

CONFIDENTIAL SETTLEMENT AND GENERAL RELEASE AGREEMENT

This Confidential Settlement and General Release Agreement ("Agreement") is made by and between Yolanda Warren ("Warren"), on the one hand, and Church & Dwight Co., Inc. and Industrial Clerical Recruiters Inc. ("ICR") (ICR together with Church & Dwight Co., Inc. are the "Companies"), on the other hand. Warren and the Companies are together collectively referred to as the "Parties," and individually as a "Party."

RECITALS

WHEREAS, Warren was previously employed by ICR and assigned to work at Church & Dwight Co., Inc. from approximately October 2, 2021 to May 26, 2022;

WHEREAS, on or about October 7, 2022, Warren submitted a letter to the Labor & Workforce Development Agency ("LWDA") regarding her intent to pursue a representative action pursuant to the Private Attorneys General Act ("PAGA");

WHEREAS, this matter arises from and relates to a bona fide dispute regarding Warren's work for the Companies, and on or about August 17, 2023, Warren filed a civil class action complaint for damages in the Superior Court State of California, County of San Bernardino bearing Case No. CIVSB2319690, entitled *Yolanda Warren v. Church & Dwight Co., Inc., et al.* (the "Action"), alleging claims and causes of action for: (1) failure to pay wages for all time worked, (2) failure to pay minimum wages, (3) failure to pay overtime wages, (4) failure to provide meal periods/premium wages, 5) failure to permit rest periods/premium wages, (6) failure to pay wages upon termination, (7) failure to provide/permit use of sick day, (8) failure to provide accurate itemized statement, (9) Labor Code violations for which the recovery of civil penalties is authorized by the Private Attorneys General Act of 2004 ("PAGA action"), (10) unfair business practice, and (11) discharge in violation of public policy (hereinafter referred to as the "Claims");

WHEREAS, the Companies wholly and vigorously deny the allegations asserted in the Action;

WHEREAS, the Parties wish to resolve the claims and any and all current (and potential) disputes, charges, grievances, complaints, actions and claims, suspected and unsuspected, known and unknown, that Warren may individually have against any other Party (as set forth and released below);

WHEREAS, the Parties agree and acknowledge that the Companies are participating in the Agreement without making an admission of liability, and Warren is participating in the Agreement regarding her allegations that she was caused damage by any one Party;

WHEREAS, the Parties have conducted a good faith investigation of claims that Warren may have against the Companies in anticipation of resolving any and all claims, and the Parties do not require or necessitate any additional investigation or discovery to resolve the claims;

NOW, THEREFORE, in consideration of the mutual promises made herein, the Parties hereby incorporate the foregoing preamble and recitals into the terms of this Agreement, and hereby states as follows: It Warren's intent to settle and dispose of, fully and completely, the claims she individually

has against the Companies, and any and all potential claims, complaints, demands, and causes of action reflected in the Action or relating to the Claims, or which may have arisen prior to the effective date of this Agreement from the same operative facts as those alleged in the Action and claims and keep all facts and circumstances of the Action, claims and this Agreement in strict confidence, and hereby further agree as follows:

COVENANTS

1. Consideration. In consideration of the foregoing recitals, the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties agree as set forth below:

- (a) ICR, through its respective principal, shall make a "Settlement Payment" of THIRTY THOUSAND DOLLARS (\$30,000.00) **for full and final settlement with Warren.** The total Settlement Payment is inclusive of all claims for attorney's fees, costs, alleged penalties, and expenses. ICR, through its respective principal, will pay the Settlement Payment, issued and allocated via check or wire transfer, made payable to Southern California Attorneys, APC, Client Trust Account. The Parties agree that the Settlement Payment shall not be considered the payment of wages in any way, and shall be considered reimbursement for physical and emotional distress, although all such claims are released in this Agreement.
- (b) The Settlement Payment is due to Plaintiff's counsel by July 15, 2024. Plaintiff's counsel is not authorized to release any settlement funds until after the following conditions precedent have occurred: (1) ICR receives a copy of this Agreement executed by Warren; (2) ICR's receipt of Warren and Warren's Counsel's completed Form W-9; (3) ICR receives written confirmation from Warren's Counsel of their submission of this fully executed Agreement to the LWDA pursuant to section 7 of this Agreement with a copy of said submission; and; (4) the expiration of the 7-day Revocation Period as described below in this Agreement; and (5) the court's approval of Warren's dismissal of the entire lawsuit with prejudice as to her individual claims and without prejudice as to the Class claims and representative PAGA claims. The check shall be delivered to Warren's Counsel at 24007 Ventura Blvd., Suite 200, Calabasas, CA 91302 or a wire may be issued instead with information to be provided by Warren's Counsel. A Form 1099-MISC shall be issued by ICR to Warren's Counsel for the payment received under the Paragraph 1(a)(ii), which, along with Paragraph 1(a)(i) represents its maximum payout for resolution of the Claims;
- (c) The consideration referenced in this Agreement is made pursuant to a bona fide dispute over the work of Warren with the Companies and is a settlement agreement negotiated by the parties in good faith; and
- (d) Warren agrees that she is solely responsible for the tax implications related to the Settlement Payments, and the Companies shall have no obligation, control or responsibility as to same. **The Parties further agree to bear their own attorneys' fees, expenses and costs with respect to the claims asserted in the Action.** The Parties hereby agree that there have been no court and/or administrative findings concerning the Parties' claims and defenses in the claims and/or what portion of the

