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Additional Attorney Information on Following Page

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

JUAN CARLOS NAVARETTE,

Plaintiff,

v.

BELLA VISTA DESIGNS dba FINAL TOUCH
S.B., TREVOR ZELLET, MARILYN JEAN
ZELLET, individually and dba FINAL TOUCH
S.B., a sole proprietorship, and DOES 1 through
20, inclusive,

Defendants.

Case No.: 23CV02958

Case Initiated: March 6, 2023

Hon. Thomas P. Anderle
Dept. 3

**JOINT STIPULATION AND PAGA
CLAIM SETTLEMENT AGREEMENT**

1 Trevor D. Large, Esq.
2 Fauver, Large, Archbald & Spray LLP
3 820 State Street, Fourth Floor
4 Santa Barbara, CA 93101
5 (805) 966-7716
6 TLarge@FLASllp.com

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Attorneys for Defendants, BELLA VISTA DESIGNS dba FINAL TOUCH S.B., TREVOR
ZELLET, MARILYN JEAN ZELLET, individually and dba FINAL TOUCH S.B., a sole
proprietorship,

Plaintiff JUAN CARLOS NAVARETTE (“Plaintiff”), on his behalf, and on behalf of the other “Aggrieved Employees” as defined herein on the one hand, and Defendants BELLA VISTA DESIGNS (separately and as) dba FINAL TOUCH S.B., TREVOR ZELLET, individually, and MARILYN JEAN ZELLET, individually and dba FINAL TOUCH S.B., a sole proprietorship (“Defendants”), on the other hand. Plaintiff and Defendants are hereinafter collectively referred to as the “Parties”. The Parties hereby submit this Joint Stipulation and PAGA Claim Settlement Agreement (“Agreement”), subject to the approval of the Court pursuant to Labor Code section 2699(1)(2).

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below:

1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Juan Carlos Navarette v. Bella Vista Designs dba Final Touch S.B., et. al.*, initiated on March 6, 2023, Santa Barbara County Superior Court Case No. 23CV02958.
2. “Administrator” means Defendants.
3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
4. “Aggrieved Employee” means a person employed by Defendants in California and classified as non-exempt, who worked for Defendants during the PAGA Period.
5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
6. “Aggrieved Employees’ Release” means the PAGA Claim being released by the Aggrieved Employees as described in Section III.C. below.
7. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available

sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

8. "Complaint" or "Operative Complaint" means Plaintiff's First Amended Complaint for: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay All Wages Due Upon Termination: Waiting Time Penalties; (4) Failure to Pay All Wages Earned; (5) Failure to Pay Overtime Wages; (6) Failure to Issue Accurate Itemized Wage Statements; (7) Failure to Timely Produce Personnel File; (8) Violation of California's Unfair Competition Act and (9) Violation of the Labor Code Private Attorneys General Act of 2004.

9. "Court" means the Superior Court of California, County of Santa Barbara.

10. "Defendants" means BELLA VISTA DESIGNS (separately and as) dba FINAL TOUCH S.B., TREVOR ZELLET, individually, and MARILYN JEAN ZELLET, individually and dba FINAL TOUCH S.B., a sole proprietorship.

11. "Defense Counsel" or "Defendants' Counsel" means **Trevor D. Large, Esq. of Fauver, Large, Archbald & Spray, LLP; 820 State Street, Fourth Floor Santa Barbara, CA 93101; (805) 966-7716; TLarge@FLASllp.com.**

12. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Claim Settlement Agreement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

13. "Gross Settlement Amount" or "GSA" means one hundred twenty-five thousand dollars and zero cents (\$125,000) which is the total amount Defendants agree to pay under the Settlement except as provided in Section III.F below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

