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20 *LLC, and VIRGINIA PARK FOODS*

21 {Additional Counsel Listed On Following Page}

22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

23 **COUNTY OF SAN BERNARDINO**

24 **CIVIL JUSTICE CENTER**

25 MARCO HURTADO, individually, and on
26 behalf of all other aggrieved employees,

27 Plaintiff,

28 v.

SS PERSONNEL LLC, a Delaware limited
liability company; VIRGINIA PARK, LLC, a
Michigan limited liability company; VIRGINIA
PARK FOODS, an unknown business entity;
and DOES 1 through 50, inclusive,

Defendant,

Case No. CIVSB2205924

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date Action Filed: March 21, 2022
Trial Date: None Set

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5 *Attorney for Defendant,*
6 *SS PERSONNEL LLC*

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1 This Stipulation and Agreement for Settlement of this PAGA Representative Action is made
2 and entered into by and between Plaintiff Marco Hurtado (“Plaintiff”), Defendant SS Personnel
3 LLC, a Delaware limited liability company (“SS Personnel”), Defendant Virginia Park, LLC
4 (“Virginia Park, LLC”), Defendant Virginia Park Foods (“Virginia Park Foods,” and together with
5 SS Personnel and Virginia Park, LLC, “Defendants”), and Signature Select Personnel, LLC, a
6 Wyoming limited liability company (“Signature”). This Agreement is made in compromise of
7 disputed claims. The Parties agree that the above-entitled representative action shall be settled on
8 the terms and conditions set forth in this Agreement, subject to the approval of the Court pursuant
9 to Section 2699(l) of the California Labor Code Private Attorneys General Act of 2004, Labor Code
10 §§ 2698, *et seq.* (“PAGA”).

11 DEFINITIONS

12 In addition to the definitions assigned to terms elsewhere herein, the following terms have
13 the meanings assigned to them below wherever they appear herein:

14 1. “**Action**” means and refers to *Marco Hurtado v. SS Personnel LLC, et al.*, Case No.
15 CIVSB2205924, which is currently pending in the San Bernardino County Superior Court.

16 2. “**Aggrieved Employees**” means all non-exempt employees who were employed or
17 alleged to have been employed by SS Personnel LLC or Signature to work at Virginia Park, LLC or
18 Virginia Park Foods, in the State of California, at any time from January 15, 2021, through the date
19 of approval of PAGA settlement.

20 3. The terms “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this
21 Stipulation and Agreement for Settlement of this PAGA Representative Action, which the Parties
22 acknowledge sets forth all material terms and conditions of the Settlement between them relating to
23 the subject matter hereof, and which is subject to Court approval pursuant to Section 2699(l) of the
24 California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

25 4. “**Court**” means the Superior Court of the State of California in and for the County
26 of San Bernardino.

27 5. “**Defendants**” mean SS Personnel, Virginia Park, LLC, and Virginia Park Foods.

28 6. “**Virginia Park**” means Virginia Park, LLC and Virginia Park Foods.

- 1 7. **“SS Personnel”** means SS Personnel LLC, a Delaware limited liability company.
- 2 8. **“Effective Date”** of this Agreement shall be the later of: (i) notice of entry of the
3 Final Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review,
4 or writ is sought from the Final Order and Judgment, the day after the Final Order and Judgment is
5 affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Judgment are
6 no longer subject to further judicial review. The Effective Date is conditioned upon all of the
7 following occurring: (a) this Agreement has been signed by the Parties, PAGA Counsel, and
8 Defendants’ and Signature’s counsel; and (b) the Court has entered the Final Order and Judgment.
- 9 9. **“Final Order and Judgment”** means the order granting approval of the Settlement
10 and entering Judgment entered by the Court, in a form substantially the same as that attached to this
11 Agreement as Exhibit A.
- 12 10. **“General Release Payment”** means the amount the Court authorizes to be paid to
13 Plaintiff, up to \$5,000, as compensation for Plaintiff’s general release of all claims Plaintiff may
14 have, or may have had, against Defendants, including those under Section 1542 of the California
15 Civil Code.
- 16 11. **“Gross Settlement Amount”** means a maximum total of \$80,000.00, which includes
17 all payments owing as a result of this Agreement, including, without limitation: the Net Settlement
18 Fund; Representative Plaintiff’s General Release Payment; Settlement Administration Costs; and
19 PAGA Counsel Attorneys’ Fees and Costs as awarded by the Court.
- 20 12. **“LWDA Payment”** means a payment to the California Labor Workforce and
21 Development Agency in an amount equal to 75% of the PAGA Payment Amount.
- 22 13. **“Net Settlement Fund”** and **“PAGA Payment Amount”** mean the Gross Settlement
23 Amount less all of the following: PAGA Counsel’s Attorneys’ Fees and Costs, Representative
24 Plaintiff’s General Release Payment, and Settlement Administration Costs. It is comprised of the
25 LWDA Payment and the PAGA Aggrieved Employee Payment.
- 26 14. **“PAGA”** means the California Labor Code Private Attorneys General Act of 2004,
27 Cal. Lab. Code sections 2698 *et seq.*, as amended.
- 28 15. **“PAGA Aggrieved Employee Payment”** means a payment of 25% of the PAGA

