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9 *Additional Parties Listed on Next Page*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES**

12 MARTHA RANGEL, on behalf of herself and all  
13 others similarly situated,

14 Plaintiffs,

15 v.

16 NINA'S MEXICAN FOODS, INC., a California  
17 corporation; RECANA SOLUTIONS LLC, a  
18 Texas limited liability company; and DOES 1  
19 through 100, Inclusive

20 Defendants.

CASE NO.: BC 587941

[Related to Case No.: BC584483]

[Assigned for all purposes to the Hon. Elihu M.  
Berle - Dept. 6, Spring Street Courthouse]

**STIPULATION RE: CLASS ACTION  
SETTLEMENT AND RELEASE**

Action Filed: December 4, 2015  
Trial Date: None

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15 on behalf of other persons similarly situated

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17 Law Offices of Bruce Benjamin,  
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23 RECANA SOLUTIONS, LLC and RECANA, LLC

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26 155 N Lake Ave Ste 800  
27 Pasadena, CA 91101-1857  
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Attorneys for Defendant  
NINA'S MEXICAN FOODS, INC.



1           1.6     “Class Information” means information regarding Settlement Class Members that  
2 Defendants will compile in good faith from their records and provide to the Settlement  
3 Administrator. The Class Information shall be formatted as a Microsoft Excel spreadsheet and  
4 shall include: (a) each Settlement Class Member’s employee number; (b) full name; (c) last known  
5 address; (d) last known home telephone number; (e) Social Security Number; and (f) start and end  
6 dates of employment or assignment at Nina’s in California as a non-exempt employee. The Class  
7 Information is confidential, and the Settlement Administrator may not disclose the Class  
8 Information to any person, except as required by law or the provisions of this Agreement.

9           1.7     “Class Period” means claims arising from employment during the period from  
10 December 4, 2011 through November 3, 2015.

11           1.8     “Class Representative Service Award” means the amount that the Court authorizes  
12 to be paid to Plaintiff, in addition to her Individual Settlement Payment, in recognition of her  
13 efforts and risks in assisting with the prosecution of the Action and in exchange for executing a  
14 General Release of Defendants.

15           1.9     “Compensable Workweeks” means the number of workweeks during which  
16 Settlement Class Members were employed by or assigned to work for Nina’s in non-exempt  
17 positions during the Class Period. Using the Class Information, the Settlement Administrator will  
18 calculate the number of workweeks worked by each Settlement Class Member who was employed  
19 by or assigned to work for Nina’s in an hourly paid, non-exempt position during the Class Period,  
20 dividing by seven, and rounding up to the nearest whole number.

21           1.10    “Court” shall mean the Superior Court of California, County of Los Angeles.

22           1.11    “Defendants” means Nina’s Mexican Foods, Inc. and Recana Solutions, LLC, and  
23 Recana LLC.

24           1.12    “Defense Counsel” or “Counsel for Defendants” shall mean Cynthia E. Gitt, Brown  
25 Gitt Law Group ALC, 155 N Lake Ave Ste 800, Pasadena, CA 91101-1857, representing Nina’s;  
26 and Bruce Benjamin, Esq., Law Offices of Bruce Benjamin, Equitable Plaza, 3435 Wilshire Blvd  
27 Ste. 1669, Los Angeles, CA 90010, representing Recana.

28           1.13    “Effective Date” means the latest of the following dates: “(i) the expiration of the

1 date for any timely appeal from the judgment granting final approval of this Settlement without any  
2 timely appeal having been filed, or (ii) if a timely appeal is filed, the date of the final resolution of  
3 that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final  
4 approval of the Settlement.

5 1.14 “Estimated Individual Settlement Payment” means the estimated amount payable to  
6 each Settlement Class Member.

7 1.15 “Individual Settlement Payment” means the amount payable from the Net  
8 Settlement Amount to each Settlement Class Member.

9 1.16 “LWDA PAGA Allocation” means the seventy-five percent (75%) portion of the  
10 PAGA Payment to be paid to the State of California’s Labor Workforce Development Agency  
11 (LWDA).

12 1.17 “Maximum Settlement Amount” means One Hundred Sixty-one Thousand Dollars  
13 (\$161,000).

14 1.18 “ Net Settlement Amount” means the Maximum Settlement Amount, less Class  
15 Counsel Award, Class Representative Service Award, Settlement Administrator Costs, and the  
16 LWDA PAGA Allocation.

17 1.19 “Notice of Settlement” means the Notice of Pending Class Action Settlement  
18 substantially in the form attached hereto as Exhibit A. Any changes to the Notice at the direction of  
19 the Court will not necessitate a revision of this Agreement.

20 1.20 “Operative Complaints” means the Complaints filed in this Action. On June 8,  
21 2015, Plaintiff filed the first of two lawsuits against Defendants in the Superior Court of the State  
22 of California, County of Los Angeles, case number BC 584483. Plaintiff then filed, on July 13,  
23 2015, a second lawsuit against Defendants in the Superior Court of the State of California, County  
24 of Los Angeles, case number BC 587941. A third consolidated First Amended Complaint was  
25 filed on October 28, 2015 against Defendants in the Superior Court of the State of California,  
26 County of Los Angeles, case number BC 587941 with related case 584483.

27 1.21 “Parties” means Plaintiff and Defendants, and “Party” shall mean either Plaintiff or  
28 a Defendant, individually.

1           1.22 “PAGA Payment” means the amount payable from the Maximum Settlement  
2 Amount to resolve claims under the California Private Attorney General Act (“PAGA”) alleged in  
3 the Action.

4           1.23 “Payment Ratio” means the respective Compensable Workweeks for each  
5 Settlement Class Member divided by the total Compensable Workweeks for all Settlement Class  
6 Members.

7           1.24 “Plaintiff” means Martha Rangel.

