

**SETTLEMENT AGREEMENT AND
GENERAL RELEASE OF ALL CLAIMS**

This Individual Settlement Agreement and General Release of All Claims (“Agreement”) memorializes the settlement made by and between Ignacio Lepe (“LEPE”), on the one hand, and Bristol Farms, and its respective employees, officers, investors, affiliates, subsidiaries, agents, assigns, customers, executives, boards of directors, shareholders, attorneys, and insurers, on the other hand. LEPE and Bristol Farms are collectively referred to herein as the “Parties” or individually as a “Party.”

RECITALS:

WHEREAS, LEPE was employed by Bristol Farms from September 1, 2018 until on or about February 16, 2020 and assigned to work at the Lazy Acres store in Hermosa Beach;

WHEREAS, on or about December 12, 2020, LEPE filed correspondence with the California Labor and Workforce Development Agency (“LWDA”), Case No. LWDA-CM-848647-21, in which he sought civil penalties for alleged violations of California wage and hour laws, including California Labor Code §§ 201-203, 204, 210, 222.5, 226(a), 226.7, 256, 510, 512, 516, 1174.5, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 2698, *et seq.*, and California Code of Regulations, Title 8, Section 11070(14)(A) and (B), for failure to provide suitable seating and California Code of Regulations, Title 8, Section 11070(4)(C) for failure to pay split shift pay on behalf of all Bristol Farms’ current and former nonexempt employees in California (the “PAGA Notice”);

WHEREAS, on or about February 16, 2021, LEPE filed a representative PAGA Action Complaint in Los Angeles County Superior Court, Case No. 21STCV05909 against Bristol Farms alleging a single claim for penalties pursuant Private Attorneys General Act, California Labor Code section §§ 201-203, 204, 210, 222.5, 226(a), 226.7, 256, 510, 512, 516, 1174.5, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 2698, *et seq.*, and California Code of Regulations, Title 8, Section 11070(14)(A) and (B), for failure to provide suitable seating and California Code of Regulations, Title 8, Section 11070(4)(C) for failure to pay split shift pay on behalf of all Bristol Farms’ current and former nonexempt employees in California, and amended on May 16, 2022 (the “Civil Action”);

WHEREAS, on September 8, 2022, LEPE’s individual claims in the Civil Action were compelled to binding arbitration and on November 17, 2022, LEPE filed a demand for arbitration with JAMS, Case No. 5220001989 and the Court stayed the pending representative PAGA action, while the Parties were to arbitrate LEPE’S individual claims;

WHEREAS, none of LEPE’s claims against Bristol Farms concern an allegation of sexual harassment, sexual abuse, or discrimination;

WHEREAS, Bristol Farms denies each and all of LEPE’s claims as alleged in the PAGA Notice, Civil Action, and demand for arbitration with JAMS, and any other wrongful or unlawful

conduct, claim, damage, or liability of any kind with regard to LEPE, or in any other matter. Bristol Farms further denies that LEPE has been unlawfully damaged in any manner whatsoever;

WHEREAS, in exchange for the monetary payment, and other consideration described below, LEPE will release Bristol Farms and Released Parties (defined below) from any and all claims, including those arising from or related to the PAGA Notice, the Civil Action, demand for arbitration with JAMS, and/or LEPE's employment by Bristol Farms, dismiss his claims pending in arbitration before JAMS, and dismiss the representative state court PAGA action;

WHEREAS, LEPE has agreed to resolve on an individual basis, any and all disputes, claims, complaints, grievances, charges, actions, petitions and demands that LEPE may have, including, but not limited to, all claims alleged in the PAGA Notice, Civil Action, demand for arbitration with JAMS, and any and all claims arising or in any way related to Bristol Farms and Released Parties. No other potentially aggrieved employees of Bristol Farms, and/or Released Parties will be affected by this Agreement and no other potentially aggrieved employees are waiving or releasing any rights they have under this Agreement; and

WHEREAS, the Parties have jointly drafted this Agreement. LEPE further agrees that he has had the opportunity to consult with counsel and understands the scope and effect of the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

AGREEMENT:

1. No Admission of Liability. The Parties agree that there is a good faith dispute as to LEPE's claims, and as such, the furnishing of the consideration of this Agreement shall not be construed as an admission of liability by Bristol Farms or the Released Parties for any purpose whatsoever;

2. Consideration. In the event that LEPE executes and delivers this Agreement and the documents described in this Section, LEPE is not in breach or default of this Agreement, and LEPE has performed all obligations under this Agreement, Bristol Farms shall cause to be delivered to Capstone Law APC ("LEPE's Counsel") a payment in the gross amount of Forty Thousand Dollars (\$40,000.00) (the "Payment"), which shall be paid as follows:

(a) One payment to LEPE in the gross amount of Nine Thousand Dollars (\$9,000). This payment is comprised of LEPE's individual PAGA settlement (\$500) and \$8,500 in additional monies characterized as potential statutory penalties and interest. This payment will be classified as non-wages, for which Bristol Farms will issue LEPE an IRS Form 1099;

(b) One payment to LEPE in the gross amount of One Thousand Dollars (\$1,000). This payment will be classified as wages and will be subject to withholdings. Bristol Farms will issue LEPE an IRS Form W2 for this payment;

(c) One payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of One Thousand, Five Hundred Dollars (\$1,500), constituting a 75% share of the PAGA settlement.

(d) One payment for alleged attorneys’ fees and costs by check made payable to “Capstone Law APC” (“Employee’s Counsel”) in the amount of Twenty-Eight Thousand, Five Hundred Dollars (\$28,500.00), for which an IRS Form 1099-MISC shall be issued to Employee’s Counsel;

After the Effective Date (defined below in Paragraph 5(d)), Bristol Farms will deliver the Payment to LEPE’s Counsel at 1875 Century Park East, Suite 1000, Los Angeles, CA 90067 within twenty-one (21) calendar days upon LEPE’s and LEPE’s Counsel’s full execution and delivery of the following documents to Constangy, Brooks, Smith & Prophete, LLP (“Defense Counsel”) by email to Regina Musolino at rmusolino@constangy.com: (i) this Agreement bearing the signatures of LEPE and LEPE’s Counsel; (ii) IRS Form W-9 for LEPE; (iii) IRS Form 1099-MISC for LEPE’s Counsel; and (iv) a Joint Stipulation and [Proposed] Order requesting dismissal of the entire Civil Action without prejudice signed by LEPE’s Counsel.

After LEPE has received the Payment, Defense Counsel will file the Joint Stipulation and [Proposed] Order in Los Angeles County Superior Court and the Parties will send a joint request to JAMS to dismiss LEPE’s pending claims, with prejudice, in arbitration. LEPE’s Counsel shall file a notice of intent not to proceed with the PAGA case with the LWDA. LEPE and LEPE’s Counsel will cooperate with Defense Counsel to secure dismissal and effectuate the terms of this Agreement.

3. Tax Indemnification. LEPE acknowledges and agrees that neither Bristol Farms nor Defense Counsel have made any representations or warranties regarding the tax consequences of any amounts paid by Bristol Farms to LEPE pursuant to this Agreement. LEPE agrees to pay all federal or state taxes, if any, which are required by law to be paid by him with respect to the Payment. LEPE further agrees to indemnify and hold Bristol Farms harmless from any taxes owed by LEPE, including interest or penalties, due or assessed on account of this Agreement.

4. Individual Release of Claims. LEPE agrees and understands that this is a complete and general release for himself only. No other potentially aggrieved employees of Bristol Farms and/or Released Parties will be affected by this Agreement and no other potentially aggrieved employees are waiving or releasing any rights they have under this Agreement. In exchange for good and valuable consideration set forth herein, LEPE and his heirs, executors, administrators, successors, and assigns, if any, (“Releasing Parties”) absolutely, unconditionally and forever release, acquit, covenant not to sue, and forever discharge, jointly and individually, Bristol Farms, and its respective affiliated companies, subsidiaries, parents, current or former officers, directors, clients, customers, employees, attorneys, and/or agents, and insurers (“Released Parties”) from all claims, actions, complaints, grievances, and causes of action (hereinafter collectively referred to as “claims”), through and including the date of LEPE’s signing of this Agreement, whether known and unknown, including, but not limited to, those claims and damages which exist or can arise from or relate to the PAGA Notice, Civil Action, demand for arbitration with JAMS, and LEPE’s employment by Bristol Farms.