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Settlement Payment should be attributed to back pay, front pay, or any other damages, if any, available based on Warren's allegations.

(e) Warren further agrees and acknowledges that she has been properly paid for all hours worked for the Companies, that all salary, wages, commissions, PTO, vacation, bonuses, and other compensations due to her have been paid, all reasonable and necessary business expenses have been reimbursed, and that she is not owed anything else from the Companies other than as provided for in this Agreement.

2. Releases. Warren, on her own behalf and for each of her heirs, executors, administrators, and assigns, hereby releases, discharges and acquits Church & Dwight Co., Inc. and Industrial Clerical Recruiters Inc. and their (to the fullest extent applicable) heirs, executors, administrators, spouses, assigns, owners, current and former managers, current and former parent companies and predecessors, successors and assigns, subsidiary companies, affiliated companies, and the officers, directors, shareholders, partners, employees, attorneys, insurers and reinsurers, and accountants, past and present (all of whom are referred to throughout this Agreement collectively as the “Releasees”), of and from the Claims, and any and all other charges, complaints, claims, causes of action, debts, demands, sums of money, controversies, agreements, promises, damages and liabilities of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, anticipated or unanticipated which Warren has or may have had against the Releasees either on or at any time prior to the date of her execution of this Agreement (hereinafter referred to as “Released Claims”), including without limitation any claims incidental to or arising out of Warren's past employment with the Companies. Warren covenants not to hereafter bring any claims against the Companies, including pursuant to the California's Private Attorneys General Act based on conduct occurring on or before Warren executes this Agreement. Warren specifically represents, warrants, covenants and agrees that this Agreement is being entered into "post-dispute" and that (i) she is waiving her right to file or act as named or representative plaintiff in any action against the Companies under PAGA, (ii) that she will not in the future file, or act as a named or representative plaintiff in any action against the Companies, including, but not limited to, under PAGA, (iii) that she expressly waives her right to participate in any action brought against the Companies under PAGA based upon any event occurring prior to the date of execution of this Agreement, and (iv) that she hereafter lacks standing as an aggrieved employee to act as a representative plaintiff in a PAGA action against the Companies. It is expressly understood by the Parties that among the various rights and claims being released include those arising under Title VII of the Civil Rights Act of 1964, the Fair Labor Standards Act, the Equal Pay Act of 1963, the Americans with Disabilities Act, the Civil Rights Act of 1866, the Family and Medical Leave Act, the California Fair Employment and Housing Act, the California Family Rights Act or Age Discrimination in Employment Act of 1967, the California Labor Code, any California Wage Order, or any other federal, state or local law or regulation, any Action filed by Warren with the Equal Employment Opportunity Commission or California Department of Fair Employment and Housing, as well as any and all allegations by Warren of defamation, invasion of privacy, fraud, misrepresentation, misconduct, impropriety, illegal behavior, discrimination, harassment, hostile work environment, retaliation, wrongful termination, and other negative characterizations of the Companies, and employees and/or agents of the Companies. However, none of the waivers and releases anywhere in this Agreement shall waive, release, or limit in any way: (a) Warren's rights to workers' compensation benefits, but only if otherwise legally entitled to such; (b) Warren's legally-vested rights accrued through her last day of Companies employment with respect

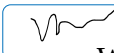
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to any Companies or Companies agent-provided benefit of any type and in any form; and (c) the Parties' rights to enforce the terms of this Agreement.

