

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made by and between, on the one hand, CJ Logistics America, LLC (“Defendant”) and, on the other hand, Dijon Mathis, on behalf of himself, the State of California, and the Aggrieved Employees (defined below) (collectively, “Plaintiff”), which Agreement is subject to judicial approval, as provided herein. Plaintiff and Defendant are referred to herein, together, as the “Parties” and each is referred to herein, individually, as a “Party.”

I. DEFINITIONS

1.1 “Action” refers to the lawsuit entitled *Dijon Mathis, individually and on behalf of himself and all other aggrieved employees pursuant to the California Labor Code Private Attorneys General Act of 2004 v. CJ Logistics America, LLC.*, Case No. CVRI2103376, pending in the Superior Court of the State of California, County of Riverside (the “Court”) presently before the Honorable Harold Hopp.

1.2 “Claim” refers to the claim brought in the Action pursuant to the *California Private Attorneys General Act of 2004* (“PAGA”) which alleged that Defendant violated California Labor Code section 1198 and IWC Wage Order 9-2001 (“Wage Order”) by, among other things, failing to provide suitable indoor temperatures at warehouses located in California during the PAGA Period (defined below).

1.3 “Administrative Costs” refers to all third-party costs associated with administration of this Agreement. Administrative Costs include all fees and costs for, among other things, printing, copying, formatting, postage, envelopes, computer searches to locate addresses, calculation of payments to Aggrieved Employees (defined below), any costs associated with the process for any uncashed settlement checks, and any other expenses the Settlement Administrator (defined below) charges or incurs to fulfill the tasks assigned to it per the terms of this Agreement.

1.4 “Aggrieved Employees” are current and former hourly paid, non-exempt employees who worked for Defendant at any of its locations in the State of California at any time during the PAGA Period (defined below).

1.5 “Aggrieved Employee Payment” refers to the gross amount calculated by the Settlement Administrator (defined below) to distribute to each Aggrieved Employee pursuant to this Agreement. The Aggrieved Employee Payment shall be paid from the Net Settlement Amount (defined below).

1.6 “Approval” refers to the Court’s entry of an order in the Action upon the Parties’ motion for approval of this Agreement in which the Court approves this Agreement (“Approval Order”).

1.7 "Complaint" refers to the operative complaint filed in the Action.

1.8 "Defense Counsel" refers to attorneys Courtney D. Tedrowe and Angela Y. Lam of Michael, Best & Friedrich, LLP. Any and all notices required to be given to Defendant under this Agreement shall go to Defense Counsel at cdtedrowe@michaelbest.com and yalam@michaelbest.com.

1.9 "Effective Date" refers to the date of the Approval Order. For the avoidance of doubt, no money will be distributed pursuant to this Agreement unless and until the Effective Date occurs, on the timeline outlined herein.

1.10 "Eligible Pay Periods" refers to the reasonably estimated biweekly pay periods during the PAGA Period (defined below) and during which an Aggrieved Employee worked for CJ Logistics America, LLC in an indoor work area within a depot facility located in the State of California.

1.11 "Gross Settlement Amount" refers to the payment Defendant must make under this Agreement: four hundred thousand U.S. dollars (\$400,000.00).

1.12 "Judgment" refers to the final judgment entered by the Court in this Action following Approval.

1.13 "LWDA" refers to the California Labor & Workforce Development Agency.

1.14 "Net Settlement Amount" refers to the portion of the Gross Settlement Amount that remains after accounting for any Service Payment (defined below), Administrative Costs, and the Plaintiff's Counsel Payment (defined below). The Net Settlement Amount shall include the amount payable from the Gross Settlement Amount to the LWDA (the "PAGA Payment") and the Aggrieved Employee Payments.

1.15 "PAGA Notice" means Plaintiff's letters to the LWDA dated April 20, 2021, September 1, 2023, and November 16, 2021 providing notice pursuant to Labor Code section 2699.3(a).

