperar su dinero.

6. Solicitudes de Exclusión del Acuerdo de la Demanda Colectiva (Exclusión Voluntaria). Usted será considerado un Miembro Participante de la Demanda Colectiva y, por lo tanto, formará parte plenamente del Acuerdo, a menos que notifique por escrito al Administrador su decisión de excluirse, a más tardar el [REDACTED]. Se incluye un Formulario de Exclusión con este Aviso para tu conveniencia. Para solicitar la exclusión, debes enviar un Formulario de Exclusión completo y firmado o una carta escrita y firmada solicitando la exclusión. Si no utilizas el Formulario de Exclusión, tu solicitud debe incluir tu nombre completo, dirección postal actual, número de teléfono, número de seguro social y la declaración siguiente eligiendo ser excluido del Acuerdo de la Clase (o una declaración clara con una redacción sustancialmente similar) (“DESEO SER EXCLUIDO DEL GRUPO DEL ACUERDO EN LA DEMANDA HINSON V. NITERRA. ENTIENDO QUE SI SOLICITO SER EXCLUIDO DEL GRUPO DEL ACUERDO, NO RECIBIRE NINGUN DINERO DEL ACUERDO DE LAS RECLAMACIONES COLECTIVAS).

El formulario de exclusión completo y firmado o exclusión por escrito tendrá que ser sometido a la administradora antes de [el plazo de respuesta] será enviado por cualquier de los siguientes métodos:

- Por Correo: [dirección de la administradora del acuerdo]
- Por Fax: [número de fax de la administradora del acuerdo]
- Por Correo Electrónico: [correo electrónico de la administradora del acuerdo]

No puede optar por no participar en la parte bajo la PAGA del Acuerdo. Los Miembros de la Demanda Colectiva que se excluyen del Acuerdo del Colectivo (Miembros No Participantes de la Demanda Colectiva) siguen siendo elegibles para los Pagos Individuales bajo la PAGA y deben renunciar a su derecho a hacer valer las reclamaciones bajo la PAGA contra Niterra sobre la base de los hechos del Período cubierto por la PAGA alegados en la Demanda.

7. El acuerdo propuesto será nulo si el tribunal niega la aprobación final. Existe la posibilidad de que el Tribunal deniegue la Aprobación Final del Acuerdo o rechace la emisión de un Fallo. Asimismo, en caso de que el Tribunal dicte una sentencia favorable, esta podría ser posteriormente revocada en apelación. Ante cualquiera de estos escenarios, el Demandante y Niterra han acordado que el Acuerdo quedará sin efecto. En consecuencia, Niterra no estará obligada a realizar ningún pago y los Miembros de la Demanda Colectiva no renunciarán a sus reclamaciones en contra de Niterra, manteniendo intactos sus derechos legales para proceder con cualquier acción que consideren pertinente.
8. Administrador. El Tribunal ha designado a una empresa neutral, ILYM Group, Inc. (en adelante, el "Administrador"), para el envío de la presente Notificación, el cálculo y distribución de los pagos, así como la recepción y procesamiento de las Solicitudes de Exclusión presentadas por los Miembros de la Demanda Colectiva. Además, el Administrador tendrá la responsabilidad de resolver las Objeciones relacionadas con el número de Semanas Laborales trabajadas por los Miembros de la Demanda Colectiva, gestionar el envío y reenvío de cheques derivados del Acuerdo, emitir y distribuir los formularios fiscales correspondientes, y desempeñar todas aquellas tareas necesarias para la correcta administración del Acuerdo. Para obtener más información o contactar al Administrador, consulte la Sección 9 de la presente Notificación.
9. Exoneración de los Miembros Participantes de la Demanda Colectiva. Una vez que la Sentencia adquiera firmeza, Niterra haya completado íntegramente la financiación del Acuerdo Bruto y haya cubierto por separado la totalidad de los impuestos sobre la nómina del empleador, los Miembros Participantes de la Demanda Colectiva quedarán legalmente impedidos de hacer valer cualquiera de las Reclamaciones

Exoneradas contempladas en el Acuerdo. Los Miembros Participantes de la Demanda Colectiva estarán obligados por la siguiente exoneración:

Todos los Miembros Participantes de la Demanda Colectiva, en su propio nombre y en representación de sus respectivos agentes, abogados, herederos, cónyuges, parejas de hecho, administradores, sucesores y cesionarios, tanto actuales como anteriores, renuncian y exoneran de manera irrevocable todas y cada una de las reclamaciones, en contra de Niterra y las Partes Exoneradas que pudieran haber sido razonablemente incluido en esta acción con fundamento en los hechos descritos en la Demanda Operativa, (en adelante, las "Reclamaciones Exoneradas de los Miembros Participantes de la Demanda Colectiva"). Dicha exoneración de reclamos, los reclamos son: omisión en el pago íntegro del salario mínimo; falta de remuneración por todas las horas extras trabajadas; cálculo incorrecto del salario basado en la tasa de pago regular (incluyendo periodos de enfermedad o cualquier otra forma de licencia remunerada que deba calcularse con base en dicha tasa); incumplimiento en la concesión de periodos de comida y descanso; deficiencias en la emisión de declaraciones salariales; falta de pago oportuno de todos los salarios finales adeudados; reclamaciones por gastos, multas legales y sanciones civiles conforme al Código Laboral de California; acciones por competencia desleal en virtud de la Sección 17200 y siguientes del Código de Negocios y Profesiones de California; así como cualquier solicitud de reembolso de honorarios de abogados, costos procesales e intereses derivados de tales reclamaciones. Se excluyen expresamente de esta exoneración cualquier reclamo de beneficios de compensación para trabajadores, beneficios del seguro de desempleo y cualquier otro reclamo que no pueda ser exonerado por ley.

10. Exoneración bajo la PAGA de los Miembros bajo la PAGA. Una vez que la sentencia del Tribunal adquiera firmeza y Niterra haya completado el pago del Acuerdo Bruto, además de haber cubierto separadamente los impuestos sobre la nómina del empleador, todos los Miembros bajo la PAGA quedarán impedidos legalmente de presentar nuevas reclamaciones bajo la PAGA en contra de Niterra, independientemente de si han optado o no por excluirse del Acuerdo.

Las Exoneraciones de los Miembros bajo la PAGA para los Miembros Participantes y No Participantes de la Demanda Colectiva son las siguientes:

Todos los Miembros bajo la PAGA, en su propio nombre y en representación de sus respectivos representantes, agentes, abogados, herederos, cónyuges, parejas de hecho, administradores y sucesores, renuncian y exoneran de manera irrevocable todas y cada una de las reclamaciones de sanciones civiles presentadas en virtud de la Ley de los Procuradores General de la Actuación Privada de California de 2004 ("PAGA") contra Niterra y las Partes Exoneradas que hayan sido Notificación(es) emitida(s) conforme a la PAGA aplicable; sometida al departamento laboral del estado y la Demanda, la Demanda Operativa (el "Renuncio de Reclamos de PAGA"). Este renuncio es limitado a reclamo por penalidades civiles disponible bajo, basado en hechos allegado en la(s) Notificación(es) bajo PAGA y la demanda operativa. Asimismo, todos los Miembros bajo la PAGA que hayan trabajado para Niterra durante el Período cubierto por la PAGA renuncian expresamente a las reclamaciones bajo la PAGA contempladas en el presente documento y recibirán una porción del monto reservado como sanciones bajo la PAGA, con independencia de si han optado o no por excluirse de la exoneración de las Reclamaciones de la Demanda Colectiva.

Miembros de PAGA son obligados a los términos de la liberación de los reclamos aun si no cobran sus cheques de la administradora.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

1. Pagos Individuales de la Demanda Colectiva. El Administrador determinará los Pagos Individuales de la Demanda Colectiva mediante el siguiente cálculo: (a) dividirá el Monto Neto del Acuerdo entre el

número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Demanda Colectiva, y (b) multiplicará el resultado obtenido por el número de Semanas Laborales trabajadas por cada Miembro Participante de la Demanda Colectiva.

2. Pagos Individuales bajo la PAGA. El Administrador calculará los Pagos Individuales bajo la PAGA mediante el siguiente procedimiento: (a) dividirá la cantidad de \$5,000.00 entre el número total de Períodos de Pago bajo la PAGA trabajados por todos los Miembros bajo la PAGA, y (b) multiplicará el resultado obtenido por el número de Períodos de Pago bajo la PAGA trabajados por cada Miembro bajo la PAGA de manera individual.
3. Objeciones al número de semanas laborales y/o períodos de pago. El número de Semanas Laborales trabajadas durante el Período cubierto por la Demanda Colectiva y el número de Períodos de Pago trabajados durante el Período cubierto por la PAGA, según los registros de Niterra, están detallados en la primera página de la presente Notificación. Usted tiene hasta el [REDACTED] para objetar la cantidad de Semanas Laborales y/o Períodos de Pago que le han sido acreditados. Para presentar una objeción, deberá enviar una carta firmada al Administrador a través de correo postal, correo electrónico o fax. La información de contacto del Administrador se encuentra en la Sección 9 de esta Notificación.

