SETTLEMENT AND RELEASE AGREEMENT

1. ***Parties.*** The parties to this Agreement are Lorena Rivas Arias, the Plaintiff (for yourself, your family, beneficiaries and anyone acting for you) ("you"), and Wolverine Distribution Inc. ("Defendant"), collectively referred to herein as ("the Parties").

You and Defendant are parties to a lawsuit now pending before the Riverside County Superior Court, Case No. CVRI22004488 (the "Lawsuit").You and Defendant 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 Defendant as of the date you sign this Agreement. The Parties have separately entered into a Class Action and PAGA Settlement Agreement to resolve your class and representative PAGA claims in this Lawsuit.

2. ***Consideration.*** In complete settlement of all claims that you have or may have against Defendant and subject to the terms below, Defendant agrees to pay the gross sum of $30,000 (Thirty Thousand and No/100 Dollars) ("the Settlement Sum"). Payment shall be in the form of one check delivered to your counsel to be issued within thirty (30) days following completion of all of the following: (i) Defendant's receipt of a copy of this Agreement signed by you; (ii) Defendant's receipt of W-9 forms described below; (iii) expiration of the seven (7)-day revocation period referenced in paragraph 19, below, (iv) entry by the Court of a final judgment approving the Class Action and PAGA Settlement Agreement. The Settlement Sum will be made payable to "Lorena Rivas Arias." As a condition precedent to payment of the Settlement Sum, you will cause your attorneys to timely issue any necessary IRS Forms (W-9, etc.) for you and/or your counsel, to counsel for Defendant. Defendant will issue applicable tax forms for the applicable calendar tax year in which the Settlement Sum is paid.

Defendant 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 Defendant 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 Defendant 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 agree that the payments above are consideration for the promises by you contained herein and that Defendant was not otherwise obligated to make these payments.

3. ***Contingent Nature of Settlement***. The Parties agree that this Agreement, and Defendant's obligation to pay the Settlement Sum, is contingent on full and complete resolution of all legal actions filed by you against Defendant, including final Court approval and the occurrence of the Effective Date as defined by the Class Action and PAGA Settlement Agreement. The Parties further agree that if the Class Action and PAGA Settlement Agreement is not finally approved by the Court or if the Effective Date otherwise does not occur, then this Agreement will be null and void, the Parties will be returned to their original respective positions, and Defendant will have no obligation to pay the Settlement Sum.

4. ***Plaintiff's Resignation.*** You agree that you have resigned from your employment with Defendant as of date Defendant provides you the Settlement Sum.

5. ***General Release*.** You release Defendant and Wolverine World Wide, Inc.(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, employees and anyone else acting for any of them – 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 including but not limited to 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;

- claims under California Business & Professions Code, California Labor and Government Codes; California Civil Code; any California Wage Order, including claims for unpaid wages or commissions; claims based upon the California Constitution; claims based on any federal, state or other governmental statute, regulation or ordinance, including, without limitation, the California Private Attorney General Act of 2004, the California Confidentiality of Medical Information Act, the California Fair Employment & Housing Act, the California Fair Chance Act, the California Equal Pay Act; and the Labor Management Relations Act;

- discrimination, harassment or retaliation based on age (including Age Discrimination in Employment Act or ("ADEA" claims), 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, reproductive health decisionmaking, 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, failure to accommodate or failure to engage in the interactive process; and

- participation in any class, collective, or representative action against any Releasee.

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. ***State Law Rights and Limitations.*** Nothing in any part of this Agreement (i) limits your rights to make truthful disclosure of factual information related to any claim(s) you have or may have alleging sexual harassment, workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination or retaliation for reporting or opposing discrimination or harassment; or (ii) waives or limits your right to testify truthfully in administrative, legislative, or judicial proceeding relating to alleged criminal conduct or alleged sexual harassment, pursuant to a written request from an administrative agency or legislature, or in court pursuant to subpoena or court order.