8           1.25 “Released Claims” means all causes of action alleged or that could have been  
9 alleged by the members of the Settlement Class based on the facts actually alleged in the Action’s  
10 Operative Complaints or that could have been included in the Action’s Operative Complaints under  
11 California or Federal law (including the Fair Labor Standards Act) based on the facts actually  
12 alleged in the Operative Complaints, including all of the following claims for relief actually  
13 pleaded under California law : (1) failure to pay all wages earned during each pay period including  
14 overtime and minimum wages; (2) failure to pay timely wages upon cessation of employment; (3)  
15 failure to furnish accurate wage statements; (4) failure to provide timely and compliant rest  
16 periods; (5) failure to provide timely and compliant meal periods (6) unfair competition (Bus. &  
17 Prof. Code §§ 17200, *et seq.*); (7) violation of Labor Code §§ 2699 *et seq.*; (8) any other claims or  
18 penalties under the wage and hour laws of California and the United States pleaded in the Action or  
19 that could have been pleaded based on the actual allegations, claims, facts and/or legal theories  
20 alleged therein; and (9) all damages, penalties, interest and other amounts recoverable under said  
21 causes of action under California and federal law, to the extent permissible, including but not  
22 limited to the California Labor Code as to the facts actually alleged in the Operative Complaints,  
23 the applicable Wage Orders as to the facts actually alleged in the Operative Complaints, and the  
24 California Unfair Competition Law as to the facts actually alleged in the Complaints. The  
25 Released Claims also include all claims under PAGA that were alleged or that could have been  
26 alleged based on the facts in the Operative Complaints. The Released Claims also include all  
27 claims Plaintiff and Settlement Class Members may have against the Released Parties relating to (i)  
28 the payment and allocation of attorneys’ fees and costs to Class Counsel pursuant to this

1 Agreement and (ii) the payment of the Class Representative Service Award pursuant to this  
2 Agreement. The class period applicable to the Released shall extend from December 4, 2011  
3 through November 3, 2015 (i.e., the Class Period). It is the intent of the Parties that the judgment  
4 entered by the Court upon final approval of the Settlement shall have *res judicata* effect and be  
5 final and binding upon Plaintiff and all Settlement Class Members who have not filed timely and  
6 valid Requests For Exclusion.

7 1.26 “Released Parties” means Defendants and their current and former affiliates and  
8 related entities, including, without limitation, their parents and subsidiaries, predecessors,  
9 successors, divisions, joint ventures and assigns, and each of these entities’ past, present and/or  
10 future direct and/or indirect directors, officers, employees, partners, members, investors, principals,  
11 agents, insurers, co-insurers, re-insurers, shareholders, administrators, attorneys and personal or  
12 legal representatives.

13 1.27 “Request for Exclusion” means a timely and valid Request For Exclusion submitted  
14 by a Class Member in conformity with the directions in the Class Notice.

15 1.28 “Response Deadline” means the date forty-five (45) days after the Settlement  
16 Administrator mails Notices to Settlement Class Members and is the last date on which Settlement  
17 Class Members may: (a) postmark Requests for Exclusion; or (b) file and serve Objections to the  
18 Settlement. If the 45th day falls on a weekend or Federal holiday, the Response Deadline will be  
19 extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be  
20 extended fourteen days for any Class Member who is re-mailed a Notice Packet by the Settlement  
21 Administrator, unless the fourteenth day falls on a weekend or Federal holiday, in which case the  
22 Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

23 1.29 “Settlement” means the disposition of the Action pursuant to this Agreement.

24 1.30 “Settlement Administration Costs” means the amount to be paid to the Settlement  
25 Administrator from the Maximum Settlement Amount for the administration of the Settlement.

26 1.31 “Settlement Administrator” means CPT Group.

27 1.32 “Settlement Class Members” or “Settlement Class” means all current and former  
28 hourly-paid non-exempt employees of Nina’s and/or Recana who worked for or were assigned to

1 Nina's in California during the Class Period.

2 1.33 "Settlement Amount Account" means the bank account established by the  
3 Settlement Administrator pursuant to the terms of this Stipulation from which all monies payable  
4 under the terms of this Settlement shall be paid, as set forth herein.

5 **2. RECITALS**

6 2.1 Class Certification. The Parties stipulate and agree to the certification of this Action  
7 for purposes of this Settlement only. Should the Settlement not become final and effective as  
8 herein provided, class certification shall immediately be set aside (subject to further proceedings on  
9 motion of any Party to certify or deny certification thereafter). The Parties' willingness to stipulate  
10 to class certification as part of the Settlement shall have no bearing on, and shall not be admissible  
11 in or considered in connection with, the issue of whether a class should be certified or the case  
12 should proceed as a representative action in a non-settlement context in this Action and shall have  
13 no bearing on, and shall not be admissible or considered in connection with, the issue of whether a  
14 class should be certified or should proceed as a representative action in any other lawsuit.

15 2.2 Allegations. Plaintiff's Operative Complaints allege causes of action for: (1) failure  
16 to pay all wages earned during each pay period including overtime and minimum wages; (2) failure  
17 to pay for untimely and non-compliant rest periods; (3) failure to pay for timely and non-compliant  
18 meal periods; (4) failure to pay timely wages upon cessation of employment; (5) failure to furnish  
19 accurate wage statements; (6) unfair competition (Bus. & Prof. Code §§ 17200, *et seq.*); and (7)  
20 violation of Labor Code §§ 2699 *et seq.*

21 2.3 Settlement Negotiations. Over the course of three separate days, the Parties  
22 mediated the claims with the following mediators: (1) Lisa Klerman; (2) Steven Serratore; and (3)  
23 Hon. Howard Matz (U.S. District Judge, retired). Prior to the mediations, the Parties exchanged  
24 data and relevant information. Each of the three mediators is well-regarded and experienced. As a  
25 result, and after the three mediation sessions, and detailed analysis of the financial records of  
26 Defendants, the Parties came to an agreement on material terms to resolve the Action in its entirety.  
27 In addition, the Parties negotiated further regarding the Court's comments at the August 26, 2019  
28 hearing on Plaintiff's Motion for Preliminary Approval of the Settlement Agreement, and agreed to



1 further compromises on the material terms to resolve the Action in its entirety.

