PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement is made by and between Jose Tarifa individually and on behalf of all other similarly situated and allegedly aggrieved employees and the LWDA on the one hand, and Ellis Family Stores, LLC and Glendale Dodge, LLC, on the other hand.

1. DEFINITIONS.

1.1. "Action" means the civil action filed by Plaintiff in the Los Angeles County Superior Court, titled *Jose Tarifa v. Ellis Family Stores, LLC, et al.*, Case No. 24STCV13954.

1.2. "Address Search" means the Administrator's search for PAGA Members' mailing addresses using all reasonably available sources, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator.

1.3. "Administrator" means ILYM Group, Inc.

1.4. "Administration Expenses" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its costs in accordance with the Administrator's bid as approved by the Court.

1.5. "Agreement" means this PAGA Settlement Agreement.

1.6. "Arbitration" means the arbitration proceedings pending in the American Arbitration Association titled *Jose Tarifa v. Ellis Family Stores, LLC, et al.*, AAA No. 01-25-0000-1001.

1.7. "Fees Award" means the amount authorized by the Court to be paid to Plaintiff's Counsel for the services they have rendered in prosecuting the Action.

1.8. "Court" means the Los Angeles County Superior Court.

1.9. "Defendants" means Ellis Family Stores, LLC and Glendale Dodge, LLC.

1.10. "Defense Counsel" means counsel for Defendants, Patricia M. Jeng and John Ellis of Sheppard Mullin Richter Hampton LLP.

1.11. "Effective Date" means the date that judgment entered pursuant to this Agreement becomes final. For purposes of this Agreement, the judgment "becomes final" only after the Court grants a motion for approval of the Agreement and upon the latter of (i) the period for filing any appeal, rehearing, writ, or other appellate proceeding challenging or opposing the Agreement has elapsed without any appeal, writ, or other appellate proceeding having been filed; (ii) any appeal, rehearing, writ or other appellate proceeding challenging or opposing the Agreement has been dismissed finally and conclusively with no right to pursue further remedies or relief and without impacting this Agreement; or (iii) any appeal, rehearing, writ or other appellate proceeding has upheld the Court's final order with no right to pursue further remedies or relief. In this regard, it is the intention of the parties that the settlement under this Agreement shall

not become effective, and Defendants will not be obligated to fund the settlement, until the Court's order approving the Agreement is completely final, and there is no further recourse by an appellant, objector, intervenor, or otherwise by anyone who seeks to contest the Agreement.

1.12. "Gross Settlement Amount" means **$84,950.00**, which is the total amount Defendants agree to pay under this Agreement that will be used to fund the Qualified Settlement Fund subject to the terms and conditions of this Agreement. The Gross Settlement Amount includes all Individual PAGA Payments, Administration Expenses, Fees Award, Cost Award, Service Payment, and the LWDA Payment.

1.13. "Individual PAGA Payments" refers to the individual PAGA Members' pro rata share of the PAGA Member Payment, calculated according to Section 3.2.5 of this Agreement.

1.14. "Cost Award" means the amount authorized by the Court to be paid to PAGA Counsel for the out-of-pocket expenses they have incurred in prosecuting the Action.

1.15. "LWDA" means the California Labor Workforce and Development Agency.

1.16. "LWDA Payment" means the 75% share of the PAGA Payment allocated to be paid to the LWDA under the version of Cal. Labor Code section 2699, subd. (m) applicable to PAGA actions for which notice to the LWDA was provided before June 19, 2024.

1.17. "PAGA Employee List" means the list of all PAGA Members that Defendants will diligently and in good faith compile from its records to accurately reflect employees' names, last known mailing address, Social Security number, and pay periods worked by the PAGA Members during the PAGA Period.

1.18. "PAGA Notice" means the notice submitted by Plaintiff to the LWDA on June 4, 2024, pursuant to the PAGA's administrative exhaustion provisions.

1.19. "Parties" means Jose Tarifa, Ellis Family Stores, LLC, and Glendale Dodge, LLC, collectively.

1.20. "Plaintiff" means Jose Tarifa.

1.21. "PAGA" means California's Private Attorneys General Act of 2004.

1.22. "PAGA Member Payment" means the 25% share of the PAGA Payment allocated to be paid to the PAGA Employees under the version of Cal. Labor Code section 2699, subd. (m) applicable to PAGA actions for which notice to the LWDA was provided before June 19, 2024.

