

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE (“Agreement”) is made and entered into by and between Brenda Gutierrez (“Gutierrez”), on one hand, and Field Fresh Foods, Incorporated (the “Company”), on the other hand. Gutierrez and Company are referenced collectively herein as “the Parties,” or individually as a “Party.”

RECITALS

A. WHEREAS, on or about November 6, 2023, Gutierrez filed a complaint in the Los Angeles Superior Court of California against the Company alleging six claims: (1) failure to pay overtime; (2) failure to pay minimum wages; (3) meal break violations; (4) rest break violations; (5) regular rate violations; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to pay wages at separation; (9) failure to provide suitable seating; (10) failure to maintain adequate temperatures; (11) failure to reimburse business expenses; and (12) unfair competition; and WHEREAS, on DATE, Gutierrez filed a First Amended Complaint (“FAC”) alleged (13) a representative action under the Private Attorneys General Act (“PAGA”) (the “Action”).

B. WHEREAS, on April 22, 2022, Gutierrez signed a binding Arbitration Agreement, agreeing to arbitrate, on an individual basis, any and all claims arising out of her employment with the Company.

C. WHEREAS, on April 26, 2024, the Parties stipulated Gutierrez’ individual PAGA claim to arbitration, and agreed to stay Gutierrez’ non-individual, representative PAGA claim and dismiss all Class Claims without prejudice.

D. WHEREAS, on May 1, 2024, the Court issued an order dismissing Gutierrez’s class action claims and issuing a stay with respect to Gutierrez’s PAGA claim;

E. WHEREAS, Gutierrez is a class member in the class action lawsuit entitled *Demetrio Diaz Fuentes and Karla Marielos Reyes Noyola v. Field Fresh Foods Inc.*, in Los Angeles Superior Court, Case No. 22STCV38190 and did not opt out of the class settlement, which disposes of a majority of Gutierrez’s claims.

F. WHEREAS, on June 23, 2025, the Parties appeared at a status hearing before the Court and confirmed with the Court that Gutierrez would be filing a dismissal of her claims.

G. WHEREAS, the Company has always denied all material allegations in the FAC.

H. WHEREAS, the purpose of this Agreement is to settle, fully and finally, all differences between the Parties, up to the date of execution hereof, including, but not limited to, those that arise out of or relate to Gutierrez’s relationship with the Company, and all claims that Gutierrez has brought or could bring against the Company and/or the Releasees as identified in Paragraph 7 of this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, and promises set forth herein, it is agreed as follows:

TERMS AND SETTLEMENT

1. **Non-admission of Liability.** This Agreement is entered into in compromise of disputed claims. The Parties acknowledge that the execution of this Agreement and the payment of consideration hereunder do not constitute an admission thereof by any Party of the truth of any of the matters alleged in the Action or any violation of federal, state, or local law, ordinance, or regulation or of any liability or wrongdoing whatsoever. Gutierrez acknowledges that the Company denies any and all allegations of wrongdoing. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by any party, except as specifically stated herein. This Agreement may be introduced pursuant to a protective order in any proceeding to enforce the Agreement.
2. **Monetary Consideration.**
 - 2.1. In consideration for Gutierrez's promises made herein, Company agrees to pay Gutierrez the gross sum of Seventeen Thousand Dollars and Zero Cents (\$17,000.000), as set forth below. Gutierrez agrees that this amount shall constitute the entire monetary consideration provided to Gutierrez under this Agreement, and that Gutierrez will not seek further compensation for any other claimed damages, costs, penalties, or attorneys' fees in connection with matters encompassed in this Agreement. Gutierrez further agrees that no Releasee (as defined in Paragraph 7 of this Agreement) has any obligation to make any other payment to Gutierrez of any kind, and Gutierrez hereby waives any claims she might have for any such payment. This payment, referenced herein as the "Settlement Sum," shall be issued in three (3) checks (the "Settlement Checks") as follows:
 - 2.1.a One check from Company for the gross amount of One Thousand Five Hundred Forty Dollars and Zero Cents (\$1,540.00), less standard payroll withholdings and any other legally-required deductions and applicable taxes, including, without limitation, any income tax, employment tax, and any other tax withholding required by applicable law, which portion is being paid in consideration of Gutierrez's promises herein and in satisfaction and release of Gutierrez's asserted and potential wage claims and any other claims subject to such withholdings against the Releasees up to and including the effective date of this Agreement, made payable to "**Brenda Gutierrez.**" The Parties agree that this portion of the Settlement Sum shall be subject to income tax and other legally-required withholding, pursuant to Gutierrez's Form W-4, and that this portion will be reported to tax authorities on an IRS Form W-2.
 - 2.1.b One check for the gross amount of Six Thousand One Hundred Sixty Dollars and Zero Cents (\$6,160.00), which portion is being paid in consideration of Gutierrez's promises herein and in satisfaction and release of all other asserted and potential claims against the Releasees up to and including the effective date of this Agreement, including without limitation claims for interest, penalties, compensatory damages due to medical