2           2.4     Benefits of Settlement to Settlement Class Members. Plaintiff and Class Counsel  
3 recognize the expense and length of continued proceedings necessary to litigate their disputes  
4 through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty  
5 and risk of the outcome of further litigation, and the difficulties and delays inherent in such  
6 litigation. Furthermore, the Parties considered the professed financial situation of the Recana  
7 Defendants, and their representation that they lack financial stability and resources to satisfy a  
8 judgment. On multiple occasions, the Recana Defendants have represented their inability to meet  
9 the obligations of paying counsel, let alone paying a settlement, of any amount. In fact, the Recana  
10 Defendants' initial counsel was excused from litigation because of the Recana Defendants' failure  
11 to pay their bills, citing inability. Plaintiff and Class Counsel are also aware of the burdens of proof  
12 necessary to establish liability for the claims asserted in the Action, both generally and in response  
13 to all Defendants' defenses thereto (many of which have been shared at the mediations), and  
14 potential difficulties in establishing damages for the Settlement Class Members. Plaintiff and Class  
15 Counsel have also taken into account the extensive settlement negotiations conducted. Based on  
16 the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this  
17 Agreement is a fair, adequate and reasonable settlement, and is in the best interests of the  
18 Settlement Class Members.

19           2.5     Defendants' Reasons for Settlement. Defendants have concluded that while they  
20 each expect to ultimately prevail on all of Plaintiff's claims, any further defense of this litigation  
21 would be protracted and expensive for all Parties. Substantial amounts of time, energy and  
22 resources of Defendants have been expended and, unless this Settlement is made, will continue to  
23 be devoted to the defense of the claims asserted by Plaintiff and Settlement Class Members.  
24 Defendants have also taken into account the risks of further litigation in reaching their decision to  
25 enter into this Settlement. Despite continuing to contend that they are not liable for any of the  
26 claims set forth by Plaintiff in the Action, Defendants have, nonetheless, agreed to settle in the  
27 manner and upon the terms set forth in this Agreement to put to rest the Released Claims.  
28 Defendants have claimed and continue to claim that the Released Claims have no merit and do not

1 give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in  
2 this Agreement and no documents referred to herein and no action taken to carry out this  
3 Agreement may be construed or used as an admission by or against Defendants, or any of them, as  
4 to the merits or lack thereof of the claims asserted. The monies being paid as part of the Settlement  
5 are genuinely disputed and the Parties agree that the provisions of Labor Code section 206.5 are  
6 not applicable to this Settlement.

7       2.6    Settlement Class Members' Claims. Settlement Class Members have claimed and  
8 continue to claim that the Released Claims have merit and give rise to liability on the part of  
9 Defendants. This Agreement is a compromise of disputed claims. Nothing contained in this  
10 Agreement and no documents referred to herein and no action taken to carry out this Agreement  
11 may be construed or used as an admission by or against the Settlement Class Members or Class  
12 Counsel as to the merits or lack thereof of the claims asserted.

13       2.7    Maximum Amount Payable by Defendants. Under the terms of this Settlement, the  
14 maximum amount payable by Defendants shall not exceed the Maximum Settlement Amount of  
15 One Hundred Sixty-One Thousand Dollars. (\$161,000), plus the applicable payroll taxes as  
16 calculated by the Settlement Administrator Nina's will pay the payroll taxes for all employees,  
17 without waiver of its right to seek contribution and/or reimbursement from Recana). No further  
18 contributions will be made by Nina's. One hundred percent of the Maximum Amount payable will  
19 be paid out.

20 **3.       TERMS OF AGREEMENT**

21       The Parties agree as follows:

22       3.1    Release As To All Class Members. As of the Effective Date, with the exception of  
23 claims arising under the Fair Labor Standards Act, in exchange for the promises provided in this  
24 Settlement, Settlement Class Members release the Released Parties from the Released Claims for  
25 the Class Period. Those Released Claims arising under the Fair Labor Standards Act shall only be  
26 released by Settlement Class Members upon their failure to object to the terms of the Settlement as  
27 set forth in the Notice, or their failure to exclude themselves from the settlement, and by their  
28 endorsement of their Individual Settlement Payments. The endorsement side of the Settlement

1 Payments shall provide:

2 CONSENT TO OPT IN AND FINAL RELEASE OF FLSA CLAIMS:

3 By signing this check I hereby opt into the Action and Settlement in RANGEL,  
4 PLAINTIFF v. NINA'S MEXICAN FOODS, RECANA SOLUTIONS, LLC AND  
5 RECANA LLC, DEFENDANTS, Los Angeles Superior Court Case Nos. BC 587941  
6 and BC 584483 and release Defendants and other "Released Parties" as defined in the  
7 Settlement from all claims under the Fair Labor Standards Act that could have been  
8 alleged on the basis of the actual facts alleged in the Complaints. This Release is in  
9 addition to the other Released Claims released by operation of the Settlement.  
10

11 \_\_\_\_\_  
12 signature line

13 3.2 General Release As To Plaintiff Only. In exchange for the consideration set forth in  
14 this Agreement, Plaintiff, for herself and her heirs, successors and assigns, does hereby waive,  
15 release, acquit and forever discharge the Released Parties, from any and all claims, actions,  
16 charges, complaints, grievances and causes of action, of whatever nature, whether known or  
17 unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement, including,  
18 but not limited to, any and all tort claims, contract claims, wage claims, wrongful termination  
19 claims, discrimination claims, disability claims, benefit claims, public policy claims, retaliation  
20 claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy  
21 claims, defamation claims, fraud claims, *quantum meruit* claims, and any and all claims arising  
22 under any federal, state or other governmental statute, law, regulation or ordinance, including, but  
23 not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the  
24 Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the  
25 Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the  
26 Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the  
27 California Fair Employment and Housing Act, the California Family Rights Act, the Family  
28 Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions

1 Code Section 17200 *et seq.*, and any and all claims arising under any federal, state or other  
2 governmental statute, law, regulation or ordinance, excluding only claims that, by law, may not be  
3 privately released. Plaintiff hereby expressly waives and relinquishes any and all claims, rights or  
4 benefits that she may have under California Civil Code § 1542, which provides as follows:  
5

6 A general release does not extend to claims which the creditor does  
7 not know or suspect to exist in his or her favor at the time of  
8 executing the release, which if known by him or her must have  
9 materially affected his or her settlement with the debtor.