1.16 "PAGA Period" refers to May 9, 2020 through the date of Approval.

1.17 "Plaintiff's Counsel" refers to attorneys Alan Schimmel, Arya Rhodes, and Michael W. Parks of Schimmel & Parks. Any and all notices required to be given to Plaintiff under this Agreement shall go to Plaintiff's Counsel at aischimmel@spattorneys.com, mwparks@spattorneys.com and arhodes@spattorneys.com.

1.18 "Plaintiff's Counsel Payment" refers to the amount of attorneys' fees and costs that the Court awards to Plaintiff's Counsel in connection with the resolution of the Claim and this Action, in accordance with this Agreement.

1.19 "Qualified Settlement Fund (QSF)" refers to a Qualified Settlement Fund

pursuant to U.S. Treasury Regulation section 468B-1.

1.20 "Service Payment" refers to any payment that the Court awards to the individual Dijon Mathis for his efforts in prosecuting the Action.

1.21 "Settlement Administrator" refers to ILYM Group, Inc., the third-party administrator that the Parties have selected, subject to Court approval.

2. RECITALS

2.1 On or about July 13, 2021, Plaintiff Dijon Mathis brought an action individually and on behalf of all other allegedly Aggrieved Employees pursuant to the Private Attorneys General Act of 2004, Labor Code section 2689 *et seq.* Plaintiff sought civil penalties under California Labor Code sections 2699(a), (f), and (g) for alleged violations of section 15 of the Wage Order. Plaintiff also sought an award of costs, expenses and attorneys' fees.

2.2 Plaintiff alleged *inter alia* that Defendant failed to maintain indoor temperatures in the workplace, in violation of Wage Order section 15, and that Defendant lacked adequate temperature controls and monitoring of workplace temperatures to ensure compliance with Wage Order section 15. Defendant denied those allegations.

2.3 On October 26, 2023, the Parties participated in a private mediation with Steve Rottman, an experienced employment and PAGA action mediator. At the conclusion of the mediation, the Parties executed a Memorandum of Understanding setting forth the material terms and conditions of settlement ("MOU"). The MOU provides, in part, that the Parties were to jointly prepare a formal, written settlement agreement, separate from the MOU itself, which when fully executed, would constitute the Parties' final, binding settlement of the Action, subject to the Court's Approval of the same.

2.4 The Parties have engaged in extensive written discovery and have voluntarily exchanged documents and information, subject to the mediation privilege, all of which facilitated settlement. The information exchanged included employee count and pay period data, job descriptions, internal complaints, indoor temperature data, facility layouts, and other documents and information.

2.5 This Agreement represents a compromise and settlement of disputed claims. Defendant has denied and continues to deny all liability. This Agreement is not, and it shall not be construed to constitute, an admission of any liability or of the accuracy of any allegation. This Agreement constitutes and reflects the Parties' good faith compromise of the Claim, based upon each of their respective assessments of the risks and costs of further litigation. By and through this Agreement, the Parties, subject to Court approval, intend to fully and finally resolve the Claim, the Action, and any and all claims that were or could have been asserted in the Action.

NOW, THEREFORE, based on the foregoing recitals, and in exchange for the mutual promises, covenants, representations and warranties, and other good and valuable consideration, the

receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows, subject to Court approval:

3. CONSIDERATION AND SETTLEMENT PROCEEDS

3.1 Gross Settlement Amount. Subject to the terms and conditions of this Agreement, CJ Logistics America, LLC shall pay the gross amount of four hundred thousand U.S. dollars (\$400,000.00) to fully and finally resolve the Claim and the Action which, when paid, shall conclude the Action. For the avoidance of doubt, this Gross Settlement Payment is and shall be the sole payment required of Defendant pursuant to this Agreement, and no part of the Gross Settlement Amount will revert to Defendant. The Gross Settlement Amount shall cover (a) the Service Payment; (b) the Plaintiff's Counsel Payment; (c) the Administrative Costs; (d) the PAGA Payment; and (e) Aggrieved Employee Payments, as described below.