expenses, non-wage benefits, damages on account of physical injury including without limitation that mental pain, anguish, emotional distress, and suffering with a causal link to physical injury, and all other claims not subject to income tax withholding by Company, and consequently from which no deductions will be taken by Company, made payable to “**Brenda Gutierrez.**” The Parties agree that this amount is not subject to tax withholding by Company, and that Gutierrez must first provide Company with a properly completed Form W-9, with the understanding that this will be reported to tax authorities on an IRS Form 1099 and that Gutierrez shall be responsible for all applicable taxes on this amount, including without limitation any income tax.

- 2.1.c One check from Company for the gross amount of Nine Thousand Three Hundred Dollars and Zero Cents (\$9,300.00), which portion is being paid in consideration of Gutierrez’s promises herein and in satisfaction and release of any asserted or potential claims for attorney fees and costs related to the Demand against the Releasees up to and including the effective date of this Agreement, and consequently from which no deductions will be taken by Company, made payable to “**Bradley/Grombacher LLP.**” The Parties agree that this amount is not subject to tax withholding by Company and, that Gutierrez’s counsel must first provide Company with a properly completed Form W-9, with the understanding that this will be reported to tax authorities on an IRS Form 1099 and that Gutierrez and her counsel shall be responsible for all applicable taxes on this amount, including without limitation any income tax.
- 2.2. To receive this consideration, Gutierrez must first sign and date the Agreement and deliver it to Company’s Counsel, Maria Rodriguez, Marjorie C. Soto Garcia, and Alexander Randolph at mrodriguez@mwe.com, mcsotogarcia@mwe.com, and arandolph@mwe.com respectively; McDermott Will & Emery, 2049 Century Park East, Suite 3200, Los Angeles, CA 90067. Gutierrez and her counsel also must each first provide Company with properly completed Forms W-9; Gutierrez must provide Company with her completed Form W-4, and Gutierrez’s counsel must provide Company’s counsel with a properly completed Request for Dismissal with Prejudice dismissing with prejudice the Action as to all claims and all parties.
- 2.3. Company will deliver the Settlement Checks to Gutierrez’s counsel within thirty (30) business days after all of the following are deemed to have occurred: (a) full execution by Gutierrez and her counsel of this Agreement; and (b) receipt by Company of Gutierrez’s and Gutierrez’s counsel’s properly completed Forms W-9, and Gutierrez’s completed Form W-4.
- 2.4. The Company will maintain Gutierrez’s fully executed Request for Dismissal with Prejudice until Company delivers the Settlement Sum to Gutierrez’s counsel. The Parties agree that Company will file the Request for Dismissal with Prejudice seven (7) days after Company delivers the Settlement sum to Gutierrez’s counsel pursuant to Paragraph 2.3 above. To that end, Gutierrez and Gutierrez’s counsel agree that

no Notice of Settlement will be filed with any court or arbitration forum. A filing by Gutierrez of a Notice of Settlement shall be considered a breach of this Agreement. Gutierrez further agrees to dismiss with prejudice any other claims, charges, or complaints Gutierrez may have filed or has pending with any governmental or administrative agency or in any judicial or arbitration forum against the Releasees (defined in Paragraph 7, below). Gutierrez and Gutierrez's counsel agree to take all step reasonably necessary to fulfill this portion of the Agreement.