10 Plaintiff may hereafter discover claims or facts in addition to, or different from, those which  
11 she now knows or believes to exist, but she expressly agrees to fully, finally, and forever settle and  
12 release any and all claims against the Released Parties, known or unknown, suspected or  
13 unsuspected, which exist or may exist, at the time of execution of this Agreement, including, but  
14 not limited to, any and all claims relating to or arising from Plaintiff's employment with or  
15 assignment to Defendants. The Parties further acknowledge, understand, and agree that this  
16 representation and commitment is essential to the Agreement and that this Agreement would not  
17 have been entered into were it not for this representation and commitment.

18 3.3 Tax Liability. The Parties and their counsel make no representations as to the tax  
19 treatment or legal effect of the payments called for hereunder, and Settlement Class Members are  
20 not relying on any statement or representation by the Parties in this regard. Settlement Class  
21 Members understand and agree that they will be responsible for the payment of any employee taxes  
22 and penalties assessed on the payments described herein and will hold the Parties free and harmless  
23 from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in  
24 any way from personal tax treatment of the payments made pursuant to this Agreement. In the  
25 event any taxing authority looks to Defendants for payment of taxes, interest or penalties in  
26 connection with the Individual Settlement Payments made pursuant to this Agreement, Settlement  
27 Class Members agree to indemnify and hold Defendants harmless from payment of any such taxes,  
28 interest, penalties or other expenses incurred in connection with such payments.

3.4 Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,  
the "acknowledging Party" and each Party to this Agreement other than the acknowledging Party,

1 an “other Party”) acknowledges and agrees that: (1) no provision of this Agreement, and no  
2 written communication or disclosure between or among the Parties or their attorneys and other  
3 advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be  
4 construed or be relied upon as, tax advice within the meaning of United States Treasury  
5 Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging Party (a) has relied  
6 exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax  
7 advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the  
8 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not  
9 entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party  
10 to avoid any tax penalty that may be imposed on the acknowledging Party, and (3) no attorney or  
11 adviser to any other Party has imposed any limitation that protects the confidentiality of any such  
12 attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon  
13 disclosure by the acknowledging Party of the tax treatment or tax structure of any transaction,  
14 including any transaction contemplated by this Agreement.

15           3.5    Settlement Administration. Within fourteen calendar days after the entry of the  
16 Preliminary Approval Order, Defendants shall provide the Settlement Administrator (but not  
17 Plaintiff or Plaintiff’s Counsel) with the Class Information for purposes of mailing Notice to  
18 Settlement Class Members. Settlement Administrator shall treat such Class Information as  
19 confidential and shall not provide it to Plaintiff or Plaintiff’s Counsel without first obtaining prior  
20 written consent for Defendants or from the Court upon showing of need to fairly carry out the  
21 terms of this Agreement. Defendants shall not unreasonably withhold consent, and application for  
22 an Order of the Court may be made ex parte (with required ex parte notice to the Parties) or upon  
23 expedited briefing and hearing.

24           3.5.1 Notice By First Class U.S. Mail. Upon receipt of the Class Information, the  
25 Settlement Administrator will perform a search based on the National Change of Address Database  
26 to update and correct any known or identifiable address changes. No less than fourteen calendar  
27 days after receiving the Class Information from Defendants as provided herein, the Settlement  
28 Administrator shall mail copies of the Notice Packet to all Settlement Class Members via regular

1 First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine  
2 the current mailing address for each Settlement Class Member. The address identified by the  
3 Settlement Administrator as the current mailing address shall be presumed to be the best mailing  
4 address for each Settlement Class Member. It will be conclusively presumed that, if an envelope  
5 so mailed has not been returned within thirty days of the mailing, the Settlement Class Member  
6 received the Notice Package.

7           3.5.2 Undeliverable Notices. Any Notices returned to the Settlement  
8 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the  
9 forwarding address affixed thereto. If no forwarding address is provided, the Settlement  
10 Administrator shall make reasonable efforts to obtain an updated mailing address within five  
11 business days of the date of the return of the Notice. For any undeliverable, or returned Notices, the  
12 Claims Administrator shall conduct a skip trace to find the most recent and accurate address for the  
13 Class Members. If an updated mailing address is identified, the Settlement Administrator shall  
14 resend the Notice to the Settlement Class Member. Settlement Class Members to whom Notices  
15 are resent after having been returned undeliverable to the Settlement Administrator shall have  
16 fourteen calendar days thereafter, or until the Response Deadline has expired, whichever is later, to  
17 mail, Request for Exclusions, or file and serve a Notice of Objection. Notices that are resent shall  
18 inform the recipient of this adjusted deadline. If a Settlement Class Member's Notice is returned to  
19 the Settlement Administrator more than once as non-deliverable, no additional Notice shall be  
20 sent.

21           3.5.3 Compliance with the procedures specified in paragraphs 3.5 through 3.5.2  
22 herein shall constitute due and sufficient notice to Settlement Class Members of this Settlement and  
23 shall satisfy the requirement of due process. Nothing else shall be required of, or done by, the  
24 Parties, Class Counsel, or Defense Counsel to provide notice of the proposed Settlement to the  
25 Settlement Class Members.

26           3.6 Disputes. Settlement Class Members will have the opportunity, should they  
27 disagree with Defendants' records regarding the dates of employment during the class period stated  
28 on their Notice, to provide documentation and/or an explanation to show contrary employment

1 dates. The time for submitting disputes shall be coextensive with the time to submit Requests for  
2 Exclusion. If there is a dispute, the Settlement Administrator will consult with the Parties to  
3 determine whether an adjustment is warranted and shall resolve all disputes within 14 days of the  
4 deadline for the submission of the Dispute. The Settlement Administrator shall determine the  
5 eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this  
6 Agreement. The Settlement Administrator's determination of the eligibility for and amount of any  
7 Individual Settlement Payment shall be binding upon the Settlement Class Member and the Parties.