3.2 Service Payment. Plaintiff's Counsel may request—and Defendant will not oppose such request—that the Court award Dijon Mathis a Service Payment in the amount of ten thousand U.S. dollars (\$10,000.00), to be drawn from the Gross Settlement Amount. The Service Payment would be in addition to Dijon Mathis' Aggrieved Employee Payment. To the extent that the Court approves less than the amount of Service Payment that Plaintiff's Counsel requests, the difference between the requested and awarded amounts will become part of the Net Settlement Amount and distributed as set forth below.

3.2.1 Service Payments Not Material. The Court's approval of the Service Payment is not a material term of this Agreement. If the Court does not approve a Service Payment, or approves a lesser amount than that which was requested, then the other terms and conditions of this Agreement shall still remain in effect and no Party's performance hereunder shall be excused solely as a consequence thereof.

3.2.2 Timing of Service Payment. The Settlement Administrator shall pay any Service Payment approved within thirty (30) days after the Effective Date, and shall issue an IRS Form 1099 to Dijon Mathis in connection therewith. Dijon Mathis shall be solely responsible for paying all applicable taxes on any Service Payment.

3.3 Plaintiff's Counsel Payment. Plaintiff's Counsel may request—and Defendant will not oppose such request—that the Court award a Plaintiff's Counsel Payment of not more than forty percent (40%) of the Gross Settlement Amount, to be drawn from the Gross Settlement Amount, as and for Plaintiff's Counsel's Payment for attorneys' fees, as well as an award of costs which Plaintiff's Counsel reasonably incurred. Defendant shall have no liability for any other attorneys' fees or costs. To the extent that the Court approves less than the requested amount of Plaintiff's Counsel Payment, the difference between the requested and awarded amounts will become part of the Net Settlement Amount and distributed as set forth below.

3.3.1 Approval of Plaintiff's Counsel Payment Not Material. The Court's approval of the Plaintiff's Counsel Payment in the amount requested is not a material term of this Agreement. If the Court approves a lesser amount, then the other terms of this Agreement shall still remain in effect and no Party's performance hereunder shall be excused solely as a consequence thereof.

3.3.2 Timing of Plaintiff's Counsel Payment. The Settlement Administrator shall pay the Plaintiff's Counsel Payment within thirty (30) days after the Effective Date. Within ten (10) days after the Effective Date, Plaintiff's Counsel shall transmit instructions to the Settlement Administrator as to how any approved attorneys' fees and costs shall be paid. The Settlement Administrator shall issue an appropriate Internal Revenue Service Form 1099 to Plaintiff's Counsel. Plaintiff's Counsel shall be solely responsible for paying all applicable taxes on any Plaintiff's Counsel Payment.

3.3.3 Provision of W-9. Plaintiff's Counsel shall provide to the Settlement Administrator a completed IRS Form W-9 within two (2) business days of Approval.

3.4 Administrative Costs. The Parties agree to obtain a quote of reasonable Administrative Costs from the Settlement Administrator, ILYM Group, Inc., and seek approval of Administrative Costs to be drawn from the Gross Settlement Amount in the motion for Approval. If the Court approves some lesser amount, then the other terms of this Agreement shall still remain in effect and no Party's performance hereunder shall be excused solely as a consequence thereof. The amount of Administrative Costs is not a material term of this Agreement.

3.5 PAGA Payment. The Settlement Administrator will pay to the LWDA seventy-five percent (75%) of the Net Settlement Amount as the LWDA's share of the recovery of civil penalties under PAGA.

3.6 Aggrieved Employee Payments.

3.6.1 Calculating Aggrieved Employee Payments. The Settlement Administrator will pay Aggrieved Employees, in the aggregate, twenty-five percent (25%) of the Net Settlement Amount. Each Aggrieved Employee Payment will be calculated by dividing twenty-five percent (25%) of the Net Settlement Amount by that Aggrieved Employee's Eligible Pay Periods. The Parties shall cooperate in good faith to determine the number of Eligible Pay Periods per Aggrieved Employee which shall be provided to the Settlement Administrator as soon as reasonably practicable for purposes of calculating Aggrieved Employee Payments.

