

BOKHOUR LAW GROUP, P.C.
Mehrddad 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

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

Hearing Information:

Date: August 28, 2025
Time: 2:00 p.m.
Dept.: CX104

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. This declaration is submitted in support of Plaintiff’s Motion for Preliminary
9 Approval of Class Action and PAGA Settlement and in response to the Court’s Minute Order dated
10 May 1, 2025, and its earlier order dated February 13, 2025.

11 **Amendment to the Settlement Agreement**

12 3. In accordance with the Court’s order, the Parties have executed an amendment to the
13 Settlement Agreement. The amendment:

- 14 • Narrows the scope of the “Release by Participating Class Members Who Are Not
15 PAGA Members” (§5.2) to exclude overbroad language and to clarify that the release
16 is limited to claims based on the facts alleged in the operative complaint.
- 17 • Narrows the “Release by PAGA Members” (§5.3) to include only claims for civil
18 penalties under PAGA that were alleged in the operative complaint and LWDA
19 notice(s).
- 20 • Revises the “Response Deadline” (§1.43) to explicitly include the deadline to submit
21 disputes.
- 22 • Revises the dispute resolution provisions (§§7.6 and 7.8.3) to require the
23 Administrator to file with the Court: (a) a list of all submitted disputes, (b) the
24 supporting evidence, and (c) the resolution. The Court retains authority to review
25 any such determinations.

26 4. A redlined version of each amended provision is included in the amendment to the
27 amended settlement agreement for the Court’s reference, as well as a clean version of each revised
28 paragraph. **Exhibit A.**

1 **Administrator's Fees**

2 5. The Parties have resolved the discrepancies related to the not-to-exceed fees for the
3 Settlement Administrator. The amended Settlement Agreement (§3.2.3), Notice, and proposed
4 order have been revised to reflect a not-to-exceed amount of \$7,750, as stated in the Settlement
5 Administrator's declaration and invoice.

6 **Calculation Basis for PAGA Payment**

7 6. The Parties have revised the Notice to correct the inconsistency identified by the
8 Court regarding the basis for calculating individual PAGA payments. The Notice now reflects that
9 payments will be calculated based on workweeks and/or pay periods, in accordance with the
10 settlement agreement.

11 7. Attached hereto as **Exhibit B** is the redline and clean copy of the Amended Class
12 Notice.

13 **Attorney's Fees**

14 8. As noted in my prior declaration, Plaintiff seeks an award of attorneys' fees of
15 33.33% of the Gross Settlement Amount. While the Court has indicated that it is unlikely to approve
16 fees exceeding 30% absent unique circumstances, Plaintiff respectfully maintains that the requested
17 amount is reasonable in light of the contingent nature of the case, the risks involved, the skill
18 required, and the substantial time and effort expended. However, Plaintiff will further address this
19 issue in briefing for the final approval hearing if necessary.

20 **Enhancement Award**

21 9. Plaintiff seeks an enhancement award of \$7,500 in recognition of her time, efforts,
22 and the reputational and financial risks she undertook in pursuing this case. Plaintiff acknowledges
23 that the enhancement award is not being awarded in exchange for a general release of individual
24 claims. The proposed enhancement is based solely on Plaintiff's service to the class, and not as
25 consideration for any broader release of claims..

26 **Service to the LWDA**

27 10. Plaintiff has served the LWDA with the amendment to the Settlement Agreement,
28 this declaration, and all amended and supplemental documents, including the revised Settlement

1 Agreement and Notice. Proof of service will be filed with the Court.

2 11. Attached hereto as **Exhibit "C"** is the revised Proposed Order incorporating the
3 changes requested by the Court.

4
5 I declare under penalty of perjury under the laws of the State of California that the foregoing
6 is true and correct on this 15th of August 2025, in Los Angeles, California.

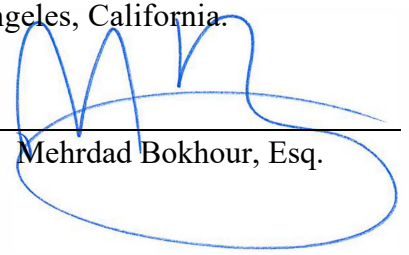
7
8 By: 
9 Mehrdad Bokhour, Esq.

EXHIBIT “A”

AMENDMENT TO AMENDED CLASS AND PAGA SETTLEMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.43 Response Deadline [redlined version of Section 1.43]

