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Attorneys for Plaintiff and the Putative Class

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

CLASS ACTION

**SUPPLEMENTAL DECLARATION OF
MEHRDAD BOKHOUR IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Information:

Date: May 1, 2025
Time: 2:00 p.m.
Dept.: CX104
Reservation No.: 74398205

1 **SUPPLEMENTAL DECLARATION OF MEHRDAD BOKHOUR**

2 I, Mehrdad Bokhour, say and declare as follows:

3 1. I am an attorney at law, duly licensed to practice before all the Courts of the State of
4 California, and I am the principal of Bokhour Law Group, P.C., and I serve as attorney of record
5 for Plaintiff Clara Hinson (“Plaintiff”) and the Putative Class. I am familiar with the file in this
6 matter, and if called as a witness, I could and would competently testify to the following facts of
7 my own personal knowledge.

8 2. I submit this supplemental declaration in support of Plaintiff’s Motion for
9 Preliminary Approval of Class Action Settlement and in response to the Court’s tentative ruling
10 issued February 13, 2025.

11 3. Below, I respond to each item identified in the Court’s tentative ruling, incorporating
12 all corresponding changes into the revised and amended documents submitted concurrently
13 herewith.

14 **Issue 1: Service on the LWDA**

15 4. Plaintiff has served the motion, supporting declarations, and all revised documents,
16 including this supplemental filing and the amended settlement agreement, on the LWDA. A proof
17 of service is concurrently filed with this declaration.

18 **Issue 2: Total PAGA Penalties**

19 5. The correct total amount of PAGA Penalties is \$20,000, consistent with Paragraph
20 1.34 of the Settlement Agreement, the Motion, and both counsel’s declarations. Paragraph 3.2.6 of
21 the amended agreement has been revised to reflect this correction.

22 **Issue 3: PAGA Allocation Percentages**

23 6. Because this case was filed before the June 19, 2024 statutory amendment, the
24 PAGA penalties have been re-allocated 75% to the LWDA and 25% to aggrieved employees, in
25 accordance with the prior version of Labor Code § 2699(i). Paragraphs 1.34 and 3.2.6 have been
26 revised accordingly.

27 **Issue 4: Estimated High and Low Payments**

28 7. Based on Defendant’s representation that there are 387 employees who collectively

1 worked approximately 7,800 workweeks, Plaintiff estimates that the lowest class payment will be
2 approximately \$23.71, and the highest class payment is estimated to be \$6,146. With respect to
3 PAGA penalties, Plaintiff estimates that the lowest payment will be \$2.84, the highest will be
4 \$145.29, and the average payment will be approximately \$27.47.

5 **Issue 5: Total Anticipated Plaintiff Recovery (excluding enhancement)**

6 8. Plaintiff's anticipated individual recovery (excluding any enhancement payment) is
7 estimated at \$4,711, based on 202 workweeks and 23 PAGA pay periods.

8 **Issues 6-7: Scope of Class and PAGA Releases**

9 9. The release provisions in Paragraphs 5.2 and 5.3 of the Amended Settlement
10 Agreement have been revised to narrowly tailor the releases to claims that were or could have been
11 alleged based on the facts in the operative complaint and PAGA Notice Letter. No general release
12 by absent class members or aggrieved employees is provided.

13 **Issue 8: LWDA Notice Letter**

14 10. A copy of the PAGA Notice Letter filed with the LWDA is attached hereto as
15 Exhibit "A".

16 **Issue 9: Response Deadline Consistency**

17 11. The definition of "Response Deadline" in Paragraph 1.43 has been revised to match
18 the procedures and timeline for disputes, exclusions, and objections, consistent with Paragraphs
19 7.5.1 and 7.7.2.

20 **Issue 10: 45-Day vs. 60-Day Deadline**

21 12. The Response Deadline has been changed to 60 days from the date of mailing the
22 notice. Paragraph 7.6 has been revised accordingly.

23 **Issue 11: Dispute Procedures**

24 13. Paragraphs 7.6 and 7.8.3 have been revised to state that all disputes, evidence
25 submitted, and their resolutions shall be filed with the court. Additionally, it is now clear that while
26 the administrator may make initial determinations, the Court retains discretion to review all
27 decisions.

1 **Issue 12: Attorneys' Fees – Unique Circumstances**

2 14. Plaintiff's counsel respectfully submits that unique circumstances justify an award
3 of attorneys' fees of up to one-third of the Gross Settlement Amount. Specifically:

- 4 • The exceptional result obtained on behalf of the putative class, including a
5 total Gross Settlement Amount of \$375,000 for a relatively modest-size
6 workforce and claims with disputed liability and class certification risks;
7 • The significant number of hours expended and lodestar incurred by class
8 counsel in developing the case, engaging in informal discovery, conducting
9 detailed settlement negotiations, and approval of the settlement; and
10 • The contingent nature of the representation and risk assumed by class counsel
11 in prosecuting the claims without any guarantee of recovery.

12 15. Plaintiff respectfully requests that the Court defer ruling on the reasonableness of
13 attorneys' fees until the Final Approval Hearing, after it has had the opportunity to consider: (a)
14 the class' response to the settlement; (b) class counsel's forthcoming motion for attorneys' fees and
15 costs, which will include a lodestar cross-check and detailed billing information. The request for
16 one-third will be supported by full briefing and evidentiary materials in connection with final
17 approval.

18 **Issue 13: Impact on Valencia and Other Actions:**

19 16. Attached hereto as **Exhibit "B"** is defense counsel's declaration addressing the
20 impact of the Valencia matter

21 17. Additionally, after reasonable inquiry, the parties are unaware of any newly filed
22 class or representative action asserting similar claims since the execution of the settlement
23 agreement.

24 **Issues 14-15: Enhancement Award and General Release**

25 18. Previously, Plaintiff submitted a declaration outlining the time spent, risks
26 undertaken, and services rendered on behalf of the class. Plaintiff respectfully requests that the
27 Court defer ruling on the enhancement award until the final approval stage.

1 19. Plaintiff further acknowledges that the enhancement award is not being awarded in
2 exchange for a general release.

3 **Issues 16-17: Settlement Administrator Fees and Qualifications**

4 20. The correct not-to-exceed amount for the Settlement Administrator's fees is **\$7,750**,
5 as supported by ILYM Group, Inc. and the administrator's invoice.

6 21. Attached hereto as **Exhibit "C"** is ILYM Group, Inc.'s declaration regarding its
7 experience, procedures in place for securing class data, and insurance coverage, along with its
8 invoice.

9 **Redlined and Fully Executed Copy of the Amended Settlement Agreement**

10 22. In response to the Court's tentative ruling, the parties undertook a comprehensive
11 review and revision of the settlement documents. Given the number and scope of the changes
12 directed by the Court, including modifications to the definitions, monetary allocations, notice
13 procedures, release language, and dispute process, the parties determined that the most efficient
14 and transparent method of implementing the Court's directives was to prepare a single, integrated
15 Amended Settlement Agreement, rather than using an addendum to the original agreement.

16 23. Attached hereto as **Exhibit "D"** is a redline version of the Amended Settlement
17 Agreement

18 24. Attached hereto as **Exhibit "E"** is a fully executed copy of the Amended Settlement
19 Agreement.

20 **Issues 18-36: Class Notice and Forms**

21 25. The class notice and associated forms (objection, exclusion, and dispute) have been
22 revised to address all of the Court's edits in points 18 through 36.

23 **Redlined and Clean Copy of the Class Notice**

24 26. Attached hereto as **Exhibit "F"** is a redlined copy of the Class Notice, Request for
25 Exclusion and Objection Form, reflecting the revisions made to address the Court's concerns.

