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CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

NOV 19 2019

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6 on behalf of other persons similarly situated

7 *Additional Attorneys and Parties Listed on Next Page*

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

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

CASE NO.: BC 587941

[Related to Case No.: BC584483]

13
14 Plaintiffs,

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

15 v.

**[PROPOSED] ORDER RE: UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

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

Hearing Date: November 19, 2019
Time: 11:00 a.m.
Dept.: 6

20 Defendants.

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23
24 **RECEIVED**
LOS ANGELES SUPERIOR COURT

OCT 31 2019

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Attorneys for Plaintiff MARTHA RANGEL, individually and
on behalf of other persons similarly situated

1 Plaintiff and Class Representative Martha Rangel's application for an Order Preliminarily
2 Approving a Class Action Settlement and setting a settlement hearing came for hearing in this
3 Court on October 17, 2019 at 11:00 a.m. and on November 19, 2019 at ~~11:00~~^{1:30 P.M.} a.m. At the October
4 17, 2019 hearing, the Court Preliminary Approved the Settlement subject to changes being made to
5 the Notice to the Class. The Parties have made the requested changes to the Notice. The Court has
6 considered the revised Stipulation Re: Class Action Settlement and Release (and its exhibits)
7 ("Stipulation" or "Settlement"), the modified Class Notice and other papers filed in this action.
8

9 **FINDINGS:**

- 10 1. All defined terms contained herein shall have the same meanings as set forth in the
11 Stipulation;
- 12 2. The Class Representative and Defendants Nina's Mexican Foods, Inc., Recana
13 Solutions LLC, and Recana, LLC, through their counsel of record in the Action, have reached an
14 agreement to settle all claims in the Action on behalf of the Class as a whole;
- 15 3. The Court hereby conditionally certifies the following Class for settlement purposes
16 only:
17 All current and former hourly-paid non-exempt employees of Nina's and/or Recana
18 who worked for or were assigned to Nina's in California during the Class Period
19 who do not timely request exclusion. The Class Period means claims arising from
20 employment during the period from December 4, 2011 through November 3, 2015
- 21 4. Should for whatever reason, the Settlement not be finally approved, the parties
22 willingness to stipulate to certification of a class as part of the Settlement, and all documents filed
23 in relation to the Settlement Stipulation shall have no bearing on, or be admissible in connection
24 with the issue of whether a class should be certified in a non-settlement context,
- 25 5. The Court appoints and designates: (a) Plaintiff Martha Rangel as the Class
26 Representative; and appoints (b) MOSS BOLLINGER, LLP, the Law Offices of Sahag Majarian,
27 II, and The Nourmand Law Firm, A.P.C., as Class Counsel for the Settlement Class (hereinafter,
28 "Class" or "Settlement Class"). Class Counsel is authorized to act on behalf of the Class with
respect to all acts or consents required by, or which may be given, pursuant to the Stipulation, and

1 such other acts reasonably necessary to finalize the Stipulation and its terms. Any Settlement Class
2 Member (hereinafter, "Class Member" or "Settlement Class Member") may enter an appearance
3 through his or her own counsel at such Class Member's own expense. Any Class Member who
4 does not enter an appearance or appear on his or her own behalf will be represented by Class
5 Counsel.

6 6. The Court hereby preliminarily approves the Stipulation and the Maximum
7 Settlement Amount of One Hundred Sixty-One Thousand Dollars (\$161,000.00). The Court
8 approves notice to the Class and the proposed distribution, explained as follows: Out of the
9 Maximum Settlement Amount, (a) \$5,000.00 is to be paid the Class Representative for her
10 services to the Class; (b) a total of \$81,666.66 shall be paid to Class Counsel for attorneys fees and
11 reimbursement of actual costs incurred up to \$28,000.00; (c) \$1,000.00 shall be awarded towards a
12 PAGA Settlement of which \$750.00 shall be paid to the LWDA and \$250.00 shall be distributed to
13 the Class as part of the Net Settlement Amount; and (d) the Claim Administrator shall be paid for
14 its fees and costs relating to the claims administration process which is expected to not exceed
15 \$10,000.00. In no event shall Defendants be required to pay more than the Maximum Settlement
16 Amount with the sole exception that Defendant Nina's shall remit the employers' share of the
17 payroll taxes for all Settlement Class Members as provided herein, in addition to the Maximum
18 Settlement Amount.

