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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

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*

**ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND PAGA  
SETTLEMENT**

1           On August 28, 2025, the Court considered Plaintiff Clara Hinson’s (“Plaintiff”) Motion for  
2 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 and amendment thereto (together, “Settlement  
5 Agreement” or “Settlement”), and the Notice of Proposed Class Action and PAGA Settlement  
6 (“Notice Packet”) and the supplemental documents submitted in support of Plaintiff’s Motion.  
7 Having considered Plaintiff’s Motion, the accompanying declarations in support thereof, and all  
8 supporting legal authorities and documents, the Court ordered as follows:

9           **IT IS HEREBY ORDERED THAT:**

10           1.       This Order uses and incorporates by reference the definitions in the Settlement  
11 Agreement attached hereto as **Exhibit “A.”** The Notice Packet is attached hereto as **Exhibit “B,”**  
12 and the certified Spanish translation of the Notice Packet is attached hereto as **Exhibit “C.”**

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

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

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

26           5.       The Court approves, as to form and content, the proposed Notice Packet attached  
27 hereto as Exhibit B.

28           6.       The Court directs the mailing of the Notice Packet by first-class mail to the

1 Settlement Class Members pursuant to the terms of the Settlement Agreement. The Court finds that  
2 the dissemination of the Notice Packet set forth in the Settlement Agreement complies with the  
3 requirements of due process of law and appears to be the best notice practicable under the  
4 circumstances.

5 7. The Gross Settlement Amount is \$375,000. The Court hereby preliminarily  
6 approves attorneys' fees not to exceed \$112,500, class counsel litigation costs not to exceed  
7 \$25,000, an enhancement award not to exceed \$5,000 to the named Plaintiff, a PAGA Payment of  
8 \$20,000 (of which 75% or \$15,000 will be paid to the California Labor and Workforce  
9 Development Agency); and Settlement Administration Costs not to exceed \$7,750.

10 8. The Court preliminarily approves ILYM Group, Inc. as the Settlement  
11 Administrator. The Settlement Administrator is ordered to carry out its settlement administration  
12 duties pursuant to the terms of the Settlement Agreement.

13 9. The following dates shall govern:

<i>(within 7 business days after notice of entry of Order Granting Preliminary Approval)</i>	Deadline for Defendant to send Class Data to Settlement Administrator
<i>(within 15 calendar days after receipt of Class Data)</i>	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Settlement Class Members.
<i>(60 calendar days after mailing the Notice Packet, plus an additional 14 calendar days for Settlement Class Members whose Class Notice is re-mailed)</i>	Deadline for Settlement Class Members to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to that Settlement Class Member in the Class Notice
<i>60 calendar days after mailing the Notice Packet, plus an additional 14 calendar days for Settlement Class Members whose Class Notice is re-mailed</i>	Deadline for Settlement Class Members to submit Requests for Exclusion and Objections to the Settlement.
16 court days before the Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs and Service Payment.
February 19, 2026 at 2:00 p.m.	Final Approval Hearing

28 10. A final approval hearing shall be held in this Court on February 19, 22026 at 2:00

1 p.m. to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should  
2 be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class  
3 Counsel; and (3) the amount of service award to the Class Representative.

4 11. The Court retains jurisdiction to enforce the terms of the Settlement Agreement and  
5 this Order pursuant to California Code of Civil Procedure § 664.6.

6 **IT IS SO ORDERED.**

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9 DATED: September 3, 2025



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MELISSA R. MCCORMICK  
JUDGE OF THE SUPERIOR COURT

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# EXHIBIT “A”

## AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

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

### **1. DEFINITIONS.**

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

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

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

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

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

## **2. RECITALS.**

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

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

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

3. MONETARY TERMS.

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

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

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

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

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

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

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

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

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

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

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. **SETTLEMENT ADMINISTRATION.**

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

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

7.5 Requests for Exclusion (Opt-Outs)

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

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

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

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

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

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be provided to Defense Counsel

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

7.7 Objections to Settlement.

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

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

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

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

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

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

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

7.8.3 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make initial decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. However, all such disputes shall be filed with the Court, and the Court may review any decision made by the Administrator regarding a claim dispute.