26 27. Attached hereto as **Exhibit "G"** is the clean copy of the Class Notice and related
27 documents.

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Issues 37-44: Proposed Order

28. Attached hereto as **Exhibit “H”** is a redlined version of the Amended Proposed Order, reflecting the revisions requested by the Court.

29. Attached hereto as **Exhibit “I”** is a clean copy of the Amended Proposed Order, which has also been separately submitted.

30. Proposed final approval hearing date: **August 14, 2025, at 2:00 p.m.**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct on this 7th of April 2025, in Los Angeles, California.

/s/ Mehrdad Bokhour
By: _____
Mehrdad Bokhour, Esq.

EXHIBIT “A”



MEHRDAD BOKHOUR
Attorney at Law

1901 Avenue of the Stars | Suite 450
Los Angeles | California 90067

tel 310 975 1493
fax 310 675 0861

August 29, 2023

SUBMITTED VIA LWDA'S PAGA CLAIM NOTICE ONLINE PORTAL

COPY SENT VIA CERTIFIED MAIL TO:

NITERRA NORTH AMERICA, INC.
46929 MAGELLAN DRIVE
WIXOM, MI 48393

C/O CT CORPORATION SYSTEMS
330 N. BRAND BLVD., SUITE 700
GLENDALE, CA 91203

Re: Clara Hinson v. Niterra North America, Inc.
Notice of Intent to File Suit for California Labor Code § 2698 et seq. Penalties

To Whom It May Concern:

This office, along with Falakassa Law, P.C., represent Clara Hinson (hereinafter "Ms. Hinson") and a proposed group of current and former non-exempt employees working for Niterra North America, Inc. (hereinafter "Niterra") and any of its affiliated, predecessor and/or merged entities in the State of California for violations of the California Labor Code §§ 201-203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4, 1194, 1194.2, 1197.1, 1199, and all applicable Industrial Welfare Commission Wage Orders ("Wage Order").

This letter shall serve as notification under Labor Code § 2699.3 (hereinafter "PAGA Notice"). The \$75 filing fee made payable to the California Labor and Workforce Development Agency for the Private Attorneys General Act Notice ("PAGA Notice") was paid online and a copy of this PAGA Notice was submitted electronically to the Department of Industrial Relations.

Ms. Hinson wishes to bring a representative action on behalf of herself and the State of California as well as on behalf of the following group of "aggrieved employees":

All current and former non-exempt employees who work or worked for Niterra North America, Inc., in California, during the one year immediately preceding the filing of this PAGA Notice and continuing into the present and ongoing ("aggrieved employees")

Founded in 1936, Niterra North America, Inc. has been the world leader in technology, innovation, and world-class quality in designing spark plugs and oxygen sensors. Niterra maintains manufacturing, inventory, and distribution facilities in Irvine and Santa Clara, California.

Ms. Hinson began working for Niterra through a staffing agency in August of 2018 until she was directly hired by Niterra on February 4, 2019, until her separation from employment on July 19, 2023. At all relevant times, Ms. Hinson held the title of “Packaging Associate.” Ms. Hinson and other aggrieved employees (including, but not limited to warehouse associates, material handlers, managers, designers and all other non-exempt positions) were responsible for all aspects of Niterra’s business across the State of California.

First, at all relevant times, Niterra has had a consistent practice of unevenly rounding Ms. Hinson and other aggrieved employees’ time entries, resulting in a failure to pay all hours worked. As a result of this practice, Ms. Hinson and other aggrieved employees are not compensated for all the hours that they work and all of the overtime hours they work, in violation of Cal. Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

The Court in *See’s Candy Shops v. Superior Court* (2012) 210 Cal.App.4th 889, 907, held that rounding time policies can be lawful, “if the rounding policy is fair and neutral on its face and ‘it is used in such a manner that it will not result, over a period of time, in failure to compensate the employees properly for all the time they have actually worked,’ (29 C.F.R. § 785.48; see DLSE Manual, supra, §§ 47.1, 47.2).”

Here, Niterra’s time recording practice is not neutral on its face or in application as Ms. Hinson and other aggrieved employees are subject to discipline, including termination for being tardy in reporting to work, or returning from a meal or rest period. Moreover, because Niterra is capable of tracking the time worked by aggrieved employees to the minute, the practice itself exists not for the convenience or benefit of the employees who are trying to report their time worked accurately, but for DRS Imaging’s benefit. As a result of the unlawful time recording practice, Ms. Hinson and other aggrieved employees were not paid for all hours worked, including, all minimum wages and overtime wages for hours worked in excess of eight hours per shift.

As a result of this auto deduct practice, over a period of time, Ms. Vaughn and other aggrieved employees were also not properly paid for all hours worked, including overtime hours, in violation of Labor Code §§ 204, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed by an applicable state or local law, or by an order of the commission a civil penalty, restitution of wages, and liquidate damages as follows: (1) for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid...[and] (2) [f]or each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Labor Code § 510 requires an employer to compensate an employee who works more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

As set forth above, Niterra failed to compensate Ms. Hinson and other aggrieved employees for all hours worked, including all minimum and overtime wages, by failing to properly record and pay aggrieved employees for all hours worked, including all minimum and overtime wages. Accordingly, through PAGA and to the extent permitted by law Ms. Hinson and other aggrieved employees are entitled to recover penalties for violations of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, pursuant to Labor Code § 2698 *et seq.*

Furthermore, at all relevant times, Ms. Hinson and other aggrieved employees worked regular shifts that lasted longer than 8.0 hours in a workday and resulted in Ms. Hinson and other aggrieved employees regularly working more than 40 hours in a workweek. However, upon information and belief, aggrieved employees were not properly paid at the correct overtime rate for all overtime hours worked due to Niterra's uniform failure to include all forms of compensation/renumeration, including, but not limited to, non-discretionary bonus payments, shift differential payments, commissions, incentives, and all other forms of renumeration in calculating the "regular rate of pay" for purposes of overtime compensation.

Under the California Labor Code (as well as the FLSA), courts have held that regularly paid non-discretionary Shift Premium Pay/Bonuses must be included in determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v. The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F. Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiff under California and federal law on the grounds, that Defendant improperly calculated overtime by excluding annual bonuses paid to employees from the "regular rate of compensation"]; see *Walling v. Youngerman-Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. ("The regular rate by its very nature must reflect all payments which the parties have agreed shall be received regularly during the workweek, exclusive of overtime payments. It is not an arbitrary label chosen by the parties; it is an actual fact. Once the parties have decided upon the amount of wages and the mode of payment the determination of the regular rate becomes a matter of mathematical computation, the result of which is unaffected by any designation of a contrary 'regular rate' in the contracts."); see also 29 CFR §§ 778.110 ("production bonus") and 778.111 ("piece-rate").)

At all relevant times, Niterra consistently paid aggrieved employees' non-discretionary compensation, including but not limited to, bonuses, commissions, incentive pay, shift differentials, as well as overtime pay, however these forms of compensation were uniformly omitted when calculating non-exempt employees' "regular rate of pay" for overtime purposes.

Labor Code § 510 requires an employer to compensate an employee who works more than eight (8.0) hours in one workday, forty (40.0) hours in a workweek, and for the first eight (8.0) hours worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve (12.0) hours in a workday or more than eight (8.0) hours on the seventh consecutive day of work. Pursuant to Section 3 of the applicable Wage Orders, non-exempt employees shall not be employed more than eight (8.0) hours in any workday or more than 40.0 hours in any workweek unless the employee receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

By their policy of requiring aggrieved employees to work in excess of eight (8) hours in a workday and/or forty (40.0) hours in a workweek without compensating them at the rate of one-half (1 1/2) their regular rate of pay, Niterra willfully violated the provisions of Labor Code § 510 and the applicable Wage Orders. Based on the foregoing Labor Code violations, Ms. Hinson seeks all civil and statutory penalties available and applicable under Labor Code § 2699(f)(2), and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Similarly, at all relevant times, Niterra also failed in its obligation to provide Ms. Hinson and other aggrieved employees the legally required paid sick days at the legal rate pursuant to Labor Code §§ 246(a),(b), which requires that "[a]n employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment."

Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek."

Additionally, Labor Code § 246(l)(2) states that the paid sick time must be "calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment." Finally, Labor Code § 246(i) requires employers to "provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

Here, at all relevant times, Niterra failed in its obligation to provide Ms. Hinson and other aggrieved employees the legally required paid sick days at the legal rate, including all forms of compensation, pursuant to Labor Code §§ 246(a),(b). As such, Niterra paid sick time below his base rate of pay, rather than the “regular rate of pay” as required by Labor Code §§ 246(l)(1-2). Based on the foregoing Labor Code violations, Ms. Hinson seeks all civil and statutory penalties available and applicable under Labor Code § 2699(f)(2), and for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Next, at all relevant times, Ms. Hinson and other aggrieved employees were denied compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to Niterra’s uniform meal period policies/practices, Ms. Hinson and other aggrieved employees were often unable to take timely and uninterrupted 30-minute first meal periods before the end of the fifth hour of work. Further, when Ms. Hinson and other aggrieved employees worked more than 10.0 hours in a shift, they were not allowed and permitted to take a mandated second meal period before the end of the tenth hour of work in violation of the Labor Code and applicable Wage Orders.

For each missed or non-compliant meal period, Niterra failed and continues to fail to maintain a mechanism by which aggrieved employees were paid meal period premiums at the “regular rate of pay” pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858 and Labor Code § 226.7.

Accordingly, due to Niterra’ uniform meal period practices, Ms. Hinson and other aggrieved employees were also regularly denied legally compliant meal periods in violation of Labor Code 226.7, 510, 516, and applicable IWC Wage Orders, and are entitled to penalties under Labor Code § 2698 *et seq.*

Moreover, at all relevant times, Ms. Hinson and other aggrieved employees were not provided with all 10-minute rest periods for every four hours worked, or major fraction thereof due to Niterra’ uniform rest period policies/practices, work demands and operational requirements. As a result, Ms. Hinson and other aggrieved employees were and are often unable to take a net 10-minute duty free rest periods for every major fraction of four hours worked. This includes a second rest period for shifts in excess of six hours, and a third rest period for shifts in excess of 10 hours in a workday.

By not relieving all non-exempt employees of all duties during rest periods, Niterra failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time.”]. In *Augustus*, the California Supreme Court expressly rejected the employers’ assertion that it could provide an on-duty rest period to employees who worked as security guards and further explained “that employers [must] relinquish any control over how employees spend their break time and relieve their employees of all duties.” *Id.* at 273.

Each time Ms. Hinson and other aggrieved employees were unable to take a compliant rest period, Niterra failed and continues to fail to adequately pay rest period premium payments at the “regular rate of pay” as required by Labor Code § 226.7.

Accordingly, due to Niterra’s uniform rest period policies/practices and work demands, Ms. Hinson and other aggrieved employees were also regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7, 512, and applicable Wage Orders, and would be entitled to penalties under Labor Code § 2698 *et seq.*

As a result of Niterra’s failure to pay Ms. Hinson and other aggrieved employees for all hours they were subject to the control of Niterra, including all minimum, overtime, sick pay wages, and Niterra’s failure to pay for meal and rest period premiums at the “regular rate of pay,” Niterra issued wage statements which failed to accurately identify the gross wages earned, the total hours worked, the net wages earned, and the correct corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226.”

Thus, for the violations of Labor Code section 226 described above, Ms. Hinson and other aggrieved employees may also recover Labor Code § 226.3 penalties for Niterra’s violations of Labor Code § 226(a). Consequently, because Niterra failed to comply with Labor Code § 226(a), Ms. Hinson and other aggrieved employees would be entitled to recover penalties under Labor Code § 2698 *et seq.*

Finally, because of, Niterra’s failure to pay all minimum, overtime, sick pay wages, and meal and rest period premiums at the “regular rate of pay,” Niterra also failed and continues to fail to pay the aggrieved employees all wages owed at their time of separation from employment in violation of Labor Code §§ 201-203. Thus, aggrieved employees would be entitled to recover penalties under Labor Code §§ 201-203 or 2698 *et seq.*

Pursuant to Labor Code § 2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the date of this notice whether your office intends to investigate the violations alleged herein above. We understand that if we do not receive a response from your office within sixty-five (65) calendar days of this PAGA Notice, Ms. Hinson may thereafter pursue her interests and the interests of similarly aggrieved employees with a civil complaint against Niterra for its violations of the California Labor Code and applicable Wage Orders.

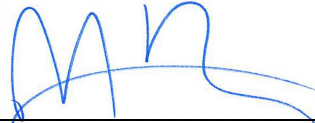
While it is our intent to pursue a PAGA representative and/or Class Action lawsuit against Southwest for unpaid wages and civil penalties under Labor Code § 2699, it is our firms’ policy

California Labor and Workforce Development Agency
August 29, 2023
Page 7

to attempt to negotiate an early resolution of all matters where possible and beneficial to all aggrieved employees. If Niterra is interested in attempting to resolve this matter, please contact me or have your lawyer contact our office so that we can discuss an informal discovery plan and the possibility of early mediation on or before **October 5, 2023**.

Respectfully submitted,

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.



Joshua S. Falakassa, Esq.
Mehrdad Bokhour, Esq.

EXHIBIT “B”

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

6 Attorneys for Defendant
7 NITERRA NORTH AMERICA, INC.

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

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

12 Plaintiff,

13 vs.

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

16 Defendants.

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

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

Dept. CX104

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

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

DECLARATION OF AMINA HASSAN

I, Amina Hassan, declare as follows:

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

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

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

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

5. The operative complaint in the Valencia Class Action is the First Amended Complaint (the “Valencia Complaint”) and includes claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) and related to the first two claims, failure to pay timely wages and (4) failure to unlawfully receive wages; (5) failure to provide meal breaks; (6) failure to provide rest breaks; (7) failure to provide accurate itemized wage statements; (8) failure to pay all wages due upon separation of employment; (9) failure to pay for necessary expenses; (10) violation of California’s Unfair Competition Law (“UCL”); and (11) PAGA penalties.

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

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

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

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

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

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

14 

15 _____
Amina Hassan

EXHIBIT “C”

BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, CA Bar No. 285256
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.
Joshua S. Falakassa, CA Bar No. 295045
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 920
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Putative Class

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

CLASS ACTION

**DECLARATION OF LISA MULLINS IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Information:

Date: May 1, 2025
Time: 2:00 p.m.
Dept.: CX104
Reservation No.: 74398205

DECLARATION OF LISA MULLINS

1
2
3 1. I am a resident of the United States of America and am over the age of 21. I am the
4 President for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action
5 services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal
6 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such
7 facts.

8 2. ILYM Group has extensive experience in disseminating class action notices and
9 administering class action settlements, including direct mail services, telephone, and web-based support,
10 database management, opt-out processing, and settlement fund distribution services for class actions
11 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
12 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
13 administration. ILYM Group maintains the highest level of confidentiality. The class data and all forms
14 of communication received by ILYM Group, Inc. will be held in strict confidentiality and will not be
15 disclosed. ILYM Group, will set up a login for Defense Counsel to transmit the class data through our
16 encrypted secure portal. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol.
17 ILYM Group is insured with E&O and Cyber Insurance policies. ILYM Group is insured with E&O
18 Insurance policies up to \$2,000,000 per incident and Cyber Insurance policies up to \$5,000,000 per
19 incident.