19 7. The Court hereby approves the following payment plan for the settlement:

20 Each Defendant has separate obligations to fund. Within 5 business days after the
21 Effective Date the Settlement, Nina's shall provide the Administrator with One
22 Hundred Fifty One Thousand Dollars (\$151,000) plus funds to cover employer
23 share of payroll taxes for the Wage Portion of the Settlement for all Settlement
24 Class Members who do not opt out of participation in the Settlement, and
25 Recana will provide the Administrator with Ten Thousand Dollars (\$10,000). The
26 Settlement Administrator shall deposit the funds in the Settlement Fund Account.
27 Exhibit 1 to Moss Declaration Paragraph 3.10.

28 No more than five business days after the Settlement is fully funded, the Settlement
Administrator will provide the Parties with an accounting of all anticipated
payments and awards from the fund. Payments from the fund shall be made for
(1) Individual Settlement Payments to Settlement Class Members; (2) Class
Representative Service Award, as specified in this Agreement and approved by the

1 Court; (3) Class Counsel Award, as specified in this Agreement and approved by
2 the Court; (4) the Settlement Administration Costs, as specified in this Agreement
3 and approved by the Court; and (5) the LWDA PAGA Allocation, as specified in
4 this Agreement and approved by the Court. Defendant Nina's shall separately fund
5 the Employer payroll burdens on the wage portion of the Settlement. Exhibit 1 to
6 Moss Declaration. Paragraph 3.10.2.

7 8. Individual Settlement Payments will be paid from the Net Settlement Amount and
8 shall be paid pursuant to the formula set forth in Paragraph 3.11.1 herein. Individual Settlement
9 Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' last
10 known mailing address within fourteen calendar days after the funding of the Settlement is
11 completed. Individual Settlement Payments reflect Settlement of a dispute regarding wages and
12 interest and penalties. Individual Settlement Payments will be allocated as follows: thirty-three and
13 one third percent (33 1/3%) as wages; and sixty-six and 2/3 percent (66 2/3%) as interest and
14 penalties. The Settlement Administrator shall issue the appropriate tax documents associated with
15 the Individual Settlement Payments, including an ITS Form W-2 for the amounts allocated as
16 interest and penalties. Any checks issued to Settlement Class Members shall remain valid and
17 negotiable for one hundred eighty (180) days from the date of their issuance. After that time, any
18 unclaimed checks will be tendered to the Controller of the State of California.

19 9. The Court finds that on a preliminary basis that the Stipulation appears to be within
20 the range of reasonableness of a settlement, including the amount of the PAGA penalties, Class
21 Representative service award, Class Counsel fees and costs, the claims administration fees and the
22 allocation of payments to Settlement Class Members, that could ultimately be given final approval
23 by this Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate and
24 reasonable as to all potential Settlement Class Members when balanced against the probable
25 outcome of further litigation relating to liability and damages issues. It also appears that extensive
26 and costly investigation, research and court proceedings have been concluded so that counsel for
27 the Parties are able to reasonable evaluate their respective positions. It appears to the Court that
28 settlement at this time will avoid substantial additional costs by all Settling Parties, as well as avoid
the delay and risks that would be presented by the further prosecution of the Action. It also appears

1 that settlement has been reached as a result of intensive, serious and non-collusive, arms-length
2 negotiations.

3 **NOW IT IS THEREFORE ORDERED:**

4 1. A hearing (the "Final Fairness Hearing") shall be held before this Court on March
5 11, 2020 at 9:00 a.m. in Department 6 of the Superior Court of the State of California, County of
6 Los Angeles at 312 N. Spring Street, Los Angeles, CA 90012 to determine all necessary matters
7 concerning the Stipulation, including whether the proposed settlement of the action on the terms
8 and conditions provided for in the Stipulation is fair, adequate, and reasonable and should be
9 finally approved by the Court and whether a Judgment should be entered herein. At the same time,
10 a hearing on Class Counsel's motion for attorneys' fees and reimbursement of litigation costs and
11 the Class Representative's service award shall also be held.

12 2. The Court hereby approves, as to form and content, the revised Notice of Class
13 Action Settlement to be sent to Class Members, attached hereto as Exhibit A. Said notices shall be
14 mailed to the appropriate class members in both English and Spanish.