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

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

8. **ESCALATOR CLAUSE.** Based on information reasonably available to it, Niterra has represented that the actual weeks worked by the Settlement Class during the Class Period is approximately 7,800 workweeks. If the number of workweeks worked by the Settlement Class during the Class Period is more than 10% greater than 7,800, Niterra shall increase the Gross Settlement Amount on a proportional basis that reflects the percentage over 10%.
9. **NITERRA'S RIGHT TO WITHDRAW.** If ten percent (10%) or more of the Class Members, or a number of Class Members whose Individual Settlement Payments represent ten percent (10%) or more of the total of all Individual Settlement Payments, validly elect not to participate in the Settlement, Niterra will have the right to rescind the Settlement, and the Settlement shall be void ab initio, will have no force or effect whatsoever, and neither Party will have any further obligation to perform under the Agreement, except that

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

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

10.1 Response to Objections. Each Party retains the right to respond to any objection raised to the Settlement, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to attempt to address the Court’s concerns. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. The parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all appeals from the final approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiff and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Payment or the Class Counsel Fees or Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff or the Class to avoid the Settlement. Niterra’s payment obligation under the Settlement will be suspended pending an appeal of the Judgment.

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

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

12. ADDITIONAL PROVISIONS.

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

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

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

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

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

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

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

**To Plaintiff and the Settlement Class:**

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

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

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

**To Niterra:**

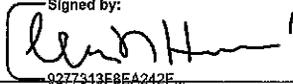
Amina Hassan  
*amina.hassan@hugheshubbard.com*  
**HUGHES HUBBARD & REED LLP**  
One Battery Park Plaza, 17<sup>th</sup> Floor  
New York, New York 10004

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

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

4/6/2025

Dated: April \_\_, 2025

Signed by:  
  
0277313F6EA242F...  
Plaintiff Clara Hinson

Dated: April \_\_, 2025

Defendant Niterra North America, Inc.

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

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

**To Niterra:**

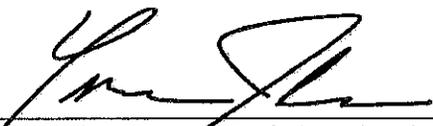
Amina Hassan  
*amina.hassan@hugheshubbard.com*  
**HUGHES HUBBARD & REED LLP**  
One Battery Park Plaza, 17<sup>th</sup> Floor  
New York, New York 10004

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

Dated: April \_\_, 2025

\_\_\_\_\_  
Plaintiff Clara Hinson

Dated: April 4, 2025

  
\_\_\_\_\_  
Defendant Niterra North America, Inc.

**Approved As to Content:**

4/3/2025

Dated: April \_\_, 2025

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

Signed by:  
  
D8D3643F271940E...

Mehrdad Bokhour  
Attorneys for Plaintiff

4/3/2025

Dated: April \_\_, 2025

**FALAKASSA LAW, P.C.**

DocuSigned by:  
  
15A628B2C5A149C...

Joshua Falakassa  
Attorneys for Plaintiff

Dated: April \_\_, 2025

**HUGHES HUBBARD & REED LLP**

\_\_\_\_\_  
Amina Hassan  
Attorneys for Niterra North America, Inc.

**Approved As to Content:**

Dated: April \_\_, 2025

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

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Mehrdad Bokhour  
Attorneys for Plaintiff

Dated: April \_\_, 2025

**FALAKASSA LAW, P.C.**

---

Joshua Falakassa  
Attorneys for Plaintiff

Dated: April 4, 2025

**HUGHES HUBBARD & REED LLP**



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Amina Hassan  
Attorneys for Niterra North America, Inc.

