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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, SSC-1*]

DECLARATION OF SEAN M. BLAKELY IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS' GENERAL ACT AND 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

DECLARATION OF SEAN M. BLAKELY

I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiff Jose Tarifa ("Plaintiff") and the PAGA Members in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein & Marias I assisted trial attorneys in employment and personal injury cases. From September 2011 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused on representing employees in wage and hour class actions. My work at Mahoney Law Group, APC also included representing employees in individual claims for wrongful termination, harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I performed at Mahoney Law Group, APC included: conducting client intakes, performing pre-filing research and analysis, drafting complaints, attending court hearings, corresponding with opposing counsel, drafting and responding to written discovery, preparing for and taking and defending depositions, analyzing payroll and timekeeping records and employee handbooks, opposing motions for summary judgment, as well as a variety of other motions such as motions for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to quash, and motions for class certification, drafting mediation briefs, attending mediations, drafting long-form settlement agreements, drafting motions for preliminary and final settlement approval, and overseeing the notice process.

3. Since November 8, 2016, I have worked at my current firm, Haines Law Group, APC, where, in 2020, I became a Partner. I am currently responsible for managing over fifty (50) active wage and hour class and representative actions in both state and federal court.

4. The following is a non-exhaustive list of wage and hour class actions in which I have been appointed as class counsel and/or played a significant role in prosecuting the litigation, and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al,* Case No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding (granted final approval of settlement on behalf of employees at rehabilitation facility involving claims for unpaid wages and meal and rest period violations, and other claims, in which I was approved at an hourly rate of $325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance Medical Center, Inc*., California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement on behalf of healthcare workers for unpaid wages, meal and rest period violations, and other claims, in which I was approved at an hourly rate of $325 for work performed in 2012-2013); *Arteaga v. Command Center Security, Inc.,* Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving claims for unpaid overtime, meal and rest period violations, and other claims, in which I was approved at an hourly rate of $425 for work performed in 2012-2015); *Casadine v. Maxim Healthcare Services, Inc*., Case No. CV 12-10078-DMG (CWx), United States District Court, Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement on behalf of home health care employees involving claims for unpaid wages and other claims, in which I was approved at an hourly rate of $425 for work performed in 2012-2015); *Guzman v. Andrew Lauren Interiors, Inc.*, *et al*., Case No. BC567757, California Superior Court, Los Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf of construction workers involving claims for unpaid wages, meal and rest period violation, and other claims, in which I was approved at an hourly rate of $425 for work performed in 2014-2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period violations, and other claims, in which I was approved at an hourly rate of $425 for work performed in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior

Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and related violations, approved at hourly rate of $475 for work performed in 2016 and 2017); *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees of a chemical manufacturing company involving claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al*., Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et al*., Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F. Highberger presiding (granting final approval of settlement involving claims for wage statement violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al*., Case No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement on behalf of direct support professionals involving claims for unpaid wages, meal and rest period violations, wage statement violations, and other claims); *Aguilar v. Act Fulfillment, Inc*., Case No. RIC1616643, California Superior Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval v. AMCOR Flexibles Inc*., Case No. BC617499, California Superior Court, Los Angeles County, Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of manufacturing employees involving claims for unpaid wages, meal period violations, rest period violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C*., Case No. RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement on behalf of non-exempt employees of a freight railcar manufacturer involving claims for unpaid overtime and minimum wages, meal period violations, and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of

settlement involving claims for unpaid overtime and minimum wages, rest period violations, wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt direct support professionals involving claims for meal and rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary expenditures, and other claims); *Banegas v. UPM, Inc*., Case No. BC644438, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages, meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc*., Case No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc*., Case No. 30-2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting final approval of settlement on behalf of non-exempt garment employees involving claims for unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v. Fabrica International, Inc*., Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v. Piercey West, Inc*., Case No. BC656874, California Superior Court, Los

Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons and other employees involving claims for unpaid wages, meal and rest period violations, unreimbursed business expenses, and other claims); and *Matthew Tovar, et al. v. Rentokil North America, Inc*., Case No. BC676386, California Superior Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc*., Case No. CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman presiding (granting final approval of settlement on behalf of sales development representatives involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy Aguilar, et al. v. Aero Port Services, Inc*., Case No. BC659234, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for meal and rest period violations, and other claims); *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al*., Case No. RIC1709905, California Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid wages, meal and rest period violations, other claims); and *Julio Alfaro v. Orange Automotive d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court, Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period violations, unreimbursed business expenses, and penalty claims).