3. **Tax Treatment.** Gutierrez understands and agrees that Company is not providing tax or legal advice, and that Company is not making representations regarding tax obligations or consequences, if any, related to this Agreement. Gutierrez further agrees that she will assume any such tax obligations or consequences that may arise from this Agreement, and she shall not seek any indemnification from Company in this regard. Gutierrez agrees that in the event that any taxing body determines that additional taxes are due from Gutierrez, Gutierrez acknowledges and assumes all responsibility for the payment of any such taxes and agrees to indemnify, defend, and hold Company harmless from the payment of such taxes, and any failure to withhold. Gutierrez further agrees to pay, on Company's behalf, any interest or penalties imposed as a consequence of such tax obligations, and to pay any judgments, penalties, taxes, costs and attorneys' fees incurred by Company as a consequence of Gutierrez's failure to pay any taxes due.
4. **Ownership of Claims.** Gutierrez represents that she has not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this Agreement. Gutierrez further agrees to indemnify and hold harmless each of the Releasees identified in Paragraph 7 below against any and all claims based upon, arising out of, or in any way connected with any such actual or purported transfer or assignment.
5. **No Filings.** Other than the Action, Gutierrez represents that she has not filed any lawsuit, claim, charge, or complaint against Company or any Releasee identified in Paragraph 7 below, with any local, state, or federal agency or court with the exception of pending worker's compensation claims. In the event that any agency or court assumes jurisdiction of any lawsuit, claim, charge, or complaint, or purports to bring any legal proceedings on Gutierrez's behalf against Company or any Releasee, then Gutierrez shall promptly request that the agency or court withdraw from and dismiss the lawsuit, claim, charge, or complaint with prejudice.
6. **Covenant Not to Sue.** In consideration for the promises set forth in this Agreement, Gutierrez promises and agrees, on behalf of herself and her heirs and representatives, not to bring any judicial claim against Company or the Releasees identified in Paragraph 7 below, on behalf of herself or any government agency (subject to the exceptions contained in Paragraph 8), arising out of Gutierrez's relationship with Company. In the event that Gutierrez is proven to breach a covenant contained in this Paragraph, Gutierrez agrees that he will indemnify the Company and the Releasees for all damages and expenses, including attorneys' fees and costs, incurred by Company and the Releasees in defending, participating in, or investigating any matter or proceeding covered by this Paragraph. In addition, should Gutierrez breach any of the covenants and promises undertaken in this

Paragraph, Company shall be entitled to recover from Gutierrez all payments made to him under this Agreement.

7. **Release.** Gutierrez, for herself and her heirs, representatives, attorneys, executors, administrators, successors, and assigns, does hereby release, acquit, and forever discharge the Company, Company's past, present, and future parent companies, affiliates, subsidiaries, divisions, joint venturers, predecessors, successors, insurers, assigns, consultants, subcontractors, and their employee benefit plans, and the trustees, fiduciaries, and administrators of those plans, and any of their current or former stockholders, officers, directors, partners, servants, agents, employees, independent contractors, representatives, attorneys, and all persons acting under, by, through, or in concert with any of them, and each of them, (all of whom are referred to in this Agreement as the "Releasees"), from any and all actions, causes of action, grievances, obligations, attorneys' fees, costs, expenses, damages, wages, losses, claims, liabilities, suits, debts, demands, complaints, and benefits, of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or not matured, of any kind or nature whatsoever, based on any act, omission, event, occurrence, or nonoccurrence at any time prior to the effective date of this Agreement, including but not limited to any claims or causes of action arising out of or in any way relating to Gutierrez's relationship with the Company.

8. **Scope of Release of Claims.**

- 8.1. Gutierrez agrees that this release of claims includes but is not limited to claims that Company, or any Releasee:
 - 8.1.a has violated or breached any personnel policies, contracts of employment, any other contracts, severance pay agreements, or covenants of good faith and fair dealing;
 - 8.1.b has discriminated against or harassed Gutierrez on the basis of age, race, color, sex, national origin, ancestry, disability, religion, harassment, marital status, parental status, sexual orientation, retaliation, veteran status or entitlement to benefits, or failed to take all reasonable steps to prevent discrimination, retaliation, and harassment, in violation of any local, state or federal law, ordinance or regulation, including but not limited to the California Fair Employment and Housing Act, the California Unruh Act, the Age Discrimination in Employment Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866, the Civil Rights Act of 1871, the Americans with Disabilities Act, the Older Workers' Benefits Protection Act, the California Constitution, the California Labor Code, the California Government Code, and the California Civil Code;
 - 8.1.c has violated public policy or common law, including but not limited to claims for retaliatory discharge, negligent hiring or supervision, severance pay, breach of contract, wrongful termination, tort, personal injury, invasion of privacy, defamation, intentional infliction of emotional distress,

negligent infliction of emotional distress, adverse employment/personnel action, intentional interference with contract, negligence, detrimental reliance, concealment, fraud, and/or promissory estoppel;