15 3. The Court finds that distribution of the Class Notice to Settlement Class Members
16 substantially in the manner and form set forth in the Stipulation and this Order meet the
17 requirements of due process and shall constitute due and sufficient notice to all parties entitled
18 thereto.

19 4. Defendants shall provide the Administrator all information required by the
20 Settlement, including last known addresses of class members by no later than November 27, 2019.

21 5. The mailing of the notices to class members by the Administrator shall occur on
22 December 11, 2019.

23 6. The deadline for the Class Members to object or opt-out is February 11, 2020.

24 7. The last day for Plaintiff to file the Motion for Final Approval is January 13, 2020.

25 8. On or before February 25, 2020, responses to objections and the administrator's
26 report shall be filed.

27 9. The Court appoints and designates CPT Group as the Settlement Administrator.
28

1
2 10. Any Settlement Class Member may choose to opt out of and be excluded from the
3 Settlement as provided in the Stipulation and Class Notice and by following the instructions for
4 requesting exclusion. Any person who timely and properly opts out of the settlement will not be
5 bound by the Stipulation or have any right to object, appeal or comment thereon. Any Opt-Out
6 request must be signed by each such Settlement Class Member opting out and must otherwise
7 comply with the requirements delineated in the Class Notice. Settlement Class Members who have
8 not requested exclusion by submitting a valid and timely request to do so by the Opt Out Deadline
9 shall be bound by all determinations of the Court.

10 11. Any Settlement Class Member that does not opt-out may object to the Stipulation or
11 express his or her views regarding the Stipulation, and may present evidence and file briefs or other
12 papers that may be proper and relevant to the issues to be heard and determined by the Court as
13 provided in the Class Notice. A Settlement Class Member that does not opt-out can submit his or
14 her objection in writing as explained in the Stipulation and Class Notice. However, as stated in the
15 Class Notice and Stipulation, Settlement Class Members may also object by appearing at the Final
16 Approval Hearing, even if a written objection is not timely submitted.

17 12. Any Class Member who timely submits both an Opt-Out and an Objection shall be
18 deemed to have waived his or her Objection and shall be excluded from the Class.

19 13. In the event that the "Effective Date" occurs, all Settlement Class Members and
20 Class Representative will be deemed to have forever released and discharged the Released Claims
21 applicable to them as set forth in the Stipulation.

22 14. The Court reserves the right to adjourn or continue the date of the Final Approval
23 Hearing and all dates provided for in the Stipulation without further notice to the Class and retains
24 jurisdiction to consider all further applications arising out of or connected with the Stipulation.

25 IT IS SO ORDERED ADJUDGED AND DECREED.

26 Dated: NOV 19 2019

By: ELIHU M. BERLE
Honorable Elihu M. Berle
Judge of the Superior Court, County of Los Angeles

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT
Los Angeles County Superior Court
Rangel v. Nina's Mexican and Recana Solutions et al., Case No. BC 587941
Superior Court of the State of California, County of Los Angeles

IF YOU WERE EMPLOYED OR ARE CURRENTLY EMPLOYED BY NINA'S MEXICAN FOODS, INC., RECANA LLC OR RECANA SOLUTIONS, LLC AND WORKED AT NINA'S MEXICAN FOODS, INC. AT ANY TIME FROM DECEMBER 4, 2011 THROUGH NOVEMBER 3, 2015, YOU COULD GET A PAYMENT FROM A CLASS ACTION SETTLEMENT

The Los Angeles County Superior Court authorized this notice.

This is not a solicitation from a lawyer.

PLEASE TAKE NOTICE that a class action lawsuit is now pending in the Superior Court for the County of Los Angeles before the Honorable Elihu M. Berle. This notice is to advise you of a settlement in that lawsuit that may affect your rights. You may also be entitled to a settlement payment under this settlement.