1 Payment Amount, which will be paid to the Parties have agreed to pay the Aggrieved Employees
2 out of the Gross Settlement Amount in connection with the settlement of the PAGA Claim.

3 16. **“PAGA Claim”** means the claims for civil penalties under PAGA alleged in the
4 Action.

5 17. **“PAGA Counsel”** means Scott Ernest Wheeler and Justin Wheeler of the Law Office
6 of Scott Ernest Wheeler.

7 18. **“PAGA Period”** means January 15, 2021, through September 1, 2023.

8 19. **“Parties”** means Plaintiff, Virginia Park, LLC, Virginia Park Foods, SS Personnel,
9 and Signature, each of which is a **“Party”** herein.

10 20. **“Released Claims”** means all claims, demands, rights, liabilities, and causes of
11 action that were, or could have been asserted based on or relating to the facts alleged in the Action,
12 including, without limitation, those made pursuant to the PAGA and claims for Defendants’ or
13 Signature’s alleged: failure to provide meal periods; failure to provide rest breaks; failure to pay
14 overtime wages; failure to pay minimum wages; failure to timely pay all wages earned; failure to
15 pay all wages owed to discharged and quitting employees; failure to furnish complete and accurate
16 itemized wage statements; failure to maintain required records; failure to pay COVID-19
17 supplemental sick leave; violations of California Labor Code sections 201, 202, 203, 204, 226,
18 226.3, 226.7, 248.1, 248.2, 248.6, 248.7, 510, 512, 558, 1174, 1174.5, 1197, 1198, 2698 *et seq.*, the
19 applicable IWC Wage Order provisions; and primary rights alleged in Plaintiff’s operative
20 complaint in the Action and in Plaintiff’s PAGA Notices dated January 5, 2022 and amended PAGA
21 Notice dated May 6, 2022.

22 21. **“Released Parties”** means each of the Defendants and Signature, jointly, severally,
23 and individually, and its or their respective current and former parents, subsidiaries, predecessors,
24 successors, holding companies, assigns or affiliated companies or entities, and any and all of its or
25 their current and former owners, investors, shareholders, members, partners, officers, directors,
26 managers, employees, agents, attorneys, insurers, and representatives.

27 22. **“Representative Plaintiff”** or **“Plaintiff”** means Plaintiff Marco Hurtado.

28 23. **“Settlement Administrator”** shall mean Phoenix Settlement Administrators, or a

1 neutral third-party administrator chosen by the Parties, subject to approval by the Court.

2 RECITALS

3 24. Plaintiff alleges that, on January 5, 2022, Plaintiff sent a PAGA Notice to the Labor
4 Workforce and Development Agency (“LWDA”), with a copy to Defendants. Plaintiff alleges that,
5 on May 6, 2022, Plaintiff sent an amended PAGA Notice to the LWDA, with a copy to Defendants.

6 25. On March 21, 2022, Plaintiff filed a Complaint in San Bernardino County Superior
7 Court, in a case styled *Marco Hurtado v. SS Personnel LLC, et al.*, Case No. CIVSB2205924 (the
8 “Action”).

9 26. The Action alleges a PAGA Claim for civil penalties and seeks an award of
10 reasonable attorneys’ fees and costs.