- 8.1.d has violated any other federal, state or local law, ordinance, or regulation, including but not limited to the Employee Retirement Income Security Act, the National Labor Relations Act, the Family Medical Leave Act, the California Family Rights Act, and/or the California Business & Professions Code section 17200 *et seq.*
- 8.1.e have failed to pay any wages, severance, benefits, bonuses, commissions, minimum wage, overtime, and other compensation of any kind to Gutierrez, and any claims for penalties or other derivative claims;
- 8.1.f have violated the federal, or any state, constitution;
- 8.1.g have violated any other law giving rise to any claim relating to or arising from Gutierrez's employment relationship with Company or Releasees and the termination of that relationship;
- 8.1.h have caused any loss, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Gutierrez as a result of this Agreement;
- 8.1.i owe Gutierrez any additional monetary consideration, including without limitation any and all claims for attorneys' fees and costs.
- 8.2. Gutierrez specifically agrees that this release shall include without limitation, claims that were raised, or that reasonably could have been raised, under the applicable Wage Order Labor Code sections 201, 202, 203, 204, 212, 221, 223, 226, 226.3, 226.7, 246, 510, 512, 515, 516, 558, 1174, 1182, 1194, 1197, 1198, as well as claims under the Business & Professions Code section 17200 *et seq.*, and/or Labor Code section 2698 *et seq.* based on alleged violations of Labor Code provisions. Gutierrez further covenants that he will not seek to initiate any proceedings seeking penalties under Labor Code section 2699 *et seq.* based upon the Labor Code provisions specified above.
- 8.3. Gutierrez specifically agrees not to participate or make any claim in any settlement or judgment in any class action, collective action, or Business & Professions Code section 17200 action brought against any Releasee, except for the FAC Gutierrez has already brought as specified in the Recitals of this Agreement, or as required by law. Gutierrez expressly releases any claims she may have to recovery as a result of the class action lawsuit entitled *Demetrio Diaz Fuentes and Karla Marielos Reyes Noyola v. Field Fresh Foods Inc.*, in Los Angeles Superior Court, Case No. 22STCV38190.
- 8.4. Excluded from this release are any claims for breach of this Agreement, any claims under Labor Code section 2802, any pending worker's compensation claims, and

any claims that cannot be waived by law, including but not limited to the right to file a charge with, or participate in an investigation conducted by, the Equal Employment Opportunity Commission (“EEOC”) and/or the Civil Rights Division (“CRD”). Gutierrez waives, however, her right to any monetary recovery or other relief should any agency pursue claims on Gutierrez’s behalf that arose on or before the date of this Agreement. If the EEOC and/or CRD initiates any such claim, Gutierrez shall promptly repay in full to Company all amounts identified in Paragraph 2 above.

9. **Release of Unknown Claims.** For the purpose of implementing a full and complete release, Gutierrez expressly acknowledges that the releases given in this Agreement are intended to include, without limitation, claims that Gutierrez did not know or suspect to exist in her favor at the time of the execution of this Agreement, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter; and that the consideration given under the Agreement was also for the release of those claims and contemplates the extinguishment of any such unknown claims, despite the fact that California Civil Code section 1542 may provide otherwise. Gutierrez expressly waives any right or benefit available to him in any capacity under the provisions of section 1542, which 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.

However, Gutierrez, being aware of her rights under Section 1542, hereby expressly agrees that this release extends to claims that Gutierrez does not know or suspect to exist in her favor at the time of executing the release and that, if known by her, would have materially affected her settlement with Releasees.

10. **Successors.** This Agreement shall be binding upon the Parties, and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Releasees, and to their heirs, representatives, executors, administrators, successors, and assignees.