- 1 14. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of
2 the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
3 Employee worked during the PAGA Period.
- 4 15. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 5 16. "LWDA" means the California Labor and Workforce Development Agency, the agency
6 entitled, under Labor Code section 2699, subd. (i).
- 7 17. "LWDA PAGA Payment" means 75% of the PAGA Penalties paid to the LWDA under
8 Labor Code section 2699, subd. (i).
- 9 18. "Net Settlement Amount" means the Gross Settlement Amount, less the following
10 payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA
11 Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the
12 Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees
13 as Individual PAGA Payments.
- 14 19. "PAGA Claim" or "Plaintiff's PAGA Claim" means the ninth cause of action for
15 Violation of the Labor Code Private Attorneys General Act of 2004, as alleged in
16 Plaintiff's Operative Complaint.
- 17 20. "PAGA Claim Settlement" means the disposition of Plaintiff's PAGA Claim effected by
18 this Agreement and the Judgement.
- 19 21. "PAGA Counsel" means Matthew Rabban, Esq. of the Law Offices of Matthew Rabban,
20 APC, and Eli Banayan, Esq. of Bana Legal Group, P.C., the attorneys representing the
21 Plaintiff in the Action.
- 22 22. "PAGA Counsel's Release" means the release by PAGA Counsel described in Section
23 III.C below.
- 24 23. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment"
25 mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys'
26 fees and expenses, respectively, incurred to prosecute the Action.
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- 1 24. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked
2 for Defendants for at least one day during the PAGA Period.
- 3 25. "PAGA Period" means the period from December 6, 2021, to April 8, 2024.
- 4 26. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 5 27. "PAGA Notice" means Plaintiff's December 6, 2022 and February 23, 2023 letters to
6 Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3,
7 subd.(a).
- 8 28. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the
9 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$18,196.67) and
10 the 75% to LWDA (\$54,590.00) in settlement of PAGA claims.
- 11 29. "Plaintiff" means Juan Carlos Navarette, the named plaintiff in the Action.
- 12 30. "Plaintiff's Individual Claims" mean the following causes of action alleged in Plaintiff's
13 Operative Complaint: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest
14 Periods; (3) Failure to Pay All Wages Due Upon Termination: Waiting Time Penalties;
15 (4) Failure to Pay All Wages Earned; (5) Failure to Pay Overtime Wages; (6) Failure to
16 Issue Accurate Itemized Wage Statements; (7) Failure to Timely Produce Personnel File;
17 and (8) Violation of California's Unfair Competition Act.
- 18 31. "Approval Order" means the proposed Court Order Granting Approval of PAGA
19 Settlement.
- 20 32. "Plaintiff's PAGA Claim Release" means the PAGA claim being released by the Plaintiff
21 as described in Section III.C below.
- 22 33. "Released Parties" means: Defendants and each of their former and present directors,
23 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
24 assigns, subsidiaries, and affiliates.
- 25 34. "Settlement" means the disposition of the Action effected by this Agreement and the
26 Judgment.
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II. RECITALS

A. Procedural History

On March 6, 2023, Plaintiff commenced this Action by filing a Complaint against Defendants Bella Vista Designs dba Final Touch S.B., and Trevor Zellet, captioned *Juan Carlos Navarette v. Bella Vista Designs dba Final Touch S.B., et. al.*, alleging causes of action for (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay All Wages Due Upon Termination: Waiting Time Penalties; (4) Failure to Pay All Wages Earned; (5) Failure to Pay Overtime Wages; (6) Failure to Issue Accurate Itemized Wage Statements; (7) Failure to Timely Produce Personnel File; (8) Violation of California's Unfair Competition Act and (9) Violation of the Labor Code Private Attorneys General Act of 2004. On July 24, 2023, Plaintiff filed his First Amended Complaint ("FAC") adding Defendant Marilyn Jean Zellet, individually and dba Final Touch S.B., a sole proprietorship, as a Defendant. The FAC is the Operative Complaint in the Action. Defendants deny the allegations in the Operative Complaint and deny any and all liability for the causes of action alleged.

Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

B. Mediation

On February 26, 2024, the Parties participated in a full day mediation with Nikki Tolt, Esq., a well-respected mediator in the area of employment law. Through good faith arms-length negotiations, the Parties reached a mutual understanding of the material terms of settlement of the PAGA claim, memorialized in this Agreement.

Prior to mediation, Plaintiff obtained the following data through formal and informal discovery: data regarding the total number of Aggrieved Employees.

C. Resolution of Plaintiff's Individual Claims

In addition, on February 26, 2024, the Parties reached an agreement to resolve Plaintiff's Individual Claims. The Parties agree to disclose the terms of the individual settlement agreement to the Court, to the extent necessary for purposes of approval of this Agreement.

1 D. Related PAGA and/or Class Matters

2 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any
3 other pending Class and/or PAGA matter or action asserting claims that will be extinguished or
4 affected by the Settlement.

5 **III. SETTLEMENT TERMS**

6 **A. Monetary Terms**

7 1. Gross Settlement Amount

8 Except as otherwise provided by Section III.F below, Defendants promise to pay
9 \$125,000, and no more as the GSA. Defendants have no obligation to pay the Gross Settlement
10 Amount prior to the deadline stated in Section III.B.3 of this Agreement. The Administrator will
11 disburse the entire GSA without asking or requiring Aggrieved Employees to submit any claim
12 as a condition of payment. No portion of the GSA will revert to Defendants.