11 27. The Parties have conducted a thorough investigation into the facts of the Action and
12 have informally exchanged extensive data and information, as well as pertinent documents, relating
13 to the underlying alleged violations. After certain Parties attended a full-day mediation with Gig
14 Kyriacou, Esq., and subsequent ongoing negotiations, the Parties reached the Settlement, which
15 each Party believes is fair, reasonable, and adequate. The Parties understand, acknowledge, and
16 agree that this Settlement Agreement constitutes a compromise of Representative Plaintiff’s and the
17 Aggrieved Employees’ PAGA Claim, and that it is the desire and intention of the Parties to effect a
18 final and complete resolution of the PAGA Claim that the Representative Plaintiff and the
19 Aggrieved Employees have against Defendants, Signature, and any persons and companies
20 affiliated with Defendants or Signature.

21 28. The Parties enter into this Settlement Agreement on a conditional basis. In the event
22 the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
23 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect
24 whatsoever, and will not be referred to or utilized for any purpose whatsoever, including as an
25 admission of anything, or as a consent to personal jurisdiction, or as a waiver of any objections to
26 personal jurisdiction, of the Court over any Party in the Action.

27 29. Defendants and Signature deny all of the claims in the Action, and do not waive, but
28 rather expressly reserve, all rights to challenge all such claims and allegations upon all legal,

1 procedural and factual grounds should this Settlement Agreement not become final. This Settlement
2 Agreement reflects a compromise reached to end litigation.

3 30. The Parties stipulate and agree to the following terms of this Settlement Agreement
4 with the intent that this Agreement finally disposes of the Action with prejudice.

5 **TERMS AND CONDITIONS**

6 31. **Settlement Payments and Calculation of Claims.** Subject to final Court approval
7 and the conditions specified in this Agreement, and in consideration of the mutual covenants and
8 promises set forth in this Agreement, Virginia Park and Signature agree to pay their respective share
9 of the Gross Settlement Amount of \$80,000. For the avoidance of doubt, Virginia Park and Signature
10 shall not collectively be required to pay any amount over \$80,000 for this Settlement. The following
11 table summarizes the allocation of the Gross Settlement Amount:

12 **Gross Settlement Amount of \$80,000.00 Is Broken Down As Follows:**

- 13
- PAGA Counsel Attorneys' Fees not to exceed **\$26,640**
 - PAGA Counsel Costs not to exceed **\$14,000.**
 - Up to **\$5,000.00** for Named Plaintiff Marco Hurtado's General Release Payment
 - Settlement Administration Costs, not to exceed **\$2,800.**
 - **\$31,560** for the PAGA Payment Amount (Net Settlement Fund)
 - **\$23,670** for the LWDA Payment
 - **\$7,890** for the PAGA Aggrieved Employee Payment
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19 32. **Settlement Assumptions.** The Settlement is based on the assumption that there were
20 twenty-five allegedly aggrieved employees who collectively worked eighty (80) compensable work
21 weeks through September 1, 2023. If it is determined by Plaintiff's counsel and confirmed by the
22 Settlement Administrator, and proven by substantial evidence, that more than ninety-two (15%)
23 additional compensable work weeks existed thirty (30) days prior approval by the Court, any of the
24 Parties may terminate this Agreement. For the avoidance of any doubt, the Parties expressly agree
25 and acknowledge that Virginia Park, LLC's and Virginia Park Foods' participation in the Settlement
26 and funding of the Settlement Amount is limited to a total of \$45,000, as set forth in Paragraph
27 38(b), below, and will not increase above that amount whatsoever, and that SS Personnel will in no
28 event be required to pay anything whatsoever for or in connection with the Settlement and that

Signature's participation in the Settlement and the funding of the Settlement is limited to a total of \$35,000, as set forth in Paragraph 38(b) below, and will not increase above that amount whatsoever.

33. **Apportionment of Gross Settlement Amount.** The Parties agree, subject to Court approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be apportioned as follows:

a. **Settlement Administration Fees And Costs:** The fees and costs associated with settlement administration (*e.g.*, preparing and mailing payments to the Aggrieved Employees, tax documentation, etc.) (the "Settlement Administration Costs") will be paid from the Gross Settlement Amount and are estimated to be \$2,800. The Parties agree to use Phoenix Settlement Administrators as the Settlement Administrator.

b. **PAGA Counsel's Attorneys' Fees And Costs:** The Parties agree that, subject to the Court's review and approval, PAGA Counsel will be paid from the Gross Settlement Amount an amount that is up to one third of the Gross Settlement Amount for attorneys' fees (\$26,640), plus actual litigation costs not to exceed \$14,000.