Documentos de apoyo requeridos:

Necesitas respaldar su objeción enviando copias de talones de pago u otros registros demostrando el numero correcto de las Semanas Laborables y/o los Períodos de Pagos. El Administrador presume que los archivos de Niterra son correctos, per si no son, usted tendra que sometera documentos demostrando lo contrario. Por favor de mandar copias y no originales, por que los documentos no se les regresara.

Processo de Rebicion de Desafío:

El Administrador revisiera tu solicitud, incluyendo cualquier evidencia sometida en appoyo, y de los aportes de los Abogados del Colectivo (que abogarán en nombre de los Miembros Participantes de la Demanda Colectiva) y del Abogado de Niterra antes de la dertiminacion inicial.

La decisión del Administrador no es definitiva. Toda las Semanas Laborables y/o los Períodos de Pagos, y cualquier documentacion y resolucion inicial de determinacion del administrador, sear sometido a la corte, que tendra al autoridad de revisar cualquier decision hecha for la adminitradora sobre el processo de rebicion del desafio, y, si es necesario, de modificalo o de anularlo.

5. ¿CÓMO ME PAGARÁN?

1. Miembros Participantes de la Demanda Colectiva. El Administrador remitirá, a través del servicio postal de los Estados Unidos, un único cheque a cada Miembro Participante de la Demanda Colectiva, es decir, a cada Miembro de la Demanda Colectiva que no haya optado por excluirse del Acuerdo. Este cheque único incluirá tanto el Pago Individual de la Demanda Colectiva como, en su caso, el Pago Individual bajo la PAGA.
2. Miembros No Participantes de la Demanda Colectiva. El Administrador remitirá, a través del servicio postal de los Estados Unidos, un único cheque correspondiente al Pago Individual bajo la PAGA a cada Miembro bajo la PAGA que haya optado por no participar en el Acuerdo de la Demanda Colectiva (es decir, a cada Miembro No Participante de la Demanda Colectiva).

Su cheque será enviado a la misma dirección a la que se ha remitido la presente Notificación. En caso de que su dirección postal cambie, es fundamental que informe al Administrador a la mayor brevedad posible para garantizar la correcta entrega de su pago. La información de contacto del Administrador se

encuentra en la Sección 9 de esta Notificación.

6. ¿CÓMO ME OPONGO AL ACUERDO?

Solo los Miembros Participantes de la Demanda Colectiva tienen el derecho de presentar objeciones al Acuerdo. Al menos 16 días antes del [URL], el día de la Audiencia de Aprobación Final, los Abogados del Colectivo y/o el Demandante presentarán ante el Tribunal los siguientes documentos: (1) una Moción de Aprobación Final, en la que se expondrán, entre otros aspectos, los fundamentos por los cuales el Acuerdo propuesto es considerado justo, razonable y adecuado, y (2) una Moción de Honorarios, Gastos de Litigio y Adjudicación de Servicios, en la que se detallará (i) el monto solicitado por los Abogados del Colectivo en concepto de honorarios legales y gastos de litigio, y (ii) la cantidad que el Demandante solicita como Pago por Servicio de Representación del Colectivo. Si desea obtener copias de estos documentos, puede solicitarlas directamente a los Abogados del Colectivo, cuya información de contacto se encuentra en la Sección 9 de esta Notificación. Su solicitud debe ser razonable y no generará ningún costo para usted. Asimismo, estos documentos estarán disponibles para su consulta en el sitio web del Administrador [URL] y en el sitio web del Tribunal [URL].

Una forma de Objeción está incluido con esta notificación para su convencia.

La forma de Objection o objeción escrita tendrá que ser sometida al la administradora antes de [el plazo de respuesta] sera enviado por cualquier de los siguiente metodos:

- Por Correo: [direccion de la administradora del acuerdo]
- Por Fax: [numero de fax de la administradora del acuerdo]
- Por Correo Electronico: [correo electronico de la administradora del acuerdo]

Cualquier Miembro Participante de la Demanda Colectiva que no esté de acuerdo con algún aspecto del Acuerdo, la Moción de Aprobación Final y/o la Moción de Honorarios, Gastos de Litigio y Adjudicación de Servicios tiene el derecho de presentar una objeción. **La fecha límite para enviar objeciones por escrito al Administrador es [URL].** Su objeción debe contener una explicación clara de los aspectos a los que se opone, los motivos de su objeción y cualquier hecho que respalde su posición. Asegúrese de identificar correctamente la demanda incluyendo la siguiente información: *Clara Hinson v. Niterra North America, Inc.*, Caso No. 30-2023-01345470-CU-OE-CXC. Asimismo, deberá incluir su nombre completo, dirección actual, número de teléfono, fechas aproximadas de empleo para Niterra y su firma. Para más información sobre el proceso de objeción y los datos de contacto del Administrador, consulte la Sección 9 de esta Notificación.