11. **Confidentiality / Non-Disclosure of This Agreement.**

- 11.1. Gutierrez warrants that she has not disclosed the fact of this Agreement and/or any of the terms of this Agreement, or the negotiations leading thereto, to anyone other than her spouse or significant other, tax professionals, and attorneys. Gutierrez knowingly and voluntarily represents and agrees that (i) he will keep the fact of this settlement and the terms of this Agreement completely confidential, except and unless disclosure is required and compelled by lawful court order; (ii) if disclosure is compelled by court order, he will disclose only so much information as is necessary for compliance; and (iii) confidentiality is the essence of this Agreement.

Accordingly, Gutierrez shall not publicize or disclose either the fact of this settlement, the settlement amount, or the terms of this Agreement in any manner whatsoever, whether in writing or orally, to any person, directly or indirectly, or by or through any agent or representative, except as necessary to effectuate the terms of the Agreement, other than the following: (1) her attorney; (2) accountants and tax consultants; (3) other representatives or entities as required and compelled by law or lawful court order; and (4) her spouse or significant other. With respect to any individuals referred to above and to whom Gutierrez knowingly discloses any information regarding this Agreement or its terms, Gutierrez agrees that he will inform such individuals that the information is strictly confidential and may not be reviewed, discussed, or disclosed, orally or in writing, with any other person, organization, or entity whatsoever, at any time. Gutierrez further represents that no disclosure inconsistent with this Paragraph has been made by Gutierrez prior to the date of her execution of this Agreement. Nothing in this section prohibits Gutierrez from reporting possible violations of law or regulation to any governmental agency or entity, or making other disclosures that are protected under applicable law.

- 11.2. In the event that Gutierrez is required by law or court order to disclose, publicize, permit, authorize, or instigate the disclosure of this Agreement, in whole or in part, Gutierrez must notify Company in writing at least fifteen (15) business days prior to the disclosure in order to provide Company an opportunity to object to such disclosure. Such written notification to Company shall be sent to: Maria C. Rodriguez, Marjorie C. Soto Garcia, Alexander Randolph, McDermott Will & Emery, 2049 Century Park East, Suite 3200, Los Angeles, CA 90067, mcrrodriguez@mwe.com, mcsotogarcia@mwe.com, and arandolph@mwe.com. Gutierrez agrees to cooperate fully to the extent permitted by law with Company if Company decides to object to such disclosure. This confidentiality agreement specifically includes but is not limited to an obligation, on the part of Gutierrez, not to knowingly disclose, or cause to be disclosed, the terms of the Agreement to any current or former employee of Company or to any of its affiliates, or to any individual associated with the press or the media. Gutierrez agrees that he shall be responsible and liable for any disclosure prohibited by this Paragraph made or caused by Gutierrez. This Confidentiality agreement also specifically includes but is not limited to an obligation, on the part of Gutierrez's attorneys and other representatives, not to knowingly disclose, or cause to be disclosed, the terms of the Agreement to any current or former employee of Company or to any of its affiliates, or to any individual associated with the press or the media. Gutierrez agrees that he shall be responsible and liable for any disclosure prohibited by this Paragraph 11 made by Gutierrez. Nothing in this Confidentiality statement prohibits Gutierrez from reporting possible securities violations without prior permission from the Company.
- 11.3. It shall not be a breach of this Paragraph for Gutierrez to respond, if asked, that any dispute regarding her employment or termination of employment with Company has been resolved.