- A settlement will provide up to \$161,000 to pay claims for alleged California Labor Code violations brought in a class action lawsuit against Nina Mexican Foods, Inc. (hereinafter, "Nina's") and Recana Solutions, LLC and Recana, LLC (hereinafter, "Recana") (collectively, "Defendants").
- The settlement resolves a lawsuit over whether Defendants properly paid employees their wages for all hours worked, provided timely meal breaks and rest breaks, issued accurate wage statements, timely paid all wages due upon termination of employment, and engaged in unfair competition. The settlement releases Defendants from liability to the Class for all claims arising from or related to the lawsuit.
- The Court has not concluded that Defendants did anything wrong.
- Defendants deny all of the allegations in this lawsuit, but have decided to settle to avoid business interruption and uncertainty and the further costs of litigation.
- Court-appointed lawyers for the employees will ask the Court for up to \$53,666.66 to be paid as part of the settlement as fees for investigating the facts, litigating the case, and negotiating the settlement. Additionally, the court-appointed attorneys will ask for up to \$28,000 in costs incurred in pursuing this case on behalf of the Class.
- The two sides disagree on how much money, if any, could have been won if Plaintiff won at trial.
- **Your legal rights are affected whether you act or not. READ THIS NOTICE CAREFULLY.**

QUESTIONS? Call the Class Action Administrator at [REDACTED] and Identify your reason for calling as Rangel v. Nina's Settlement

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	Get a Settlement payment. If you do nothing and the Court orders final approval of the settlement, you will receive a share of the Settlement.. See estimate on pg. 6
EXCLUDE YOURSELF DEADLINE FEBRUARY 11, 2020	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Defendants for the legal claims in this case.
OBJECT DEADLINE FEBRUARY 11, 2020	Write to the Court about why you do not like the settlement. You can object only if you do not exclude yourself. If the Court orders final approval of the settlement, you give up rights to pursue claims released in the lawsuit.
CONTEST YOUR AMOUNT DEADLINE FEBRUARY 11, 2020	If you want to participate, but disagree with the total amount of workweeks you are shown as having worked at Nina's during the period December 4, 2011-November 3, 2015 as set forth on pg. 6 – you must provide the Administrator with what you believe to be the correct information.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement. Appeals may delay payment. Please be patient.

Recana and/or Nina's will not retaliate against you in any way for your participation in this Settlement.

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QUESTIONS? Call the Class Action Administrator at [REDACTED] and Identify your reason for calling as Rangel v. Nina's Settlement

BASIC INFORMATION

1. Why did I get this notice package?

Defendants' records show that you previously were employed by Recana and assigned to work at Nina's, or show you were directly employed by Nina's during all or part of the period December 4, 2011 - November 3, 2015.

You were sent this notice because you have a right to know about a proposed settlement of a class action lawsuit in a case where you are identified as a class member, and about all of your options before the Court decides whether to approve the settlement. If the Court approves it, after any objections and any appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows. This Notice explains the lawsuit, the proposed settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. You may access this Notice, the Joint Stipulation for Class Action Settlement Agreement And Release, and the Stipulation to Amend the Joint Stipulation for Class Action Settlement at the Los Angeles Superior Court located at 312 N. Spring Street, Los Angeles, CA 90012, at the Clerk's Office.

The Court in charge of the case is the California Superior Court, County of Los Angeles. The lawsuit is known as *Martha Rangel v. Nina's Mexican Foods, Inc., et. al.*, Case No. BC 587941. The judge presiding over this case is the Honorable Elihu M. Berle.

2. What is this lawsuit about?

This lawsuit is about whether employees of Defendants were properly paid their wages for all hours worked, provided timely breaks as required by law, issued accurate wage statements, and timely paid all wages due upon termination of employment, whether Defendants owe the State of California penalties for these alleged violations, and whether Defendants engaged in unfair competition.

3. Why is this a class action?

In a class action lawsuit, one or more persons called "Class Representatives" (in this case Martha Rangel) sue on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The former employee who sued, Martha Rangel, is also called the Plaintiff. The Recana companies and Nina's are also called the Defendants. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

QUESTIONS? Call the Class Action Administrator at [PHONE NUMBER] and Identify your reason for calling as Rangel v. Nina's Settlement

4. Why is there a settlement?

The Court has not decided in favor of Plaintiff or Defendants. The Plaintiff thinks she could possibly win compensation for back wages, interest, attorney's fees, and penalties if she won a trial. The Defendants think the Plaintiff would not win at trial. However, instead of proceeding to trial, both sides agreed to a settlement. That way, they avoided the cost and risk of a trial and the employees affected who do not exclude themselves from the settlement will get compensation. The Plaintiff/Class Representative and the attorneys for the Class think this settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to determine if you are a Class Member.

5. How do I know if I am part of the settlement?

The Los Angeles County Superior Court decided that the class members include all persons who were non-exempt employees of Nina's and who were employees of Recana who worked at Nina's, during all or part of the period from December 4, 2011 to November 3, 2015.

