

## PAGA SETTLEMENT AGREEMENT AND NOTICE

Plaintiff *ISMAEL*  
*ARRIETA RODRIGUEZ* Defendants *CACIQUE LLC; and CACIQUE FOODS,*  
*LLC* s Agreement refers to Plaintiff and Defendants

### 1. DEFINITIONS.

- 1.1. against Defendants captioned *ISMAEL ARRIETA RODRIGUEZ v. CACIQUE LLC; and CACIQUE FOODS, LLC* initiated on October 12, 2022, and pending in Superior Court of the State of California, County of Los Angeles, Case No.22STCV33354.
- 1.2. Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. Administration Expenses Payment means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's not to exceed bid submitted to the Court in connection with approval of this Settlement.
- 1.4. Aggrieved Employee means a person employed by Defendants in California and classified as a non-exempt, hourly employee, who worked at least one pay period for Defendants at any time during the PAGA period.
- 1.5. search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.6. possession, -known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.7. Aggrieved Employee PAGA Penalties Amount paid to Aggrieved Employees.
- 1.8. Court means the Superior Court of California, County of Los Angeles.
- 1.9. Defendants means named Defendants *CACIQUE FOODS, LLC.* and *CACIQUE*

LLC.

- 1.10. Defense Counsel means Law Offices of Mary E. Lynch.
- 1.11. Effective Date means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day that the Court enters Judgment.
- 1.12. Gross Settlement Amount means \$335,000.00, which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraphs 8 and 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, PAGA Representative Service Payment, and the Administration Expenses Payment.
- 1.13. Individual PAGA Payment means the Aggrieved Employee's pro rata share of the Aggrieved Employee PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.14. Judgment means the judgment entered by the Court based upon the final approval of the Settlement reflected in this Agreement.
- 1.15. LWDA means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. LWDA PAGA Payment means 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. Net Settlement Amount means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: The LWDA PAGA Payment, PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Individual PAGA Payments.
- 1.18. PAGA means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.19. Ebrahimian, LLP, including Joseph Lavi, Vincent Granberry, and all lawyers affiliated with this firm.

- 1.20. mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
- 1.21. PAGA Notice means  
LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. any Pay Period during which an Aggrieved Employee worked  
for Defendants for at least one day during the PAGA Period.
- 1.23. October 1, 2021, through September 19, 2023.
- 1.24. PAGA Representative means the named Plaintiff in the operative complaint in the  
Action seeking Court approval to serve as a PAGA Representative.
- 1.25. PAGA Representative Service Payment means the payment to the PAGA  
Representative for initiating the Action and providing services in support of the  
Action.
- 1.26. ISMAEL ARRIETA RODRIGUEZ, the named Plaintiff in the  
Action.
- 1.27. Released PAGA Claim means the claims being released as described in Paragraph  
5.2 below.
- 1.28. Released Partie means: Cacique, LLC, Cacique Foods, LLC, including all of  
parent or subsidiary companies and their collective current and former owners,  
officers, members, directors, shareholders, attorneys, accountants, representatives,  
insurers, agents and employees.
- 1.29. Settlement means the disposition of the Action effected by this Agreement and the  
Judgment.

## **2. RECITALS.**

- 2.1. On October 12, 2022, Plaintiff commenced this Action by filing a Complaint alleging  
causes of action against Defendants for Civil Penalties Pursuant to the Private  
Complaint is the o  
Defendants deny the allegations in the Operative Complaint, deny any failure to  
comply with the laws identified in the Operative Complaint, and deny any and all  
liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On February 23, 2024, the Parties participated in an all-day mediation presided over by Jeffrey P. Fuchsman, which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, the Plaintiff obtained pertinent documents and data for the PAGA members through informal discovery so that the Parties could fully investigate the claims at issue and understand their strengths and weaknesses. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4<sup>th</sup> 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 129-130 (*Dunk/Kullar*”).
- 2.5. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### 3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraphs 8 and 9 below, Defendants promise to pay \$335,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court:
  - 3.2.1 To Plaintiff: PAGA Representative Service Payment to the PAGA Representative of not more than \$1,000.00 (in addition to any Individual PAGA Payment that the PAGA Representative is entitled to receive as an Aggrieved Employee). Defendants for a PAGA Representative Service Payment that does not exceed this amount. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.
  - 3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than One-Third of the Gross Settlement Amount, which is currently estimated to be \$111,666.67, and a PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. In the event that the escalator clause described in Paragraph 8 herein is triggered and the Gross Settlement Amount is increased, PAGA Counsel may, at their discretion, increase the PAGA Counsel Fees Payment in order to retain One-Third of the Gross Settlement Amount. Defendants will not oppose requests for these

payments provided that they do not exceed these amounts. Plaintiff will file a motion for PAGA Counsel Fees Payment and                      Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$7,200.00 except for a showing of good cause and as approved by the Court. To the extent that the                      are less, or the Court approves payment of less than \$7,200.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: The LWDA PAGA Payment in the amount of 75% of the Net Settlement Amount (currently estimated to be \$146,349.99) shall be paid to the LWDA under Labor Code section 2699, subd. (i). The Aggrieved Employee PAGA Penalties in the amount of 25% of the Net Settlement Amount (currently estimated to be \$48,783.33) shall be allocated for the Individual PAGA Payments.