8           3.7 Exclusions. The Notice shall state that Settlement Class Members who wish to  
9 exclude themselves from the Settlement and the lawsuit must submit a timely Request For  
10 Exclusion that provides the information spelled out in the Request for Exclusion Section of the  
11 Class Notice. Such Request must be returned to the Settlement Administrator at the specified  
12 address and be postmarked by the Response Deadline. The date of the postmark on the envelope  
13 that contains the Request for Exclusion shall be the exclusive means used to determine whether the  
14 Request for Exclusion was timely submitted. Any Settlement Class Member who requests to be  
15 excluded from the Settlement Class will not be entitled to any recovery under the Settlement and  
16 will not be bound by the terms of the Settlement or have any right to object, appeal or comment  
17 thereon. Settlement Class Members who fail to submit a valid and timely written Request for  
18 Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and  
19 any final judgment entered in this Action if the Settlement is approved by the Court. No later than  
20 ten calendar days after the Response Deadline, the Settlement Administrator shall provide Defense  
21 Counsel with a final list of the Settlement Class Members who have timely submitted written  
22 Requests for Exclusion and Class Counsel with a final list of identifying numbers (but not names)  
23 of Settlement Class Members who have timely submitted written Requests for Exclusion. At no  
24 time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the  
25 Settlement Class to submit Requests for Exclusion from the Settlement. Should the Court request a  
26 listing of those Settlement Class Members who submitted a timely Request for Exclusion in the  
27 Final Approval Order and/or Judgment, Defense counsel will provide the names to Class Counsel  
28 for inclusion in the Proposed Order and/or Judgment.

1           3.8     Objections. The Notice shall state that Settlement Class Members who wish to  
2 object to the Settlement should, and must if the objector does not appear at the hearing on the Final  
3 Approval of the Settlement, submit to the Claims Administrator a written statement of objection  
4 (“Notice of Objection”) by the Response Deadline. Objections may be submitted by mail. The date  
5 of the postmark on the envelope containing the Notice of Objection shall be the exclusive means  
6 used to determine whether the Objection was timely, except for any Notices of Objections  
7 personally submitted at the Final Hearing. The Notice of Objection must be signed by the  
8 Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the  
9 dates of employment of the Settlement Class Members; (3) the last four digits of the Settlement  
10 Class Members’ Social Security number and/or the Employee ID number; (4) the factual and legal  
11 basis for objection with any supporting documents and evidence; and (5) if the Settlement Class  
12 Member intends to appear at the Final Approval Hearing. Settlement Class Members who submit a  
13 timely Notice of Objection will have a right to but need not appear at the Final Approval Hearing  
14 in order to have their objections heard by the Court. Notwithstanding these procedures, any Class  
15 Member who appears at the Final Approval Hearing shall have a right to submit an objection in  
16 writing or orally, notwithstanding their failure to submit an objection in writing utilizing the  
17 procedures set forth in this section. At no time shall any of the Parties or their counsel seek to  
18 solicit or otherwise encourage Settlement Class Members to submit objections to the Settlement or  
19 appeal from the Order and Final Judgment. Class Counsel shall not represent any Settlement Class  
20 Members with respect to any such objections. The Settlement Administrator shall e-mail any  
21 written objections submitted under this paragraph to counsel for the Parties promptly upon receipt,  
22 and Class Counsel shall lodge any objections with the Court. If the Settlement Class Member  
23 timely submits both a timely Request for Exclusion and an Objection, the Settlement Class  
24 Member will be deemed to have waived any Objection and will be excluded from the Settlement  
25 and the lawsuit.

26           3.9     No Solicitation of Settlement Objections or Exclusions. The Parties agree to use  
27 their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or  
28 their counsel seek to solicit or otherwise encourage Settlement Class Members to submit either



1 written Objections to the Settlement or Requests for Exclusion from the Settlement, or to appeal  
2 from the Court's Final Judgment.

3           3.10   Funding and Allocation of Settlement. Each Defendant has separate obligations to  
4 fund. Within 5 business days after the Effective Date the Settlement, Nina's shall provide the  
5 Administrator with One Hundred Fifty One Thousand Dollars (\$151,000) plus funds to cover  
6 payroll taxes for its employees for amounts attributed to wages to its employees or former  
7 employees, and Recana will provide the Administrator with Ten Thousand Dollars (\$10,000) plus  
8 funds for its employees to cover payroll taxes for its employees for amounts attributed to wages to  
9 its employees or former employees, all as determined by the Settlement Administrator. The  
10 Settlement Administrator shall deposit the funds in the Settlement Fund Account.

11           3.10.1   This Agreement is not intended to and does not affect any determination of  
12 rights between Nina's and Recana as to the ultimate responsibility vis-a vis- one another, for  
13 amounts paid pursuant to this Agreement or as a result of the defense of this Action.

14           3.10.2   No more than five business days after the Settlement is fully funded, the  
15 Settlement Administrator will provide the Parties with an accounting of all anticipated payments  
16 and awards from the fund. Payments from the fund shall be made for (1) Individual Settlement  
17 Payments to Settlement Class Members; (2) Class Representative Service Award, as specified in  
18 this Agreement and approved by the Court; (3) Class Counsel Award, as specified in this  
19 Agreement and approved by the Court; (4) ) the Settlement Administration Costs, as specified in  
20 this Agreement and approved by the Court; and (5) the LWDA PAGA Allocation, as specified in  
21 this Agreement and approved by the Court. Defendants shall separately fund the Employer payroll  
22 burdens on the wage portion of the Settlement.