Any questions regarding whether you are part of the settlement should be directed to Class Counsel, Ari Moss at [phone number] or the Claims Administrator at [phone number].

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Defendants have agreed to pay up to \$161,000 to settle this lawsuit. From the settlement amount, the Plaintiff will ask the Court to award the following payments: \$ 750 to be paid to the State of California as civil penalties under the Labor Code Private Attorney General Act; \$5,000 to be paid to the named Plaintiff for her participation in bringing and litigating the lawsuit; \$53,666.66 in attorney's fees to class counsel for investigating the facts, litigating the case, and negotiating the settlement; up to \$28,000 for reimbursement of out-of-pockets expenses paid by the Plaintiff's attorneys incurred on behalf of the Class; and up to \$10,000 for the costs of claims administration to a neutral third-party administrator, which include the costs of printing and mailing this Notice, locating class members, processing settlement checks, and tax reporting services. The above listed deductions from the gross settlement amount must be approved by the Court. If the Court awards the penalties, fees, costs, and incentive payments sought, there will be approximately \$63,583.34 to distribute to Class Members.

7. How much will payment be?

For each Class Member, regardless of whether they ultimately exclude themselves from the settlement,

QUESTIONS? Call the Class Action Administrator at [PHONE NUMBER] and Identify your reason for calling as Rangel v. Nina's Settlement

the Class Administrator will determine their proportionate share of the settlement, which will be equal to their proportionate share of the weeks worked by the class during the period from December 4, 2011 to November 3, 2015. This is called the "Individual Claim Value." Each Class Member who does not exclude himself or herself will receive their "Individual Claim Value".

A Class Member's "Individual Claim Value" will be calculated by dividing the Net Settlement Amount (the total settlement after deducting attorneys' fees, costs, claims administration costs, the class representative's enhancement fee, and the LWDA's portion of PAGA penalties) by the total number of workweeks worked by all Class Members for Nina's or for Recana at Nina's during the period from December 4, 2011 to November 3, 2015, and then multiplying that number by the number of workweeks worked by the individual Class Member during the period from December 4, 2011 to November 3, 2015, according to Defendants' records. Partial workweeks will be rounded up to the nearest full workweek. This formula will provide a gross payment, that will be reduced on account of tax withholding on the wage portion of the payment to each class member.

ESTIMATE OF YOUR SHARE.

The Defendants' records indicate that you are a member of the class, and that you worked as an hourly employee at Nina's for either Nina's or Recana for a total of <<total number of workweeks for individual>> weeks during the period December 4, 2011 to November 3, 2015. The amount payable per workweek is estimated at \$ [REDACTED]. On the basis of the number of weeks you worked, the estimated minimum you will receive is \$ [REDACTED].

Any questions regarding your "Individual Claim Value" should be directed to Class Counsel at [REDACTED] or the Claims Administrator at [REDACTED].

Defendants' Records

If you believe the workweeks listed above are incorrect, you must submit a letter to the Administrator at [address] setting forth the number of weeks you believe to be accurate, and any supporting documentation you may have by February 11, 2020.

HOW YOU GET A PAYMENT

8. How can I get a payment?

If you do nothing and the Court grants final approval of the Settlement, you will receive a Settlement payment. Notify the Administrator at [address] if you have a different address than the address where this Notice was sent.

9. When would I get my payment?

The Court will hold a hearing on March 11, 2020 to decide whether to approve the settlement. If Judge Berle approves the settlement, the projected earliest payment date is May 29, 2020. If there are appeals, payment may be delayed by a year or more.

QUESTIONS? Call the Class Action Administrator at [REDACTED] and Identify your reason for calling as Rangel v. Nina's Settlement

RELEASE OF CLAIMS

10. What am I giving up to get a payment or stay in the class?

Unless you exclude yourself by opting out of the settlement, you are in the class. that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants for any wage and break claims released in this case. ("Released Claims").