**AMENDMENT TO AMENDED CLASS AND PAGA SETTLEMENT AGREEMENT**

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

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

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

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

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

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

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

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

5 **5.2. Release by Participating Class Members Who Are Not PAGA Members**

6 **[clean version of amended Section 5.2]**

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

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

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

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

6 **5.3. Release by PAGA Members [clean version of amended Section 5.3]**

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

17 **1.43 Response Deadline [redlined version of Section 1.43]**

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

26 **1.43 Response Deadline [clean version of amended Section 1.43]**

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

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

7 **7.6 Challenges to Calculation of Workweeks [redlined version of Section 7.6]**

8 Each Class Member shall have 60 calendar days after the Administrator mails the Class  
 9 Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed)  
 10 to challenge the number of Class Workweeks and/or PAGA Pay Periods ~~(if any)~~ allocated to the  
 11 Class Member as stated in the Class Notice. The Class Member may submit a challenge the  
 12 allocation by communicating with the Administrator via fax, email, or mail. The Administrator  
 13 ~~must~~shall encourage the ~~challenging~~ Class Member to submit supporting documentation.

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

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

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

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

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

14 **7.8.3 Workweek and/or Pay Period Challenges [redlined version of Section 7.8.3]**

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

25 **7.8.3 Workweek and/or Pay Period Challenges [clean version of amended Section**  
26 **7.8.3]**

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

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

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

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

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

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

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

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

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

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

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

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**APPROVAL AND EXECUTION BY PARTIES:**

8/13/2025

Dated: August \_\_, 2025

Signed by:

*Clara Hinson*

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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:

*MEHRDAD BOKHOUR*

88D8649F271940F...

Mehrdad Bokhour  
Attorneys for Plaintiff

8/13/2025

Dated: August \_\_, 2025

**FALAKASSA LAW, P.C.**

DocuSigned by:

*Joshua Falakassa*

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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

\_\_\_\_\_  
Plaintiff Clara Hinson

3  
4  
5 Dated: August 14, 2025

  
\_\_\_\_\_  
Defendant Niterra North America, Inc.

6 **Approved As to Content:**

7  
8  
9 Dated: August \_\_, 2025

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

\_\_\_\_\_  
Mehrdad Bokhour  
Attorneys for Plaintiff

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12  
13  
14 Dated: August \_\_, 2025

**FALAKASSA LAW, P.C.**

\_\_\_\_\_  
Joshua Falakassa  
Attorneys for Plaintiff

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17  
18  
19 Dated: August 14, 2025

**HUGHES HUBBARD & REED LLP**

  
\_\_\_\_\_  
Amina Hassan  
Attorneys for Niterra North America, Inc.

# EXHIBIT “B”

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

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

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

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

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

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

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

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

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

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

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

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

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<p><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>	<p>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).</p>
<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p>	<p>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.</p>
<p><b>The Opt-out Deadline is _____</b></p>	<p>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).</p>

<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by</b></p> <p>_____</p>	<p>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.</p>
<p><b>You Can Participate in the _____ Final Approval Hearing</b></p>	<p>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.</p>
<p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by</b></p> <p>_____</p>	<p>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.</p>

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

# OBJECTION FORM

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

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

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

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

I object to the proposed settlement for the following reasons:

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number, Including Area Code)

\_\_\_\_\_  
(Social Security Number – last 4 digits only)

**REQUEST FOR EXCLUSION FORM**

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

I declare as follows:

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number, Including Area Code)

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

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

Settlement Administrator  
c/o ILYM Group, Inc.

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

# EXHIBIT "C"

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

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

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

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

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

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

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

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

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

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

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

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

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

### RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

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

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

## 1. ¿DE QUÉ SE TRATA LA DEMANDA?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?**

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

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

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

Documentos de apoyo requeridos:

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

Processo de Rebicion de Desafío:

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

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

## 5. ¿CÓMO ME PAGARÁN?

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

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

encuentra en la Sección 9 de esta Notificación.