Warren understands that nothing contained in this Agreement limits Warren's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the California Civil Rights Department, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission (the "SEC") or any other federal, state or local governmental agency or commission ("Government Agencies"). Warren further understands that this Agreement does not limit her ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Companies. This Agreement does not limit Warren's right to receive an award for information provided to any Government Agencies. On the other hand, Warren waives and releases any right to any claims for money damages and equitable relief pursuant to the filing or prosecution of any administrative charge against the Companies or any resulting civil proceeding or lawsuit that may be commenced on Warren's behalf for the recovery of such relief, and which arises out of the matters that are and may be released in this Agreement.

3. Waiver of Unknown Claims; California Civil Code Section 1542. Subject to the same qualifications as in the above Section, Warren acknowledges that she has been advised to consult with legal counsel and that she is familiar with the principle that general releases do not extend to claims that the releaser does not know or suspect to exist in her favor at the time of executing the release, which, if known by her, must have materially affected her settlement with the Companies. Subject to the same qualifications in the Section immediately above, Warren being aware of said principle, agrees to expressly otherwise waive (as to the Companies and its related Releasees) any other rights she may have to that effect, as well as under any other statute or common law principles of similar effect, including pursuant to California Civil Code Section 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.


Warren Initials
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4. Review Period. Warren confirms that she has been given twenty-one (21) days to review and consider the Agreement before signing it. Warren understands that she may use as much or as little of the period as she wishes prior to signing the Agreement.

5. Revocation Period. In order to comply with the Older Workers Benefits Protection Act (29 U.S.C. Section 626(f)) and effectuate the release by Warren of any potential claims under the Federal Age Discrimination In Employment Act ("ADEA"), Warren agrees as follows: she has carefully reviewed the Agreement and understands the terms and conditions it contains. By entering into the Agreement she is giving up potentially valuable legal rights and she intends to be bound by all the terms and conditions set forth in the Agreement. Warren is not waiving rights or claims that

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may arise after the date the Agreement is executed and/or rights to challenge the enforceability of the ADEA release in this Agreement. She is entering into the Agreement freely, knowingly and voluntarily. She has been informed of her right to consult counsel and has consulted with counsel regarding the terms in this Agreement.

Notwithstanding Warren's initial assent to the Agreement, Warren shall have the right, for a period of seven (7) days following her execution and return of the Agreement to the Companies to revoke the Agreement. Revocation must be made by delivering a written notice of revocation to the following addresses:

Alicia Kennon, Esq.
Wood Smith Henning & Berman LLP
505 N Brand Blvd, Suite 1100
Glendale, CA 91203

Alexander M Chemers, Esq.
Ogletree Deakins
400 South Hope Street, Suite 1200,
Los Angeles, California, 90071

Written notice of revocation must be received no later than the close of business on the seventh (7th) calendar day (or next business day thereafter, if the seventh calendar day is not a business day) after Warren signs the Agreement. Notice to the Companies for purposes of this Agreement shall be effective if and only if it is delivered within the revocation period set forth above by one or more of the following means: (a) personally; (b) by overnight courier; or (c) by registered United States mail.

In the event that Warren exercises her right to revoke the Agreement as to the ADEA claims as discussed above, then the Companies shall have the right to declare the entire Agreement null and void. If the Companies exercise such right, then written notice shall be provided within seven (7) calendar days of Companies' receipt of Warren's ADEA claim(s) revocation to Warren at the following address:

Kambiz Drake
Southern California Attorneys
24007 Ventura Blvd., Suite 200
Calabasas, CA 91302

6. Dismissal of Action; No Pending Claims. Warren hereby represents and warrants to the Companies that she will take all necessary steps to dismiss the Action with prejudice as to her individual claims and without prejudice as to the class and representative claims within four (4) calendar days of Warren's Counsel's receipt of the fully executed Settlement Agreement, including but not limited to, executing and filing a Request for Dismissal of Plaintiff's Individual Claims with Prejudice and Without Prejudice as to Her Class And representative PAGA Claims with the Court. In the event that the Superior Court of California, County of San Bernardino requires additional information or requires a different form of cancellation, withdrawal or request for dismissal, the Parties agree to cooperate and make their best efforts to timely provide any additional

information or documents required by the Court. Warren further represents and warrants that she has no pending complaints or charges against the Companies with any state or federal court, arbitration forum, or any local, state or federal agency based on any event(s) relating to Warren's relationship with the Companies or occurring prior to the date of execution of this Agreement. Warren specifically represents, warrants, and covenants that, except as may be necessary to enforce this Agreement, she shall not in the future file, encourage or instigate the filing of any lawsuit by any party in any state or federal court or arbitration forum, relating to Warren's relationship with the Companies or based upon events occurring prior to the date of execution of this Agreement.