Alternativamente, un Miembro Participante de la Demanda Colectiva puede presentar su objeción asistiendo personalmente a la Audiencia de Aprobación Final o, si lo prefiere, contratando a un abogado para que lo represente en dicha audiencia, asumiendo el costo por cuenta propia. Durante la audiencia, usted (o su abogado) deberá estar preparado para exponer ante el Tribunal los aspectos específicos del Acuerdo, la Moción de Aprobación Final y/o la Moción de Honorarios, Gastos de Litigio y Adjudicación de Servicios a los que se opone, así como las razones que fundamentan su objeción y cualquier hecho que respalde su postura. Para más información sobre la Audiencia de Aprobación Final, consulte la Sección 8 de esta Notificación.

7. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Usted tiene el derecho, pero no la obligación, de asistir a la Audiencia de Aprobación Final, la cual se llevará a cabo el [Hora] en el Departamento CX104 del Tribunal Superior del Condado de Orange, ubicado en el Palacio de Justicia del Centro del Complejo, 751 W. Santa Ana Blvd, Santa Ana, CA 92701. Durante la Audiencia, el juez evaluará si procede otorgar la Aprobación Final del Acuerdo y determinará la distribución del Acuerdo Bruto, incluyendo los montos asignados a los Abogados del Colectivo, al Demandante y al Administrador. Usted puede optar por asistir personalmente o de manera virtual a través de Zoom (acikiosk.azurewebsites.us/advisement?dept=CX104/). Asimismo, tiene la opción de contratar a un abogado,

por su propia cuenta, para que lo represente en la audiencia. Se recomienda consultar el sitio web del Tribunal para obtener la información más actualizada sobre los procedimientos.

Cabe señalar que la Audiencia de Aprobación Final podría ser reprogramada por el Tribunal. Por lo tanto, es aconsejable verificar con antelación la fecha y hora programadas consultando el sitio web del Administrador [\[URL\]](#) o comunicándose directamente con los Abogados del Colectivo.

8. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo contiene todas las disposiciones y compromisos asumidos por Niterra y el Demandante en virtud del Acuerdo propuesto. La manera más sencilla de acceder y revisar el contenido del Acuerdo, la Sentencia u otros documentos relacionados con el caso es visitando el sitio web de ILYM Group en [\[URL\]](#). También puede obtener información comunicándose con los Abogados del Colectivo o el Administrador a través de los datos de contacto proporcionados en esta Notificación. Alternativamente, puede consultar el sitio web del Tribunal Superior accediendo a <http://www.occourts.org/online-services/case-access>) e ingresando el Número de Caso de la Demanda: Caso No. 30-2023-01345470-CU-OE-CXC.

La Orden de Aprobación Final y Sentencia será publicada en la página de la Administradora 180 días después.

NO LLAME POR TELÉFONO A LA CORTE SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados del Colectivo:

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
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Administrador del Acuerdo:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Número de Teléfono: (888) 250-6810
Número de Fax: (888) 845-6185
Correo Electrónico: claims@ilymgroup.com

9. ¿QUÉ PASA SI PIERDO MI CHEQUE DEL ACUERDO?

Si extravía o pierde su cheque de acuerdo antes de cobrarlo, el Administrador podrá emitir un reemplazo, siempre que usted lo solicite antes de la fecha de nulidad indicada en el anverso del cheque original. En caso de que su cheque ya haya sido anulado, deberá comunicarse con el Fondo de Propiedad No Reclamada para conocer los procedimientos y requisitos necesarios para recuperar los fondos correspondientes.

10. ¿QUÉ PASA SI CAMBIO MI DIRECCIÓN?

Para garantizar la recepción de su cheque, es importante que notifique de inmediato al Administrador cualquier cambio en su dirección postal.

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

On August 15, 2025, I served the following document(s) described as **[PROPOSED] AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND PAGA SETTLEMENT** on the interested parties in this action:

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

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

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

Executed on August 15, 2025, in Los Angeles, California.

/s/ Carlos Garcia
Carlos Garcia