3.2.4.1.        The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees PAGA Penalties, representing a 25% share of the Net Settlement Amount, by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved

full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2.        The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.5 In the event that the Court reduces or does not approve the requested PAGA Counsel Fees Payment and/or                      Litigation Expenses Payment, PAGA Counsel reserves their right to appeal such order, however, Plaintiff and/or PAGA Counsel cannot request or demand an increase to the Gross Settlement Amount on that basis.

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

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 365 Aggrieved Employees who worked a total of 10,000 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 30 days of the Approval Order, Defendants will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee privacy rights, the

Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within 65 days from the date of the Approval Order.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipient mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all other Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved

Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Aggrieved Employee (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, pension benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but a remain effective in all respects, notwithstanding such different or additional facts

5.2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice.

6. **MOTION FOR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree that Plaintiff will prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval

of PAGA Settlement; (ii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,

modifications made to the Model Agreement ready for filing with the Court; and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and P Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2. Responsibilities of Counsel. The Parties are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff is responsible for delivering the Court's Approval Order to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, the Parties will expeditiously work together, by and through their respective Counsel, by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, the Parties, by and through their respective Counsel, will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **7. SETTLEMENT ADMINISTRATION.**

- 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ( QSF ) under US Treasury Regulation section 468B-1.

*Administrator Duties.* The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise. No later than three (3) business days after receipt of the PAGA Member Data, the Administrator shall notify PAGA Counsel that the list has been received and state the number of PAGA Members and Pay Periods in the PAGA Member Data.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, there were 365 Aggrieved Employees who worked 10,000 PAGA Pay Periods during the PAGA Period. If the total number of PAGA Pay Periods as of the end of the PAGA Period exceeds the above figure by greater than 5%, then the Gross Settlement Amount shall increase pro rata based on the number of additional PAGA Pay Periods above 5% (i.e., if the number of PAGA Pay Periods is 6% greater than the above figure, then the Gross Settlement Amount shall increase by 1%).

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

- 9.1. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals.

under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

**10. ADDITIONAL PROVISIONS.**

- 10.1. **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement

and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the Settlement of the Action, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3. Attorney Authorization. The Parties separately warrant and represent that they have authorized their respective Counsel to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.
- 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator (Jeffrey Fuchsman) and/or the Court for resolution.
- 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6. No Tax Advice. The Parties are not providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8. Agreement Binding on Successors. This Agreement will be binding upon and inure to the benefit of the successors of each of the Parties.
- 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data. PAGA Counsel will provide notice to Defense Counsel, within ten (10) days of the destruction of such information, confirming that all information has been destroyed, as required by this paragraph.
- 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14. Calendar Days. Unless otherwise noted, all reference to days in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger,

To Plaintiff:

Joseph Lavi, Esq.  
Vincent C. Granberry, Esq.  
**LAVI & EBRAHIMIAN, LLP**  
8889 W. Olympic Blvd., Suite 200  
Beverly Hills, CA 90211  
Telephone: (310) 432-0000  
Fax: (310) 432-0001  
whits@lelawfirm.com

To Defendants:

Mary E. Lynch, Esq.  
**LAW OFFICES OF MARY E. LYNCH**  
2875 Michelle Drive, Suite 220  
Irvine, California 92606  
Telephone: 949-229-5529  
Facsimile: 949-231-5810  
mary@marylynchlaw.com

- 10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 10.18. Bankruptcy. In the event that any Defendants file for bankruptcy prior to the final disbursement of the Gross Settlement Amount, Plaintiff shall be permitted to file the claims asserted in the Action in the bankruptcy proceedings, and such claims are not limited by the amount of the Gross Settlement Amount as set forth in this Settlement Agreement. If any settlement funds have been disbursed as provided in this agreement as of the date Defendants files for bankruptcy, Defendants shall not be entitled to a return of such funds from the recipients. However, Defendants will be entitled to claim a credit for any previously disbursed funds in the bankruptcy proceedings.
- 10.19. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or connection with any enforcement actions.

**APPROVED:**

*Ismael Rodriguez*

Plaintiff Ismael Arrieta Rodriguez

Date: 11/01/2024

For Defendants Cacique LLC; and Cacique  
Foods LLC

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

*Joseph Lavi*

Counsel For Plaintiff

Date: 11/04/2024

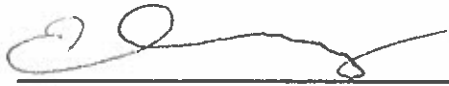
Counsel For Defendants

Date: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
Plaintiff Ismael Arrieta Rodriguez

Date: \_\_\_\_\_



\_\_\_\_\_  
For Defendants Cacique LLC; and Cacique  
Foods LLC

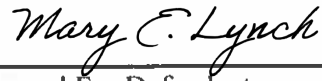
Elizabeth Seabury  
SVP, General Counsel

Date: 11/5/24

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Counsel For Plaintiff

Date: \_\_\_\_\_



\_\_\_\_\_  
Counsel For Defendants

Date: November 6, 2024