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

1.43 Response Deadline [clean version of amended Section 1.43]

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

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

7.6 Challenges to Calculation of Workweeks [redlined version of Section 7.6]

8 Each Class Member shall have 60 calendar days after the Administrator mails the Class
 9 Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed)
 10 to challenge the number of Class Workweeks and/or PAGA Pay Periods ~~(if any)~~ allocated to the
 11 Class Member as stated in the Class Notice. The Class Member may submit a challenge ~~the~~
 12 ~~allocation~~ by communicating with the Administrator via fax, email, or mail. The Administrator
 13 ~~must~~shall encourage the ~~challenging~~ Class Member to submit supporting documentation.
 14 In the absence of ~~any~~ contrary documentation, the Administrator is entitled to presume that the
 15 Class Workweeks ~~contained~~ and/or Pay Periods stated in the Class Notice are ~~correct~~ accurate so
 16 long as they are consistent with the Class Data. The Administrator's initial determination of
 17 ~~each~~ any dispute shall be communicated to the Class ~~Member's allocation of Workweeks~~ Member
 18 ~~and/or Pay Periods shall be~~ provided to Class Counsel and Defense Counsel ~~and Class Counsel,~~
 19 ~~and~~. The Administrator shall file with the Court: (a) a list of all such disputes submitted by Class
 20 Members; (b) the evidence submitted, in support of each dispute; and (c) the Administrator's
 21 determination and resolution of each ~~such disputes shall be filed with the Court dispute.~~ The Court
 22 retains ~~the~~ authority to review and, if necessary, modify or overturn any decision ~~determination~~
 23 made by the Administrator regarding ~~a dispute over the number of~~ Workweeks or Pay Periods
 24 allocated to a Class Member.

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

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

to challenge the number of Class Workweeks and/or PAGA Pay Periods allocated to the Class Member as stated in the Class Notice. The Class Member may submit a challenge by communicating with the Administrator via fax, email, or mail. The Administrator shall encourage the Class Member to submit supporting documentation.

In the absence of contrary documentation, the Administrator is entitled to presume that the Class Workweeks and/or Pay Periods stated in the Class Notice are accurate so long as they are consistent with the Class Data. The Administrator's initial determination of any dispute shall be communicated to the Class Member and provided to Class Counsel and Defense Counsel. The Administrator shall file with the Court: (a) a list of all such disputes submitted by Class Members; (b) the evidence submitted in support of each dispute; and (c) the Administrator's determination and resolution of each dispute. The Court retains authority to review and, if necessary, modify or overturn any determination made by the Administrator regarding the number of Workweeks or Pay Periods allocated to a Class Member.

7.8.3 Workweek and/or Pay Period Challenges [redlined version of Section 7.8.3]

The Administrator ~~has the~~shall have authority to ~~address and make initial decisions~~the initial determination on any Class Member challenge regarding the number of Workweeks and/or Pay Periods allocated to that Class Member, consistent with the terms of this Agreement~~on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. However, all.~~For each such dispute, the Administrator shall ~~be filed~~file with the Court~~, and the Court may review any decision made by the Administrator regarding a claim dispute.:~~(a) a record of the dispute submitted; (b) any evidence provided by the Class Member in support of the challenge; and (c) the Administrator's resolution of the dispute. The Court retains the authority to review, and if necessary, modify or overturn, any determination made by the Administrator concerning a Class Member's Workweeks or Pay Periods.

7.8.3 Workweek and/or Pay Period Challenges [clean version of amended Section 7.8.3]

The Administrator shall have authority to make the initial determination on any Class Member challenge regarding the number of Workweeks and/or Pay Periods allocated to that Class Member, consistent with the terms of this Agreement. For each such dispute, the Administrator

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

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

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

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

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

4.2 Class Data [redlined version of Section 4.2]

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

4.2 Class Data [clean version of amended Section 4.2]

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

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

APPROVAL AND EXECUTION BY PARTIES:

8/13/2025
Dated: August __, 2025

Signed by:

9277313F8EA242F...
Plaintiff Clara Hinson

Dated: August __, 2025

Defendant Niterra North America, Inc.

Approved As to Content:

8/13/2025
Dated: August __, 2025

BOKHOUR LAW GROUP, P.C.

Signed by:

D8D3643F271940F...
Mehrdad Bokhour
Attorneys for Plaintiff

8/13/2025
Dated: August __, 2025

FALAKASSA LAW, P.C.

DocuSigned by:

15A628B2C5A149C...
Joshua Falakassa
Attorneys for Plaintiff

Dated: August __, 2025

HUGHES HUBBARD & REED LLP

Amina Hassan
Attorneys for Niterra North America, Inc.

1 **APPROVAL AND EXECUTION BY PARTIES:**

2 Dated: August __, 2025

3 Plaintiff Clara Hinson

4
5 Dated: August 14, 2025

6 Defendant Niterra North America, Inc.

7 **Approved As to Content:**

8
9 Dated: August __, 2025

BOKHOUR LAW GROUP, P.C.

11 Mehrdad Bokhour
12 Attorneys for Plaintiff

13
14 Dated: August __, 2025

FALAKASSA LAW, P.C.

16 Joshua Falakassa
17 Attorneys for Plaintiff

18
19 Dated: August 14, 2025

HUGHES HUBBARD & REED LLP

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

EXHIBIT “B”

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

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

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

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

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

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

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

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

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

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

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Niterra employee. The Action accuses Niterra of violating California labor laws, asserting claims based on Niterra’s alleged: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to pay sick time wages, (4) failure to provide meal periods; (5) failure to provide rest breaks; (6) failure to provide accurate itemized wage statements; (7) failure to pay all wages due upon separation of employment; and (8) violation of California’s Unfair Competition Law (“UCL”). Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. (“Class Counsel.”)