13 2. Payments from GSA

14 The Administrator will make and deduct the following payments from the Gross
15 Settlement Amount, in the amounts specified by the Court in the Final Approval:

16 a. PAGA Counsel Fee Payment

17 A PAGA Counsel Fees Payment of not more than 33.33 % which is currently estimated
18 to be \$41,666.66 and PAGA Counsel Litigation Expenses Payment of not more than \$5,546.67.
19 Defendants will not oppose requests for Court approval of these payments provided that they do
20 not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for
21 PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a
22 PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than
23 the amounts requested, the Administrator will allocate the remainder to the Net Settlement
24 Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's
25 Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA
26 Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees
27 Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA
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Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

b. Administration Expenses Payment

An Administration Expenses Payment of not more than \$5,000.00. Plaintiff will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Defendants and/or Defense Counsel will file an application or motion for Administration Expenses Payment. If the Court approves an Administration Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Administration Expenses Payment using one or more IRS 1099 Forms. Defendant Bella Vista Designs assumes full responsibility and liability for taxes owed on the Administration Expenses Payment and holds Plaintiff harmless, and indemnifies Plaintiff, from any dispute or controversy regarding any division or sharing of any of this payment.

c. LWDA PAGA Payment and Individual PAGA Payments

PAGA Penalties in the amount of \$72,786.67 to be paid from the Gross Settlement Amount, with 75% (\$54,590.00) allocated to the LWDA PAGA Payment and 25% (\$18,196.67) located to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$18,196.67) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

1 **B. Settlement Funding and Payments**

2 1. Aggrieved Employee Pay Periods

3 Based on a review of its records to date, Defendants estimate there are 154 Aggrieved
4 Employees who worked a total 2,620 of PAGA Pay Periods.

5 2. Aggrieved Employee Data

6 No later than 14 calendar days after the Effective Date, Defendants will simultaneously
7 deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft *Excel*
8 spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the
9 Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of
10 this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to
11 Administrator employees who need access to the Aggrieved Employee Data to effect and perform
12 under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel
13 if it discovers that the Aggrieved Employee Data omitted employee identifying information and
14 to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without
15 any extension of the deadline by which Defendants must send the Aggrieved Employee Data to
16 the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith,
17 to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee
18 Data.

19 3. Funding of Gross Settlement Amount

20 Defendants shall fully fund the GSA by transmitting the funds to the Administrator on the
21 later of (a) the date which is sixty (60) calendar days after the Effective Date, or (b) September 1,
22 2024.

23 4. Payments from the GSA

24 Within 14 calendar days after Defendants fund the Gross Settlement Amount, the
25 Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment,
26 the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement
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of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

5. Mailing of Checks

The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

6. Returned Checks

The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

7. Uncashed Checks

For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

8. No Additional Benefits

The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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1 Plaintiff's PAGA Claim Release, the Aggrieved Employees' Release, and PAGA
2 Counsel's Release shall be effective on the date Defendants fund the GSA in its entirety.

3 **D. Motion for Approval of PAGA Claim Settlement**

4 1. Joint Application

5 The Parties agree to jointly prepare and file an application or motion for approval of this
6 Settlement. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously
7 finalizing and filing the application or motion for approval of this Settlement no later than 45 days
8 after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for
9 the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is
10 responsible for delivering the Court's approval order to the Administrator.

11 2. Plaintiff's Responsibilities

12 Plaintiff will prepare and deliver to Defense Counsel all documents necessary for
13 obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i)
14 a draft proposed Order Granting Approval of PAGA Claim Settlement Agreement; (ii) a signed
15 declaration from the Administrator attaching its "not to exceed" bid for administering the
16 Settlement and attesting to its willingness to serve; competency; operative procedures for
17 protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data
18 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
19 conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any
20 financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration
21 from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA
22 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
23 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
24 subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved
25 Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that
26 they are not aware of any other pending matter or action asserting claims that will be extinguished
27 or adversely affected by the Settlement.

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1 **G. Continuing Jurisdiction**

2 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the
3 Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
4 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
5 Judgment matters as are permitted by law.

6 1. Waiver of Right to Appeal

7 Provided the Judgment is consistent with the terms and conditions of this Agreement,
8 specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses
9 Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment,
10 including all rights to post-judgment and appellate proceedings, the right to file motions to vacate
11 judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not
12 include any waiver of the right to oppose such motions, writs or appeals. If another party appeals
13 the Judgment, the Parties' obligations to perform under this Agreement will be suspended until
14 such time as the appeal is finally resolved and the Judgment becomes final, except as to matters
15 that do not affect the amount of the Net Settlement Amount.

16 **H. Additional Provisions**

17 1. No Admission of Liability or Representative Manageability for Other Purposes.

