

SETTLEMENT AND RELEASE AGREEMENT

1. Parties. The parties to this Agreement are Imani Caldwell, the Individual (for yourself, your family, beneficiaries and anyone acting for you) (“you”), and Guess?, Inc. and Guess? Retail, Inc. (erroneously sued as Guess Factory) (“the Company”).

You and the Company are parties to a lawsuit now pending before the Superior Court of the State of California, County of Alameda, Case No. 21CV001359 (the “Lawsuit”). You and the Company are interested in avoiding all further legal costs and disputes and in fully and expeditiously resolving all claims, charges, or issues of law or fact that were or could have been raised by you against the Company as of the date you sign this Agreement.

2. Consideration. In complete settlement of all claims that you have or may have against the Company and subject to the terms below, the Company agrees to pay the gross sum of \$17,000 (No/100 Dollars) to be apportioned as follows:

- \$100.00, penalties attributed to your individual claims under the Private Attorney General Act (“PAGA”). Seventy five percent (75%) of this amount, or \$75 will be remitted to the California Labor Workforce Development Agency (“LWDA”), PAGA Payment Division. Twenty Five percent (25%) of this amount, or \$25 will be paid by check to “Imani Caldwell”, representing your portion of PAGA penalties attributed to your claims. A Form 1099-MISC will be issued to Caldwell, for the payment received.
- \$900.00, minus applicable deductions and withholdings, for alleged lost wages by check made payable to you. The Company will issue an IRS Form W-2 to you reflecting this payment.
- \$1,000.00, for interest, non-wage compensatory or liquidated damages. The Company’s receipt of an IRS Form W-9 completed and executed by you is a condition precedent to this payment. The Company will issue an IRS Form 1099 to you reflecting this payment.
- \$15,000.00, for attorney fees and costs, by check made payable to Cole & Van Note. The Company’s receipt of an IRS Form W-9 completed and executed by Cole & Van Note is a condition precedent to this payment.

The Company will report the payment(s) above to the IRS as required by law. You acknowledge that you have not relied on any statements or representations by the Company or its attorneys with respect to the tax treatment of the payments described in this section. If any taxing body determines that the tax treatment was incorrect and that greater amounts should have been withheld from any payment above (or any part thereof), you acknowledge and assume all responsibility for paying those amounts and further agree to indemnify and hold the Company harmless for payment of any additional taxes and any interest and penalties thereon.

Both parties warrant that they are not aware of any attorneys’ liens placed on this matter that are not otherwise resolved by this Agreement.

You understand and agree that you are not entitled to receive the consideration specified above, except for your execution of this Agreement and the fulfillment of the promises in this Agreement.

The Company's obligations to make the payments above shall become due thirty (30) business days after (i) the Company receives this Agreement executed by you; (ii) the Company receives an order approving the settlement and dismissing the Lawsuit; and (iii) any applicable revocation period.

3. *Dismissal of Lawsuit.* The parties agree that dismissal of the Lawsuit with prejudice, without assessment of attorneys' fees or costs, is a condition precedent to the Company's promises in this Agreement. You agree to file or participate in the filing of a stipulation of dismissal of the lawsuit with prejudice and to take any other action that may be required to achieve that dismissal.

4. *General Release.* You release the Company (plus its parents, subsidiaries, affiliates, predecessors, successors and any other entity related to it and all of its and their past and present directors, officers, agents and employees – all together "Releasees") from all claims of any type to date, known or unknown, suspected or unsuspected, to the fullest extent allowed by law, including but not limited to anything to do with your employment or the end of your employment. This means you give up all claims and rights related to:

- pay/compensation/benefits (whether under the federal Fair Labor Standards Act or otherwise) including backpay, frontpay, bonuses, commissions, equity, expenses, incentives, insurance, paid/unpaid leave/time off, profit sharing, salary, or separation pay/benefits;
- compensatory, emotional or mental distress damages, punitive or liquidated damages, attorney fees, costs, interest or penalties;
- violation of express or implied employment contracts, covenants, promises or duties, intellectual property or other proprietary rights;
- unlawful or tortious conduct such as assault or battery; background check violations; defamation; detrimental reliance; fiduciary breach; fraud; indemnification; intentional or negligent infliction of emotional distress; interference with contractual or other legal rights; invasion of privacy; loss of consortium; misrepresentation; negligence (including negligent hiring, retention or supervision); personal injury; promissory estoppel; public policy violation; retaliatory discharge; safety violations; posting or records-related violations; wrongful discharge; or other federal, state or local statutory or common law matters;
- discrimination, harassment or retaliation based on age, benefit entitlement, citizenship, color, concerted activity, disability, ethnicity, gender, gender identity and expression, genetic information, immigration status, income source, jury duty, leave rights, military status, national origin, parental status, protected off-duty conduct, race, religion, retaliation, sexual orientation, union activity, veteran status, whistleblower claims in court (including under Sarbanes-Oxley, Dodd-Frank, and the

False Claims Act), other legally protected status or activity; or any allegation that payment under this Agreement was affected by any such discrimination, harassment or retaliation; and

- participation in any class, collective, or representative action against any Releasee.
- in your role as private attorney general, on behalf of the state of California, you release all Private Attorneys' General Act ("PAGA") claims arising out of or related to any alleged violation of the California Labor Code that you allegedly suffered.

This paragraph is referred to as the "General Release."

5. *California Civil Code Release.*

- In addition, you waive all rights under California Civil Code § 1542 which provides: "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."

6. *Release Exclusions and Other Exceptions.* This Agreement's release provisions exclude: claims arising after you sign this Agreement; claims for breach of this Agreement; and claims that cannot be waived, such as for unemployment or worker's compensation benefits. Nothing in any part of this Agreement limits your rights to: (i) file a charge or complaint with any administrative agency, such as the U.S. Equal Employment Opportunity Commission or a state fair employment practices agency, or the U.S. Securities and Exchange Commission (SEC), or communicate directly with or provide information (including testimony) to an agency, or otherwise participate in an agency proceeding; (ii) communicate with law enforcement or your attorney. You nonetheless give up all rights to any money or other individual relief based on any agency or judicial decision, including class or collective action rulings. However, you may receive money properly awarded by the SEC as a reward for providing information to that agency.

7. *Promise Not To Sue.* A "promise not to sue" means you promise not to sue any Releasee in court. This is different from the General Release above. Besides releasing claims covered by the General Release, you agree never to sue any Releasee for any reason covered by the General Release. You also agree never to sue the Company or any Releasee as a private attorney general for a claim arising out of or related to any of the claims released in the General Release, whether on an individual or representative basis. You waive your right to seek to be appointed as a private attorney general to sue any Releasee for: (i) a PAGA claim arising out of or related to the claims released, whether they allegedly affect you personally or other individuals and (ii) with respect to claims arise out of or are related to any claim asserted in your LWDA letter dated November 1, 2022 and/or any version of the complaint in the Lawsuit. Despite this Promise Not To Sue, however, you may file suit to enforce this Agreement or to challenge its validity under the ADEA. If you sue a Releasee in violation of this Agreement: (i) you shall be required to pay that Releasee's reasonable attorney fees and other litigation costs incurred in defending against your suit; or alternatively (ii) the Company can require you to return all but \$100.00 of the

money and benefits provided to you under this Agreement. In that event, the Company shall be excused from any remaining obligations that exist solely because of this Agreement.

8. Whistleblowing. You agree that (i) no one interfered with your ability to report within the Company possible violations of any law, and (ii) it was the Company's policy throughout your employment to encourage such reporting.

9. Return of Company Property. You have returned (or you will return before receiving any settlement payments described above) all Company property you possessed or controlled, including but not limited to any confidential information, cellular phone, laptop or other computer, other business equipment, credit cards, keys, software or work product. Company property includes all originals plus hard copies and electronic versions of all documents, such as e-mails, facsimiles, files, handbooks, letters, manuals, memoranda, power points, records and reports. You also agree to reconcile promptly any outstanding expense accounts.