## 6. ¿CÓMO ME OPONGO AL ACUERDO?

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

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

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

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

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

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

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

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

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

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

## 8. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

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

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

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

#### Abogados del Colectivo:

Joshua S. Falakassa josh@falakassalaw.com <b>FALAKASSA LAW, P.C.</b> 1901 Avenue of the Stars, Suite 920 Los Angeles, California 90067	Mehrdad Bokhour mehrdad@bokhourlaw.com <b>BOKHOUR LAW GROUP, P.C.</b> 1901 Avenue of the Stars, Suite 920 Los Angeles, California 90067
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#### Administrador del Acuerdo:

ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92781  
Numero de Telefono: (888) 250-6810  
Numero de Fax: (888) 845-6185  
Correo Electronico: [claims@ilymgroup.com](mailto:claims@ilymgroup.com)

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

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

## 10. ¿QUÉ PASA SI CAMBIO MI DIRECCIÓN?

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

**FORMULARIO DE OBJECCIÓN**

**Hinson v. Niterra North America, Inc.**

Tribunal Superior de California, Condado de Orange  
Caso No. 30-2023-01345470-CU-OE-CXC

Si desea objetar el Acuerdo, puede enviar este formulario (o cualquier otra declaración escrita) que indique la base de su objeción, junto con cualquier documento que respalde su objeción, al Administrador del Acuerdo en o antes del                      de 2025 de la siguiente manera:

**Administrador de la liquidación:**

Niterra North America, Inc., Administrador de Acuerdos  
c/o ILYM Group, Inc.  
P.O. Box 2031  
Tustin, California 92781  
Teléfono: (888) 250-6810  
Facsímil: (888) 845-6185  
Correo electrónico: claims@ilymgroup.com

**Incluso si se opone al Acuerdo, seguirá recibiendo su parte prorrateada del Monto neto del Acuerdo, si el Tribunal aprueba el Acuerdo.**

Me opongo al acuerdo propuesto por las siguientes razones:

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(Si necesita más espacio, adjunte páginas adicionales a este formulario).

Fechado: \_\_\_\_\_

\_\_\_\_\_  
(Firma)

\_\_\_\_\_  
(Nombre mecanografiado o impreso)

\_\_\_\_\_  
(Dirección)

\_\_\_\_\_  
(Ciudad, Estado, Código Postal)

\_\_\_\_\_  
(Número de teléfono, incluido el código de área)

XXX - XX - \_\_\_\_\_  
(Número de Seguro Social: solo los últimos 4 dígitos)

**FORMULARIO DE SOLICITUD DE EXCLUSIÓN**

**Hinson v. Niterra North America, Inc.**

Tribunal Superior de California, Condado de Orange

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

Declaro lo siguiente:

Soy o fui un trabajador no exento pagado por hora de Niterra North America, Inc. ("Niterra") que trabajó para Niterra en California entre el 30 de agosto de 2019 y el 17 de agosto de 2024. He recibido y revisado el Aviso de demanda colectiva y el Acuerdo propuesto, y deseo ser **excluido** del Grupo del Acuerdo y **no** participar en el Acuerdo propuesto.

Fecha: \_\_\_\_\_

\_\_\_\_\_  
(Firma)

\_\_\_\_\_  
(Nombre mecanografiado o impreso)

\_\_\_\_\_  
(Dirección)

\_\_\_\_\_  
(Ciudad, Estado, Código Postal)

\_\_\_\_\_  
(Número de teléfono, incluido el código de área)

XXX - XX - \_\_\_\_\_  
(Número de Seguro Social: solo los últimos 4 dígitos)

Este formulario debe enviarse por correo, correo electrónico o fax al Administrador del Acuerdo el \_\_\_\_\_ de 2025 o antes:

Administrador de liquidación  
c/o ILYM Group, Inc.

P.O. Box 2031  
Tustin, California 92781  
Teléfono: (888) 250-6810  
Facsímil: (888) 845-6185  
Correo electrónico: [claims@ilymgroup.com](mailto:claims@ilymgroup.com)