c. **Representative Plaintiff's General Release Payment:** The Parties agree that, subject to the Court's review and approval, Representative Plaintiff will receive a \$5,000.00 General Release Payment, which will be paid from the Gross Settlement Amount.

d. **Net Settlement Fund/PAGA Payment Amount:** After deducting PAGA Counsel's Attorneys' Fees and Costs, Settlement Administration Costs, and Representative Plaintiff's General Release Payment from the Gross Settlement Amount, the remaining amount will comprise the Net Settlement Fund/PAGA Payment Amount. The Net Settlement Fund/PAGA Payment Amount is comprised of the LWDA Payment and the PAGA Aggrieved Employee Payment. The Net Settlement Fund of approximately \$31,560 shall be allocated 75% to the LWDA Payment, which is estimated to total \$23,670 (\$31,560 x 75%). The remaining 25% of the Net Settlement Fund, estimated to total \$7,890, shall be allocated to the PAGA Aggrieved Employee Payment to be paid to the Aggrieved Employees on a *pro rata* basis as noted below, which shall be referred to as each Aggrieved Employee's "Individual PAGA Payment."

1 Example:¹

2 Aggrieved Employee A was actively employed during the PAGA Period for 25 pay periods.
3 All Aggrieved Employees were actively employed a combined total of 1,000 pay periods during the
4 PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as
5 follows:

- 6 ➤ 25 pay periods for Aggrieved Employee A ÷ 1,000 total pay periods for all Aggrieved
7 Employees = 0.025%.
- 8 ➤ Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount that
9 is 0.025% of the PAGA Aggrieved Employee Payment.²

10 e. Taxes and Reporting: The Individual PAGA Payments will be treated as non-
11 wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS
12 Form 1099. Defendants and Signature shall not be responsible for any tax liabilities arising from
13 any payments contemplated under this Agreement, and Covered Employees, PAGA Counsel and
14 the Settlement Administrator shall hold harmless and indemnify Defendants and Signature for any
15 and all costs, including, without limitation, attorneys' fees, related to any tax-related claims, fines,
16 penalties or assessments attributable to the payments set forth in this Agreement.

17 34. **Release By Aggrieved Employees And State Of California.**

18 a. Terms Of Release: In exchange for the consideration recited in this
19 Settlement Agreement, Representative Plaintiff, as the representative for the State of California and
20 all Aggrieved Employees, as well as each of their respective current, former, and future heirs,
21 executors, administrators, attorneys, agents, and assigns, completely release and discharge the
22 Released Parties of any and all Released Claims, including for civil penalties under PAGA. The
23 Aggrieved Employees and the State of California are deemed by operation of the Final Order and
24 Judgment to have agreed not to sue or otherwise make a claim against any of the Released Parties
25 for any Released Claims.

26 b. No Claims Based On Stipulation And Agreement. No Aggrieved Employee

27 _____
28 ¹ Provided for illustration only and does not reflect an actual payment.

28 ² The Individual PAGA Payment will be rounded to the nearest penny with .5 rounded up.

1 will have any claim against any of the Released Parties, Defendants' respective counsel, Signature's
2 counsel, the Representative Plaintiff, or PAGA Counsel, based on errors in administering claims or
3 performing the mailing and skip-tracing requirements of the Settlement Administrator under this
4 Agreement.

5 35. **General Release of All Claims By Representative Plaintiff.**

6 a. Terms Of Release: In exchange for the consideration recited in this
7 Settlement Agreement, including the Representative General Release Payment, the Representative
8 Plaintiff, on behalf of himself and on behalf of his current, former, and future heirs, executors,
9 administrators, attorneys, agents, and assigns, does hereby and forever release, waive, acquit and
10 discharge each of the Released Parties from all claims (known or unknown) which he has, had or
11 might otherwise have had against the Released Parties, from the beginning of time to the date he
12 signs this Agreement, regarding any aspect of his employment including, but not limited to, the
13 Released Claims, any common law or statutory torts, any federal, state or governmental constitution,
14 statute, regulation or ordinance, and any claim for wages, tips or any other compensation or benefit,
15 including, without limitation, all claims arising under the California Labor Code, the California Civil
16 Code, the California Government Code, the California Family Rights Act, the California IWC Work
17 Orders, the California Constitution, the California Business and Professions Code, the California
18 Fair Employment and Housing Act, PAGA, Title VII of the Civil Rights Act of 1964, the Age
19 Discrimination in Employment Act, the Family and Medical Leave Act, the Employee Retirement
20 Income Security Act, the Rehabilitation Act of 1973, the Older Workers Benefit Protection Act, the
21 Fair Labor Standards Act, the Americans with Disabilities Act, the Worker Adjustment Retraining
22 Notification Act, the Equal Pay Act, the Uniformed Services Employment and Reemployment
23 Rights Act, the National Labor Relations Act, the Genetic Information and Nondiscrimination Act,
24 the Families First Coronavirus Response Act, the False Claims Act, and the Defend Trade Secrets
25 Act.