20 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
21 counsel in the *Hinson v Niterra North America, Inc.* matter.

22 4. If appointed by the Court to disseminate the class notice in this case, ILYM Group’s duties
23 will include but not limited to: (a) conducting address traces to locate class member addresses as necessary;
24 (b) mailing the class notice to the class members; (c) handling inquiries from class members concerning
25 the class notice; and (d) performing other such duties as the parties and/or the Court may direct.

26 5. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
27 number to receive correspondence and inquiries from class members. After receiving the class data file
28 from Defendant, which should contain the class members’ names, last known addresses, and social security

1 numbers, ILYM Group will upload the data into our database and check for duplicates and other possible
2 discrepancies.

3 6. As part of the preparation for mailing the class notice, ILYM Group will process class
4 members' names and addresses against the National Change of Address ("NCOA") database, maintained
5 by the United States Postal Service ("USPS"), for the purpose of updating and confirming the mailing
6 addresses of the class members before mailing of the class notice and opt-in form. To the extent an updated
7 address is found in the NCOA database, ILYM Group will use the updated address for mailing the class
8 notice. If ILYM Group does not locate an updated address in the NCOA database, it will use the original
9 address provided by Defendant for mailing the class notice.

10 7. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM
11 Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts
12 and will promptly remail the class notice.

13 8. Prior to sending out the notice in English & Spanish, ILYM Group will fill in the specific
14 date for the deadline so that all class members will be apprised of exactly when all applicable forms will
15 be due, depending on the deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file
16 an objection. At the expiration of the deadline, ILYM Group will inform all parties as to the number and
17 name of those individuals who filed a timely opt-out, dispute or objection.

18 9. ILYM Group's Disbursement Process will include but not limited to; (a) applying for the
19 case EIN; (b) establishing Qualified Settlement Fund ("QSF") Escrow Account), with administering tasks
20 including but not limited to overview and reconciliation of account; (c) calculating the individual
21 settlement amounts; (d) preparing, administering and distributing settlement award checks to the
22 Participating Class Members, including necessary tax forms (W2 and/or 1099); (e) calculating and
23 withholding all applicable state and federal taxes; and (f) performing other such duties as the Parties and/or
24 the Courts direct. The above services are included in ILYM Group's initial quote. Attached hereto, as
25 **Exhibit C**, is a true and correct copy of ILYM Group's quote for this matter.

26 10. ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will be
27 incurred unless the class size increases, or additional services are requested. ILYM Group's fees associated
28 with the administration of this settlement are: **\$7,750.00**.

1 I declare, under penalty of perjury under the laws of the United States of America and the State
2 of California that the foregoing is true and correct. Executed this 20th day of March 2025, at Tustin,
3 California.

4
5 
6 Lisa Mullins

EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification, and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- ERISA
- TCPA
- Antitrust
- Securities

Ramirez v JC Penney.

- ERISA Case with a class size of 26,000.

Kruger, et al. v. Novant Health

- ERISA Case with a class size of \$32 million.

Abbott, et al. v. Lockheed Martin Corp.

- ERISA Case with \$62 million.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ's) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels' no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

Case Name: Hinson v Niterra North America, Inc.
Thursday, March 20, 2025

Requesting Attorney:
Mehrdad Bokhour
Bokhour Law Group, P.C.
mehrdad@bokhourlaw.com
310.975.1493

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions

KEY ASSUMPTIONS	
Total Number of Class Members	387
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	No
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$325.00
Project Management:	\$2,215.00
Notification & Mailing:	\$1,088.40
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,106.60
Case Conclusion:	\$1,015.00

Estimated ILYM Fees & Expenses: \$7,750.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Hinson v Niterra North America, Inc.

Thursday, March 20, 2025

Requesting Attorney's Name: Mehrdad Bokhour

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$325.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
NCOA	Flat Rate	\$125.00	1	\$125.00
Toll Free Customer Service Representative	Flat Fee	\$150.00	1	\$150.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,215.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.50	387	\$580.50
USPS First Class Postage	Per Piece	\$0.65	387	\$251.55
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	58	\$116.10
Storage, Photocopies, Deliveries	Flat Fee	\$140.25	1	\$140.25

Subtotal \$1,088.40

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Hinson v Niterra North America, Inc.

Thursday, March 20, 2025

Requesting Attorney's Name: Mehrdad Bokhour

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	387	\$387.00
USPS First Class Postage	Per Piece	\$0.65	387	\$251.55
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	39	\$58.05
Preparation of Taxes	Hourly	\$120.00	3	\$360.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$3,106.60

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to the State	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$1,015.00

Estimated ILYM Fees & Expenses: \$7,750.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the permissible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT “D”

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

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

1. DEFINITIONS.

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

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

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

- 1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23 “Individual PAGA Payment” means the PAGA Member’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26 “LWDA PAGA Payment” means the ~~65~~75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29 “PAGA Member” means any non-exempt hourly worker who works or worked for Niterra in California at any time during the PAGA Period, including workers employed by Niterra or workers employed by a staffing agency who had assigned them to work at Niterra during that period.
- 1.30 “PAGA Pay Period” means any Pay Period during which a PAGA Member worked for Niterra for at least one day during the PAGA Period.
- 1.31 “PAGA Period” means the period from August 30, 2022 to August 17, 2024.
- 1.32 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33 “PAGA Notice” means Plaintiff’s August 30, 2023 letter to Niterra and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated ~~35~~25% to the PAGA Members (\$~~75~~0,000) and ~~65~~75% to the LWDA (\$~~1315~~0,000) in settlement of the PAGA claims.

- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means Clara Hinson, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means Niterra North America, Inc., and any of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 “Response Deadline” means ~~45~~60 days after the Administrator mails Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45 “Workweek” means any week during which a Class Member worked for Niterra for at least one day, during the Class Period.

2. **RECITALS.**

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

“Operative Complaint”). Niterra denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

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

3. **MONETARY TERMS.**

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 (Escalator Clause) below, Niterra promises to pay \$375,000.00, and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed

on the Wage Portions of the Individual Class Payments. Niterra has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Niterra.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

3.2.1 To Plaintiff:— Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Niterra will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments by no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than \$125,000 (representing 33.33% of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Niterra will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Niterra harmless, and indemnifies Niterra, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: —An Administrator Expenses Payment not to exceed \$198,000 except for a showing of good cause and as approved by the Court.

To the extent the Administration Expenses are less, or the Court approves payment of less than \$198,000, the Administrator will retain the remainder in the Net Settlement Amount.

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

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

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

- 3.2.6 To the LWDA and Covered Employees: PAGA Penalties in the amount of \$720,000 will be paid from the Gross Settlement Amount, with 6575% allocated to the LWDA PAGA Payment and 3525% allocated to the Individual PAGA Payments.

