

ADDENDUM TO SETTLEMENT AND RELEASE AGREEMENT

The parties to this Addendum to Settlement and Release Agreement ("Addendum") are Plaintiff Denise Villarreal ("Plaintiff") and Defendants New Economics for Women ("NEW") and New Capital LLC ("New Capital") (collectively, the "Defendants"). Plaintiff and Defendants are referred to herein as the "Parties."

RECITALS

A. WHEAREAS, Plaintiff filed a complaint and first amended complaint against Defendants in the Superior Court of California, County of Los Angeles, Case No. 20STCV45400 (the "Action");

B. WHEREAS, Plaintiff and Defendants entered into a Confidential Settlement and Release Agreement on March 7, 2023 (the "Agreement"), on all claims which were or could have been asserted in the Action on the terms set forth in this Settlement Agreement;

C. WHEREAS, the parties intend hereby to modify/clarify any and all release provisions in reference to PAGA cause of the Action by entering into this Addendum to Settlement and Release Agreement (the "Addendum");

NOW THEREFORE, in consideration of the mutual promises made herein, the Parties agree as follows:

The Agreed Terms and Conditions

1. **Effective Date.** The "Effective Date" of this Addendum shall be the date of the last required signature hereto.

2. **Supersession.** The Addendum supersedes the Agreement in all respects except as to the terms, conditions and provisions which are not addressed in the Addendum.

3. **Release.**

As to her individual wage and hour claims only, set forth in First through Tenth causes of the Action:

Plaintiff, on behalf of herself and her respective past, present, and future representatives, attorneys, agents, heirs, successors and assigns hereby releases NEW, New Capital, plaintiff's supervisors, managers, and co-workers, of any kind, and NEW's and New Capital's past, present, and future employees, directors, officers, representatives, affiliates, attorneys, agents, benefit plan administrators or representatives, heirs, successors and assigns and each of them, to and from any and all claims, demands, causes of action, obligations, damages, and liabilities, whether or not now known, suspected, or claimed, that Plaintiff may possess against NEW and New Capital, of any kind, arising from any omissions, acts, or facts that have occurred up, until, and including the Effective Date of this Addendum, including without limitation: (a) any causes

of action of any kind or nature which Plaintiff may now have or claim to have against Defendants relating to the Action; and (b) any and all claims, causes of action, damages, promises or demands which could have been asserted in the Action.

Plaintiff agrees that the release set forth in the above Paragraph shall be and shall remain in effect in all respects as a complete and general release as to the matters released except as to Plaintiff's Eleventh cause of Action for PAGA [which is for the following counts: 1) Count One – Misclassification of Employee; 2) Count Two – Failure to Pay Overtime Wages; 3) Count Three – Failure to Pay Minimum Wages; 4) Count Four – Failure to Provide Meal Periods/Premium Pay; 5) Count Five – Failure to Provide Rest Breaks/Premium Pay; 6) Count Six – Failure to Pay Wages for All Time Worked; 7) Count Seven – Failure to Provide Accurate Wage Statements; 8) Count Eight – Failure to Indemnify Necessary Expenditures; and 9) Count Nine – Failure to Timely Pay Wages Owed at time of Separation.]

This release does not prohibit the LWDA and/or other aggrieved parties from litigating any PAGA claims that were raised by Plaintiff in the Action settled by the parties.

4. **Release of Unknown Claims.**

As to her individual wage and hour claims only, set forth in First through Tenth causes of the Action and exclusive of any and all claims under the Private Attorney General Act, Plaintiff represents that she is not aware of any claims against NEW, New Capital, or plaintiff's supervisors, managers, and co-workers, of any kind, except for those claims that are released by this Addendum. Moreover, Plaintiff agrees and represents that it is within her contemplation that she may have claims (except as to the claims under the Private Attorney General Act) against NEW, New Capital, or plaintiff's supervisors, managers, and co-workers, of any kind, which, at the time of her execution of this Addendum, she has no knowledge or suspicion, but that this Addendum extends to claims in any way based upon, connected with, or related to the matters described in Paragraph 4 above, whether or not known, claimed, or suspected by Plaintiff. Plaintiff acknowledges that she has been advised by legal counsel and is familiar with California Civil Code Section 1542, which provides as follows:

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 RELEASE PARTY.