23           3.11   Individual Settlement Payments. Individual Settlement Payments will be paid from  
24 the Net Settlement Amount and shall be paid pursuant to the formula set forth in Paragraph 3.11.1  
25 herein. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to  
26 Settlement Class Members' last known mailing address within fourteen calendar days after the  
27 finding of the Settlement is completed. Individual Settlement Payments reflect Settlement of a  
28 dispute regarding wages and interest and penalties. Individual Settlement Payments will be

1 allocated as follows: thirty-three and one third percent (33 1/3%) as wages; and sixty-six and 2/3  
2 % percent (66 2/3%) as interest and penalties. The Settlement Administrator shall issue the  
3 appropriate tax documents associated with the Individual Settlement Payments, including an IRS  
4 Form W-2 for the amounts allocated as wages and an IRS Form 1099 for the amounts allocated as  
5 interest and penalties. Any checks issued to Settlement Class Members shall remain valid and  
6 negotiable for one hundred eighty (180) days from the date of their issuance. After that time, any  
7 unclaimed checks will be tendered to the Controller of the State of California.

8       3.12 Calculation of Individual Settlement Payments. The Settlement Administrator will  
9 calculate the total Compensable Workweeks for all Settlement Class Members. The respective  
10 Compensable Workweeks for each Settlement Class Member will be divided by the total  
11 Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for  
12 each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be  
13 multiplied by the Net Settlement Amount to determine his or her estimated Individual Gross  
14 Settlement Payment.

15       3.13 Class Representative Service Award. Defendants agree not to oppose or object to  
16 any application or motion by Plaintiff to be appointed Class Representative and for a Class  
17 Representative Service Award, not to exceed to \$5,000, as consideration for her time and effort in  
18 bringing and prosecuting this matter and in exchange for the Released Claims and a General  
19 Release. The Class Representative Service Award shall be paid to Plaintiff from the Maximum  
20 Settlement Amount no later than fourteen calendar days after funding of the Settlement is  
21 completed. The Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiff for her  
22 Class Representative Service Award. Plaintiff agrees to provide the Settlement Administrator with  
23 an executed Form W-9 before the Class Representative Service Award is issued. Plaintiff shall be  
24 solely and legally responsible to pay any and all applicable taxes on her Class Representative  
25 Service Award and shall hold harmless Defendants from any claim or liability for taxes, penalties,  
26 or interest arising as a result of the Class Representative Service Award. The Class Representative  
27 Service Award shall be in addition to Plaintiff's Individual Settlement Payment as a Settlement  
28 Class Member. In the event the Court reduces or does not approve the requested Class

1 Representative Service Award, Plaintiff shall not have the right to revoke her agreement to the  
2 Settlement, or to file an appeal, and the Settlement will remain binding on the Parties.

3           3.14 Class Counsel Award. Defendants agree not to oppose or object to any application  
4 or motion by Class Counsel for attorneys' fees not to exceed thirty-three and 1/3 percent (33 1/3%)  
5 of the Maximum Settlement Amount (or \$53,666.66) plus costs and expenses supported by a  
6 declaration from Class Counsel not to exceed \$28,000 from the Maximum Settlement Amount.  
7 Class Counsel shall be paid any Court-approved fees and costs from the Maximum Settlement  
8 Amount no later than fourteen calendar days after the Settlement is fully funded. Class Counsel  
9 shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to  
10 this paragraph. The Settlement Administrator shall issue an IRS Form 1099-MISC to Class  
11 Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent upon  
12 the Court awarding Class Counsel any particular amount in attorneys' fees and costs. In the event  
13 the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class  
14 Counsel do not have the right to revoke their agreement to this Settlement or file an appeal, and the  
15 Settlement shall remain binding on the Parties.

16           3.15 PAGA and Notice to Governmental Agencies. Subject to Court approval, the  
17 Parties shall allocate a total of \$1,000 from the Maximum Settlement Amount for the compromise  
18 of claims brought under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.*  
19 (the "PAGA Allocation"). California Labor Code section 2699(i) requires that the Parties  
20 distribute any settlement of PAGA claims as follows: 75% to the State of California's Labor  
21 Workforce Development Agency ("LDWA") for enforcement of labor laws and education of  
22 employers; and 25% to "aggrieved employees." The Parties, therefore, agree that \$750 of the  
23 PAGA Allocation shall be paid to the State of California LWDA ("LWDA PAGA Allocation")  
24 from the Maximum Settlement Amount by the Claims Administrator no later than fourteen  
25 calendar days after the Settlement is fully funded. The remaining \$250 of the PAGA Allocation  
26 shall be part of the Net Settlement Amount to be distributed in accordance with the terms of this  
27 Stipulation.

28           Class Counsel shall provide a copy of this Agreement to the LWDA at the same time it is

1 submitted to the Court, in accordance with Cal. Lab. Code section 2699(1)(2) and by the means set  
2 forth in Cal. Lab. Code section 2699(1)(4). Class Counsel shall also submit a copy of the Court's  
3 judgment in this action or any other order that either provides for or denies an award of PAGA  
4 penalties, within 10 days after entry of such judgment or order, in accordance with Cal. Lab. Code  
5 section 2699(1)(3) and (4).

6 Class Counsel shall also provide a copy of this Agreement to the Department of Labor  
7 Wage and Hour Division at the same time it is submitted to the Court.

8 3.16 Settlement Administration Costs. The Settlement Administrator shall be paid for  
9 the costs of administration of the Settlement from the Maximum Settlement Amount. The costs of  
10 administration for the disbursement of the Maximum Settlement Amount will not exceed Nine  
11 Thousand Dollars (\$9,000). No fewer than thirty days prior to the Final Approval Hearing, the  
12 Settlement Administrator shall provide the Parties with a statement detailing the costs of  
13 administration. The Settlement Administrator, on Defendants' behalf, shall have the authority and  
14 obligation to make payments, credits and disbursements, including payments and credits in the  
15 manner set forth herein, to Settlement Class Members calculated in accordance with the  
16 methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in  
17 the Settlement Administration process and to make all reasonable efforts to control and minimize  
18 the cost and expenses incurred in administration of the Settlement. The Parties each represent they  
19 do not have any financial interest in the Settlement Administrator or otherwise have a relationship  
20 with the Settlement Administrator that could create a conflict of interest. The Settlement  
21 Administrator shall be responsible for: processing and mailing payments to Plaintiff, Class  
22 Counsel, and Settlement Class Members; printing and mailing the Notices to the Settlement Class  
23 Members as directed by the Court; receiving and reporting the Requests for Exclusion and any  
24 Notices of Objections submitted by Settlement Class Members; deducting taxes from Individual  
25 Settlement Payments and distributing tax forms; processing and mailing tax payments to the  
26 appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of  
27 preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree  
28 or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall

1 keep the Parties timely apprised of the performance of all Settlement Administrator  
2 responsibilities. Any legally-mandated tax reports, tax forms, tax filings, or other tax documents  
3 required by administration of this Agreement shall be prepared by the Settlement Administrator.  
4 Any expenses incurred in connection with such preparation shall be a cost of administration of the  
5 Settlement. The Settlement Administrator shall be paid the Settlement Administration Costs no  
6 later than fourteen calendar days after the Settlement is fully funded. No later than ten calendar  
7 days after the Response Deadline, the Settlement Administrator shall provide counsel for the  
8 Parties with a final accounting of the Maximum Settlement Amount and report the amount of all  
9 payments to be made to each Settlement Class Member by employee number only. No person  
10 shall have any claim against Defendants, Plaintiff, Settlement Class Members, Class Counsel or the  
11 Settlement Administrator based on distributions and payments made in accordance with this  
12 Agreement.

13       3.17 Motions for Preliminary and Final Approval. Class Counsel will provide an  
14 opportunity for counsel for Defendants to review the Motions for Preliminary and Final Approval  
15 prior to filing with the Court. Counsel for Defendants shall have five calendar days to review and  
16 provide comment on the draft moving papers, after the expiration of which Class Counsel shall be  
17 permitted to file any such motions with the Court. The Parties and their counsel will cooperate  
18 with each other and use their best efforts to effect the Court's approval of the Motions for  
19 Preliminary and Final Approval.

20       3.18 Final Approval Hearing. Upon expiration of the Response Deadline, with the  
21 Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine  
22 final approval of the Settlement along with the amount properly payable for (i) the Class Counsel  
23 Award, (ii) the Class Representative Service Award, (iii) Individual Settlement Payments, (iv) the  
24 Settlement Administration Costs, and (v) the LWDA PAGA Allocation. Pursuant to California  
25 Rule of Court 3.769(h), after granting Final Approval, the Court shall retain jurisdiction over the  
26 Parties to enforce the terms of the judgment.

27       3.19 No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement  
28 Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and

1 shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*,  
2 vacations, holiday pay, retirement plans, *etc.*) of the Plaintiff or Settlement Class Members.

3           3.20 Nullification of Settlement Agreement. In the event: (i) the Court does not enter the  
4 Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of the  
5 Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein;  
6 or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall  
7 be null and void and any order or judgment entered by the Court in furtherance of this Settlement  
8 shall be treated as void from the beginning. In such a case, the Parties and any amounts to be  
9 awarded under this Settlement shall be returned to their respective statuses as of the date and time  
10 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects  
11 as if this Agreement had not been executed. In the event an appeal is filed from the Court's final  
12 judgment, or any other appellate review is sought, administration of the Settlement shall be stayed  
13 pending final resolution of the appeal or other appellate review, but any fees incurred by the  
14 Settlement Administrator prior to it being notified of the filing of an appeal from the Court's final  
15 judgment, or any other appellate review, shall be paid to the Settlement Administrator within thirty  
16 days of said notification.

17           3.21 No Admission By the Parties. Defendants deny any and all claims alleged in this  
18 Action and deny any wrongdoing whatsoever. This Agreement is not a concession or admission,  
19 and shall not be used against Defendants as an admission or indication with respect to any claim of  
20 any fault, concession or omission by Defendants.

21           3.22 No Knowledge of Other Claims. Plaintiff and Class Counsel acknowledge,  
22 represent, and warrant that (1) they are not currently aware of any unalleged claims that could  
23 be brought against Defendants or on behalf of Defendants' employees not covered by the  
24 Class Member definition; (2) they do not have any current intention of initiating any litigation  
25 or bringing claims against Defendants; and (3) other than the Settlement Class Members, they  
26 do not currently know of or represent any individuals that have expressed any interest in  
27 litigation against Defendants or that Class Counsel believes to have potential claims against  
28 Defendants.

1           3.23 Dispute Resolution. Except as otherwise set forth herein, all disputes concerning  
2 the interpretation, calculation or payment of settlement claims, or other disputes regarding  
3 compliance with this Agreement shall be resolved as follows:

4           3.23.1 If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement  
5 Class Members, or Defendants at any time believes that any other Party has breached or acted  
6 contrary to the Agreement, that Party shall notify the other Party in writing of the alleged violation.

7           3.23.2 Upon receiving notice of the alleged violation or dispute, the responding  
8 Party shall have ten days to correct the alleged violation and/or respond to the initiating Party with  
9 the reasons why the Party disputes all or part of the allegation.

10          3.23.3 If the response does not address the alleged violation to the initiating  
11 Party's satisfaction, the Parties shall negotiate in good faith for up to ten days to resolve their  
12 differences.

13          3.23.4 If the Parties are unable to resolve their differences after twenty days,  
14 either Party may file an appropriate motion for enforcement with the Court.

15          3.24 Exhibits and Headings. The terms of this Agreement include the terms set forth in  
16 attached Exhibits A-D, which are incorporated by this reference as though fully set forth herein.  
17 Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of  
18 any paragraphs or sections of this Agreement are inserted for convenience of reference only and do  
19 not constitute a part of this Agreement.

20          3.25 Interim Stay of Proceedings. The Parties agree to hold proceedings in abeyance  
21 pending the Final Approval Hearing to be conducted by the Court, except such proceedings  
22 necessary to implement and complete the Settlement.

23          3.26 Amendment or Modification. This Agreement may be amended or modified only  
24 by a written instrument, signed by either the Parties or counsel for all Parties.

