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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE TARIFA, as an individual and on behalf of all other aggrieved employees,

Plaintiff,

vs.

ELLIS FAMILY STORES, LLC, a California limited liability company; GLENDALE DODGE, LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 24STCV13954

[*Assigned for all purposes to the Hon. Theresa M. Traber, Dept. SSC-1*]

[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS' GENERAL ACT, REASONABLE ATTORNEYS' FEES, COSTS, AND SERVICE PAYMENT

Date: January 20, 2027
Time: 10:30 a.m.
Dept.: 1

Complaint filed: June 4, 2024
Trial Date: None Set

This matter came on regularly for hearing before this Court on January 20, 2027, at 10:30 a.m. Having considered the Parties' PAGA Settlement Agreement ("Settlement");[1] the documents and evidence presented in support thereof; and recognizing the disputed factual and legal issues involved in this case; the risks of further prosecution, the substantial benefits to be received by the State of California and the PAGA Members pursuant to the Settlement; and the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties, the Court hereby makes a final ruling that the Settlement is approved pursuant to Labor Code section 2699(l). Good cause appearing therefore, the Court hereby GRANTS Plaintiff Jose Tarifa's ("Plaintiff") Motion for Approval of Claims under the Private Attorneys General Act ("Motion") and ORDERS as follows:

1. The "PAGA Members" consist of all non-exempt employees who worked for Defendants Ellis Family Stores, LLC, and Glendale Dodge, LLC ("Defendants") in California during the time from June 4, 2023, through January 14, 2026 (the "PAGA Period").

2. The California Labor Workforce and Development Agency ("LWDA") has been provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(l)(2), (l)(4). In particular, on the date Plaintiff filed a Motion seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice requirements of PAGA.

3. The Court hereby approves the settlement as set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

4. The Court orders that Defendants shall fully fund the Gross Settlement Amount of $84,950.00 by transmitting the funds to the Administrator no later than thirty (30) days after Defendants receive the settlement accounting from the Settlement Administrator, pursuant to the terms of this Settlement.

[1] All terms used in this Order shall have the same meaning as that assigned to them in the Settlement Agreement, attached as Exhibit 1 to the Declaration of Sean M. Blakely submitted concurrently with the Motion.

5. The Court hereby approves, as to form and content, the proposed Notice of PAGA Settlement and Release of Claims submitted by the parties and included as Exhibit A to the Settlement.

6. The Court hereby appoints ILYM Group, Inc. as the Settlement Administrator.

7. Within twenty-one (21) days after the Effective Date, Defendants shall provide the Settlement Administrator with the PAGA Employee List containing each PAGA Member's full name, last known mailing address, Social Security number, and number of pay periods worked during the PAGA Period, pursuant to the terms of the Settlement.

8. Within ten (10) days after Defendants funds the Gross Settlement Amount, the Settlement Administrator shall mail checks for the LWDA Payment, Individual PAGA Payments, Fees Award, Cost Award, and Service Payment, in accordance with the terms of the Settlement.

9. The Court finds that attorneys' fees in the amount of one-third of the Gross Settlement Sum (currently estimated to be $28,316.66) for Plaintiff's Counsel, and reimbursement of litigation costs of $4,996.16 to Plaintiff's Counsel, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's Counsel as provided for in the Settlement Agreement.

10. The Court orders that the Settlement Administrator shall be paid up to $5,000.00 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

11. The Court finds that the requested Service Payment of up to $6,000.00 to Plaintiff is fair, adequate, and reasonable in recognition of the unique contributions he made and the risks he undertook, on behalf of the PAGA Members and the State of California, and orders that the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement Agreement.

12. The Court finds that the amount of $30,477.89, representing 75% of the PAGA Payment, allocated as PAGA civil penalties under the Settlement, to be paid to the California Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the

terms of the Settlement Agreement. The Court further finds that the amount of $10,159.29, representing 25% of the PAGA Payment, allocated as PAGA civil penalties under the Settlement, to be paid to the PAGA Members (i.e., Individual PAGA Payments) as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to PAGA Members on a pro rata basis in accordance with the terms of the Settlement and this Order.

13. Checks for Individual PAGA Payments sent to PAGA Members shall be valid for 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments uncashed for more than 180 days after issuance, shall be sent to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee.

14. The Court approves the scope of the release as set forth in the Settlement. Following entry of this Judgment and Order and the Gross Settlement Amount being fully funded, Plaintiff, the PAGA Members and the LWDA fully and finally release and discharge Defendants and each of their past, present and future agents, employees, servants, owners, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendants or any of their parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, consultants, joint ventures, affiliates, and alter-egos, and all of their respective past, present and future employees, directors, officers, agents, owners, attorneys, insurers, stockholders, fiduciaries, parents, subsidiaries, and assigns, and any person or entity that jointly employed or is alleged to have jointly employed Plaintiff with either or both Defendants (the "Released Parties") from any and all claims for civil penalties alleged in the Action and/or PAGA Notice (including Plaintiff's individual PAGA claims pending in the Arbitration), and all claims for civil penalties that could have been alleged in the Action and/or PAGA Notice based the facts, factual predicates, transactions or occurrences, and violated primary rights alleged as a basis for civil penalties in the Action. This release includes, without limitation, claims for civil penalties arising from allegations of unpaid wages, failure to pay minimum wages, failure to pay straight time compensation, failure to pay overtime compensation or double-time compensation; off-the-

clock work; any allegation that meal or rest periods were not provided, including any claim for any alleged failure to pay premiums for unprovided meal or rest periods, or failure to pay such premiums at the regular rate of compensation, and any claim for penalties arising out of or related to any or all of the aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement penalties, and late payment of wages penalties; and attorneys' fees and costs.

15. Plaintiff is directed to submit a copy of this Order and entry of judgment to the LWDA within ten (10) calendar days of the date of this Order and entry of judgment.

16. Plaintiff shall file a declaration confirming the final distribution of funds on or before January 21, 2028.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____ By:_____
Honorable Theresa M. Traber
Judge of the Superior Court