3.2.6.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Member's 3525% share of PAGA Penalties (\$75,000) by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Workweeks and PAGA Member Pay Periods. Based on a review of its records to date, Niterra estimates there are 387 Class Members, including 182 PAGA Members, who collectively worked a total of 7,800 Workweeks during the Class Period.
- 4.2 Class Data. No later than seven days after the Court grants Preliminary Approval of the Settlement, Niterra will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Niterra has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Niterra must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 Funding of Gross Settlement Amount. The Settlement Administrator will provide Niterra with wire transfer information within three (3) days after the Effective Date. Niterra shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay the employer share of payroll taxes by transmitting the funds to the Administrator within 15 days of the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within ten days after Niterra funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undelivered). The Administrator may

send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

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

- 5.1 **Release by Plaintiff.** Plaintiff, on behalf of herself and her respective former and present representatives, agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns, releases and discharges any and all known and unknown claims against Niterra and the Released Parties that arose on or before the date she signs this Agreement ("Plaintiff's Released Claims"). Expressly excluded from Plaintiff's release are any claims for workers' compensation benefits, unemployment insurance benefits, and any other such claims that cannot be released by law. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that this release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

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

- 5.2 Release by Participating Class Members Who Are Not PAGA Members. All Participating Class Members release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns, any and all claims, ~~whether known or unknown,~~ against Niterra and the Released Parties that ~~(1) were alleged in the Complaint, the Operative Complaint and/or the applicable PAGA Notice(s); (2) relate to or arise out of the claims alleged in the Complaint, the Operative Complaint and/or the applicable PAGA Notice(s); (3) arise out of the facts alleged in the Complaint, the Operative Complaint and/or the applicable PAGA Notice(s); or (4) or~~ reasonably could have been ~~alleged~~ asserted in this lawsuit based on the facts alleged in the Complaint, ~~the or~~ Operative Complaint ~~and/or the applicable PAGA Notice(s) or that arise out of the specific factual allegations asserted therein~~ (the "Participating Class Members' Released Claims"). Such released claims include, but are not limited to, claims for: failure to pay all minimum wages; failure to pay all overtime ~~wages~~; failure to calculate any wages based on the regular rate of pay (including sick time or any other time off that must be paid based on the regular rate of pay); meal period violations; rest period violations; wage statement violations; failure to timely pay all final wages; expenses, statutory penalties, civil penalties, or other relief under the California Labor Code; relief from unfair competition under California Business and Professions Code section 17200 et seq.; attorneys' fees and costs; and interest. Expressly excluded from this release are any claims for workers' compensation benefits, unemployment insurance benefits, and any other such claims that cannot be released by law.
- 5.3 Release by PAGA Members. All PAGA Members ~~will~~ release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns any and all claims for civil penalties under PAGA against Niterra and the Released Parties that ~~(1) were alleged in the Complaint, the Operative Complaint and/or the applicable PAGA Notice(s); (2) relate to or arise out of the claims alleged in the Complaint, the Operative Complaint and/or the applicable PAGA Notice(s); (3)~~

~~arise out of the facts alleged in the Complaint, the Operative Complaint and/or the applicable PAGA Notice(s); or (4) the LWDA and the Operative Complaint, that~~ reasonably could have been ~~alleged~~ asserted based on the facts alleged in the ~~Complaint, PAGA Notices and the Operative Complaint and/or~~ that arise from the applicable PAGA Notice(s) specific factual allegations asserted therein (the “Released PAGA Claims”). All PAGA Members who worked for Niterra during the PAGA Period will release the PAGA claims described herein and will receive a portion of the ~~amount set aside as~~ PAGA penalties, regardless of whether they opt out of the release of the Class Claims.-

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

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

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

6.3 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the

Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than possibly a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 15 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 5 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct

a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the ~~45~~60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline by re-mailing the Class Notice.

7.4.5 If the Administrator, Niterra or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs)

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity. Not later than 10 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). The Parties, counsel for Plaintiff, Class Counsel and Defense Counsel agree not to use the information contained in the Exclusion List, including the names and identifying information of the Class Members included on that list, for any purpose other than for this Settlement and to keep that information confidential (i.e., not to be shared with any other individual or entity).

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have ~~45~~60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be ~~final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods~~provided to Defense Counsel and Class Counsel, and the ~~Administrator's determination of evidence submitted, and the challenges~~resolution of each such disputes shall be filed with the

Court. The Court retains the authority to review any decision made by the Administrator regarding a dispute over Workweeks or Pay Periods.

7.7 Objections to Settlement.

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

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

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

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

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

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

Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.3 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make ~~final~~initial decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. ~~The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge. However, all such disputes shall be filed with the Court, and the Court may review any decision made by the Administrator regarding a claim dispute.~~

7.8.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **ESCALATOR CLAUSE**. Based on information reasonably available to it, Niterra has represented that the actual weeks worked by the Settlement Class during the Class Period is approximately 7,800 workweeks. If the number of workweeks worked by the Settlement Class during the Class Period is more than 10% greater than 7,800, Niterra shall increase the Gross Settlement Amount on a proportional basis that reflects the percentage over 10%.

9. **NITERRA'S RIGHT TO WITHDRAW**. If ten percent (10%) or more of the Class Members, or a number of Class Members whose Individual Settlement Payments represent ten percent (10%) or more of the total of all Individual Settlement Payments, validly elect not to participate in the Settlement, Niterra will have the right to rescind the Settlement, and the Settlement shall be void ab initio, will have no force or effect whatsoever, and neither Party will have any further obligation to perform under the Agreement, except that if Niterra exercises the right to rescind, it will be responsible for payment of the Administration

Expenses incurred through that time. Niterra must exercise this right within 15 days after the Settlement Administrator notifies the Parties of the Exclusion List, which the Settlement Administrator will do within 10 days after the deadline for submission of opt-outs.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the scheduled Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 10 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised to the Settlement, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to attempt to address the Court’s concerns. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 **Waiver of Right to Appeal.** The parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all appeals from the final approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiff and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Payment or the Class Counsel Fees or Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff or the Class to avoid the Settlement. Niterra’s payment obligation under the Settlement will be suspended pending an appeal of the Judgment.
- 10.5 **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to attempt to

address the appellate court's concerns, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged

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

12. **ADDITIONAL PROVISIONS.**

- 12.1 **No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Niterra that any of the allegations in the Operative Complaint have merit or that Niterra has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Niterra's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Niterra reserves the right to contest certification of any class for any reasons, and Niterra reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Niterra's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2 **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.4 **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Niterra, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Niterra may rescind the Settlement, rendering it null and void.

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

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

To Plaintiff and the Settlement Class:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite ~~450~~920
Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite ~~450~~920

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Los Angeles, California 90067

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To Niterra:

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

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

Dated: ~~August~~, 2024~~April~~, 2025

Plaintiff Clara Hinson

Dated: ~~August~~, 2024~~April~~, 2025

Defendant Niterra North America, Inc.

Approved As to Content:

Dated: ~~August __, 2024~~April __, 2025

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour
Attorneys for Plaintiff

Dated: ~~August __, 2024~~April __, 2025

FALAKASSA LAW, P.C.

Joshua Falakassa
Attorneys for Plaintiff

Dated: ~~August __, 2024~~April __, 2025

HUGHES HUBBARD & REED LLP

Amina Hassan
Attorneys for Niterra North America, Inc.

EXHIBIT A

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

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

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*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 _____ workweeks [and/or pay periods](#)** during the PAGA Period. If you believe that you worked more workweeks 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.

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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	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.
The Opt-out Deadline is _____	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).

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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.

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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 \$ ~~108~~000 to the Administrator for services administering the Settlement.

- D. Up to \$20,000 for PAGA Penalties, allocated ~~65~~⁷⁵% to the LWDA PAGA Payment and ~~35~~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. ~~The easiest way to notify the Administrator is to send a written and signed Request for An Exclusion by the _____ Response Deadline. The Request for Form is enclosed with this Notice for your convenience. To request exclusion, you must submit a complete and signed Exclusion should be a Form or a written and signed letter from a Class Member or his/her representative setting forth a Class Member’s 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 a simple clear statement electing to be excluded from the Class Settlement– (e.g., “I request to be excluded from the settlement”).~~

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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]

~~6.~~ 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.