- 11.4. If Gutierrez breaches any of the promises contained in this Paragraph, Company and the Releasees shall be entitled to recover their reasonable attorneys' fees and other costs in the event it or they prevail in a proceeding to enforce any provision of this Paragraph. The Parties further agree that for the proven breach of the non-disclosure obligations of this Paragraph, Company will be entitled to recover, in addition to and without limiting any other remedy or right (other than a claim for damages) that it may have at law or in equity, liquidated damages in the sum of one thousand dollars (\$1,000.00) for each proven, non-permissible disclosure, which sum represents the Parties' reasonable and fair estimate of the loss Company would likely sustain for each such breach.
12. **Full and Independent Knowledge; Voluntary Agreement.** Gutierrez acknowledges that Company has advised him in writing to consult with an attorney and she confirms that she has discussed thoroughly all aspects of this Agreement with his attorney, fully understands all of the provisions of the Agreement, and is voluntarily entering into this Agreement.
13. **No Representations.** Gutierrez acknowledges that, except as expressly set forth herein, no representations of any kind or character have been made to induce the execution of this Agreement.
14. **Attorneys' Fees; Breach.** The Parties shall each bear their own attorneys' fees, expenses, and costs incurred in connection with the negotiation and execution of this Agreement. However, in the event that a Party files a motion to enforce the terms of this Agreement, the parties agree that the Superior Court of California, County of Los Angeles shall have jurisdiction. The prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees and costs of bringing or defending any action for enforcement.
15. **No Waiver.** The failure of the Parties, or any of them, to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof, or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
16. **Termination of Employment.** The Company contends that Gutierrez was terminated for a legitimate, non-discriminatory, and non-retaliatory reason. For this reason, Gutierrez waives any claim of reinstatement with Company, or any of its subsidiaries, parents, successors, or affiliated companies. Gutierrez agrees that she will not apply for work as an employee or independent contractor with Company, or any of Company's subsidiaries, parents, successors, or affiliated companies. Gutierrez further agrees that any application to be an employee or independent contractor that Gutierrez makes to Company, or any of Company's subsidiaries, parents, or affiliated companies, may be rejected without cause and without any liability whatsoever by the company or entity to which the application is made. Gutierrez understands and acknowledges that Company has no obligation to hire him or retain him as either an employee or independent contractor, and that Company's refusal to hire him or retain him will not subject Company to liability on any grounds.
17. **Non-Disparagement and Non-Cooperation.**

- 17.1. To the extent allowable under applicable law (and without regard to Gutierrez's rights under the National Labor Relations Act), Gutierrez agrees not to disparage Company, including any present or former officer, director, or employee of Company, or any of them. Nothing in this section is intended to prohibit Gutierrez from making statement relating to allegations of sexual assault and/or sexual harassment.
- 17.2. Gutierrez further agrees not to encourage or assist in any litigation against any Company or any Releasee, except insofar as Gutierrez's testimony is required by law, court order, or subpoena. Gutierrez agrees further not to testify in any matter in which Company has any interest unless Gutierrez is under compulsory process or is asked to testify by Company. If Gutierrez is served with process concerning any matter in which Company has an interest, Gutierrez must notify Company within no more than five (5) business days of such service of process in order to provide Company an opportunity to object to such service of process. Such written notification shall be sent to: Maria C. Rodriguez, Marjorie C. Soto Garcia, and Alexander Randolph, McDermott Will & Emery, 2049 Century Park East, Suite 3200, Los Angeles, CA 90067, mcrodriguez@mwe.com, mcsotogarcia@mwe.com, and arandolph@mwe.com.
18. **Non-Admissibility.** Gutierrez agrees that this Agreement shall not be admissible as evidence in any future proceeding of any kind, except in court on a claim of breach of this Agreement.
19. **Miscellaneous.**
 - 19.1. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties.
 - 19.2. Gutierrez agrees and represent that she intends and believes that this Agreement is lawful and enforceable in its entirety. Gutierrez further agrees that, to the extent any portion or paragraph of this Agreement may be held invalid or legally unenforceable by an agency or court of competent jurisdiction, the remaining portions of this Agreement shall not be affected and shall be given full force and effect.
 - 19.3. This Agreement is the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. Any changes to this Agreement must be in writing and signed by Gutierrez and an officer of Company.
 - 19.4. The headings used herein are for reference only and shall not affect the construction of this Agreement.
 - 19.5. This Agreement is made and entered into in the State of California and shall in all respects be interpreted and governed under the law of that state.

20. **Counterparts.** This Agreement may be executed in on or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
21. **Good Faith Compliance.** The Parties agree to cooperate in good faith and to do all things necessary to effective this Agreement.

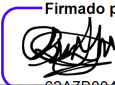
[SIGNATURE PAGE FOLLOWS]

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE FULL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

GUTIERREZ ACKNOWLEDGES THAT SHE HAS CONSULTED WITH AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT AND THAT SHE IS SIGNING THIS AGREEMENT KNOWINGLY, WILLINGLY AND VOLUNTARILY IN EXCHANGE FOR THE CONSIDERATION DESCRIBED IN SECTION 2.

Brenda Gutierrez

Field Fresh Foods, Incorporated

Firmado por:

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Date: 7/22/2025

By: _____

Its: _____

Date: _____