1.23. "PAGA Period" means June 4, 2023, through January 14, 2026.

1.24. "PAGA Payment" means the Gross Settlement Amount, less the Cost Award, Fees Award, Service Payment, and Administration Expenses, which shall be paid in full satisfaction of the Released Claims as defined below.

1.25. "Plaintiff's Counsel" means counsel for Plaintiff, Haines Law Group, APC.

1.26. "PAGA Members" means all non-exempt employees who worked for Defendants in California during the PAGA Period.

1.27. "Qualified Settlement Fund" means the fund established and administered by the Administrator pursuant to Internal Revenue Code Section 1.468B-1 in connection with the Agreement.

1.28. "Released Claims" means the claims being released in connection with this Agreement, as set forth in full in Section 5, below.

1.29. "Released Parties" shall include 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.

1.30. "Service Payment" means the payment to Plaintiff for initiating and providing services in support of the Action in an amount up to Six-Thousand Dollars ($6,000), subject to Court approval.

2. RECITALS

2.1. Plaintiff seeks to represent himself, the LWDA, and PAGA Members and alleges claims that Defendants: 1) failed to pay minimum wages; 2) failed to pay overtime wages; 3) failed to provide meal periods and/or pay meal period premium wages; 4) failed to authorize and permit rest periods and/or pay rest period premium wages; 5) made unlawful deductions from earned wages; 6) failed to reimburse for necessary business expenditures; and 7) failed to provide and compliant wage statements. Plaintiff seeks civil penalties for these alleged legal violations pursuant to PAGA.

2.2. The Parties believe this Agreement constitutes a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement in arms-length negotiations, taking into account all relevant factors, present and potential, and will so represent to the Court. This Agreement was reached after informal discovery, and mediation before Craig Ackermann, Esq. The Parties arrived at this Agreement after the Parties investigated the facts and

the applicable law as applied to the facts discovered regarding Plaintiff's claims and potential defenses thereto, and the civil penalties claimed by Plaintiff.

2.3. The Parties agree that this Agreement reflects their good faith compromise of the claims raised by Plaintiff, based upon his assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. This Agreement does not constitute, is not intended to constitute, and will not be deemed to constitute, an admission of liability by Defendants as to the merits, validity, or accuracy of any of the allegations or claims made against them in the Action or Arbitration. Evidence produced or created by the Parties in connection with the Agreement do not constitute, are not intended to constitute, and will not be deemed to constitute, an admission by Defendants of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Subject to all terms of this Agreement, Defendants shall pay the Gross Settlement Amount, which is the maximum monetary amount payable by Defendants, on an all-in, non-reversionary basis in connection with this Agreement. In no event shall Defendants be required to pay or liable for more than the Gross Settlement Amount as a result of this Agreement, unless Defendants agree to a modification of this Agreement as set forth herein. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim or form as a condition of payment.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts approved by the Court:

3.2.1. Service Payment: The Service Payment shall be paid to Plaintiff, in addition to any Individual PAGA Payment that he may be entitled to receive as a PAGA Member. Plaintiff shall request Court approval for Service Payment to Plaintiff for initiating and providing services in support of the Action in an amount up to Six Thousand Dollars ($6,000).

If the Court approves a Service Payment less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment. The Administrator will pay the Service Payment using IRS Form 1099, provided that at the time of payment Plaintiff has provided the Administrator with executed IRS Forms W-9 and any other necessary forms as may be requested by the Administrator. A Service Payment of less than the requested amount will not give rise to a basis to abrogate this Agreement, and the Court has authority under this Agreement to reduce (or increase) the Service Payment.

3.2.2. Fees Award and Cost Award: The Fees Award and Cost Award shall be paid to Plaintiff's Counsel. Plaintiff will request Court approval of a Fees Award in the amount of up to thirty-five percent (35%) of the Gross Settlement Amount ($29,732.50), and a Cost Award in the amount of up to Seven Thousand Dollars ($7,000).

If the Court approves the Fees Award and/or Cost Award in an amount less than the amounts requested, the Administrator will allocate the difference to the PAGA Payment. The Administrator will pay the Fees Award and Cost Award using one or more IRS 1099 Forms, provided that at the time of payment Plaintiff's Counsel have provided the Administrator with executed IRS Forms W-9 and any other necessary forms as may be requested by the Administrator. A Fees Award or Cost Award of less than the requested amounts will not give rise to a basis to abrogate this Agreement, and the Court has authority under this Agreement to reduce (or increase) the Fees Award or Cost Award.