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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. ~~This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Niterra or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this 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, ~~whether known or unknown,~~ against Niterra and the Released Parties that ~~(1) were alleged in the Complaint, the Operative Complaint and/or the applicable PAGA Notice(s); (2) relate to or arise out of the claims alleged in the Complaint,~~

~~the Operative Complaint and/or the applicable PAGA Notice(s); (3) arise out of the facts alleged in the Complaint, the Operative Complaint and/or the applicable PAGA Notice(s); or (4) or~~ reasonably could have been ~~alleged~~asserted in this lawsuit based on the facts alleged in the Complaint, ~~the or~~ Operative Complaint ~~and/or the applicable PAGA Notice(s) 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.

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. ~~This means that all PAGA Members, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Niterra or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.~~

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

All PAGA Members ~~will~~ release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns any and all claims for civil penalties under PAGA against Niterra and the Released Parties that ~~(1) were alleged in the Complaint, the Operative Complaint and/or the applicable PAGA Notice(s); (2) relate) submitted to or arise out of the claims alleged in the Complaint, the Operative Complaint and/or the applicable PAGA Notice(s); (3) arise out of the facts alleged in the Complaint, the Operative Complaint and/or the applicable PAGA Notice(s); or (4) the LWDA and the Operative Complaint, that~~ reasonably could have been ~~alleged~~asserted based on the facts alleged in the Complaint, PAGA Notices and the Operative Complaint and/or that arise from the applicable PAGA Notice(s) specific factual allegations asserted therein (the “Released PAGA Claims”). All PAGA Members who worked for Niterra during the PAGA Period will release the PAGA claims described herein and will receive a portion of the ~~amount set aside as~~ 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 \$75,000.00 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 ~~in~~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.

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Supporting Documentation Required:

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

Challenge Review Process:

The Administrator will ~~resolve Workweek and/or Pay Period challenges based on~~review your submission and ~~on~~may request input from Class Counsel (who will advocate ~~on behalf of~~for Participating Class Members) and Niterra's Counsel ~~before making an initial determination.~~

The Administrator's decision is not final. ~~You can't appeal or otherwise~~All Workweek and/or Pay Period challenges, along with any supporting documentation and the Administrator's resolution, will be filed with the Court, which retains the authority to review any decision made by the Administrator regarding a challenge its final decision.

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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 OPT OUT OF THE CLASS SETTLEMENT?

~~Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Clara Hinson v. Niterra North America, Inc.*, Case No. 30-2023-01345470-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.~~

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. ~~Before deciding whether to object, you may wish to see what Plaintiff and Niterra are asking the Court to approve.~~ 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, ~~for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low.~~ 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.

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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.

8.7. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing _____ at (time) in Department ~~42CX104~~ 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. ~~The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.~~ You can attend (or hire a lawyer, at your own expense, to attend) either personally or virtually via ~~LA Court Connect Zoom~~ (<https://www.lacourt.org/lacacikiosk.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.

9.8. 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 (~~http~~<https://www.lacourtccourts.org/casesummary/ui/index.aspx?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 450920 Los Angeles, California 90067	Mehrdad Bokhour mehrdad@bokhourlaw.com BOKHOUR LAW GROUP, P.C. - 1901 Avenue of the Stars, Suite 450920 - 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

10.9. 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.

11.10. 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 “E”

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

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

1. DEFINITIONS.

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

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

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

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

- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means Clara Hinson, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means Niterra North America, Inc., and any of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45 “Workweek” means any week during which a Class Member worked for Niterra for at least one day, during the Class Period.

2. RECITALS.

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

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

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

3. MONETARY TERMS.

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

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

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

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

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

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

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

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

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

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Workweeks and PAGA Member Pay Periods. Based on a review of its records to date, Niterra estimates there are 387 Class Members, including 182 PAGA Members, who collectively worked a total of 7,800 Workweeks during the Class Period.
- 4.2 Class Data. No later than seven days after the Court grants Preliminary Approval of the Settlement, Niterra will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Niterra has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Niterra must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 Funding of Gross Settlement Amount. The Settlement Administrator will provide Niterra with wire transfer information within three (3) days after the Effective Date. Niterra shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay the employer share of payroll taxes by transmitting the funds to the Administrator within 15 days of the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within ten days after Niterra funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via

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

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

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

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

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

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

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

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

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

5.3 Release by PAGA Members. All PAGA Members release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns any and all claims for civil penalties under PAGA against Niterra and the Released Parties that were alleged in the applicable PAGA Notice(s) submitted to the LWDA and the Operative Complaint, that reasonably could have been asserted based on the facts alleged in the PAGA Notices and the Operative Complaint, or that arise from the specific factual allegations asserted therein (the “Released PAGA Claims”). All PAGA Members who worked for Niterra during the PAGA Period will release the PAGA claims described herein and will receive a portion of the PAGA penalties, regardless of whether they opt out of the release of the Class Claims.

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

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

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

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

7. **SETTLEMENT ADMINISTRATION.**

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

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

7.5 Requests for Exclusion (Opt-Outs)

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

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

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

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

7.7 Objections to Settlement.

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **ADDITIONAL PROVISIONS.**

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

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

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

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

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

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

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

To Plaintiff and the Settlement Class:

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

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

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

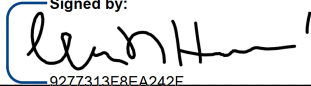
To Niterra:

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

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

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

4/6/2025
Dated: April __, 2025

Signed by:

9277313E8EA242F...
Plaintiff Clara Hinson

Dated: April __, 2025

Defendant Niterra North America, Inc.

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

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

To Niterra:

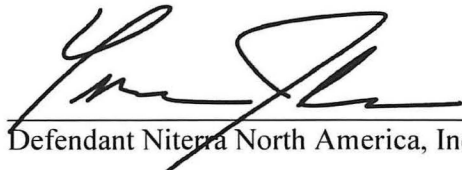
Amina Hassan
amina.hassan@hugheshubbard.com
HUGHES HUBBARD & REED LLP
One Battery Park Plaza, 17th Floor
New York, New York 10004

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Dated: April __, 2025

Plaintiff Clara Hinson

Dated: April 4, 2025



Defendant Niterra North America, Inc.

Approved As to Content:

4/3/2025

Dated: April ___, 2025

BOKHOUR LAW GROUP, P.C.

Signed by:

Mehrdad Bokhour

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Mehrdad Bokhour

Attorneys for Plaintiff

4/3/2025

Dated: April ___, 2025

FALAKASSA LAW, P.C.

DocuSigned by:

Joshua Falakassa

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Joshua Falakassa

Attorneys for Plaintiff

Dated: April ___, 2025

HUGHES HUBBARD & REED LLP

Amina Hassan

Attorneys for Niterra North America, Inc.

Approved As to Content:

Dated: April __, 2025

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour
Attorneys for Plaintiff

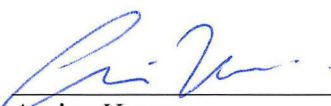
Dated: April __, 2025

FALAKASSA LAW, P.C.

Joshua Falakassa
Attorneys for Plaintiff

Dated: April 4, 2025

HUGHES HUBBARD & REED LLP



Amina Hassan
Attorneys for Niterra North America, Inc.

EXHIBIT “F”

EXHIBIT A

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

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

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*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 _____ workweeks [and/or pay periods](#)** during the PAGA Period. If you believe that you worked more workweeks 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.

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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	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.
The Opt-out Deadline is _____	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).

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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.

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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 \$ ~~108~~000 to the Administrator for services administering the Settlement.