25          3.27 Entire Agreement. This Agreement and any attached Exhibits constitute the entire  
26 Agreement among these Parties, and no oral or written representations, warranties or inducements  
27 have been made to any Party concerning this Agreement or its Exhibits other than the  
28 representations, warranties and covenants contained and memorialized in the Agreement and its

1 Exhibits.

2           3.28 Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant  
3 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
4 Agreement and to take all appropriate actions required or permitted to be taken by such Parties  
5 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to  
6 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each  
7 other and use their best efforts to effect the implementation of the Settlement. In the event the  
8 Parties are unable to reach agreement on the form or content of any document needed to implement  
9 the Settlement, or on any supplemental provisions that may become necessary to effectuate the  
10 terms of this Settlement, the Parties may seek the assistance of the Court to resolve such  
11 disagreement. The persons signing this Agreement on behalf of Defendants represent and warrant  
12 that they are authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and  
13 warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or  
14 part of a claim, covered by this Settlement to a third-party.

15           3.29 Binding on Successors and Assigns. This Agreement shall be binding upon, and  
16 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

17           3.30 California Law Governs. All terms of this Agreement and the Exhibits hereto shall  
18 be governed by and interpreted according to the laws of the State of California.

19           3.31 This Settlement is Fair, Adequate and Reasonable. The Parties believe this  
20 Settlement is a fair, adequate and reasonable Settlement of this Action and have arrived at this  
21 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present  
22 and potential.

23           3.32 Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the  
24 Parties agree that the Court shall retain jurisdiction with respect to the interpretation,  
25 implementation and enforcement of the terms of this Agreement and all orders and judgments  
26 entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction  
27 of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in  
28 this Agreement and all orders and judgments entered in connection therewith.



1           3.33 Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to  
2 class certification for purposes of this Settlement only.

3           3.34 Cooperation. The Parties agree to cooperate fully with one another to accomplish  
4 and implement the terms of this Settlement. Such cooperation shall include, but shall not be  
5 limited to, execution of such other documents and the taking of such other action as may be  
6 reasonably necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use  
7 their best efforts, including all efforts contemplated by this Settlement and any other efforts that  
8 may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set  
9 forth herein.

10           3.35 Publicity. Plaintiff and Class Counsel agree not to disclose or publicize the  
11 Settlement, including the fact of the Settlement, its terms or contents, and the negotiations  
12 underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity,  
13 except as shall be strictly required to effectuate the terms of the Settlement as set forth herein. For  
14 the avoidance of doubt, this section means Plaintiff and Class Counsel agree not to publicize this  
15 Action, issue press releases, communicate with, or respond to any media or publication entities,  
16 publish information in manner or form, whether printed or electronic, on any medium or otherwise  
17 communicate, whether by print, video, recording or any other medium, with any person or entity  
18 concerning the this Action, the facts of the Action, the Settlement, the fact of the Settlement, its  
19 terms or contents, and/or the negotiations underlying the Settlement.

20           3.36 Notices. Unless otherwise specifically provided, all notices, demands or other  
21 communications in connection with this Stipulation shall be: (1) in writing; (2) deemed given on  
22 the third business day after mailing; and (3) sent via United States registered or certified mail,  
23 return receipt requested, addressed as follows:

24 To Plaintiff: 25 Michael Nourmand, Esq. (SBN 198439) 26 James A. De Sario, Esq. (SBN 262552) 27 Melissa M. Kurata, Esq. (SBN 285388) 28 <b>THE NOURMAND LAW FIRM, APC</b> 8822 West Olympic Boulevard Beverly Hills, California 90211	To Defendant Nina’s Mexican Foods, Inc.: Cynthia E. Gitt, Esq. (SBN 60369) Brown Gitt Law Group ALC 155 N Lake Ave, Ste 800 Pasadena, CA 91101-1857
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1 Ari E. Moss, Esq.  
2 MOSS BOLLINGER, LLP  
3 15300 Ventura Blvd., Suite 207  
4 Sherman Oaks, CA 91403  
5 Sahag Majarian, II, Esq.  
6 LAW OFFICES OF SAHAG MAJARIAN, II  
7 18250 Ventura Blvd.  
8 Tarzana, CA 91356

To Defendant Recana Solutions, LLC  
Bruce Benjamin, Esq.(SBN 53148)  
Law Offices of Bruce Benjamin,  
Equitable Plaza, 3435 Wilshire Blvd Ste. 1669  
Los Angeles, CA 90010

7 3.37 Execution by Settlement Class Members. It is agreed that it is impossible or  
8 impractical to have each Class Member execute this Settlement Agreement. The Notice will advise  
9 all Settlement Class Members of the binding nature of the release and such shall have the same  
10 force and effect as if each Settlement Class Member executed this Stipulation.

11 3.38 Execution by Plaintiff. Plaintiff, by signing this Stipulation, is bound by the terms  
12 and release herein, and will be obligated to seek preliminary and final Court-approval of the  
13 Stipulation.

14 3.39 Counterparts. This Agreement may be executed in one or more counterparts. All  
15 executed counterparts and each of them shall be deemed to be one and the same instrument  
16 provided that counsel for the Parties to this Agreement shall exchange among themselves copies or  
17 originals of the signed counterparts.

18 **PLAINTIFF**

19 Dated: \_\_\_\_\_  
20 \_\_\_\_\_  
21 Martha Rangel

22 **DEFENDANTS**

23  
24 Dated: \_\_\_\_\_ By: \_\_\_\_\_  
25 Patricia Goda  
26 Nina's Mexican Foods, Inc.

27  
28 Dated: \_\_\_\_\_ By: \_\_\_\_\_

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Alex Stiles  
Recana Solutions, LLC

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

By: \_\_\_\_\_  
Alex Stiles  
Recana , LLC

**As to Form and Content**

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

MOSS BOLLINGER, LLP

By: \_\_\_\_\_  
Ari E. Moss  
Attorneys for Martha Rangel

Dated: 9/25/19

BROWN GITT LAW GROUP, ALC

By: Cynthia E. Gitt  
Cynthia Gitt, Esq.  
Attorneys for Defendant Nina's Mexican Foods,  
Inc.

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

LAW OFFICES OF BRUCE BENJAMIN

By: \_\_\_\_\_  
Bruce Benjamin  
Attorneys for Defendant Recana Solutions, LLC