3.6.2 Timing and Explanation of Aggrieved Employee Payments. The Settlement Administrator shall issue Aggrieved Employee Payments no later than thirty (30) days after the Effective Date. Each Aggrieved Employee Payment will be accompanied by a statement that the payment is to settle a claim with respect to

indoor temperatures.

3.6.3 Returned Checks. If any Aggrieved Employee Payment is returned as undeliverable, the Settlement Administrator will use reasonable skip-trace methods to locate a new address and re-send the Aggrieved Employee Payment.

3.6.4 Failure to Cash Checks. Aggrieved Employee Payment checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of the mailing of the checks. For any check that is not cashed or deposited within one hundred eighty (180) calendar days from the date of the mailing of the checks, the Settlement Administrator shall pay over the amount represented by the checks, with any accrued interest thereon, to the Leukemia & Lymphoma Society (tax I.D. no. 13-5644916).

3.6.5 Tax Treatment and Responsibility. Because Aggrieved Employee Payments are not wage payments, no payroll tax deductions and withholdings will be taken from them. Instead, the Settlement Administrator will issue IRS Form 1099 to each Aggrieved Employee. Those individuals shall be solely responsible for paying all applicable taxes on any Aggrieved Employee Payment they receive.

3.6.6 Allocations of Aggrieved Employee Payments Not Material. The Court's approval of the allocation of Aggrieved Employee Payments set forth above is not a material term of this Agreement. If the Court does not approve or approves a different allocation of the Aggrieved Employee Payments, then the other terms of this Agreement shall still remain in effect and no Party's performance hereunder shall be excused solely as a consequence thereof.

3.7 Funding of Gross Settlement Amount. By fifteen (15) business days after the Effective Date, CJ Logistics America, LLC will deposit the Gross Settlement Amount into the QSF established by the Settlement Administrator for this purpose.

4. RELEASES

4.1 Plaintiff Dijon Mathis' General Release. Effective as of the Effective Date, Plaintiff Dijon Mathis, on his own behalf and on behalf of his respective former and present spouses, representatives, agents, attorneys (including Plaintiff's Counsel), heirs, administrators, successors, and assigns generally (the "Mathis Releasors"), hereby remises, releases, forever discharges, and covenants not to sue CJ Logistics America, LLC or any and all of its respective insurers, predecessors, successors, assigns, legal representatives, affiliates, related companies, partners, parent companies, subsidiaries, members, managers, directors, officers, shareholders, stockholders, attorneys, employees, representatives, agents, and individuals or entities subject to potential liability by or through the actions or conduct of the foregoing released entities or persons and/or individuals or entities who, by or through his, her or its actions or conduct, potentially subject any of the foregoing released entities or persons to liability, and any and all of their respective predecessors, successors, heirs and assigns (individually and

collectively, the “Released Parties”) of, from, on account of, or in connection with any and all actions, causes, causes of action, suits, debts, fees, sums of money, accounts, reconcilings, bonds, bills, specialties, covenants, promises, variances, trespasses, damages, judgments, executions, claims, demands, credit memoranda and charges, financial obligations, or any other payments or benefits whatsoever, at law or in equity, whether presently known or unknown, whether matured, unmatured, potential or contingent, and whether in tort, in contract, or otherwise, which any of the Mathis Releasors have, may have, or hereafter can, shall or may have against any of the Released Parties, for any matter, cause or thing existing now or at any time prior hereto, including but not limited to claims arising from or related to the Action, the Claim, and Plaintiff Dijon Mathis’ employment with one or more Defendant or the termination thereof; provided, however, that the foregoing release does not extend to any claims or actions to enforce this Agreement. The foregoing release is intended by the Parties to be a general release to be construed as broadly as permitted by applicable law. Plaintiff Dijon Mathis acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he now knows or believes to be true but agrees, nonetheless, that his foregoing release shall be and remain effective in all respects, notwithstanding such different or additional facts or his discovery of them. **Plaintiff Dijon Mathis expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: “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.”** This release does not apply to any worker’s compensation claims.