This release includes, but is not limited to, claims arising under or related to: Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Employee Retirement Income Security Act (except such rights as may be vested under any retirement plan sponsored by Bristol Farms); the Lilly Ledbetter Fair Pay Act; the Family and Medical Leave Act; the Fair Labor Standards Act; the Age Discrimination in Employment Act; the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; the Worker Adjustment and Retraining Notification Act; any claims under applicable state or local law (including but not limited to the California Labor Code, the California Constitution; California statutory and common law; the California Fair Employment and Housing Act; the California Family Rights Act; the California Business and Professions Code; the California Worker Adjustment and Retraining Notification Act; the California Private Attorneys' General Act); common law torts; claims for wrongful discharge in violation of public policy; invasion of privacy, discrimination, retaliation, harassment, failure to prevent discrimination/retaliation/harassment, whistleblowing, breach of contract, intentional or negligent infliction of emotional distress, defamation, or interference with contractual relations, unfair or unlawful business practices, breach of implied covenant of good faith and fair dealing; any claims for failure to pay wages, overtime or benefits of any and all kinds, failure to pay wages timely, failure to provide or maintain accurate wage statements, vacation pay, personal pay, sick pay, separation pay, domestic abuse leave and other types of leave, and other employment benefits; any claims for continued employment; any claims for damages of any type, including liquidated damages and/or punitive damages; and any other cause of action or claim for damages based on common law, equitable law, or federal, state, or other governmental statute, law, regulation, rule, order, code, or ordinance. LEPE acknowledges that his release of claims herein deprives him of standing to pursue any claim as an aggrieved employee under the California Private Attorneys General Act or as a class representative in any action against Released Parties from all claims and damages, known and unknown, including those which exist or can arise out of the PAGA Notice, Civil Action, demand for arbitration with JAMS, and LEPE's employment by Bristol Farms. LEPE further acknowledges and agrees that by virtue of this settlement and the consideration provided, he is no longer an aggrieved employee under the California Private Attorneys' General Act.

LEPE further agrees and acknowledges that the release provided for in this Section shall apply to all unknown and unanticipated injuries and/or damages (as well as those now alleged). LEPE acknowledges and understands that Section 1542 of the Civil Code of the State of California provides as follows:

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

Being aware of Section 1542 of the California Civil Code and by signing this Agreement, LEPE expressly waives the provisions of Section 1542 of the California Civil Code and any other similar provisions of law that may be applicable.

LEPE acknowledges that all claims, including, but not limited to, those alleged in the PAGA Notice, Civil Action, and demand for arbitration with JAMS, shall be fully and finally extinguished by virtue of this Agreement. LEPE further represents that he will not bring any action in the future against Released Parties in which LEPE seeks to recover any damages from Released Parties relating to or arising from the claims released by this Agreement or alleged in the PAGA Notice, Civil Action, demand for arbitration with JAMS, and LEPE's employment by Bristol Farms, other than an action to enforce LEPE's rights under this Agreement or participate in any other lawsuit which alleges claims released by LEPE in this Agreement, relating to his employment.

Nothing in this Agreement shall be construed to waive any right that is not subject to waiver by private agreement. This Section does not apply to any worker's compensation claims or non-waivable charges or claims brought before a governmental agency, charges claiming violation of anti-discrimination laws, or other federal, state, or local laws filed with the Equal Employment Opportunity Commission, the National Labor Relations Board, the California Department of Fair Employment and Housing, or any other state agency, or other administrative agency investigating such claims or as part of a whistleblower program created by the Dodd-Frank amendments to the Securities Exchange Act and Commodity Exchange Act, including cooperating with or providing documents or other information to the Securities & Exchange Commission or related agency, without notice to Bristol Farms. Should any charge or complaint be filed, LEPE agrees, to the fullest extent permitted by law, that LEPE will not accept any relief or recovery, except as permitted as part of a whistleblower program described in this Paragraph. Except as prohibited by law or permitted by this Agreement, in the event that any other claim is filed against LEPE or the Released Parties, it shall be dismissed with prejudice upon presentation of this Agreement.

5. Release of ADEA and OWBPA Claims by LEPE. Without limiting the scope of this Agreement in any way, LEPE certifies that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that he has or may claim to have under the Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers' Benefit Protection Act of 1990 ("OWBPA") (29 U.S.C. §§621, *et seq.*). LEPE acknowledges that he has read and understands this Agreement, and LEPE specifically acknowledges the following:

(a) LEPE has the right to consult with an attorney, that LEPE is hereby advised by Bristol Farms to consult with an attorney, and LEPE acknowledges that he had the opportunity to consult with an attorney of his choice, before signing this Agreement;

(b) LEPE has twenty-one (21) days to decide whether to sign this Agreement;
and

(c) LEPE is waiving, among other claims, age discrimination claims under the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. §621, *et seq.*, and all amendments thereto;

(d) If LEPE signs this Agreement, LEPE has seven (7) days in which to revoke his signature, and the Agreement will not become effective or enforceable until after the revocation period has expired without LEPE having exercised his right to revoke ("Effective Date").

