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CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of all Claims (the "Agreement") is made and entered into by and among EDUARDO GARIBAY RAMIREZ ("RAMIREZ") on the one hand and WHITECROW, INC. dba RXO FREIGHT FORWARDING and all of its affiliates, parents, subsidiaries, predecessors, successors, partners, agents, owners, employees, insurers and contractors ("WHITECROW") on the other (RAMIREZ and WHITECROW are referred to collectively as the "Parties" and individually as a "Party"). This Agreement is intended to resolve all disputes and extinguish all obligations of WHITECROW to RAMIREZ.

RECITALS

WHEREAS, RAMIREZ has asserted claims against WHITECROW arising out of his alleged employment and the cessation thereof including, but not limited to, those claims set forth in his Complaint entitled "*Eduardo Garibay Ramirez v. JCR Services, LLC, et al*" filed in the Superior Court of California, County of Los Angeles identified with Case No. 26STCV04690 alleging (1) Failure to Pay All Minimum Regular and Overtime Wages, (2) Failure to Provide Compliant Meal Periods, (3) Failure to Provide Compliant Rest Periods, (4) Failure to Provide Accurate Itemized Wage Statements, (5) Failure to Provide Suitable Break Facilities, (6) Failure to Pay All Wages Owed Upon Termination, (7) Violation of Business and Professions Code section 17200, and (8) Violations of the Private Attorneys General Act as well as any agency claims (collectively, the "Action");

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2. Release of Claims. RAMIREZ, for himself and for his heirs, executors, administrators, successors and assigns, hereby releases, acquits and forever discharges WHITECROW, JCR Services, LLC and each of their parents, subsidiaries and related entities, officers, directors, shareholders, persons, employees, agents, servants, representatives, members, attorneys, insurers, re-insurers, assigns, and affiliates and any and all other entities with whom they have been, are now, or may hereafter be affiliated, and any of their affiliated companies, predecessors, successors and assigns, as well as their past or present officers, directors, agents, representatives, attorneys, insurers, re-insurers, assigns, or employees (collectively "Releasees"), from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys' fees, losses and expenses, taxes or tax penalties known or unknown, suspected or unsuspected, filed or unfiled, of any kind or nature and whenever occurring that he may have or has had or could have had arising out of any known or unknown fact, condition or incident occurring prior to the date of this Agreement or as a result of this Agreement, including but not limited to those arising out of or in connection with any claims, demand, charges, or complaints, arising out of or in connection with the Action, the Settlement Payment, his alleged employment, the cessation thereof or any other interaction or relations with Releasees. This release includes, without limiting the generality of the foregoing: any and all claims, demands, causes of action, obligations,

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charges, liabilities, fees including attorneys' fees, fines, penalties, costs, actual, compensatory and punitive damages, and all claims for any other type of relief relating to, arising out of, or based upon: all claims of harassment, discrimination, and/or retaliation in violation of State or Federal law; all claims for failure to prevent harassment, discrimination, and/or retaliation; all claims of violation of public policy, including a claim for wrongful and/or constructive termination of his alleged employment; all claims based on tort and/or breach of contract, whether written or oral, express or implied, and any covenant of good faith and fair dealing; all claims for fraud, intentional and/or negligent misrepresentation; all claims for unpaid commissions, wages, or other benefits, including minimum wage, overtime, double time, vacation, associated penalties and/or premiums, and expense reimbursement; all claims for rest or meal periods and associated penalties and/or premiums; any claim for unlawful or unfair business practices; any and all claims for violations of the California Labor Code (including, but not limited to, California Labor Code section 132a); all claims for emotional distress; any and all claims which were or could have been asserted by RAMIREZ; and all claims generally relating to RAMIREZ's alleged employment and the cessation thereof, including any alleged violation of any federal, state or other governmental statute, regulation, ordinance, or executive order, including without limitation:

[redacted]

(7) The California Labor Code, specifically including, but not limited to the Private Attorney General Act pursuant to *Labor Code* § 2699, *et*

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seq. specifically including, but not limited to his individual claims and standing under the Private Attorney General Act pursuant to *Labor Code* § 2699, *et seq.*;

(20) Any class, group, representative or collective claims.

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Dated: 4/14/2026

Firmado por:
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EDUARDO GARIBAY RAMIREZ

Dated: 4/14/2026

WHITECROW, INC.

Shaun Stellman

Shaun Stellman, Authorized Agent