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

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

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

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

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

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

1. Niterra Will Pay \$375,000 as the Gross Settlement Amount (Gross Settlement). Niterra has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Niterra will fund the Gross Settlement not more than 15 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$125,000 (33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$ ~~8,000~~7,750 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment

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

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

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

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

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

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

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

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

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

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

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period

Pay Periods worked by each individual PAGA Member.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, based on Niterra's records, are stated on the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

Supporting Documentation Required:

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

Challenge Review Process:

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

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

5. HOW WILL I GET PAID?

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

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

6. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. At least 16 days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

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

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

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

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

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

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

7. CAN I ATTEND THE FINAL APPROVAL HEARING?

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

most current information.

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

8. HOW CAN I GET MORE INFORMATION?

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

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

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

Class Counsel:

Joshua S. Falakassa josh@falakassalaw.com FALAKASSA LAW, P.C. 1901 Avenue of the Stars, Suite 920 Los Angeles, California 90067	Mehrdad Bokhour mehrdad@bokhourlaw.com BOKHOUR LAW GROUP, P.C. 1901 Avenue of the Stars, Suite 920 Los Angeles, California 90067 310-975-1493
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Settlement Administrator:

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

9. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

10. WHAT IF I CHANGE MY ADDRESS?

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

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

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

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

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

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

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

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

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

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

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

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Niterra employee. The Action accuses Niterra of violating California labor laws, asserting claims based on Niterra’s alleged: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to pay sick time wages, (4) failure to provide meal periods; (5) failure to provide rest breaks; (6) failure to provide accurate itemized wage statements; (7) failure to pay all wages due upon separation of employment; and (8) violation of California’s Unfair Competition Law (“UCL”). Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. (“Class Counsel.”)

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

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

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

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

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

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

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

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

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

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

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

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

CLASS CLAIMS IN THIS LAWSUIT”).

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

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

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

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

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

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

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

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

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

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

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

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

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

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

Supporting Documentation Required:

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

Challenge Review Process:

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

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

5. HOW WILL I GET PAID?

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

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

6. HOW DO I OBJECT TO THE SETTLEMENT?

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

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

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

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

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

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

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

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

7. CAN I ATTEND THE FINAL APPROVAL HEARING?

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

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

8. HOW CAN I GET MORE INFORMATION?

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

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

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

Class Counsel:

Joshua S. Falakassa josh@falakassalaw.com FALAKASSA LAW, P.C. 1901 Avenue of the Stars, Suite 920 Los Angeles, California 90067	Mehrdad Bokhour mehrdad@bokhourlaw.com BOKHOUR LAW GROUP, P.C. 1901 Avenue of the Stars, Suite 920 Los Angeles, California 90067 310-975-1493
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Settlement Administrator:

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

9. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

10. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT “C”

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

9 **IT IS HEREBY ORDERED THAT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 telephone number, case number and a concise statement of objections. Any Settlement Class Member
2 may appear at the Final Approval Hearing and verbally object or be heard whether or not they have
3 filed a written objection.

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

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

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

18	TBD	Preliminary Approval (PA) hearing
19	<i>(within 7 calendar-business days after</i>	
20	<i>notice of entry of Order Granting</i>	Deadline for Defendant to send Class Data to
21	<i>Preliminary Approval)</i>	Settlement Administrator
22	<i>(within 15 calendar days after receipt</i>	
23	<i>of Class Data)</i>	Deadline for Settlement Administrator to complete
24	<i>(60 calendar days after mailing the</i>	first mailing of the Notice Packet to all Settlement
25	<i>Notice Packet, plus an additional 14</i>	Class Members.
26	<i>calendar days for Settlement Class</i>	
27	<i>Members whose Class Notice is re-</i>	Deadline for Settlement Class Members to
28	<i>mailed)</i>	challenge the number of Class Workweeks and
	<i>60 calendar days after mailing the</i>	PAGA Pay Periods (if any) allocated to that
	<i>Notice Packet, plus an additional 14</i>	Settlement Class Member in the Class Notice
	<i>calendar days for Settlement Class</i>	
	<i>Members whose Class Notice is re-</i>	Deadline for Settlement Class Members to submit
	<i>mailed)</i>	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</u> at 2:00 p.m.	Final Approval Hearing
Within 15 calendar days after the Effective Date	Defendant to deliver court approved funds to Settlement Administrator
No later than 10 calendar days after the deposit of funds from Defendant	Settlement Administrator to issue checks

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

20. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to Settlement Class Members. In the event that the Settlement does not receive final approval or the Effective Date of the Settlement does not occur for any reason, this Order, the Settlement, and the Settlement Agreement shall be rendered null and void and shall be vacated. Further, the fact that the parties were willing to stipulate to certification of a class for settlement purposes shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context, and the parties to the Settlement shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of the Settlement Agreement. If the Court grants Final Approval, effective on the date when Niterra fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, each Participating Class Member, on behalf

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

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

21
22 **IT IS SO ORDERED.**

23 DATED: _____, 2025

24 HON. MELISSA R. MCCORMICK
25 JUDGE OF THE SUPERIOR COURT
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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 920, Los Angeles, California 90067.

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

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

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

PROOF OF SERVICE