Specifically, LEPE understands that he will not receive the Payment until after the Effective Date. To revoke this Agreement, LEPE must send a signed and dated notice of revocation via certified mail or by FedEx to Bristol Farms' Counsel at the law firm of Constangy, Brooks, Smith & Prophete, LLP, located at 2029 Century Park East, Suite 1100, Los Angeles, CA 90067, with a copy via email to rmusolino@constangy.com, during normal business hours, on or before the eighth (8th) day after LEPE's signing of the Agreement;

(e) By signing this Agreement, LEPE is not waiving or releasing any claims based on actions or omissions that occur after the date of LEPE's signing of this Agreement;

(f) This Agreement is written in a manner that is understandable by LEPE and that LEPE in fact understands and he has read the terms of this Agreement and voluntarily is executing this Agreement, with capable mind and body and without undue influence or duress;

(g) To the extent LEPE takes less than twenty-one (21) days to consider this Agreement prior to execution, he acknowledges that he had sufficient time to consider this Agreement and that he expressly, voluntarily, and knowingly waives any additional time. If LEPE effectively revokes this Agreement pursuant to this Section, the Agreement shall be null and void, and LEPE shall not be entitled to the Payment.

6. No Other Pending or Future Threatened Lawsuits. LEPE represents that LEPE has not filed any lawsuits, administrative complaints or made any other charges, other than the PAGA Notice, Civil Action and demand for arbitration with JAMS, either in LEPE's name or on behalf of any other person or entity, against Released Parties, in any local, state, or federal court or with any local, state, federal or administrative agency. LEPE further represents that he will not bring any action in the future against Released Parties in which LEPE seeks to recover any damages from Released Parties arising from or related to the PAGA Notice, Civil Action, demand for arbitration with JAMS, and LEPE's employment by Bristol Farms, other than an action to enforce LEPE's rights under this Agreement.

7. Acknowledgments. LEPE agrees that the Payment shall constitute the entire amount of monetary consideration provided to LEPE and LEPE's Counsel under this Agreement. LEPE will not seek any further compensation for any claimed damages, costs, or attorney's fees in connection with the matters encompassed by this Agreement. LEPE further acknowledges and agrees that LEPE is not presently aware of any injury for which LEPE may be entitled to file a claim for worker's compensation benefits.

8. Confidentiality. LEPE acknowledges and agrees that the terms and provisions of the Agreement were made and entered into in strict confidence and must remain confidential. LEPE promises, warrants, and represents that he shall not disclose or offer to disclose, any of the terms or provisions of this Agreement or the negotiations between his attorneys and Defense Counsel leading to this Agreement to any person or entity, including, but not limited to, any current or former employee of Bristol Farms, any of the Released Parties, or to any member of the print, electronic or other media, with the exception of (a) a disclosure to the Court, LWDA, or JAMS as required to support dismissal of the PAGA Notice, the Civil Action, and/or the demand for arbitration with JAMS; (b) a disclosure required by law or to enforce any obligations thereunder;

(c) a disclosure by LEPE to his attorneys, accountants, or financial advisers, who will be advised of the confidential nature of this Agreement; or (d) a disclosure by LEPE to his spouse, if any, who will be advised of the confidential nature of this Agreement, such that LEPE would be responsible for each of them in maintaining the confidentiality of this Agreement. LEPE specifically agrees that, if questioned concerning the existence or substance of this Agreement and/or any part of it, he shall respond only that, “the matter has been resolved, and I have been advised by my attorneys not to discuss it,” or words to that effect.

Pursuant to California Code of Civil Procedure Section 1001, if applicable, this Agreement, does not prevent or restrict LEPE from disclosing factual information related to a claim filed in a civil action or a complaint filed in an administrative action regarding sexual harassment, sexual assault, workplace harassment or discrimination based on sex, failure to prevent workplace harassment or discrimination, or retaliation for reporting harassment or discrimination. However, notwithstanding any such permitted disclosure of facts, LEPE agrees not to disclose the amount of the Payment paid pursuant to this Agreement. Nothing in this Agreement prevents LEPE from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that LEPE has reason to believe is unlawful.

9. Liquidated Damages. LEPE and Bristol Farms acknowledge and agree that the terms in Section 9 regarding confidentiality are material terms of this Agreement, and the difficulty, time, and expense involved in proving in any forum the actual damage or loss suffered by Bristol Farms, if there is a breach of those terms, make any such breach appropriate for liquidated damages. Accordingly, instead of requiring any proof of damages or losses, the Parties agree that LEPE shall pay Bristol Farms the sum of Two Hundred Fifty Dollars (\$250.00), for any breach of those terms (but not as a penalty). Attorney’s fees and costs shall be awarded to the prevailing party. The Parties acknowledge and agree that this sum is reasonable under the circumstances. Neither the breach of these specified provisions, nor the payment of liquidated damages by any person or entity, shall affect the continuing validity or enforceability of this Agreement.