10. Non-Disparagement. You promise not to do or say anything, verbally or in writing, directly or indirectly, that disparages, reflects negatively on or otherwise detrimentally affects any Releasee to the extent permitted by law. Nothing in this Agreement waives or limits your right to testify truthfully in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment if you are required or requested to do so pursuant to a valid court order, subpoena, or a written request by a legislature or an administrative agency.

11. Non-Admission. Neither the Company's offer reflected in this Agreement nor any payment under this Agreement are an admission that you have a viable claim against the Company or any other Releasee. Each Releasee denies all liability. The Parties agree that, except as otherwise provided herein, they shall bear their own respective attorneys' fees and costs. Neither you nor the Company shall be viewed as a prevailing party by virtue of executing this Agreement.

12. Other Post-Employment Restrictions.

- **Confidential Employer Information.** You will not disclose or use any Confidential Employer Information other than for the Company's benefit, except as required by law. Confidential Employer Information is not limited to trade secrets; it includes any non-public Employer information related to the Company's business (or the business of any entity/person with which the Company does business), such as budgets, customer/client lists, development, finances, forms, human resources, investigations, legal proceedings, management, marketing, operations, patents, pricing, research, resources, strategies, systems or technologies. You remain bound by any confidential information provisions of any prior agreement with the Company. You will inform the Company immediately if you receive a legal demand to disclose Confidential Employer Information, and you will not disclose such information while the Company obtains a judicial ruling regarding the demand. Notwithstanding the above, pursuant to the federal Defend Trade Secrets Act, you cannot be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret if that disclosure is made: (i) in confidence to a federal, state or local government official, either directly or indirectly, or to any attorney, and for the

sole purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or similar proceeding, provided that filing is made under seal.

- **Reasonable Restrictions.** You agree that the post-employment restrictions above are: reasonable in duration, geographic area and scope; and necessary to protect the Company's goodwill and other business interests. You further agree that breaching any of those covenants will cause the Company immediate irreparable harm and will entitle the Company to temporary and permanent injunctive relief.

13. *Applicable Law.* This Agreement shall be interpreted under federal law if that law governs, and otherwise under the laws of California, without regard to its choice of law provisions.

14. *Dispute Resolution.* Any dispute regarding this Agreement will be decided through binding arbitration to take place: (i) in California and (ii) under the JAMS Employment Arbitration Rules & Procedures. Also excluded from this Dispute Resolution requirement are pre-judgment actions for injunctive relief to enforce the terms of this Agreement. Both parties waive their right to a jury trial.

15. *Enforceability.* If a court (or arbitrator) finds any part of this Agreement unenforceable, that part shall be modified and the rest enforced. If a court (or arbitrator) finds any such part incapable of being modified, it shall be severed and the rest enforced. A decision not to enforce this Agreement does not waive any future violation.

16. *Enforcement.* If either party breaches this Agreement, the non-breaching party shall be entitled to preliminary and permanent injunctive relief plus attorneys' fees the party incurs in enforcing this Agreement, unless otherwise expressly provided elsewhere in this Agreement, plus any additional relief determined to be appropriate.

17. *Entire Agreement.* This Agreement is the complete understanding between you and the Company. It replaces any other agreements, representations or promises, written or oral.

18. *Other Representations.* You agree:

- You have received all pay, compensation, benefits, leave, and/or time off you are due to date, including for overtime or vacation/PTO;
- You have not suffered any on-the-job injury for which you have not already filed a claim, and the end of your employment is not related to any such injury;
- You have had the opportunity to negotiate this Agreement with the Company, and this Agreement shall not be construed for or against either party as a drafter of its terms;
- You were advised in writing, by getting a copy of this Agreement, to consult with an attorney before signing below; and
- You are signing this Agreement knowingly and voluntarily.

DocuSigned by:
By: Imani Caldwell 3/9/2023
8C00EG5FBD3A42F... IMANI CALDWELL (Date)

By: Jason Miller 2/7/2023
Guess?, Inc. and Guess? Retail, Inc. (Date)

Name: Jason Miller
Title: Secretary