26 b. California Civil Code Section 1542: Upon the Effective Date, the
27 Representative Plaintiff will be deemed to have, and by operation of the Final Order and Judgment
28 will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions,

1 rights, and benefits of section 1542 of the California Civil Code which provides as follows:

2 “A general release does not extend to claims that the creditor or releasing party does
3 not know or suspect to exist in his or her favor at the time of executing the release
4 and that, if known by him or her, would have materially affected his or her settlement
5 with the debtor or released party.”

6 c. No Other Actions. The Representative Plaintiff is deemed by operation of
7 the Final Order and Judgment to have agreed not to sue or otherwise make any claim against any of
8 the Released Parties based upon any action, event, or occurrence prior to the date he signs this
9 Settlement Agreement.

10 36. Release by PAGA Counsel:

11 Except as otherwise stated in this Agreement, PAGA Counsel release on behalf PAGA
12 Counsel and their present and former attorneys, employees, principals, agents, successors and
13 assigns each of the Released Parties from all claims for fees and costs incurred in connection with
14 the Action and the PAGA Period facts stated in the operative complaint in the Action and all PAGA
15 notices.

16 37. Release by PAGA Counsel.

17 Except as otherwise stated in this Agreement, PAGA Counsel release on behalf of their
18 present and former attorneys, employees, agents, successors and assigns each of the Released Parties
19 from all claims for fees and costs incurred in connection with the Action and the PAGA Period facts
20 stated in the operative complaint and the PAGA notice.

21 38. Release by Defendants and Signature. Release By Defendants and Signature

22 Provided that the Court enters a Final Order and Judgment approving the settlement set forth in this
23 Agreement, and Signature provides materially accurate information regarding the number of
24 aggrieved employees and workweeks at issue for purposes of the settlement contemplated herein,
25 each of the Defendants and Signature, respectively, on behalf of itself and on behalf of its current,
26 former, and future heirs, executors, administrators, attorneys, agents, affiliates, and assigns, waives
27 and releases each of the other Defendants and Signature from all claims asserted **or which could**
28 **have been asserted** in this lawsuit.

1 39. **Request For Final Order And Judgment.**

2 a. Upon execution of this Agreement, the Representative Plaintiff shall
3 promptly file a motion or application with the Court requesting approval of this Settlement by
4 submitting a proposed Final Order and Judgment, in a form substantially the same as Exhibit A.

5 b. The Representative Plaintiff shall not file the motion or application
6 requesting final approval or final judgment with the Court until Defendants and Signature have
7 reviewed and approved it, which approval will not be unreasonably withheld.

8 c. On the date Representative Plaintiff files the motion or application discussed
9 in this Paragraph, Plaintiff will also submit to the LWDA a notice of the Settlement enclosing a
10 copy of the Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA will comply
11 with the notice requirements of PAGA.

12 40. **Waiver of Appeal.** Any Covered Employee who does not timely submit an
13 objection to the Settlement waives any and all rights to appeal the Final Order and Judgment,
14 including all rights to any post-judgment proceeding and appellate proceeding such as a motion to
15 vacate the judgment, motion for new trial, and extraordinary writs. This waiver does not include a
16 waiver of the right to oppose any appeals, appellate proceedings or post judgment proceedings, if
17 any.

18 41. **Settlement Funding.**

19 a. Upon the Court entering the Final Order and Judgment, and within 7 days
20 after the Effective Date, the Settlement Administrator shall send Virginia Park's and Signature's
21 respective counsel electronic wiring instructions to fund the Gross Settlement Fund.

22 b. Within twelve (12) months of the execution of this Agreement, Defendant
23 Virginia Park, LLC and Virginia Park Foods shall wire to the Settlement Administrator Forty-Five
24 Thousand Dollars and Zero Cents (\$45,000) of the Gross Settlement Amount (the "Virginia Park
25 Funding Date").