10. Third-Party Inquiries. LEPE agrees to direct all prospective employer inquiries to the Bristol Farms’ Human Resources Department. In response to any such inquiries, Bristol Farms shall only provide LEPE’s dates of employment and last position held.

11. Authority. Each Party represents and warrants having the authority to act and agree to be bound by the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien, or assignments in law or equity or otherwise, of or against any of the claims or causes of action released herein.

12. Assignment of Rights. This Agreement shall be binding upon and inure to the benefit of Bristol Farms and any successor or assign of Bristol Farms. LEPE may not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of Bristol Farms. The Parties agree that no interest or right LEPE has, or any of LEPE’s beneficiaries have, to receive payment or to receive benefits under this Agreement shall be subject in any manner to sale, transfer, assignment, pledge, attachment, garnishment, or other alienation or encumbrance of any kind, except as required by law. Nor may such interest or right to receive

payment or distribution be taken voluntarily or involuntarily, for the satisfaction of the obligations or debts of, or other claims against LEPE or LEPE's beneficiaries, including for alimony, except to the extent required by law.

13. No Representations. Each Party represents that it has had the opportunity to consult with an attorney and has carefully read and understands the scope and effect of the provisions of this Agreement. No Party has relied upon any representations or statements made by another Party hereto which are not specifically set forth in this Agreement.

14. Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction or an arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision.

15. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and all prior representations, understandings, and agreements concerning the subject matter of this Agreement have been merged into this Agreement. This Agreement overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter of this Agreement. The Parties agree that no change to or modification of this Agreement shall be valid or binding unless it is in writing and signed by all Parties or by authorized representatives of each Party.

16. Plain Meaning. This Agreement shall be construed according to its plain meaning and not strictly for or against either Party.

17. No Waiver. The failure of any Party to insist upon the performance of any of the terms and conditions in this Agreement, or the failure to prosecute any breach of any of the terms and conditions of this Agreement, shall not be construed thereafter as a waiver of any such terms or conditions. This entire Agreement shall remain in full force and effect as if no such forbearance or failure of performance had occurred.

18. Governing Law. This Agreement shall be deemed to have been executed and delivered within the State of California, and it shall be construed, interpreted, governed, and enforced in accordance with the laws of the State of California, without regard to the State of California's conflict of law principles.

19. Enforcement Fees and Costs. This Agreement shall be enforceable under Code of Civil Procedure § 664.6. The Parties shall each bear their own attorneys' fees and other fees incurred in connection with this Agreement. Notwithstanding the foregoing, in the event that any Party brings an action to enforce or effect its rights under this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, and court fees, plus reasonable attorneys' fees, incurred in connection with such an action.

20. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto, with the full intent of releasing all claims. The Parties acknowledge that:

- (a) they have read this Agreement;
- (b) they have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice;
- (c) they understand the terms and consequences of this Agreement and of the releases it contains; and
- (d) they are fully aware of the legal and binding effect of this Agreement.

21. Counterparts and Electronic Signing. This Agreement may be executed and delivered in counterparts, each of which will be deemed an original and all of which together will constitute one and the same Agreement. The Parties agree pursuant to California Civil Code Section 1633.7, that an electronically transmitted signature by facsimile or e-mail will suffice in lieu of original signatures and, where practicable, to use DocuSign or a similar electronic signature technology, to expedite the execution of this Agreement.

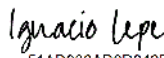
HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS, LEPE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS HE HAS OR MIGHT HAVE AGAINST BRISTOL FARMS AND/OR RELEASED PARTIES.

LEPE SHOULD READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CAUSES OF ACTION AND WILL SERVE AS A DEFENSE TO ANY CAUSE OF ACTION OR LAWSUIT THAT LEPE MAY BRING.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

PLAINTIFF

Dated: 10/3/2025

DocuSigned by:

51AD938AD8D842E... CIO LEPE

Bristol Farms

Dated: _____

Sign: _____

Name: _____

Title: _____

- (a) they have read this Agreement;
- (b) they have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice;
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PLAINTIFF

Dated: _____

IGNACIO LEPE

Dated: 10/3/2025

Bristol Farms

Signed by:
Sign: Joe Reichard
8FA392294D664B4...

Name: Joe Reichard

Title: Vice President, HR

Approved as to Form Only:

Capstone Law APC

Dated: October 10, 2025

