

CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

The parties to this Confidential Settlement and Release Agreement ("Settlement Agreement") 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, Defendants deny the allegations asserted by Plaintiff in the Action;
- C. WHEREAS, Plaintiff and Defendants desire to settle all claims which were or could have been asserted in the Action on the terms set forth in this Settlement Agreement;

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

AGREEMENT

1. **Payment.** Upon receipt of a fully executed Settlement Agreement and a signed Form W-9, NEW shall pay Plaintiff the total sum of Seventy Thousand Two Hundred Dollars (\$70,200.00), payable in nine equal monthly installments of \$7,800, due, payable, and to be received by no later than the 5th day of each month commencing on April 5, 2023 (the "Settlement Payments"). NEW shall have five days to cure any failure to pay upon written or electronic notice to counsel for NEW. Each delayed installment payment may be considered as a single default and in the event of more than two defaults, Plaintiff may move the Court to have a judgment entered against NEW together with associated attorneys' fees and costs, less the installments received and negotiated as of the entry of said order/judgment. The Settlement Payments shall be made payable to the "Mooradian Law Client Trust Account," and delivered to Mooradian Law, APC, 24007 Ventura Blvd., Suite 210, Calabasas, CA 91302.

2. **Dismissal with Prejudice.** Within five (5) business days after each of the parties execute this Settlement Agreement, Plaintiff will cause to be filed with the Los Angeles County Superior Court a Request for Dismissal of all the individual claims against Defendants in the Action with prejudice and the Private Attorney General Act cause of action without prejudice, and shall serve counsel for Defendants with a file-stamped copy of the same.

3. **Effective Date.** The "Effective Date" of this Settlement Agreement shall be the date of the last required signature hereto.

4. **Release.** 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 Settlement Agreement, 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 this Paragraph shall be and shall remain in effect in all respects as a complete and general release as to the matters released.

5. **Release of Unknown Claims.** 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 Settlement Agreement. Moreover, Plaintiff agrees and represents that it is within her contemplation that she may have claims against NEW, New Capital, or plaintiff's supervisors, managers, and co-workers, of any kind, which, at the time of her execution of this Settlement Agreement, she has no knowledge or suspicion, but that this Settlement Agreement 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 Settlement Agreement on the ground of said code section.

6. **Indemnification.** Plaintiff shall protect and indemnify NEW against any and all liens, subrogation claims, and other rights that may be asserted by any person against the Settlement Payment.

7. **Treatment of Settlement Proceeds.** NEW makes no representation with respect to any income tax consequences which may flow from the above payment of the Settlement Payment. Plaintiff is solely responsible for all tax reporting obligations and for the payment of taxes which are due as a result of her receipt of the Settlement Payment pursuant to the terms of this Settlement Agreement, including taxes which might be assessed against NEW. Plaintiff agrees to pay all local, state, and federal income taxes or other assessments incurred by her, if

any, in connection with the payment of monies to Plaintiff or her attorneys under Paragraph 1 of this Settlement Agreement.

8. **Tax Indemnification.** Plaintiff and her attorneys agree to indemnify and hold harmless NEW from any liability for any taxes, penalties, or interest that may be assessed by any taxing authority due to the fact that NEW made, or failed to make, withholdings or deductions from the Settlement Payment. NEW is however responsible for any and all payroll taxes if applicable.

9. **Confidential Settlement.** Plaintiff agrees to maintain in complete confidence the existence of this Settlement Agreement, the contents and terms of this Settlement Agreement, and the consideration for this Settlement Agreement ("Settlement Information"). Except as required by law, Plaintiff agrees to disclose Settlement Information only to those attorneys, accountants, tribunals, and governmental entities who have a reasonable need to know of such Settlement Information, and to prevent disclosure of any Settlement Information to other third parties. Plaintiff and her attorneys agree that there will be no publicity, directly or indirectly, concerning any Settlement Information. Among other things, and without limitation, Plaintiff and her attorneys agree that they will not notify any media organizations, publishers or publications, broadcasters, civil rights groups or organizations, or any other groups or organizations of any kind whatsoever, whether directly or indirectly, personally or through friends or other individuals, concerning any Settlement Information; nor will Plaintiff or her attorneys post or distribute electronically or otherwise any Settlement Information in any manner whatsoever.

10. **No Admission of Liability.** Plaintiff understands and acknowledges that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by Defendants, either previously or in connection with this Settlement Agreement, shall be deemed or construed as (a) an admission of the truth or falsity of any claims heretofore made, or (b) an acknowledgment or admission by Defendants of any fault or liability whatsoever to Plaintiff or to any third party.

11. **Attorneys' Fees.** Each party to this Settlement Agreement shall bear their own attorneys' fees and costs in connection with the Action and this Settlement Agreement. If either Plaintiff or Defendants bring an action or otherwise seek to enforce this Settlement Agreement by reason of the breach of any covenant, warranty, representation, or condition of this Settlement Agreement, or otherwise arising out of this Settlement Agreement, the prevailing party in such suit shall be entitled to its costs of suit and attorneys' fees.

12. **Execution in Counterparts.** This Settlement Agreement 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 Settlement Agreement shall constitute sufficient evidence of the originals of this agreement for all purposes.

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

14. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties, fully 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 Settlement Agreement.

15. **Applicable Law.** This Settlement Agreement 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 Agreement will be in Los Angeles County, California.

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

17. **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 Agreement 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 Agreement and all orders and judgments entered in connection therewith.

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

Executed:

By Plaintiff

Dated: March 7, 2023

DENISE VILLARREAL

By  Text
Denise Villarreal

Executed:

By Defendants:

Dated: March 1, 2023

NEW ECONOMICS FOR WOMEN

By Text

[signatures continued on next page]

Dated: March __, 2023

NEW CAPITAL LLC

By _____

APPROVED AS TO FORM

Dated: March 7, 2023

MOORADIAN LAW, APC

By  _____
Zorik Mooradian
Counsel for Plaintiff Denise Villarreal

Dated: March __, 2023

LARA & DAVIS LLP

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

Dated: March __, 2023

NEW CAPITAL LLC

By _____

APPROVED AS TO FORM

Dated: March __, 2023

MOORADIAN LAW, APC

By _____
Zorik Mooradian
Counsel for Plaintiff Denise Villarreal

Dated: March 7, 2023

LARA & DAVIS LLP

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

14. **Entire Agreement.** This Settlement Agreement sets forth the entire agreement between the Parties, fully 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 Settlement Agreement.

15. **Applicable Law.** This Settlement Agreement 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 Agreement will be in Los Angeles County, California.

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

17. **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 Agreement 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 Agreement and all orders and judgments entered in connection therewith.

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

Executed:

By Plaintiff

Dated: March __, 2023

DENISE VILLARREAL

By _____
Denise Villarreal

Executed:

By Defendants:

Dated: March 13, 2023

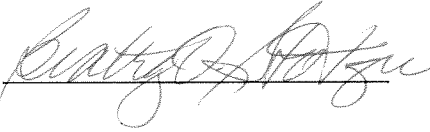
NEW ECONOMICS FOR WOMEN

By Maggi Cuenca

[signatures continued on next page]

Dated: March 13, 2023

NEW CAPITAL LLC

By 

APPROVED AS TO FORM

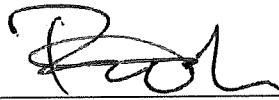
Dated: March __, 2023

MOORADIAN LAW, APC

By _____
Zorik Mooradian
Counsel for Plaintiff Denise Villarreal

Dated: March 7, 2023

LARA & DAVIS LLP

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