26 c. Within twelve (12) months of the execution of this Agreement, Signature
27 shall wire to the Settlement Administrator Thirty-Five Thousand Dollars and Zero Cents (\$35,000)
28 of the Gross Settlement Amount (the "Signature Funding Date"). Notwithstanding anything to the

contrary or apparent contrary, under no circumstances shall SS Personnel be obligated to make any payment whatsoever under, pursuant to, or in connection with this Agreement or the transactions contemplated hereby.

d. Within 14 days after the Virginia Park and Signature Funding Dates, the Settlement Administrator shall issue all payments required by this Agreement (the "Payment Date").

42. **PAGA List.**

a. Within 20 days after the Effective Date, Signature will provide a PAGA List to the Settlement Administrator which will, to the extent of Signature's knowledge, identify all Aggrieved Employees by name, social security number, and last known home address ("PAGA List"). The PAGA List will also contain, to Signature's knowledge, the number of pay periods credited to each Aggrieved Employee.

43. **List Of Individual Settlement Amounts.**

Within 20 days after the Settlement Administrator receives the PAGA List, the Settlement Administrator will provide to PAGA Counsel and Defendants' and Signature's respective counsel a Proceeds List reflecting the Individual PAGA Payment for each Aggrieved Employee ("Proceeds List"). The Proceeds List provided to PAGA Counsel will not include the Aggrieved Employees' names, social security numbers or contact information.

44. **PAGA Payments To Aggrieved Employees.**

a. On the Payment Date, the Settlement Administrator will mail to each Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement Notice in English and Spanish, attached as Exhibit B to this Agreement; and (b) their Individual PAGA Payment (collectively, the "PAGA Packet").

b. Prior to mailing, the Settlement Administrator will update all addresses using the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then the Settlement Administrator will promptly conduct a "standard search," sometimes called, "Skip Trace" or "Credit Header" searches, to locate a better address. If a better address is found, the

1 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found
2 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
3 Administrator, Defendants, or PAGA Counsel shall be required to take further action.

4 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
5 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee's
6 check is not cashed within that period, the settlement payment check will be voided and a stop-
7 payment will be issued. Neither Defendants, Defendants' counsel, Plaintiff, nor PAGA Counsel
8 will have any liability for lost or stolen settlement payment checks, forged signatures on settlement
9 payment checks, unauthorized negotiation of settlement payment checks, or failure to timely cash a
10 settlement payment check within the 180 day period.

11 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
12 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
13 transmitted to the California State Controller's office in the name of the Aggrieved Employee.

14 45. **Payments Of General Release Payment, Attorneys' Fees And Costs, And The**
15 **LWDA Settlement Payment.**

16 a. On the Payment Date, the Settlement Administrator will pay from the Gross
17 Settlement Amount the Representative Plaintiff's General Release Payment as awarded by the
18 Court. The payment will be made by sending to PAGA Counsel a check payable to "Marco
19 Hurtado" in the amount of the Court-approved General Release Payment. This payment is
20 conditional upon PAGA Counsel providing the Settlement Administrator with a completed Form
21 W-9 for the Representative Plaintiff.

22 b. On the Payment Date, the Settlement Administrator will pay from the Gross
23 Settlement Amount to PAGA Counsel its Court-approved Attorneys' Fees and Costs. Such payment
24 is conditional upon PAGA Counsel providing the Settlement Administrator with a completed Form
25 W-9.

26 c. On the Payment Date, the Settlement Administrator will pay the LWDA
27 Payment from the Net Settlement Fund by issuing a check payable to "California Labor Workforce
28 and Development Agency."

1 46. **Deadlines.**

2 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
3 the deadline will be automatically extended to the next regular business day. Unless specified
4 otherwise, all references to “days” shall mean calendar days.

5 47. **Enforcement And Continuing Jurisdiction Of The Court.**

6 Pursuant to the Parties’ agreement, this Settlement Agreement will be approved by the Court
7 and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6.
8 Even after the entry of the Final Order and Judgment, this Court will have and retain continuing
9 jurisdiction over the Action and over all Parties and the Aggrieved Employees, to the fullest extent
10 necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement
11 and all matters provided for in it, and to interpret it.