7. LWDA Notification. Warren agrees to and shall submit this Agreement to the LWDA within ten (10) calendar days after Warren's counsel receives a fully executed copy of this Agreement. Within ten (10) calendar days after entries of dismissals as indicated in Section 6 above, Warren shall submit the entries of these dismissals to the LWDA in accordance with Labor Code section 2699, subdivision (1)(3), and Warren shall serve the Companies with confirmation of that submission.

8. Parties' Cooperation and Court Approval. In the event that the court does not approve Warren's dismissal of her PAGA action, the Parties agree to cooperate in good faith to satisfy the court's concerns and dismiss Warren's PAGA action. This cooperation shall include, but not limited to, in the event the court requires that (a) any payment to be made to the LWDA, making a payment for civil penalties of up to seventy five dollars and zero cents (\$75.00) to the LWDA; any such payment shall be made from the Settlement Payment; and (b) the provisions of California Labor Code section 2699(1)(2)-(3), be met, serving the LWDA with the joint motion and proposed order dismissing the Claims in accordance with the provisions of section 2699(1)(2), in addition to serving the LWDA with the order entering the dismissal in accordance with section 2699(1)(3). Under no circumstance, shall any payment to the LWDA cause the Companies to pay any amount beyond the Settlement Payment amount.

9. Lack of Court Approval and Revocation. In the event that the court does not approve Warren's dismissal of her PAGA action, and would require any action that is inconsistent with any material term in this Agreement, the Parties agree to cooperate in good faith to determine whether this Agreement may be so amended. If either Party contends that any action proposed by the court would not be consistent with any material term in this Agreement, and the Parties are unable to reach a resolution on amending this Agreement to their satisfaction, that Party shall give notice to the other party of its intention to revoke the Agreement. Such notice shall be made in writing. Upon any such revocation of this Agreement, the Agreement shall be considered void ab initio and shall be of no force or effect whatsoever and shall not be referred to or utilized for any purpose whatsoever. Also, upon any revocation, the Parties agree to cooperate in good faith to return the Parties to status quo ante.

10. Not an Aggrieved Employee Under PAGA. Warren represents, warrants, acknowledges, affirms and agrees that this Agreement is entered into "postdispute" and that, except to seek approval of settlement in the court to the extent either the court requires approval pursuant to California Labor Code section 2699(1), and to the maximum extent permitted by law, (i) by entering into this Agreement she can no longer be considered an "aggrieved employee" such that she would lack standing to file or act as a named or representative plaintiff in any subsequent action against the Companies or any of the other Releasees under PAGA based on any event occurring prior to the date of execution of this Agreement, and (ii) that she will not in the future file or act as a named or representative plaintiff in any action against the Companies or any of the other Releasees under PAGA

based upon any event occurring prior to the date of execution of this Agreement. Warren further represents, warrants, acknowledges, affirms, and agrees that she is releasing all of her individual claims under the California Labor Code and any applicable wage order against the Companies, and that, except to seek approval of this settlement in the Claims to the extent the court requires approval pursuant to California Labor Code section 2699(l), she will not act as a named or representative plaintiff in any action against the Companies under PAGA based upon any event occurring prior to the date of execution of this Agreement. That is, Warren specifically represents, warrants, acknowledges, affirms and agrees that, to the maximum extent permitted by law, she would be barred under claim preclusion from bringing any subsequent administrative action, civil action or arbitration under PAGA based on any event occurring prior to the date of execution of this Agreement.

11. Assignment. Warren further represents and warrants that she is unaware of any other person or entity having any interest and any claim which is or may be the subject of this Agreement. Warren hereby further represents and warrants that she has not assigned, transferred, subrogated or purported to have assigned, transferred or subrogated any of the rights or any of the claims described herein to any other person or entity. Warren hereby agrees that she shall indemnify and hold the other Parties, and each of them, harmless from and against any and all claims based on or arising from any such assignment, transfer or subrogation, or any attempt at assignment, transfer or subrogation of any of the Released Claims.