4.2 Aggrieved Employees’ PAGA Release. Effective as of the Effective Date, Plaintiff Dijon Mathis, on his own behalf and on behalf of (a) all Aggrieved Employees as a representative of the State of California, (b) the State of California (a real party in interest), and (c) each of their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns (collectively, the “PAGA Releasors”), hereby remises, releases, forever discharges, and covenants not to sue the Released Parties, and each of them, of, from, on account of, or in connection with any and all claims, causes of action, and demands, for civil penalties under the California Labor Code during the PAGA Period that were or could have been asserted in the Action based on the alleged violations stated in the Complaint or the PAGA Notice, inclusive. The foregoing release is intended by the Parties to be as broad as permitted by applicable law.

4.3 Plaintiff’s Counsel Release Of Fees. Effective as of the Effective Date, Plaintiff Dijon Mathis, Plaintiff’s Counsel, and any counsel associated with Plaintiff’s Counsel, on their own behalf and on behalf of their present and former attorneys, employees, agents, successors and assigns fully and finally release, waive, discharge, and covenant not to sue the Released Parties, or any one of them, from or for all claims for attorneys’ fees, costs, and expenses incurred or owed in connection with the Action.

4.4 Covenant Not To Sue. Plaintiff Dijon Mathis covenants not to participate in any

actions, lawsuits, proceedings, complaints, or charges in any court or before any administrative body against any Released Party related to any claims that Plaintiff brought or could have brought under the facts alleged in the Action.

5. SETTLEMENT APPROVAL PROCEDURE

5.1 Approval. As soon as practicable after full execution of this Agreement, Plaintiff's Counsel will draft a motion for judicial approval of this Agreement and the settlement provided for herein. This motion shall seek an Approval Order according to the terms in this Agreement. With notice of at least five (5) business days before filing such motion, Plaintiff's Counsel will provide Defense Counsel with the motion, brief, and any supporting documents for the purpose of soliciting Defense Counsel's edits and comments. Plaintiff's Counsel shall consider Defense Counsel's proposed edits and comments, if any, before filing.

5.2 Notice to LWDA. Pursuant to California Labor Code section 2699(1)(2), Plaintiff's Counsel shall submit to the LWDA a copy of this Agreement together with an as-filed copy of the motion for judicial approval of this Agreement. This submission shall be effected no later than the same day that Plaintiff's Counsel files the motion for judicial approval of this Agreement with the Court.

5.3 Settlement Administrator. The duties of the Settlement Administrator shall include, without limitation, mailing "Notices of Settlement" to Aggrieved Employees, establishing a QSF, obtaining appropriate tax identification number(s), calculating Aggrieved Employee Payments, mailing Aggrieved Employee Payments and tax forms to Aggrieved Employees, and the other duties usually and customarily associated with settlement administration, including those specified in this Agreement. Any dispute relating to the settlement administration will, after good-faith efforts by the Parties to resolve the dispute, be referred to the Court.

5.4 Contact Information Provided to the Settlement Administrator. As soon as reasonably practicable, and no later than fifteen (15) days after the Effective Date, Defendant shall provide to the Settlement Administrator a confidential list containing the name, last known address, last known email address, last known telephone number, and the number of Eligible Pay Periods associated with each Aggrieved Employee to facilitate the administration of this Agreement. The Settlement Administrator (a) shall keep the data provided strictly confidential, (b) shall use the data only for the purposes described in this Agreement, and (c) shall return the data to Defendant, or certify to Defendant that the data has been destroyed and/or permanently deleted, within fourteen (14) calendar days after completing the settlement administration called for by this Agreement.