7. ***Release Exclusions and Other Exceptions.*** Nothing in this Agreement restricts your rights with respect to claims or disputes that arise after the date you sign this Agreement or the factual basis thereof, including but not limited to: claims for breach of this Agreement; and claims that cannot be waived, such as for unemployment or worker's compensation benefits. Specifically excluded from this Release is the pending worker's compensation claim you have against Defendant, case number ADJ16004216. Nothing in this Agreement prohibits you from exercising rights under the National Labor Relations Act, including but not limited to your rights to discuss with any person or persons wages, hours or other terms and conditions of employment, or your rights to engage in lawful protected activity regarding same. *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 the National Labor Relations Board, 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 other than as related to the class and PAGA claims in this Lawsuit. However, you may receive money properly awarded by the SEC as a reward for providing information to that agency.

8. ***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. Despite this Promise Not To Sue. 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 gross settlement sum 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.

9. *Confidentiality of Agreement*. This Agreement is strictly confidential. You will not communicate this Agreement's terms to any third party, whether verbally or in writing, by any means, including by social media. Any disclosure by you will cause Defendant irreparable harm that money cannot undo. Accordingly, violation of this section will entitle Defendant to temporary and permanent injunctive relief. Except as required by law, you have not disclosed and will not disclose any terms of this Agreement, including any payment under this Agreement, to anyone except your immediate family members and your legal/financial advisors. Each of them is bound by this Confidentiality of Agreement provision, and a disclosure by any of them is a disclosure by you. To the extent Company is obliged to keep this Agreement's terms and the underlying facts confidential, such obligation becomes non-binding on Company if you publicly reveal sufficient factual details of the claim so that Company is reasonably identifiable.

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

11. *Non-Disparagement*. Except as provided in this Agreement's Release Exclusions and Other Exceptions, including applicable State Law Rights and Limitations, 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.

12. *Non-Admission*. Neither Defendant's offer reflected in this Agreement nor any payment under this Agreement are an admission that you have a viable claim against Defendant 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 Defendant shall be viewed as a prevailing party by virtue of executing this Agreement.

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 American Arbitration Association Employment Arbitration Rules and Mediation Procedures, as amended, but excluding application of the Supplementary Rules for Class Arbitrations effective as of October 10, 2003. 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 you breach this Agreement, Defendant shall be entitled to preliminary and permanent injunctive relief plus attorneys' fees that Defendant incurs in enforcing this Agreement, unless otherwise expressly provided elsewhere in this Agreement, plus any additional relief determined to be appropriate.

17. ***Medicare Secondary Payer*****.** Both parties represent that none of the monies paid under this Agreement are for (i) payment of medical expenses incurred by you, or (ii) injuries for which you have received or can receive Medicare or Medicaid benefits. You are not now and have never been enrolled in Medicare or Medicaid. You nonetheless agree to indemnify and defend the Employer against any loss or liability it incurs due to Medicare conditional payments related to events underlying this settlement. Nothing in this Agreement prevents either party from: (i) communicating information about this Agreement for compliance purposes under the Medicare Secondary Payer law or the Medicare, Medicaid, and SCHIP Extension Act of 2007; or (ii) otherwise complying with these laws.

18. ***Time to Consider*****.** You have 21 days to consider this Agreement after receiving it. You must sign and return this Agreement to the Defendant during this review period if you want to receive the payments and other consideration listed at the beginning of this Agreement.

19. ***Time to Revoke*****.** After you sign this Agreement, you have seven (7) days to revoke it by sending written notice of revocation to the representative of the Defendant signing below. This Agreement is not effective or enforceable until the revocation period expires. If you revoke this Agreement, you will not receive the payments and other consideration listed at the beginning of this Agreement.

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

21. ***Other Representations*****.** You agree:

- As of your resignation date, 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;

- The payments and other consideration provided in this Agreement are not related to sexual harassment or sexual abuse;

- You have had the opportunity to negotiate this Agreement with Defendant, 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.

By: Firmado por: LORENA ARIAS 9D80B1357C2549F... 12/2/2024	By: Erin Orndorff 10/30/2024
LORENA ARIAS (Date)	Wolverine Distribution, Inc. (Date)
	Name: Erin Orndorff
	Title: Senior Corporate Counsel