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*Attorneys for Plaintiff Raymon Gavaldon
and the Putative Class*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RAYMON GAVALDON, individually, and on
behalf of the State of California and other
aggrieved persons,

Plaintiffs,

v.

VICEROY IMPROVEMENT LLC, an Oregon
limited liability company; DABELLA
EXTERIORS, LLC, an Oregon limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 24CV019256
(Consolidated with Case No. 25CV004523)

**CLASS AND PAGA REPRESENTATIVE
ACTION**

**ADDENDUM NO. 1 TO CLASS ACTION
AND PAGA SETTLEMENT
AGREEMENT**

Judge: Hon. Jill H. Talley
Dept.: 8A

Complaint Filed: September 24, 2024
Trial Date: January 11, 2027

1 This Addendum No. 1 to Class Action and PAGA Settlement Agreement ("Addendum") is
2 entered into by and between Plaintiff Raymon Gavaldon ("Plaintiff") and Defendants Viceroy
3 Improvement, LLC and DaBella Exteriors, LLC ("Defendants" and collectively with Plaintiff, the
4 "Parties"), by and through their respective counsel, and is intended to amend and supplement the
5 Parties' Class Action and PAGA Settlement Agreement ("Agreement"). Capitalized terms not
6 otherwise defined in this Addendum have the same meaning as in the Agreement.

7 **RECITALS**

8 **A.** The Parties entered into the Agreement to resolve the class and representative claims
9 alleged in the Actions, subject to Court approval.

10 **B.** The Agreement states that the Gross Settlement Amount is \$780,000.00, subject to any
11 applicable adjustment under the Agreement's Escalator Clause.

12 **C.** The Parties desire to clarify and amend the Agreement to expressly allocate five percent
13 (5%) of the Gross Settlement Amount to PAGA Penalties.

14 **D.** Based on the current Gross Settlement Amount of \$780,000.00, five percent (5%) equals
15 \$39,000.00. The Parties intend this amount to be included within, and paid from, the Gross
16 Settlement Amount, not in addition to the Gross Settlement Amount, except to the extent the Gross
17 Settlement Amount is increased under the Agreement's Escalator Clause.

18 **AGREEMENT**

19 **1. PAGA Penalties Allocation.** The Agreement is amended to provide that PAGA
20 Penalties shall equal five percent (5%) of the Gross Settlement Amount. Based on the current Gross
21 Settlement Amount of \$780,000.00, the PAGA Penalties are \$39,000.00.

22 **2. Amendment to Paragraph 1.37.** Paragraph 1.37 of the Agreement is amended and
23 replaced in its entirety as follows:

24 **1.37 "PAGA Penalties"** means the total amount allocated from the Gross Settlement
25 Amount for settlement of the Released PAGA Claims. PAGA Penalties shall equal five percent
26 (5%) of the Gross Settlement Amount. Based on the current Gross Settlement Amount of
27 \$780,000.00, the PAGA Penalties are \$39,000.00, allocated sixty-five percent (65%) to the LWDA
28

as the LWDA PAGA Payment (\$25,350.00) and thirty-five percent (35%) to Aggrieved Employees as Individual PAGA Payments (\$13,650.00), subject to Court approval and applicable law.

3. Amendment to Paragraph 3.2.5. Paragraph 3.2.5 of the Agreement is amended and replaced in its entirety as follows:

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of five percent (5%) of the Gross Settlement Amount shall be paid from the Gross Settlement Amount. Based on the current Gross Settlement Amount of \$780,000.00, the PAGA Penalties are \$39,000.00, with sixty-five percent (65%) (\$25,350.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) (\$13,650.00) allocated to the Individual PAGA Payments.

4. Amendment to Paragraph 3.2.5.1. Paragraph 3.2.5.1 of the Agreement is amended and replaced in its entirety as follows:

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties, currently \$13,650.00, by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS Form 1099.

5. Effect of Any Escalator Adjustment. If the Gross Settlement Amount is increased under Paragraph 8 of the Agreement, the PAGA Penalties shall remain five percent (5%) of the adjusted Gross Settlement Amount unless the Parties agree otherwise in a further written amendment approved by the Court. The LWDA PAGA Payment and Individual PAGA Payments shall be adjusted proportionally under the same allocation stated above.