- D. Up to \$20,000 for PAGA Penalties, allocated ~~65~~⁷⁵% to the LWDA PAGA Payment and ~~35~~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. ~~The easiest way to notify the Administrator is to send a written and signed Request for An Exclusion by the _____ Response Deadline. The Request for Form is enclosed with this Notice for your convenience. To request exclusion, you must submit a complete and signed Exclusion should be a Form or a written and signed letter from a Class Member or his/her representative setting forth a Class Member’s 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 a simple clear statement electing to be excluded from the Class Settlement—(e.g., “I request to be excluded from the settlement”).~~

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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]

~~6.~~ 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.

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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. ~~This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Niterra or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this 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, ~~whether known or unknown,~~ against Niterra and the Released Parties that ~~(1) were alleged in the Complaint, the Operative Complaint and/or the applicable PAGA Notice(s); (2) relate to or arise out of the claims alleged in the Complaint,~~

~~the Operative Complaint and/or the applicable PAGA Notice(s); (3) arise out of the facts alleged in the Complaint, the Operative Complaint and/or the applicable PAGA Notice(s); or (4) or~~ reasonably could have been ~~alleged~~asserted in this lawsuit based on the facts alleged in the Complaint, ~~the or~~ Operative Complaint ~~and/or the applicable PAGA Notice(s) 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.

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. ~~This means that all PAGA Members, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Niterra or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.~~

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

All PAGA Members ~~will~~ release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns any and all claims for civil penalties under PAGA against Niterra and the Released Parties that ~~(1) were alleged in the Complaint, the Operative Complaint and/or the applicable PAGA Notice(s); (2) relate) submitted to or arise out of the claims alleged in the Complaint, the Operative Complaint and/or the applicable PAGA Notice(s); (3) arise out of the facts alleged in the Complaint, the Operative Complaint and/or the applicable PAGA Notice(s); or (4) the LWDA and the Operative Complaint, that~~ reasonably could have been ~~alleged~~asserted based on the facts alleged in the Complaint, PAGA Notices and the Operative Complaint and/or that arise from the applicable PAGA Notice(s) specific factual allegations asserted therein (the “Released PAGA Claims”). All PAGA Members who worked for Niterra during the PAGA Period will release the PAGA claims described herein and will receive a portion of the ~~amount set aside as~~ 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 \$75,000.00 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 ~~in~~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.

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Supporting Documentation Required:

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

Challenge Review Process:

The Administrator will ~~resolve Workweek and/or Pay Period challenges based on~~review your submission and ~~on~~may request input from Class Counsel (who will advocate ~~on behalf of~~for Participating Class Members) and Niterra's Counsel ~~before making an initial determination.~~

The Administrator's decision is not final. ~~You can't appeal or otherwise~~All Workweek and/or Pay Period challenges, along with any supporting documentation and the Administrator's resolution, will be filed with the Court, which retains the authority to review any decision made by the Administrator regarding a challenge its final decision.

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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 OPT OUT OF THE CLASS SETTLEMENT?

~~Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Clara Hinson v. Niterra North America, Inc.*, Case No. 30-2023-01345470-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.~~

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. ~~Before deciding whether to object, you may wish to see what Plaintiff and Niterra are asking the Court to approve.~~ 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, ~~for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low.~~ 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.

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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.

8.7. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing _____ at (time) in Department ~~42CX104~~ 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. ~~The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.~~ You can attend (or hire a lawyer, at your own expense, to attend) either personally or virtually via ~~LA Court Connect Zoom~~ (<https://www.lacourt.org/lacacikiosk.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.

9.8. 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 (~~http~~<https://www.lacourtccourts.org/casesummary/ui/index.aspx?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 450920 Los Angeles, California 90067	Mehrdad Bokhour mehrdad@bokhourlaw.com BOKHOUR LAW GROUP, P.C. - 1901 Avenue of the Stars, Suite 450920 - Los Angeles, California 90067 310-975-1493
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Formatted: Finnish

Settlement Administrator:

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

10.9. 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.

11.10. 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.

REQUEST FOR EXCLUSION FORM

Hinson v. Niterra North America, Inc.

Superior Court of California, County of Orange

Case No. 30-2023-01345470-CU-OE-CXC

<u>YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT</u>	
<u>DO NOTHING</u>	~~No action is required to get your share of this Settlement.~~
<u>EXCLUDE YOURSELF</u>	~~Get no payment. This is the only option allowing you to file your own separate lawsuit against Defendant in connection with the claims being settled.~~
<u>OBJECT</u>	~~If you so choose, you may object to this Settlement.~~

I declare as follows:

I am or was a Niterra North America, Inc. (“Niterra”) hourly paid, non-exempt worker who worked for Niterra in California ~~from between~~ August 30, 2019, to August 17, 2024. I have received and reviewed the Notice of Class Action and Proposed Settlement, and I wish to be ***excluded*** from the Settlement Class and ***not*** to participate in the proposed Settlement.

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX – XX – ____
(Social Security Number – last 4 digits only)

This form must be mailed, e-mailed, or faxed to the Settlement Administrator on or before
20242025:

Settlement Administrator
c/o ILYM Group, Inc.

P.O. Box 2031
Tustin, California 92781
Telephone: (888) 250-6810

Fax: (888) 845-6185

Email: claims@ilymgroup.com

[ADDRESS]
[TELEPHONE]
[FAX]

OBJECTION FORM

Hinson v. Niterra North America, Inc.
Superior Court of California, County of Orange
Case No. 30-2023-01345470-CU-OE-CXC

<u>YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT</u>	
<u>DO NOTHING</u>	~~No action is required to get your share of this Settlement.~~
<u>EXCLUDE YOURSELF</u>	~~Get no payment. This is the only option allowing you to file your own separate lawsuit against Defendant in connection with the claims being settled.~~
<u>OBJECT</u>	~~If you so choose, you may object to this Settlement.~~

If you wish to object to the Settlement, you may submit this form (or any other written statement) stating the basis for your objection, along with any documents that support your objection, to the Settlement Administrator on or before , 2024⁵ as follows:

Settlement Administrator:
Niterra North America, Inc., Settlement Administrator
c/o ILYM Group, Inc.
{ADDRESS} P.O. Box 2031
Tustin, California 92781
{TELEPHONE} Telephone: (888) 250-6810
{FAX} Fax: (888) 845-6185
Email: claims@ilymgroup.com

Even if you object to the Settlement, you will still receive your pro rata share of the Net Settlement Amount, if the Court approves the Settlement.

I object to the proposed settlement for the following reasons:

(If you need more space, please attach additional pages to this form.)

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX - XX - ____ ____ ____ ____
(Social Security Number – last 4 digits only)

EXHIBIT “G”

**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 _____ workweeks and/or pay periods** during the PAGA Period. If you believe that you worked more workweeks 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 \$ 8,000 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 a clear statement electing to be excluded from the Class Settlement (e.g., “I request to be excluded from the settlement”).

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 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.

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 PAGA against Niterra and the Released Parties that were alleged in the applicable PAGA Notice(s) submitted to the LWDA and the Operative Complaint, that reasonably could have been asserted based on the facts alleged in the PAGA Notices and the Operative Complaint, or that arise from the specific factual allegations asserted therein (the "Released PAGA Claims"). All PAGA Members who worked for Niterra during the PAGA Period will release the PAGA claims described herein and will receive a portion of the PAGA penalties, regardless of whether they opt out of the release of the Class Claims.

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 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 resolution, will be filed with the Court, which retains the authority to review any decision made by the Administrator regarding a challenge.

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.

REQUEST FOR EXCLUSION FORM

Hinson v. Niterra North America, Inc.