5. I have also moved to certify and have received an order certifying a class action in *Ontiveros v. Safelite Fulfillment, Inc., et al*., Case No. CV 15-7118-DMG (RAOx), United States District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for rest period violations, wage statement violations, meal period violations, and overtime and double-time violations); *Vazquez v. Kraft Heinz Foods Company,* Case No. 16-CV-02749-WQH (BLM), United States District Court, Southern District of California, Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes, wage

statement class, and waiting time penalty class); *McDonald, et al. v. Sierra Pacific Industries,* Case No. 191133, Shasta County Superior Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest period violations, unpaid wages, unreimbursed business expenses, wage statement violations, and waiting time penalties); *Rosales v. Laclede, Inc.*, Case No. 20STCV01184, Los Angeles Superior Court, Hon. Stuart M. Rice, presiding (certifying three classes for meal period violations, unpaid wages, and waiting time penalties); and *Quincy Calloway v. Lightstorm Entertainment, Inc., et al.*, Case No. 24STCV05939, Los Angeles County Superior Court, Honorable Theresa M. Traber presiding (certifying claims for unpaid overtime wages, wage statement violations, and waiting time penalties).

6. In each year from 2018-2023, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year. In each year from 2024 through 2026, Thomson Reuters recognized Mr. Blakely as a "Super Lawyer" in the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

7. As counsel for Plaintiff and the PAGA Members in this case, I have been intimately involved in every aspect of this case from its inception, and I believe the proposed Settlement is a favorable result for the PAGA Members and the State of California.

8. Defendants Ellis Family Stores, LLC, a California limited liability company, and Glendale Dodge, LLC, a California limited liability company, have been in operation for more than 40 years and own and operate two car dealerships: Glendale Dodge, LLC owns and operates Glendale Dodge Chrysler Jeep Ram, and Ellis Family Stores, LLC owns and operates Glendale Alfa Romeo and Fiat.

9. On June 4, 2024, Plaintiff filed a class action complaint against Defendants Ellis Family Stores, LLC and Glendale Dodge, LLC (collectively, "Glendale Dodge") asserting causes of action for: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) unlawful deductions from earned wages; (6) failure to reimburse for necessary business expenditures; (7) wage statement violations; and (8) unfair

competition. That same day, Plaintiff submitted his notification letter to the LWDA and Glendale Dodge regarding Glendale Dodge's alleged Labor Code violations and his intent to pursue a PAGA representative action, as required by Labor Code § 2699.3. Attached hereto as **Exhibit 2** is a true and correct copy of the Plaintiff's June 4, 2024 PAGA letter. On August 9, 2024, after exhausting his pre-filing PAGA requirements under Labor Code § 2699.3(a)(2)(A), Plaintiff filed the operative First Amended Class and Representative Action Complaint ("FAC") in this Court. During the Parties' initial meet and confer discussions, Glendale Dodge produced an arbitration agreement signed by Plaintiff during his employment with Glendale Dodge that contained a class action waiver. On December 30, 2024, the court ordered Plaintiff's individual and non-representative PAGA claims to arbitration, stayed his representative PAGA claims, and dismissed without prejudice his class claims.

10. On January 14, 2026, the Parties participated in mediation with Craig J. Ackerman, Esq., a well-respected wage and hour mediator. Prior to mediation, Glendale Dodge produced, through informal discovery, information and documents pertaining to Plaintiff and other Aggrieved Employees, including, but not limited to, payroll and timekeeping records for Plaintiff and approximately 10% of the Aggrieved Employees. Additionally, Glendale Dodge provided several data points, including the number of Aggrieved Employees and the number of aggregate pay periods worked by Aggrieved Employees during the PAGA Period, and its employee handbook and other written policies in effect during the PAGA Period, in order for Plaintiff's counsel to investigate Plaintiff's allegations and value the claims prior to mediation. Plaintiff conducted a comprehensive analysis and extrapolation of the data produced by Glendale Dodge to calculate Glendale Dodge's potential PAGA exposure. My office used this analysis to evaluate Plaintiff's claims and drafted a comprehensive mediation brief. My office attended a full-day mediation, expended significant effort in preparing the settlement documents, this Motion, and supporting documents, and will oversee the settlement administration process.

11. During mediation, the Parties vigorously debated Plaintiff's ability to proceed on a representative basis, the legal basis for Plaintiff's claims and defenses, the potential amount of penalties, and the Parties' data analyses and conclusions based thereon. With the assistance of

Mr. Ackerman, the Parties agreed to fully and finally resolve Plaintiff's PAGA claim. Over the following months, the Parties negotiated and finalized the Settlement now before the Court.