5.5 No Right to Opt Out. Because the Action is a wholly PAGA action and Plaintiff is pursuing the Action on behalf of the State of California, no Aggrieved Employee will have the right to opt out of the settlement contemplated by this Agreement.

5.6 Plaintiff's Counsel Payment. In connection with the motion for judicial approval of this Agreement, Plaintiff's Counsel will request Court approval of Plaintiff's Counsel's Payment.

5.7 Service Payment. In connection with the motion for judicial approval of this Agreement, Plaintiff's Counsel will request Court approval of the Service Payment.

6. APPROVAL ORDER AND DISMISSAL

6.1 Within ten (10) calendar days of the Court's notice of entry of the Approval Order, Plaintiff, pursuant to Labor Code section 2699(1)(3), shall serve a copy of the Notice of Dismissal on the LWDA.

6.2 Within five (5) calendar days of the deposit of the Gross Settlement Amount into the QSF, Plaintiff shall file with the Court a Notice of Dismissal With Prejudice of the Claim and the Action and shall take any and all other actions necessary to obtain dismissal of the Action with prejudice.

7. MISCELLANEOUS TERMS

7.1 Cooperation. The Parties agree to cooperate with each other in good faith in obtaining the orders from the Court contemplated in this Agreement, and in obtaining any other order necessary to fully and finally approve this Agreement. In the same spirit, the Parties agree to make all reasonable efforts to avoid unnecessary Administrative Costs, and to take such actions (or cause such actions to be taken) as may be reasonably necessary to carry out the purpose of this Agreement.

7.2 No Undue Publicity. Plaintiff's Counsel shall not, directly or indirectly, make any public announcements or disclosures regarding the terms and conditions of this Agreement or the final settlement including, without limitation, the Gross Settlement Amount. For purposes of this Agreement, "public announcement" including providing information to any media or social media outlet. The Parties and their respective counsel shall keep this settlement confidential until a motion for judicial approval has been filed, except as needed to effectuate the administration of this Agreement. This paragraph does not restrict or limit any rights of the State of California or the LWDA.

7.3 No Tax Advice. Neither Plaintiff's Counsel nor Defense Counsel intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

7.4 No Impact on Employee Benefits. No payment made under this Agreement shall be considered as wages, compensation, or hours worked or hours paid for purposes of determining eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this Agreement, the term "benefit plan" means every ERISA "employee benefit plan," as defined in the Employee Retirement and Income Security Act

of 1974 ("ERISA"), 29 U.S.C. § 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any such plan is considered an ERISA employee benefit plan.

7.5 No Prior Assignments or Undisclosed Liens. Plaintiff and Plaintiff's Counsel represent and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, conveyed, or otherwise disposed of the Claim or their claim to the Plaintiff's Counsel Payment to be paid under this Agreement. Plaintiff's Counsel and Plaintiff further represent and warrant that there are not any liens or claims against any amount that Defendant is paying under this Agreement. Plaintiff and Plaintiff's Counsel agree to defend, indemnify, and to hold Defendant harmless from any liability, losses, claims, damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these representations and warranties or from any lien or assignment.

7.6 Interim Stay of Proceedings. The Parties agree to refrain from further litigating the Action, except as necessary to seek and obtain an Approval Order and final judgment. If the Agreement is not approved, then the Parties agree that they will either seek reconsideration of the ruling or will re-negotiate in good faith in an effort to obtain Court approval of an amended Agreement. If such efforts are unsuccessful, then the Parties will revert to their positions in the Action as of October 26, 2023 (the MOU date).

7.7 Agreement Binding on Successors in Interest. This Agreement shall be binding on an inure to the benefit of the respective successors, assigns, heirs, and personal representatives of the Parties.

7.8 Entire Agreement. This Agreement, which includes its Definitions and Recitals, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement, when fully executed, supersedes all prior and contemporaneous negotiations and understandings between the Parties with respect to same including, without limitation, the MOU.