18 This Agreement represents a compromise and settlement of highly disputed claims.
19 Nothing in this Agreement is intended or should be construed as an admission by Defendants that
20 any of the allegations in the Operative Complaint have merit or that Defendants have any liability
21 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
22 Defendants' defenses in the Action have merit. The Parties agree that representative treatment is
23 for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement,
24 Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the
25 right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to
26 settle the Action will have no bearing on, and will not be admissible in connection with, any
27 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

1 2. Integrated Agreement

2 Upon execution by all Parties and their counsel, this Agreement together with its attached
3 exhibits shall constitute the entire agreement between the Parties relating to the Settlement,
4 superseding any and all oral representations, warranties, covenants, or inducements made to or by
5 any Party.

6 3. Attorney Authorization

7 PAGA Counsel and Defense Counsel separately warrant and represent that they are
8 authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or
9 permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
10 execute any other documents reasonably required to effectuate the terms of this Agreement
11 including any amendments to this Agreement.

12 4. Cooperation

13 The Parties and their counsel will cooperate with each other and use their best efforts, in
14 good faith, to implement the Settlement by, among other things, modifying the Settlement
15 Agreement, submitting supplemental evidence and supplementing points and authorities as
16 requested by the Court. In the event the Parties are unable to agree upon the form or content of
17 any document necessary to implement the Settlement, or on any modification of the Agreement
18 that may become necessary to implement the Settlement, the Parties will seek the assistance of a
19 mediator and/or the Court for resolution.

20 5. No Prior Assignments

21 The Parties separately represent and warrant that they have not directly or indirectly
22 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or
23 entity and portion of any liability, claim, demand, action, cause of action, or right released and
24 discharged by the Party in this Settlement.

25 6. No Tax Advice

26 Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any
27 advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such
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1 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
2 amended) or otherwise.

3 7. Modification of Agreement

4 This Agreement, and all parts of it, may be amended, modified, changed, or waived only
5 by an express written instrument signed by all Parties or their representatives, and approved by
6 the Court.

7 8. Agreement Binding on Successors

8 This Agreement will be binding upon, and inure to the benefit of, the successors of each
9 of the Parties.

10 9. Applicable Law

11 All terms and conditions of this Agreement and its exhibits will be governed by and
12 interpreted according to the internal laws of the state of California, without regard to conflict of
13 law principles.

14 10. Cooperation in Drafting

15 The Parties have cooperated in the drafting and preparation of this Agreement. This
16 Agreement will not be construed against any Party on the basis that the Party was the drafter or
17 participated in the drafting.

18 11. Confidentiality

19 To the extent permitted by law, all agreements made, and orders entered during Action
20 and in this Agreement relating to the confidentiality of information shall survive the execution of
21 this Agreement.

22 12. Use and Return of Aggrieved Employee Data

23 Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies
24 and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with
25 the mediation, other settlement negotiations, or in connection with the Settlement, may be used
26 only with respect to this Settlement, and no other purpose, and may not be used in any way that
27 violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after
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1 the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall
2 destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants
3 unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written
4 request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee
5 Data.

6 13. Calendar Days

7 Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar
8 days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
9 legal holiday, such date or deadline shall be on the first business day thereafter.

10 14. Execution in Counterparts

11 This Agreement may be executed in one or more counterparts by facsimile, electronically
12 (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original.
13 All executed counterparts and each of them will be deemed to be one and the same instrument if
14 counsel for the Parties will exchange between themselves signed counterparts. Any executed
15 counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

16 15. Stay of Litigation

17 The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except
18 to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this
19 Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under
20 CCP section 583.310 for the entire period of this settlement process.

21
22 **IN WITNESS WHEREOF**, the parties hereto execute this Agreement and have caused
23 this Agreement to be executed by their duly authorized representatives.

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26 Date: 6/3/2024

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28 JUAN CARLOS NAVARETTE

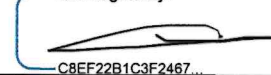
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Date: 6/14/2024

BELLA VISTA DESIGNS dba FINAL TOUCH
S.B.
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C8EF22B1C3F2467
Authorized Representative.

Date: 6/14/2024

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TREVOR ZELLET

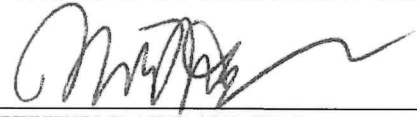
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MARILYN JEAN ZELLET, individually and dba
FINAL TOUCH S.B., a sole proprietorship

APPROVED AS TO FORM AND CONTENT

Date: 6/5/24

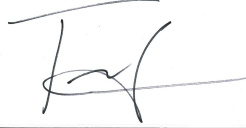
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Date: 6/5/2024

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FINAL TOUCH S.B., a sole proprietorship,