Having been fully informed of the provisions of Civil Code section 1542, Plaintiff nevertheless hereby waives any rights which she may otherwise have to dispute the scope of this Addendum on the ground of said code section.

5. **Attorneys' Fees.** Each party to this Addendum shall bear their own attorneys' fees and costs in connection with the Action and this Addendum. If either Plaintiff or Defendants bring an action or otherwise seek to enforce this Addendum by reason of the breach

of any covenant, warranty, representation, or condition of this Addendum, or otherwise arising out of this Addendum, the prevailing party in such suit shall be entitled to its costs of suit and attorneys' fees.

6. **Execution in Counterparts.** This Addendum may be executed in one or more counterparts, each of which will be deemed an original and all of which shall together constitute the same instrument. A facsimile or copy of the Addendum shall constitute sufficient evidence of the originals of this Addendum for all purposes.

7. **Severability.** In the event any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Addendum shall continue in full force and effect without said provision.

8. **Entire Agreement.** This Addendum supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof and may be modified only in writing. No statements, promises or representations have been made by any Party to the other, or are relied upon, and no consideration has been or is offered, promised or expected other than that already received or set forth in this Addendum.

9. **Applicable Law.** This Addendum shall be governed by, construed in accordance with and enforced under the laws of the State of California. Venue for any action arising from or relating to this Addendum will be in Los Angeles County, California.

10. **Ambiguity.** Each of the parties hereto have been represented by counsel in the negotiating and drafting of this Addendum. Accordingly, the rules of construction of contracts relating to the resolution of ambiguities against the drafting party shall be inapplicable to this Addendum.

11. **Retention of Jurisdiction.** Pursuant to California Code of Civil Procedure Sec. 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Addendum and all orders and judgments entered into in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Addendum and all orders and judgments entered in connection therewith.

IN WITNESS HEREOF, the Parties have executed this Addendum on the respective dates set forth below.

**Executed:
By Plaintiff**

Dated: June 26, 2023

DENISE VILLARREAL

By Denise Villarreal
Denise Villarreal

[signatures continued on next page]

Executed:

By Defendants:

Dated: June 26, 2023

NEW ECONOMICS FOR WOMEN

By Magdalena Cuervo

Dated: June __, 2023

NEW CAPITAL LLC

By _____

APPROVED AS TO FORM

Dated: June __, 2023

MOORADIAN LAW, APC

By _____
Zorik Mooradian
Counsel for Plaintiff Denise Villarreal

Dated: June __, 2023

LARA & DAVIS LLP

By _____
Roberto Lara
Eric L. Davis
Counsel for Defendants
New Economics for Women and
New Capital LLC

[signatures continued on next page]

**Executed:
By Defendants:**

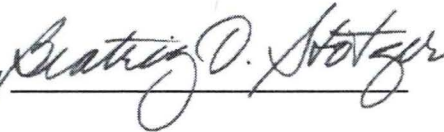
Dated: June __, 2023

NEW ECONOMICS FOR WOMEN

By _____

Dated: June 26, 2023

NEW CAPITAL LLC

By 

APPROVED AS TO FORM

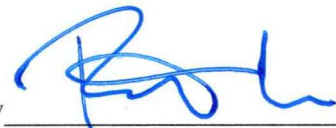
Dated: June 26, 2023

MOORADIAN LAW, APC

By 
Zorik Mooradian
Counsel for Plaintiff Denise Villarreal

Dated: June 26, 2023

LARA & DAVIS LLP

By 
Roberto Lara
Eric L. Davis
Counsel for Defendants
New Economics for Women and
New Capital LLC