3.2.3. Administration Expenses: Administration Expenses shall be paid to the Administrator. Plaintiff shall request Court approval for Administration Expenses for the cost of administering the payments in accordance with this Settlement. To the extent the Administration Expenses are less or the Court approves payment less than the Administration Expenses set forth in this Agreement, the Administrator will allocate the difference to the PAGA Payment. The Administration Expenses shall not exceed Five Thousand Dollars ($5,000), except for a showing of good cause and as approved by the Court.

3.2.4. PAGA Payment: The PAGA Payment, as defined above, shall be paid to the PAGA Members and LWDA. Seventy-Five Percent (75%) of the PAGA Payment will constitute the LWDA Payment and be paid to the LWDA, and the remaining Twenty-Five (25%) of the PAGA Payment will constitute the PAGA Member Payment to be allocated and paid to PAGA Members. Based on variance in the Cost Award, Fees Award, Service Payment, and/or Administration Expenses, the PAGA Payment may increase or decrease accordingly. The Court has authority under this Agreement to increase (or reduce) the PAGA Payment, provided that the Gross Settlement Amount is not increased. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.5. Individual PAGA Payments / Tax Allocation: An Individual PAGA Payment shall be distributed to each of the PAGA Members, with each PAGA Member receiving a pro rata share of the PAGA Member Payment based on the number of pay periods worked during the PAGA Period. The Individual PAGA Payments shall be calculated by: (a) dividing the PAGA Member Payment by the total number of pay periods worked (estimated by pay periods employed) by all PAGA Members during the PAGA Period; and (b) multiplying the result by the number of pay periods the PAGA Member worked during the PAGA Period. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. PAGA Members assume full responsibility and liability for any individual taxes owed on their Individual PAGA Payment.

3.3. Estimated Pay Periods. Defendants estimate that the PAGA Members were employed for approximately 5,300 aggregate pay periods during the PAGA Period. If the number of pay periods employed by the PAGA Members during the PAGA Period that Defendants report to the Administrator exceeds 5,800, Plaintiff shall have the option to void this Agreement and the Memorandum of Understanding executed by the Parties on January 15, 2026, unless Defendants agree to increase the Gross Settlement Amount pro rata with the increase in pay periods over 5,800 or Defendants agree to modify the PAGA Period such that does not include more than 5,800 pay periods employed by the PAGA Members.

4. SETTLEMENT ADMINISTRATION.

4.1. Delivery of Employee Data to Administrator. Not later than twenty-one (21) days after the Effective Date, Defendants will deliver the PAGA Employee List to the Administrator. To protect PAGA Members' privacy, the Administrator must maintain the information and data on the PAGA Employee List in confidence, use the information and data only for purposes of administering this Agreement, and restrict access of information from the PAGA Employee List to Administrator employees who need access to the PAGA Employee List to effect and perform under this Agreement. The PAGA Employee List shall not be disclosed to Plaintiff's Counsel, Plaintiff, or any other PAGA Members without the written consent of Defendants. In the event that the Agreement is not finally approved by the Court, or if it is in any way altered or disapproved on appeal, the Administrator shall not thereafter use the PAGA Employee List, and shall destroy any and all copies or versions of the PAGA Employee List (including any in electronic form).

4.2. Settlement Accounting. No more than seven (7) days after the delivery of the PAGA Employee List to the Administrator, the Administrator will provide the Parties with an accounting of all anticipated payments from the Qualified Settlement Fund, including: (a) Administration Expenses; (b) Fees Award and Cost Award; (c) Service Payment; and (e) PAGA Payment (PAGA Member Payment and LWDA Payment), all as specified in this Agreement and approved by the Court.

4.3. Funding of Gross Settlement Amount. Within thirty (30) days after receipt of the settlement accounting from the Administrator and solely for purposes of this Settlement, and provided the Administrator has provided funding instructions to Defense Counsel, Defendants shall wire the Gross Settlement Amount into the Qualified Settlement Fund for distribution in accordance with the terms of this Agreement. At no time shall Defendants have the obligation to segregate the funds comprising the Gross Settlement Amount from other assets and will retain exclusive authority over, and responsibility for, those funds until the date those amounts are required to be funded pursuant to this Agreement.