"Released Claims" means all causes of action alleged or that could have been alleged by the members of the Settlement Class based on the facts actually alleged in the Action's operative Complaints or that could have been included in the Action's operative Complaints under California or Federal law (including the Fair Labor Standards Act) based on the facts actually alleged in the operative Complaints, including all of the following claims for relief actually pleaded under California law : (1) failure to pay all wages earned during each pay period including overtime and minimum wages; (2) failure to pay timely wages upon cessation of employment; (3) failure to furnish accurate wage statements; (4) failure to provide timely and compliant rest periods; (5) failure to provide timely and compliant meal periods (6) unfair competition (Bus. & Prof. Code §§ 17200, *et seq.*); (7) violation of Labor Code §§ 2699 *et seq.*; (8) any other claims or penalties under the wage and hour laws of California and the United States pleaded in the Action or that could have been pleaded based on the actual allegations, claims, facts and/or legal theories alleged therein; and (9) all damages, penalties, interest and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including but not limited to the California Labor Code as to the facts actually alleged in the operative Complaints, the applicable Wage Orders as to the facts actually alleged in the operative Complaints, and the California Unfair Competition Law as to the facts actually alleged in the Complaints. The Released Claims also include all claims under PAGA that were alleged or that could have been alleged based on the facts in the operative Complaints. The Released Claims also include all claims Plaintiff and Settlement Class Members may have against the Released Parties relating to (i) the payment and allocation of attorneys' fees and costs to Class Counsel pursuant to this Agreement and (ii) the payment of the Class Representative Service Award pursuant to this Agreement. The class period applicable to the Released shall extend from December 4, 2011 through November 3, 2015 (i.e., the Class Period). It is the intent of the Parties that the judgment entered by the Court upon final approval of the Settlement shall have *res judicata* effect and be final and binding upon Plaintiff and all Settlement Class Members who have not filed timely and valid Requests For Exclusion.

Who are you releasing? So long as you do not file a Request for Exclusion, you are releasing the Defendants and their current and former affiliates and related entities, including, without limitation, their parents and subsidiaries, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past, present and/or future direct and/or indirect directors, officers, employees, partners, members, investors, principals, agents, insurers, co-insurers, re-insurers, shareholders, administrators, attorneys and personal or legal representatives. If you endorse your settlement check, you also will be deemed to be opting into the class for purposes of claims that are covered by the Federal Fair Labor Standards Act.

QUESTIONS? Call the Class Action Administrator at [REDACTED] and Identify your reason for calling as Rangel v. Nina's Settlement

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I get out of the lawsuit?

If you do not want a payment from this lawsuit and settlement, but you want to keep the right to sue or continue to sue Defendants, then you must take steps to exclude yourself from the settlement. This is sometimes referred to as "opting out". The deadline for opting out is February 11, 2020.

To exclude yourself from the lawsuit and settlement, you must send a letter to the administrator at the address below that states in substance: "I do not want to participate in the Settlement in Rangel v. Nina's and Recana, Los Angeles Superior Court Case No. BC 587941." You should print and sign your name and date the letter, and mail it so it is postmarked on or before February 11, 2020 to:

Nina's Mexican Foods, Inc. Class Action Administrator

c/o [Redacted]
[Redacted]
[Redacted]
[Redacted]

If you timely exclude yourself from the Settlement, you will not get a settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You will be able to sue (or continue to sue) Defendants in the future. Remember the exclusion deadline is February 11, 2020.

12. If I don't exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is February 11, 2020.

13. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are not eligible to receive any money from this settlement, but you may sue, continue to sue, or be part of a different lawsuit against Defendants.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court approved The Nourmand Law Firm, APC, Moss Bollinger, LLP and the Law Office of Sahag Majarian, II to represent you and other Class Members in this class action. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your

QUESTIONS? Call the Class Action Administrator at [Redacted] and Identify your reason for calling as Rangel v. Nina's Settlement

own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$53,666.66 (1/3 one third of the gross settlement amount) to them for attorneys' fees and up to \$28,000 for actual expenses already advanced by the attorneys. The fees would pay Class Counsel for bringing the lawsuit on your behalf, investigating the facts, litigating the case and negotiating the settlement. The Court may award less than these amounts. The Defendants have agreed not to oppose these fees and expenses.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it. The deadline for Objecting is February 11, 2020.