6. No Additional Payment Obligation. The PAGA Penalties described in this Addendum are included within the Gross Settlement Amount and shall not increase Defendant's payment obligation beyond the Gross Settlement Amount, any employer-side payroll taxes required by the Agreement, and any adjustment required under the Agreement's Escalator Clause or further order of the Court.

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7. Conforming Revisions. The Parties shall make any conforming revisions necessary to the Class Notice, the motion for preliminary approval, the proposed preliminary approval order, the motion for final approval, the proposed final approval order and judgment, settlement administration calculations, and any LWDA submission required by Labor Code section 2699, subdivision (s).

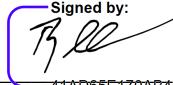
8. No Other Modifications. Except as expressly stated in this Addendum, all terms, conditions, releases, duties, deadlines, enforcement provisions, and other provisions of the Agreement remain unchanged and in full force and effect. If there is any conflict between this Addendum and the Agreement regarding PAGA Penalties, this Addendum controls.

9. Counterparts and Electronic Signatures. This Addendum may be executed in counterparts and by electronic signature. All executed counterparts shall constitute one agreement. The Parties intend that this Addendum be enforceable with the Agreement under Code of Civil Procedure section 664.6 and, to the extent applicable, Evidence Code sections 1122(a)(1) and 1123(b).

IT IS SO AGREED.

By the Parties:

DATED: 6/11/2026

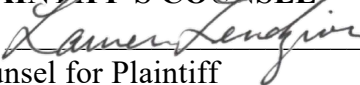
Signed by:

41AD65E170AB4DF...
Plaintiff Raymon Gavaldon

DATED:

Defendants Viceroy Improvement, LLC, DaBella Exteriors, LLC

APPROVED AS TO FORM:

DATED: 06/08/2026 **PLAINTIFF'S COUNSEL**

By: 
Counsel for Plaintiff

DATED:

DEFENDANT'S COUNSEL

By: _____
Counsel for Defendant

1 **7. Conforming Revisions.** The Parties shall make any conforming revisions necessary to
2 the Class Notice, the motion for preliminary approval, the proposed preliminary approval order,
3 the motion for final approval, the proposed final approval order and judgment, settlement
4 administration calculations, and any LWDA submission required by Labor Code section 2699,
5 subdivision (s).

6 **8. No Other Modifications.** Except as expressly stated in this Addendum, all terms,
7 conditions, releases, duties, deadlines, enforcement provisions, and other provisions of the
8 Agreement remain unchanged and in full force and effect. If there is any conflict between this
9 Addendum and the Agreement regarding PAGA Penalties, this Addendum controls.

10 **9. Counterparts and Electronic Signatures.** This Addendum may be executed in
11 counterparts and by electronic signature. All executed counterparts shall constitute one agreement.
12 The Parties intend that this Addendum be enforceable with the Agreement under Code of Civil
13 Procedure section 664.6 and, to the extent applicable, Evidence Code sections 1122(a)(1) and
14 1123(b).

15
16 **IT IS SO AGREED.**

17 **By the Parties:**

18 DATED: _____

19 Plaintiff Raymon Gavaldon

20 DATED: 114 _____
Domina W. Millan (Jun 9, 2026 07:55:23 PDT)

21 06/09/2026 Defendants Viceroy Improvement, LLC, DaBella Exteriors, LLC

22 **APPROVED AS TO FORM:**

23 DATED: **PLAINTIFF'S COUNSEL**

24 By: _____
Counsel for Plaintiff

25 DATED: 6/15/26 **DEFENDANT'S COUNSEL**

26 By: Raymon Gavaldon _____
27 Counsel for Defendant
28

Addendum_Gavaldon v Viceroy Improvement LLC

Final Audit Report

2026-06-09

Created:	2026-06-09
By:	Sara Perez (sarap@dabella.us)
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Transaction ID:	CBJCHBCAABAANUMnCTqfFETmDHBpqK_KWL-6qxYZ2m_

"Addendum_Gavaldon v Viceroy Improvement LLC" History



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Document emailed to Donnie McMillan (donniem@dabella.us) for signature

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Document e-signed by Donnie McMillan (donniem@dabella.us)

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Agreement completed.

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