4.4. Payments from the Gross Settlement Amount. Plaintiff agrees to provide the Administrator with an executed IRS Form W-9 and IRS Form W-4, and any other tax forms the Administrator may request, within five (5) days after the Effective Date and before the Service Payment is issued. Plaintiff's Counsel agree to provide an executed IRS Form W-9 and any other tax forms the Administrator may request, within five (5) days after the Effective Date and before the Fees Award and Cost Award are issued.

To the extent any tax returns must be filed for the Gross Settlement Amount pursuant to this Agreement, the Administrator shall cause to be timely and properly filed all informational and other tax returns, if any, necessary with respect to the Gross Settlement Amount. Such returns shall be consistent with this paragraph. Any expenses and/or costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, reasonable expenses of tax attorneys, accountants or other designees retained by the Administrator as required for the preparation and filing of tax returns described in this paragraph) shall be treated as, and

considered to be, a cost of administration of the settlement under this Agreement and shall be paid from the Administration Expenses.

4.5. Within ten (10) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for the LWDA Payment, Individual PAGA Payments, Fees Award, Cost Award, and Service Payment. Within ten (10) days after Defendants fund the Gross Settlement Amount, the Administrator shall pay from the Qualified Settlement Fund the Court-approved Administration Expenses.

4.5.1. The Administrator will issue checks for the Individual PAGA Payments and send them to PAGA Members 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 null and void. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, Administrator must update the recipients' mailing addresses using an Address Search. The checks issued for the Individual PAGA Payments shall be accompanied by a postcard in a form mutually agreed to by the Parties describing the nature of the Individual PAGA Payments.

4.5.2. The Administrator must conduct an Address Search for all other PAGA Members whose checks are returned undelivered without USPS forwarding addresses. Within seven (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 Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced, requested by the PAGA Member prior to the void date.

4.5.3. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date (i.e., 180 days after the date of mailing), the payment shall be distributed in accordance with California's unclaimed property laws.

4.5.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to PAGA Members beyond those specified in this Agreement.

4.5.5. The Administrator will send checks for Individual PAGA Payments to all PAGA Members, who have no right to opt-out, object to, or otherwise exclude themselves from the Agreement and release of PAGA claims set forth in this Agreement.

5. RELEASES OF CLAIMS.

5.1. Release by PAGA Members: As of the Effective Date, the Plaintiff, the PAGA Members, and the LWDA will fully and finally release and discharge 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.

6. MOTION FOR SETTLEMENT APPROVAL.

6.1. Approval Motion. Within 30 days of execution of this Agreement by all Parties, Plaintiff's Counsel shall prepare and file a motion to approve to approve the settlement in this Agreement and enter judgment. Plaintiff shall file declarations from Plaintiff's Counsel and the Plaintiff and a proposed order and proposed judgment in support of the motion for approval.. Plaintiff's Counsel shall provide drafts of the approval motion and all supporting documents to Defense Counsel no later than 5 business days prior to filing the motion.

6.2. Lifting of Stay. To the extent necessary to secure Court approval, Defendants will consent to lifting the stay of the Action ordered by the Court on for the limited purpose of obtaining approval of this Agreement. If necessary, Defendants will also consent to the Court approving this Agreement as it relates to Plaintiff's individual PAGA claims pending in the Arbitration.

6.3. LWDA Notice. Concurrently with the filing of the motion to approve the Agreement, Plaintiff will provide a copy of the Agreement to the LWDA in accordance with PAGA.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Agreement or forthcoming motion for approval, Plaintiff's Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant settlement approval or conditions any approval or review on any material change to this Agreements, Plaintiff's Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court's concerns.

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

6.6. Waiver of Right to Appeal. Provided that judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all PAGA Members, as applicable and provided in this Agreement, waive all rights to appeal from the judgment, including all rights to post-judgment and appellate proceedings, the right to file motions

to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals

6.7. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies judgment or an order approving this Agreement in a manner that requires a material modification of the Agreement (including, but not limited to, the scope of release to be granted by PAGA Members), this Agreement shall be null and void. The Parties shall agree to expeditiously work together in good faith to address the appellate court's concerns and to obtain approval and entry of judgment.