12. Tax Liability. ICR's payment to Warren described above represents a compromise of Warren's claims against the Companies. Warren agrees that any liability for state or federal income tax payments or penalties arising shall be Warren's sole responsibility. Warren agrees to indemnify and to hold harmless the Companies and the Releasees from any and all actions, claims or demands brought by any tax or other authority based upon Warren's tax obligations arising from the payment to be made pursuant to this Agreement, and agrees specifically to reimburse the Companies and the Releasees for any taxes, interest and penalties paid by the Companies and/or the Releasees and for the costs, legal fees and any other expenses incurred by the Companies and any of the Releasees as a result of any such actions, claims or demands. ICR, within thirty (30) days of receiving notice of any claim, assessment, or deficiency notification from any taxing agency pertaining to the payment of funds under this Agreement, shall notify Warren, provide a copy of such claim to Warren and cooperate with Warren to provide such documentation as necessary to respond to such a claim.

13. Medicare Indemnity. Warren affirms that as of the date she signs this Agreement, she is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer; etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the Settlement Payment to Warren, Warren agrees to (i) indemnify, defend and hold the Companies harmless from any action by CMS relating to medical expenses of Warren, (ii) reasonably cooperate with the Companies upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Warren is required to indemnify the Companies under this paragraph, and (iii) waives any and all future actions against the Companies for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A). Warren hereby confirms to the Companies that the following information is complete, accurate, and up-to-date information regarding his Medicare eligibility status:

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Full Name: Yolanda Warren
 Social Security Number: 573-31-0755
 Gender: Female
 Date of Birth: July 26, 1961
 Address: 13738 Bluegrass Place, Victorville, CA 92392
 Medicare Health Insurance Claim No.: Not Applicable

14. Confidentiality of Financial Terms. The Parties acknowledge and agree that the financial terms of this Agreement shall be kept confidential and shall not be disclosed to any third party at any time, other than to their attorneys, taxing authorities, accountants, tax professionals, Warren's spouse, if any, in a proceeding to enforce its terms, or as otherwise required by law or court order. Regardless of the foregoing, Warren understands that nothing in this Paragraph or Agreement is intended to restrict or impede her ability to: (a) engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, discussing terms and conditions of employment, or otherwise engaging in activity protected by Section 7 of the National Labor Relations Act; (b) disclose factual information related to a claim filed in a civil action or complaint filed in an administrative action concerning sexual assault, sexual harassment, workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination; (c) discuss or disclose information about unlawful acts in the workplace, such as harassment, sexual harassment, sexual assault, discrimination, or any other conduct that Warren has reason to believe is unlawful; or (d) testify before an administrative, legislative, or judicial proceeding pursuant to a court order, subpoena, or written request from an administrative agency concerning alleged criminal conduct or alleged sexual harassment on the part of any Party to this Agreement, or their agents or employees.

15. Non-Cooperation. To the extent permitted by law and with the exception of action protected under state or federal whistleblower programs, Warren agrees that she will not, in any manner whatsoever, encourage, counsel, or assist any attorneys (or their clients) in the pursuit of any disputes, differences, grievances, claims, charges, or complaints by any such private third party against the Companies, and each of them, and/or any of their Releasees, unless under a subpoena or other court order to do so. Nothing in this Agreement shall be deemed to prevent Warren from providing truthful testimony in any matter pending before a government agency.

16. Comments to Others. Warren agrees not to make or cause to be made any knowingly, maliciously, or intentionally false statements that damage the reputation(s) of the Companies, the Releases, or their products or services, whether verbally or in writing, including without limitation posting on Glassdoor, Indeed, LinkedIn, Facebook, Twitter, Instagram, Snapchat, TikTok, YouTube, blogs, or other public forums. In the event such a communication is made by Warren to anyone, including but not limited to the media, public interest groups, publishing companies, and/or through internet posting, blogs or other electronic communication, it will be considered a material breach of the terms of this Agreement.

17. Background Checks/ References. With respect to prospective employment or other background/reference checks related to Warren, ICR agrees that all such inquiries will be referred to its Director of Human Resources, who shall confirm only Warren's past position held and dates of employment.

18. No Admission of Liability. Warren understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims between Warren and the Companies. No action taken by any Party hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by any Party of any fault or liability whatsoever to any Released Party (including each of the Parties) or to any third party.

19. Authority. The Companies represent and warrant that the undersigned has the authority to act on behalf of the Companies and to bind the Companies and all who may claim through it to the terms and conditions of this Agreement. Warren represents and warrants that she has all needed capacity to act on her own behalf and on behalf of all who might claim through her to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims released herein.

20. No Representations. Each Party represents that he/it has had an opportunity to consult with an attorney, and by signing below represents and warrants that he/it has carefully read and fully understands the scope and effect of all the provisions of this Agreement. Each Party also represents that he/it has not relied upon any representations or statements made by any person or entity not specifically that is not set forth in this Agreement either expressly or by cross-reference.