12 48. **Mutual Full Cooperation.**

13 The Parties will fully cooperate with each other to accomplish the terms of this Settlement
14 Agreement, including, but not limited to, execution of such documents and taking such other action
15 as may be reasonably necessary or convenient to implement it.

16 49. **Non-Admission Of Liability.**

17 The Parties enter into this Agreement to resolve the dispute that has arisen between them
18 and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement,
19 Defendants and Signature do not admit, and specifically deny, that they have violated any federal,
20 state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any
21 other applicable laws, regulations or legal requirements; violated or breached any duty; engaged in
22 any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the
23 Action. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations
24 connected with it, shall be construed as an admission or concession by Defendants or Signature of
25 any such violations or failures to comply with any applicable law. Except as necessary in a
26 proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions
27 shall not be offered or received as evidence in any action or proceeding to establish any liability or
28 admission on the part of Defendants or Signature or to establish the existence of any condition

1 constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

2 50. **Effective Date Of Defendants' and Signature's Obligations Under This**
3 **Agreement.**

4 Defendants' and Signature's obligations under this Settlement Agreement will become final
5 and effective only upon the occurrence of the Effective Date. In the event that any of the conditions
6 specified in this Settlement Agreement are not satisfied, or in the event that this Settlement does not
7 obtain approval of the Court for any reason, all matters covered by this Agreement will be null and
8 void. In such event, neither this Agreement nor any negotiations leading to this Settlement will be
9 used or construed by or against any Party as a determination, admission, or concession of any issue
10 of law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
11 respective rights regarding the prosecution and defense of the Action, including all available
12 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
13 existed.

14 51. **Nullification.**

15 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
16 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,
17 or declared or rendered void as to any material term as defined above, then (a) the Settlement
18 Agreement shall become null and void; and (b) the Parties will revert to their respective positions
19 immediately prior to reaching the settlement.

20 52. **Invalidation.**

21 Invalidation of any material term of this Settlement Agreement will invalidate this
22 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
23 provisions will remain in full force and effect.

24 53. **No Publicity.**

25 Plaintiff and his counsel agree that the terms of this Settlement Agreement (including, but
26 not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this
27 Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or
28 publicized or promoted to the media (including, without limitation, legal periodicals and

1 publications such as “Jury Verdicts,” or disclosure of the Settlement Agreement on any web site of
2 Plaintiff’s counsel), or the public at large, without the advance written consent of Defendants and
3 Signature. Notwithstanding the foregoing, Plaintiff and his counsel (1) may tell the public in general
4 only that certain claims “have been resolved by the Parties,” and (2) may disclose the terms of the
5 Settlement Agreement (a) in appropriate filings with the Court in this case; (b) where required by
6 law (e.g., income tax returns); (c) Plaintiff’s counsel may refer to the Action for purposes of class
7 or representative counsel qualifications; and (d) to accountants or other tax professionals for the
8 purpose of preparing tax returns.

9 54. **Entire Agreement.**

10 This Settlement Agreement constitutes the entire integrated agreement between the Parties
11 relating to the Action, and no oral representations, warranties, or inducements have been made to
12 any party concerning this Settlement Agreement other than the representations, warranties, and
13 covenants contained and memorialized in this Settlement Agreement.

14 55. **Authorization To Act.**

15 PAGA Counsel warrants and represents that they are authorized by the Representative
16 Plaintiff, and counsel of record for Defendants warrants that they are authorized by Defendants, to
17 take all appropriate action required or permitted to be taken by such Parties pursuant to this
18 Settlement Agreement to effectuate its terms, and to execute any other documents required to
19 effectuate the terms of this Settlement Agreement, except for any documents, including but not
20 limited to this Settlement Agreement, that are required to be executed by the Parties.

21 56. **Modification Only In Writing.**

22 This Settlement Agreement may be amended or modified only by a written instrument signed
23 by all Parties or their successors in interest.

24 57. **Binding On Successors.**

25 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this
26 Agreement, as well as their assigns and successors in interest to this Agreement.

27 58. **No Prior Assignments.**

28 The Aggrieved Employees are deemed by operation of the Final Order and Judgment to

1 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
2 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
3 liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

4 59. **Governing Law.**

5 All terms of this Settlement Agreement will be governed by and interpreted according to the
6 laws of the State of California, without giving effect to conflicts of laws principles.