12. A true and correct copy of the fully-executed PAGA Settlement Agreement is attached hereto as **Exhibit 1**. The Proposed Notice of PAGA Settlement and Release of Claims is attached as **Exhibit A** to the Settlement Agreement. The Settlement provides for a non-reversionary Gross Settlement Amount of $84,950.00. After deducting amounts for requested attorneys' fees ($28,316.66), litigation costs ($4,996.16), Plaintiff's service payment ($6,000.00), and settlement administration costs ($5,000.00), the Settlement provides for distribution of a PAGA Payment of approximately $40,637.18 to be paid to Aggrieved Employees and the LWDA. The PAGA Payment shall be distributed 75% (approximately $30,477.89) to the LWDA, and 25% (approximately $10,159.29) to Aggrieved Employees. There are approximately 143 Aggrieved Employees, resulting in average payments of approximately $71.04 to each Aggrieved Employee.

13. Although Plaintiff steadfastly maintains his claims are meritorious, Plaintiff acknowledges that there are substantial risks and uncertainty in proceeding to trial. Glendale Dodge successfully enforced Plaintiff's arbitration agreement against him, and on December 30, 2024, the court compelled Plaintiff's individual PAGA claims to arbitration and stayed his representative PAGA claims.

14. Glendale Dodge also presented multiple defenses with respect to Plaintiff's claims. For example, Plaintiff contends that Glendale Dodge paid Plaintiff and other non-exempt employees on a piece-rate or commission basis per repair completed (noted as "Dodge Flat Flag Rate" or "tech efficiency" bonuses), and that they were not separately compensated for time spent working on non-repair-related tasks, which were not and could not be compensated on a commission basis. Glendale Dodge counters that its pay plan directly compensates technicians on an hourly basis for all time worked, with a production bonus based on flag hours paid on top of the hourly pay, and that this structure complies with California law and separately compensates for paid rest periods. .

15. With respect to Plaintiff's meal period claims, Glendale Dodge counters that it

maintained compliant written meal period policies throughout the PAGA Period and provided compliant meal periods in line with those policies. Glendale Dodge further contends that it has always provided employees with the opportunity to take meal periods and is not required to ensure they are taken. Additionally, Glendale Dodge maintains that when employees worked shifts in excess of 10.0 hours (but less than 12.0 hours), it provided them a second meal period, and any employee who did not take that second meal period voluntarily chose not to do so. Finally, Glendale Dodge maintains Plaintiff's meal period claim is not suited for representative treatment, since individual inquiries would be needed to assess which employees, if any, took non-compliant or missed meal periods, how many meal periods were non-compliant or missed, the reasons why a particular employee did not take a meal period on a particular shift, and (for second meals) whether they voluntarily chose not to take the meal period.

16. With respect to Plaintiff's rest period claims, Glendale Dodge contends that it has maintained and enforced compliant written rest period policies/practices and has always authorized and permitted employees a 10-minute rest period for each four (4) hours worked, or major fraction thereof, as required under the Wage Order, and that any failure to take rest periods was a result of employee choice rather than any Glendale Dodge policy and/or practice. Glendale Dodge further argues that Plaintiff's rest period claim is not amenable to representative treatment, since individual inquiries would be required to determine which employees failed to take rest periods, how many rest periods they failed to take, and the reasons why each employee failed to take rest period(s) on a particular shift. These manageability concerns are especially present with respect to rest period claims, Glendale Dodge argues, given that rest periods are not, and need not be, recorded.

17. With respect to Plaintiff's reimbursement claims, Glendale Dodge maintains that, although technicians were required to provide their own tools, the applicable Wage Order permits an employer to require "an employee whose wages are at least two (2) times the minimum wage provided herein . . . to provide and maintain hand tools and equipment customarily required by the trade or craft." Glendale Dodge contends that Aggrieved Employees fell within this exception to the general reimbursement rule of Labor Code § 2802 and therefore were not entitled to

reimbursement for their tools.

18. As a result of Glendale Dodge's alleged failure to pay all minimum wages, overtime wages, meal and rest period premiums, and reimbursement of necessary business expenditures, Plaintiff alleges derivative PAGA claims for failure to issue accurate and itemized wage statements. In response, Glendale Dodge argues that Plaintiff's underlying claims will fail and, as a result, the derivative claims will also fail. Glendale Dodge also maintains that any "derivative" PAGA claims for violations of Labor Code Sections 226 or 203 would be entirely duplicative and would be unlikely to be awarded in any significant manner by a Court.