16. How do I tell the Court that I don't like the settlement?

If you are a Class Member, you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To formally object, you must send a letter saying that you object to the settlement in *Martha Rangel v. Nina's Mexican Foods, Inc., et. al.*, Case No. BC 587941. However, the Court may permit you to speak at the hearing even if you do not timely submit a written objection. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement on any formal objections. Send the objection no later than February 11, 2020 to:

Nina's Mexican Foods, Inc. Class Action Administrator

c/o [Redacted]
[Address]
[City] [State] [zip]

17. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to release your claims. If you exclude yourself, you have no basis to object because the case no longer affects you. If you file an Exclusion and an objection, the Objection will be rejected in favor of the Exclusion.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak at the hearing, but you do not have to.

QUESTIONS? Call the Class Action Administrator at [Redacted] and Identify your reason for calling as Rangel v. Nina's Settlement

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 9:00 a.m. on March 11, 2020 at the Los Angeles County Superior Court, Department 6, 312 N. Spring Street, Los Angeles, CA 90012. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Berle may allow Class Members who have submitted or wish to submit objections to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No, you are welcome to come to the hearing, but you are not required to attend in order to receive your share of the money. Class Counsel will answer questions Judge Berle may have about the settlement. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. May I speak at the hearing?

If you attend the Fairness Hearing, you may ask the Court for permission to speak. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing and the Court orders final approval of the settlement, you will receive your share of the Settlement.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by calling Class Counsel at:

Michael Nourmand
The Nourmand Law Firm, APC
8822 W. Olympic Blvd.
Beverly Hills, California 90211
Tel: (310) 553-3600

Ari E. Moss, Esq.
Moss Bollinger, LLP
15300 Ventura Blvd., Ste. 207
Sherman Oaks, California, 91403
Tel: 888-249-1175 (toll free)

Sahag Majarian, II
Law Office of Sahag Majarian, II
18250 Ventura Boulevard
Tarzana, California 91356
Tel: 800-485-1049 (toll free) or

QUESTIONS? Call the Class Action Administrator at [PHONE NUMBER] and Identify your reason for calling as Rangel v. Nina's Settlement

Fax: (310) 553-3603
www.nourmandlawfirm.com

(310) 982-2984
Fax: (310) 861-0389
http://mossbollinger.com

(818) 609-0807
Fax: (818) 609-0892
Website: http://majarianlaw.com

You can also contact the Claims Administrator at [Claims Admin Name], [Claims Admin Address], or by calling (toll free 800-000-0000). You may access this Notice, the Joint Stipulation for Class Action Settlement, and contact information [of Class Counsel at WEB ADDRESS or CALL ADMIN NUMBER]. If you need any additional information, you may contact Class Counsel directly. Please do not contact Defendants, or their respective attorneys with questions about the case or the settlement.

23. How do I get more information?

For additional information about this action, you may examine the court papers filed in this lawsuit during the court's regular business hours at the office of the clerk of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring Street, Los Angeles, CA 90012. You may also contact class counsel whose contact information is set forth above or seek advice and guidance of your own attorney at your own expense.

24. What if my information changes?

If your address changes, please indicate your new address in a letter to the Administrator and mail it to the Administrator at:

Nina's Mexican Foods, Inc. Class Action Administrator

c/o [Box]
[Address]
[City] [State] [zip]
or
e-mailed to ADMIN E-MAIL
or
faxed to ADMIN FAX

It is your responsibility to keep the administrator informed if and when your contact information changes.

QUESTIONS? Call the Class Action Administrator at [PHONE NUMBER] and Identify your reason for calling as Rangel v. Nina's Settlement

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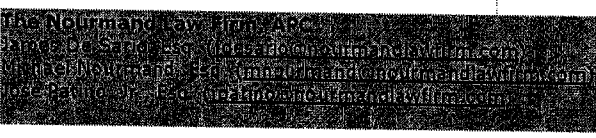
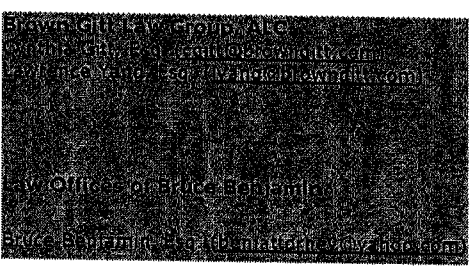
PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action.

On October 30, 2019, the foregoing documents described as:

OPPOSITION TO MOTION FOR PRELIMINARY APPROVAL
DECLARATION OF ARI MOSS

was served on interested parties in this action addressed as follows:



VIA CASE ANYWHERE.

Executed on October 30, 2019 at Los Angeles, California.

(x) (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Lea Garbe