7 60. **Counterparts.**

8 This Settlement Agreement may be executed in one or more counterparts, including by the
9 use of e-signatures. All executed counterparts and each of them will be deemed to be one and the
10 same instrument. Counsel for the Parties will exchange among themselves any signed counterparts.

11 61. **Headings For Convenience Only.**

12 The descriptive headings of any paragraphs or sections and the defined terms of this
13 Settlement Agreement are inserted for convenience of reference only and do not constitute a part of
14 this Settlement Agreement.

15 62. **Construction of This Agreement.**

16 The Parties agree that the terms and conditions of this Settlement Agreement are the result
17 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
18 construed in favor of or against any Party by reason of the extent to which any Party, or his or its
19 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
20 entire agreement between the Parties relating to the subject matter hereof. Except as expressly
21 provided in this Agreement, this Settlement Agreement has not been executed in reliance upon any
22 other oral or written representations or terms and no such extrinsic oral or written representations or
23 terms will modify, vary, or contradict the terms of this Settlement Agreement. In entering this
24 Settlement Agreement, the Parties explicitly recognize California Civil Code section 1625 and
25 California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be
26 construed according to its terms and may not be varied or contradicted by extrinsic evidence. The
27 Representative Plaintiff, Defendants, and Signature had available to them the advice and assistance
28 of independent counsel. As such, neither the Representative Plaintiff, Defendants, or Signature may

1 claim that any ambiguity in this Settlement Agreement should be construed against any other Parties.

2 63. **Corporate Signatories.**

3 Any person executing this Settlement Agreement or any related document on behalf of a
4 corporate signatory warrants and promises for the benefit of all Parties that such person has been
5 duly authorized by such corporation to execute this Settlement Agreement or any related document.

6 64. **Representation By Counsel.**

7 All of the Parties hereto acknowledge that they have been represented by counsel throughout
8 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
9 has been executed with the advice of counsel.

10 65. **Attorneys' Fees And Costs.**

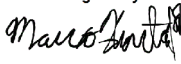
11 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
12 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action
13 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event
14 of a proven breach of this Agreement, the breaching party will be required to pay the prevailing
15 Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

16 [SIGNATURE PAGES TO FOLLOW]

1 **IT IS SO AGREED:** 4/19/2024

2 Dated:

3 Marco Hurtado

DocuSigned by:

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5 Dated:

VIRGINIA PARK LLC, and VIRGINIA PARK FOODS

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8 Dated:

SS PERSONNEL LLC

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11 Dated:

SIGNATURE SELECT PERSONNEL, LLC

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15 Dated: April 26, 2024

APPROVED AS TO FORM

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18 By:


LAW OFFICE OF SCOTT ERNEST WHEELER
Scott Ernest Wheeler
Attorneys for Plaintiff Marco Hurtado and the
Aggrieved Employees

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21 Dated:

APPROVED AS TO FORM:

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23 By:

HONIGMAN LLP
Matthew S. Disbrow
Attorneys for Defendants VIRGINIA PARK LLC,
and VIRGINIA PARK FOODS

1 IT IS SO AGREED:

2

Dated:

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Marco Hurtado

4

5 Dated:

VIRGINIA PARK LLC, and VIRGINIA PARK FOODS

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By: Scott Rudolph

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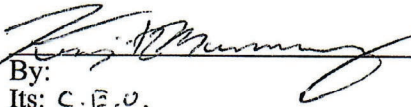
Its: CFO

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Dated: 4/19/24

SS PERSONNEL LLC

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By: C.F.O.

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Dated:

SIGNATURE SELECT PERSONNEL, LLC

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Its:

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APPROVED AS TO FORM

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By:

LAW OFFICE OF SCOTT ERNEST WHEELER
Scott Ernest Wheeler
Attorneys for Plaintiff Marco Hurtado and the
Aggrieved Employees

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Dated:

APPROVED AS TO FORM:

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By:


HONIGMAN LLP
Matthew S. Disbrow
Attorneys for Defendants VIRGINIA PARK LLC,
and VIRGINIA PARK FOODS

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Dated: April 23, 2024

APPROVED AS TO FORM:



By: JONATHAN LEE BORSUK PC
Jonathan Lee Borsuk
Attorney for Defendant SS PERSONNEL LLC

Dated:

APPROVED AS TO FORM:

By: _____

Attorney for Defendant SIGNATURE SELECT
PERSONNEL, LLC