19. Glendale Dodge further maintains that even if the Court awarded PAGA penalties for any of the alleged violations, it would substantially reduce the penalties based on the discretionary factors in Labor Code § 2699(e)(2). Indeed, Glendale Dodge argues, many courts have reduced PAGA penalties drastically where, as here, the employer presented good-faith defenses and attempted to comply with the law.

20. Based on data provided by Glendale Dodge, there were approximately 5,300 Pay Periods worked by the Aggrieved Employees during the PAGA Period. Therefore, assuming that Plaintiff could prove at least one Labor Code violation in each and every pay period, Plaintiff calculated Glendale Dodge's maximum PAGA exposure at $530,000.00 (5,300 pay periods * $100 per violation). In light of Glendale Dodge's arguments and defenses described above, Plaintiff discounted that figure by 50% for a risk of losing on the merits and/or not recovering a PAGA penalty in each and every pay period, and by an additional 65% for risk of the Court reducing penalties, to arrive at a realistic exposure of approximately $92,750.00. In the face of Glendale Dodge's defenses on the merits and the Court's discretion to reduce PAGA penalties, Plaintiff felt that the negotiated settlement of $84,950.00, which represents approximately 91.5% of Plaintiff's reasonably forecasted total recovery, was clearly in the best interests of the LWDA and the Aggrieved Employees and was well within the range of reasonableness.

21. The request for administration costs of $5,000.00 is also fair and reasonable. ILYM Group, Inc. ("ILYM") was selected because it is an experienced settlement administrator and returned a reasonable bid. Moreover, ILYM will perform several important functions that are

integral to the implementation of the Settlement. As detailed in the declaration of Anthony Rogers, submitted concurrently with this Motion, ILYM will perform duties in connection with this Settlement that are integral in effectuating the Settlement and the Notice process. Among other things, ILYM will calculate each Individual PAGA Payment, update addresses contained in Glendale Dodge's data, format and translate the Proposed Notice of PAGA Settlement and Release of Claims, and otherwise prepare it for mailing, mail the Notice to the Aggrieved Employees, keep the Parties informed of the status of the mailing, and otherwise administer the Settlement. Its requested fee is therefore reasonable.

22. My office is requesting attorneys' fees of one-third of the Gross Settlement Amount (i.e., $28,316.66). Based on my experience in similar wage and hour class and representative PAGA actions in California state courts, fee awards in matters such as this one generally equal about one-third of the gross recovery. In addition, and as explained below and in the accompanying Motion, the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent basis. This case involved nuanced legal issues, including the legality of Glendale Dodge's piece-rate compensation plan, its obligations to "provide" meal periods and "authorize and permit" rest periods, as well as the availability and amount of PAGA civil penalties for the alleged Labor Code violations. Given the considerable potential for adverse outcomes in this case, the contingent risk borne by Plaintiff's counsel was great. Thus, the requested fee award is fair, reasonable and adequate and should be approved.

23. Since undertaking representation of Plaintiff, my office has dedicated substantial resources to this litigation without receiving any compensation to date. My office is requesting reimbursement of $4,996.16 in total costs, which includes anticipated filing fees of $82.15 for the filing of the instant Motion, $20.55 for the filing of the Final Accounting Declaration, as well as $147.00 for Case Anywhere service fee charges ($49.00 per month for three months, October 2026 through December 2026). A detailed line-item report of the costs incurred by my office is attached hereto as **Exhibit 3**. These costs include filing fees, service charges, copying costs, and other expenses that were all reasonably incurred in the prosecution of this litigation on behalf of

Plaintiff and the Aggrieved Employees.

24. In this case, Plaintiff's counsel has a lodestar of approximately $116,790.00 without the use of any multiplier, resulting in a *negative* multiplier compared to the $28,316.66 fee request. Below is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm on this case.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (20th Year Attorney)	$975	3.6	$3,510.00
Sean M. Blakely (17th Year Attorney)	$900	52.4	$47,160.00
Joel M. Gordon (15th Year Attorney)	$800	79.5	$63,600.00
Firm Paralegals	$175	14.4	$2,520.00
Total Lodestar			**$116,790.00**

25. Plaintiff's counsel submits that the billing rates used are reasonable in view of the market rates and the rates at which Plaintiff's counsel has been approved at in other courts. My firm works exclusively on a contingency fee basis. Mr. Haines' proposed hourly rate of $975, my proposed hourly rate of $900, and Mr. Gordon's proposed hourly rate of $800 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit 4**.