6.8. Agreement Void on Disapproval. If the Court fails to approve the Agreement, or judgment on the agreement fails to become final for any reason, including reversal or vacatur of the judgment or an order approving the agreement, and the Parties fail to obtain approval and final judgment after cooperating in good faith to rectify the issues resulting in disapproval, this Agreement shall be void and the Parties shall be returned to the status quo ante prior to executing this Agreement and prior to executing the Memorandum of Understanding on January 15, 2026, including restoring the stay of the Action pending conclusion of the Arbitration.

7. ADDITIONAL PROVISIONS.

7.1. No Admissions. This Agreement represents a compromise and settlement of disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Parties that any of the allegations or the defenses in the Action or the Arbitration have merit or that there is any liability for any claims asserted or that any claims may proceed on a class, collective, or representative basis. The Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Agreement).

7.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit or encourage any PAGA Members to opt out of or object to the Agreement, or appeal from a judgment entered pursuant to the Agreement. Nothing in this paragraph shall be construed to restrict Plaintiff's Counsel's ability to communicate with PAGA Members in accordance with Plaintiff's Counsel's ethical obligations owed to PAGA Members under this Agreement.

7.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together shall constitute the entire agreement between the Parties relating to the settlement of PAGA claims in the Action and Arbitration, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party on the subject of PAGA settlement.

7.4. Attorney Authorization. Plaintiff's Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

7.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Agreement.

7.6. No Tax Advice. Neither the Parties, Plaintiff's Counsel, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties and PAGA Members are not relying on any statement, representation, or calculation by any of the Parties or by the Administrator in this regard. Plaintiff and the PAGA Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein, and Plaintiff and Plaintiff's Counsel will hold Defendants, Defense Counsel and the Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. The Parties to this Agreement (for purposes of this section, the "acknowledging party" and each party to this agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon their own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

7.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties.

7.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

7.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

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

7.11. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

7.13. Publicity. The Parties agree that neither Plaintiff nor Plaintiff's Counsel shall issue any press release or announcement related in any way to the Agreement. Plaintiff and Plaintiff's Counsel agree that, prior to submitting the Agreement for Court approval, they will keep the terms of the Agreement confidential. From and after filing for approval of the Agreement, Plaintiff's and Plaintiff's Counsel may comment regarding the specific terms of the Agreement (1) as required by law; (2) as required under the terms of the Agreement; or (3) as required under counsel's duties and responsibilities as Plaintiff's Counsel. In all other cases, Plaintiff and Plaintiff's Counsel agree to limit their statements regarding the terms of the Agreement, whether oral, written or electronic, to say the PAGA claims in the Action and the Arbitration have been resolved and that Plaintiff and Plaintiff's Counsel are satisfied with the terms of the settlement. Plaintiff's Counsel shall not, at any time, advertise or mention the terms of the Agreement on personal or firm website(s); shall not discuss the terms of the Agreement with media, general public, or issue press releases; and shall limit any statements regarding the terms of the Agreement to that information that is publicly available. Nothing in this Paragraph is intended to interfere with Plaintiff's Counsel's duties and obligations to faithfully discharge their duties as Plaintiff's Counsel, including but not limited to, communicating with PAGA Members regarding the Agreement.

7.14. This Settlement is Fair, Adequate and Reasonable. The Parties believe the this Agreement is a fair, adequate and reasonable settlement of the PAGA claims in the Action and the Arbitration and have arrived at the Agreement in arms-length negotiations, taking into account all relevant factors, present and potential. This Agreement was reached after extensive negotiations and mediation with a respected wage and hour mediator.

7.15. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Jose Tarifa

Date: 10/12/26

Jose L. Tarifa (Oct 12, 2026 12:09:38 PDT)

Jose Tarifa

Defendant Ellis Family Stores, LLC

Date: _____

_____

By: _____

Title: _____

Defendant Glendale Dodge, LLC.

Date: _____

_____

By: _____

Title: _____

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Jose Tarifa

Date: _____ _____

Jose Tarifa

Defendant Ellis Family Stores, LLC

Date: 10/12/2026 _____

DocuSigned by: David Ellis 2EA127BE881F470...

By: David J. Ellis

Title: President

Defendant Glendale Dodge, LLC.

Date: 10/12/2026 _____

DocuSigned by: David Ellis 2EA127BE881F470...

By: David J. Ellis

Title: President