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

22. Breach. Upon breach of this Agreement, an affected Party may initiate legal action to recover damages and/or injunctive relief, and the Parties hereby stipulate to the appropriateness of injunctive relief in such an action. A breach of this Agreement shall not affect the validity or enforceability of the terms of this Agreement, which shall remain in full force and effect. The prevailing party in any action, suit or legal proceeding brought to enforce the Agreement's terms, including confidentiality, shall be entitled to recover attorney's fees and costs incurred in such action or suit.

23. Entire Agreement. This Agreement's terms (including any referenced pre-existing agreements' terms but only to the extent they are not inconsistent with any of them) represents the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and Warren's employment with and separation from the Companies and the events leading thereto and associated therewith, and otherwise supersedes and replaces any and all prior other agreements concerning the subject matter of this Agreement and Warren's relationship with the Companies.

24. No Oral Modification; Waiver. This Agreement may only be amended in a writing signed by the Parties. No action or failure to act will constitute a waiver of any right or duty under this Agreement, nor will any action or failure to act constitute an approval of, or acquiescence in, any breach. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver.

25. Governing Law, Exclusive: Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California, without regard for choice-of-law provisions. Each Party consents to personal, subject matter and all other jurisdictional requirements and venue exclusive with the Superior Court of California for the City of Los Angeles.

26. Arbitration. Any dispute, controversy or claim between the Parties related to Warren's employment with the Companies or this Agreement shall be exclusively resolved by binding arbitration. Any such arbitration may be maintained only on an individual basis, and not as a class, collective, group, multi-party, or representative basis under any law. The arbitrator is prohibited from hearing claims as a class, collective, representative, group, or multi-party action. The agreement to arbitrate is governed by the Federal Arbitration Act. The arbitration shall be conducted according to the JAMS Employment Arbitration Rules & Procedures, which can be found at jamsadr.com/rules-employment-arbitration/. Companies will pay all costs unique to arbitration. The arbitrator shall have sole authority to determine arbitrability and enforceability of this Agreement, and to interpret it. This arbitration provision does not cover any workers' compensation, state unemployment, or state disability insurance claim(s), or those for benefits under an ERISA plan. Warren acknowledges she is otherwise waiving her right to any trial by court or jury.

27. Enforcement of Settlement. This Agreement is admissible and subject to disclosure for purposes of enforcing this Agreement pursuant to California Code of Civil Procedure Section 664.6, or any other procedure permitted by law.

28. Counterparts/ Signature/ Effective Date. This Agreement may be separately executed in separate counterparts and then exchanged by email/ PDF, facsimile or delivery to the other Party's legal counsel. The sets of exchanged counterparts shall each have the same force and effect as a fully-signed original counterpart and shall constitute an effective, binding agreement on the part of each of the Parties once the exchanged signed counterparts have each been so received by the respective legal counsel for the Parties. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents shall be construed as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement will be effective upon the full execution of the Agreement by all parties ("Effective Date").

29. Voluntary Agreement. Warren and Companies represent and agree that each has reviewed all aspects of this Agreement, has carefully read and fully understands and is fully informed of all provisions of this Agreement, and is voluntarily entering into this Agreement. Each party represents and agrees that such party has had reasonable time and opportunity to review with deliberation any and all aspects of this Agreement with legal, tax or other adviser(s) of such party's choice before executing this Agreement.

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

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Yolanda Warren, an individual

Dated: 7/12/2024, 2024


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Industrial Clerical Recruiters Inc.

Dated: _____, 2024

By: _____

Its: _____

Church & Dwight Co., Inc.

Dated: 26-Jul-2024, 2024

DocuSigned by:

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By: Moira Brophy

Its: Associate General Counsel

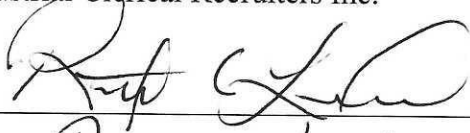
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Yolanda Warren, an individual

Dated: _____, 2024

Industrial Clerical Recruiters Inc.

Dated: 7/12, 2024

By: 

Its: COB/BDD

Church & Dwight Co., Inc.

Dated: _____, 2024

By: _____

Its: _____

eSignature Details

Signer ID:	oG9kHtrpby19yPNA2RMey2kd
Signed by:	Yolanda Warren
Sent to email:	yolandowarren@gmail.com
IP Address:	35.149.12.117
Signed at:	Jul 12 2024, 11:09 am PDT