Superior Court of California, County of Orange
Case No. 30-2023-01345470-CU-OE-CXC

I declare as follows:

I am or was a Niterra North America, Inc. (“Niterra”) hourly paid, non-exempt worker who worked for Niterra in California between August 30, 2019, to August 17, 2024. I have received and reviewed the Notice of Class Action and Proposed Settlement, and I wish to be ***excluded*** from the Settlement Class and ***not*** to participate in the proposed Settlement.

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Social Security Number – last 4 digits only)

This form must be mailed, e-mailed, or faxed to the Settlement Administrator on or before
_____, 2025:

Settlement Administrator
c/o ILYM Group, Inc.

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

OBJECTION FORM

Hinson v. Niterra North America, Inc.

Superior Court of California, County of Orange

Case No. 30-2023-01345470-CU-OE-CXC

If you wish to object to the Settlement, you may submit this form (or any other written statement) stating the basis for your objection, along with any documents that support your objection, to the Settlement Administrator on or before , 2025 as follows:

Settlement Administrator:
Niterra North America, Inc., Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, California 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

Even if you object to the Settlement, you will still receive your pro rata share of the Net Settlement Amount, if the Court approves the Settlement.

I object to the proposed settlement for the following reasons:

(If you need more space, please attach additional pages to this form.)

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Social Security Number – last 4 digits only)

EXHIBIT “H”

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE**
10

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

13 Plaintiff,

14 v.

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

18 Defendants.
19
20
21

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

Assigned to Hon. Melissa R. McCormick

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

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

9 **IT IS HEREBY ORDERED THAT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. The deadline to respond to opt-out of the Settlement shall be 60 days after the Settlement Administrator mails the Class Notice plus an additional 14 days for Class Members whose Class Notice is re-mailed. Any Settlement Class Member who wishes to be excluded from the Settlement must submit a written and signed Request for Exclusion to the Settlement Administrator via mail, fax, or email in accordance with the procedures set forth in Settlement Agreement and Class Notice. To be valid, the Request for Exclusion must include the full name, address, telephone number, last four digits of the social security number, and signature and the following statement (or a 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.” To be valid, a Request for Exclusion must be faxed, emailed, or postmarked by the Response Deadline. All individuals who properly and timely exclude themselves from the Settlement shall not be considered Settlement Class Members, and shall have no rights with respect to the Settlement, shall have no interest in the Settlement proceeds, and shall have no standing to object to the Settlement.

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

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

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

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

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

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

TBD	Preliminary Approval (PA) hearing
<i>(within 7 calendar days after notice of entry of Order Granting Preliminary Approval)</i>	Deadline for Defendant to send Class Data to Settlement Administrator
<i>(within 15 calendar days after receipt of Class Data)</i>	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members.
<i>(60 calendar days after mailing the Notice Packet, plus an additional 14 days for Settlement Class Members whose Class Notice is re-mailed)</i>	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
<i>60 calendar days after mailing the Notice Packet, plus an additional 14 days for Settlement Class Members whose Class Notice is re-mailed</i>	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.
<u>August 14, 2025 at 2:00 p.m.</u>	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

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

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6 20. The Court may, for good cause shown, extend any of the deadlines set forth in this
7 Order without further notice to Settlement Class Members. In the event that the Settlement does not
8 receive final approval or the Effective Date of the Settlement does not occur for any reason, this
9 Order, the Settlement, and the Settlement Agreement shall be rendered null and void and shall be
10 vacated. Further, the fact that the parties were willing to stipulate to certification of a class for
11 settlement purposes shall have no bearing on, nor be admissible in connection with, the issue of
12 whether a class should be certified in a non-settlement context, and the parties to the Settlement shall
13 be deemed to have reverted to their respective status as of the date and time immediately prior to the
14 execution of the Settlement Agreement. If the Court grants Final Approval, effective on the date when

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15 Niterra fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed
16 on the Wage Portion of the Individual Class Payments, each Participating Class Member, on behalf
17 of themselves and their respective former and present representatives, agents, attorneys, heirs,
18 spouses, domestic partners, administrators, successors, and assigns, shall conclusively be deemed to
19 have fully, finally, and forever released and discharged the Participating Class Members' Released
20 Claims (as defined in the Settlement Agreement) against Defendant and the Released Parties.

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21 Similarly, effective on the date when Niterra fully funds the entire Gross Settlement Amount and
22 funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,, each
23 PAGA Member, on behalf of themselves and their respective former and present representatives,
24 agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns, shall
25 conclusively be deemed to have fully, finally, and forever released and discharged the Released
26 PAGA Claims (as defined in the Settlement Agreement) against Defendant and the Released Parties.

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27 Further, effective on the date when Niterra fully funds the entire Gross Settlement Amount and funds
28 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,, all

1 Participating Class Members and their successors, or anyone purporting to make a claim on their
2 behalf or derivative of their claims, shall be permanently enjoined and forever barred from asserting
3 any Participating Class Members' Released Claims against Defendant and the Released Parties.
4 Likewise, all PAGA Members and their successors, or anyone purporting to make a claim on their
5 behalf or derivative of their claims, shall be permanently enjoined and forever barred from asserting
6 any Released PAGA Claims against Defendant and the Released Parties.
7 21. Additionally, the Court retains jurisdiction to enforce the terms of the Settlement
8 Agreement and this Order pursuant to California Code of Civil Procedure § 664.6.

10 IT IS SO ORDERED.

11 DATED: _____, 2025

HON. MELISSA R. MCCORMICK
JUDGE OF THE SUPERIOR COURT

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EXHIBIT “I”

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

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

Plaintiff,

v.

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

Defendants.

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

Assigned to Hon. Melissa R. McCormick

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

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

9 **IT IS HEREBY ORDERED THAT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 TBD	Preliminary Approval (PA) hearing
10 <i>(within 7 calendar days after notice of</i> 11 <i>entry of Order Granting Preliminary</i> 12 <i>Approval)</i>	Deadline for Defendant to send Class Data to Settlement Administrator
13 <i>(within 15 calendar days after receipt</i> 14 <i>of Class Data)</i>	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members.
15 <i>(60 calendar days after mailing the</i> 16 <i>Notice Packet, plus an additional 14</i> 17 <i>days for Settlement Class Members</i> 18 <i>whose Class Notice is re-mailed)</i>	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
19 <i>60 calendar days after mailing the</i> 20 <i>Notice Packet, plus an additional 14</i> 21 <i>days for Settlement Class Members</i> 22 <i>whose Class Notice is re-mailed</i>	Deadline for Settlement Class Members to submit Requests for Exclusion and Objections to the Settlement.
23 16 court days before the Final 24 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.
25 9 court days before the Final Approval 26 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.
27 5 court days before the final approval 28 hearing	Deadline for filing of any written reply to opposition to Motion for Final Approval of Settlement.
August 14, 2025 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

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

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

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

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

9
10 **IT IS SO ORDERED.**

11 DATED: _____, 2025

12 HON. MELISSA R. MCCORMICK
13 JUDGE OF THE SUPERIOR COURT
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1 **PROOF OF SERVICE**

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

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

6 On April 7, 2024, I served the following document(s) described as **SUPPLEMENTAL**
7 **DECLARATION OF MEHRDAD BOKHOUR IN SUPPORT OF PLAINTIFF'S MOTION**
8 **FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested
parties in this action:

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

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

17 **BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via
18 electronic service provider First Legal to the person(s) identified above at the email
19 address(es) indicated and did not, within a reasonable time after transmission, receive any
20 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.

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

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

24
25 /s/ Carlos Garcia
26 Carlos Garcia
27
28