7.9 Attorney Authorization. Plaintiff's Counsel and Defendant's Counsel each separately represent and warrant that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties 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.

7.10 Counterparts. This Agreement may be executed in counterparts, and each counterpart signed and delivered shall be deemed an original, and when taken together with other signed counterparts, signed and delivered shall constitute one signed Agreement, which shall be binding upon and effective as to all Parties.

7.11 Signatures. Each Party shall execute this Agreement by: (a) applying a hand signature in ink, or (b) DocuSign. Any such signature shall be deemed an original for purposes of this

Agreement and shall be binding upon the Party who transmits the signature page. The executed signature page shall be transmitted with this Agreement to counsel for the other Party: (x) via overnight courier, (y) as an attachment to an email to such Party's attorneys for notice purposes as provided herein, or (z) through DocuSign.

7.12 Modification. The Agreement may be changed, altered, amended, or modified, only in a writing signed by the Parties (or their duly authorized representatives) and, where necessary, subject to Court approval.

7.13 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.

7.14 Headings. The headings within this Agreement appear for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

7.15 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent so as to render all provisions of this Agreement enforceable.

7.16 Fair Settlement. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Claim and the Action. The Parties represent and warrant that they have arrived at this Agreement through good faith, arms-length negotiations, taking into account all relevant factors, current and potential.

7.17 Continuing Jurisdiction. The Court shall retain jurisdiction over the Parties, Action, and this Agreement solely for the purposes of enforcing this Agreement and/or Judgment, addressing any administration matters, and addressing such post-Judgment matters as permitted by law. For the avoidance of doubt, the Court shall not have jurisdiction to modify, alter, or amend the terms of this Agreement without the consent of all Parties.

7.18 Waiver of Right to Appeal. Provided that the Approval Order and Judgment is consistent with the terms and conditions of this Agreement, 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. If a Party appeals the Judgment, the other Party's obligations to perform 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.

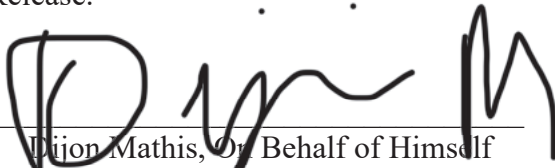
7.19 Failure to Approve. If the Court does not approve any material term or condition of this Agreement, or if the Court effects a material change, then the entire Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between the Parties.

7.20 Disputes. If the Parties dispute the interpretation of this Agreement, they shall first attempt to resolve the dispute informally through good faith negotiations, and, if said dispute is not resolved within thirty (30) calendar days, the Parties shall jointly seek resolution of said dispute by the Court.

7.21 No Admission of Liability. 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 Defendant that any of the allegations in the operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's 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, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible as evidence in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement including, without limitation, the release and covenant not to sue contained herein).

7.22 Applicable Law. The terms and conditions of this Agreement will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

IN WITNESS WHEREOF, the Parties have executed and delivered this Settlement Agreement and Release.



Dijon Mathis, On Behalf of Himself
and Aggrieved Employees as
Representative of the State of California

Date: 12/26/2023

CJ LOGISTICS AMERICA, LLC:

By: _____
Name: Verlyn Suderman
Its: General Counsel

Date: _____

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IN WITNESS WHEREOF, the Parties have executed and delivered this Settlement Agreement and Release.

Dijon Mathis, On Behalf of Himself
and Aggrieved Employees as
Representative of the State of California

Date: _____

CJ LOGISTICS AMERICA, LLC:

By: _____
Name: Verlyn Suderman
Its: General Counsel

Date: 12/20/23

Approved as to form:



Arya Rhodes, counsel for Plaintiff on behalf
of Himself, Aggrieved Employees, and as
Representative of the State of California

Date: 12/28/23



Courtney D. Tedrowe, counsel for Defendant

Date: 1/8/24