

TOLLING AGREEMENT

This Tolling Agreement is made between Napa County (County) and Alan Charles Dell'Ario (Claimant). The County and Claimant are hereinafter referred to as "Parties," and individually as a Party.

RECITALS

WHEREAS Claimant asserts that he may have claims against County relating to the appointment of Planning Commissioners and the production of records under the California Public Records Act (the "Claims");

WHEREAS the County disputes any claims by Claimant and denies that there is any basis for such Claims;

WHEREAS the Parties hereto have agreed to toll and suspend all applicable statutes of limitation that might otherwise be asserted as a defense to any action brought by Claimant based on the Claims, subject to the provisions of this Tolling Agreement;

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. Tolling Period. Upon execution by the Parties, this Tolling Agreement shall toll any applicable statute of limitations during the period from August 28, 2025, to and including October 31, 2025. That time frame shall be referred to herein as the "Tolling Period."
2. Effect of Tolling Period. During and with respect to the Tolling Period, as defined above, the Parties waive and agree not to raise any defense, claim, and/or argument based upon, in whole or in part, an actual or purported failure by any Party to comply with contract or statutory requirements, statutes of limitation, waiver of contractual or other remedies,

estoppel, laches, or exhaustion, or to file a lawsuit, to assert a claim, to commence or prosecute any proceeding, or to take any type of legal action against the other Party related to the Claims or any cause of action that could be pursued based on the Claims. The Parties hereby waive any claim for the recovery of prejudgment interest that might accrue during the Tolling Period with respect to any claims or causes of action the Parties might assert against each other relating to the Claims or any cause of action that could be pursued based on the Claims.

3. No Waiver of Defenses. The Parties intend that the legal status quo shall be preserved and that their rights, remedies and defenses shall remain unaffected by the passage of time during the Tolling Period. Accordingly, this Tolling Agreement shall not preclude either Party from asserting defenses, claims and/or arguments that are not based upon (1) the passage of time, (2) the failure to file a lawsuit, to assert a claim or defense, or to commence or prosecute any proceeding, or (3) failure to take any other type of action against each other, during the Tolling Period.
4. No Admission of Liability. This Tolling Agreement is entered solely for the purpose of tolling and suspending all applicable statutes of limitation or claims of delay in any action that may be brought by the Parties, and it is not to be deemed or construed to be an admission of liability or a release or covenant to sue, or a waiver of any causes of action or defenses. Except as expressly provided herein, each Party retains all rights, defenses, and remedies that it may have with respect to the Claims.
5. Expiration/Termination. Upon the expiration of the Tolling Period, the limitations periods for any action shall resume running, and any remaining periods of time within which to

assert claims or defenses shall be preserved until such expiration. The Tolling agreement may be cancelled by one of the Parties upon thirty (30) days' written notice.

6. Extension or Modification. Any extension or modification of this Tolling Agreement must be in writing.
7. Signature. A signature transmitted by PDF format by email or facsimile shall be deemed the equivalent of an original signature.
8. Joint Preparation of Agreement. This Tolling Agreement shall be deemed to have been jointly prepared by the Parties and shall not be construed against one Party or the other in the event of any claimed uncertainty or ambiguity.
9. Integrated Contract. This Tolling Agreement constitutes a single, integrated written contract, expresses the entire agreement of the parties with respect to the subject matter of this Tolling Agreement and supersedes all negotiations and preliminary agreements.
10. Governing Law. This Tolling Agreement shall be governed by the laws of the State of California.
11. Counterparts: This Tolling Agreement may be executed in counterparts.
12. Notice: Any notice under this Tolling Agreement shall be delivered in writing (email or overnight delivery) as follows:

Claimant:

Alan Charles Dell'Ario
Law Office of A.
Charles Dell'Ario
P.O. Box 359
Napa, CA 94559
707.666.5351
charles@dellario.org

County:

Rebekah Reynolds
Deputy County Counsel
County Administration Building
1195 Third Street, Suite 301
Napa, CA 94559
707.253.4521
rebekah.reynolds@countyofnapa.org

Claimant:

Dated: 8/28/2025, 2025

By A. Charles Dell'Ario

Alan Charles Dell'Ario

County:

Dated: Aug. 28, 2025

By Rebekah Reynolds
Rebekah Reynolds
Deputy County Counsel