26. I believe the requested service payment $6,000.00 for the Plaintiff is reasonable given the Plaintiff's efforts in this case and the risks he undertook on behalf of the Aggrieved Employees. Plaintiff provided substantial factual information and documents to counsel, assisted in identifying potential witnesses, and participated in numerous discussions with Plaintiff's counsel regarding the case. Accordingly, I believe Plaintiff's requested Service Payment is appropriate and justified and should be approved.

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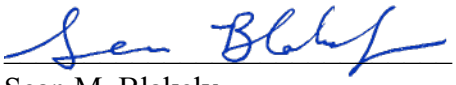
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 29, 2026, at El Segundo, California.



Sean M. Blakely

EXHIBIT 1

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

EXHIBIT A

Re: ***Jose Tarifa v. Ellis Family Stores, LLC, et al.***
Superior Court of California Los Angeles County; Case No. 24STCV13954

Date: __/__/2026

SIMID
Name
Address

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of a lawsuit titled *Jose Tarifa v. Ellis Family Stores, LLC, et al.*, Case No. 24STCV13954, pending in the Superior Court of the State of California for the County of Los Angeles (the "Action").

The Action was filed against Ellis Family Stores, LLC and Glendale Dodge, LLC ("Defendants") and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"). The Action was brought by Plaintiff Jose Tarifa ("Plaintiff"), a former employee of Defendants, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

In the lawsuit, Plaintiff claimed that Defendants violated the California Labor Code by failing to pay minimum and overtime wages, failing to provide compliant meal and/or rest breaks or pay premiums, making unlawful deductions from wages, failing to reimburse necessary business expenses, and failing to provide employees with compliant itemized wage statements. Defendants dispute all of Plaintiff's allegations and deny that they engaged in any of the alleged misconduct. The Parties have reached a settlement of Plaintiff's representative PAGA claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California's Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Defendants who were allegedly affected by the alleged violations of the California Labor Code. In agreeing to enter into this settlement, Defendants do not admit that they are liable in any way to current or former employees for any violations of the California Labor Code, or any penalties, and have denied and disputed all of Plaintiff's contentions. The Court has not decided the merits of Plaintiff's claims or Defendants' defenses.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. Please note that no deductions/withholdings have been made from your settlement payment, and you will be responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 will issue). If you do not cash your check within 180 days of issuance, the funds will be sent to the State Controller Unclaimed Property Fund in your name. If you are still employed by Defendants, your decision to cash the check will not affect your employment in any way.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the facts alleged in the Action and the PAGA Notice submitted by Plaintiff, during the time period June 4, 2023 through January 14, 2026 (the "PAGA Period").

If you have any questions, you can contact ILYM Group, Inc., the Settlement Administrator, at 1-___-____.

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

June 4, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Jose Tarifa v. Ellis Family Stores, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Jose Tarifa ("Mr. Tarifa") in claims arising from his employment with Ellis Family Stores, LLC; Glendale Dodge, LLC; and Does 1 through 10 (collectively "Defendants"). Mr. Tarifa is an "aggrieved employee" as defined by Labor Code Section 2698 *et seq*., due to Defendants' numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, "aggrieved employees" include all of Defendants' non-exempt employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate car dealerships and service centers under the names "Glendale Dodge Chrysler Jeep Ram" and "Alfa Romeo of Glendale." Mr. Tarifa has been employed by Defendants from approximately February 2020 until the present day, in the non-exempt position of "Auto Tech" (or similarly titled position). Mr. Tarifa's primary job responsibility as an Auto Tech is to perform internal repairs on cars, such as alignments, transmissions, tire rotations and replacements. Although he works at the Glendale Dodge Chrysler Jeep Ram site, Mr. Tarifa also does repairs on vehicles brought over from Alfa Romeo of Glendale.

During Mr. Tarifa's employment with Defendant, Mr. Tarifa and other aggrieved employees were paid on a piece-rate (or commission) basis, whereby Mr. Tarifa and other aggrieved employees were paid a certain piece-rate (or commission) per repair completed, noted on their pay records as "Dodge Flat Flag Rate" or "Fiat Flat Flag Rate," depending on which dealership's cars they worked on. If Mr. Tarifa and other aggrieved employees clocked over a certain number of "flag" hours per pay period, they earned an additional hourly "tech efficiency bonus." Despite the fact that Mr. Tarifa and other aggrieved employees recorded their actual hours with an electronic timeclock, wages earned for these hours worked were treated as an advance against the employee's piece-rate/commission earnings, as only those piece-rate/commission earnings in excess of the

"hourly wages" were paid out as piece-rate/commission earnings. Mr. Tarifa and other aggrieved employees were pressured and encouraged to be highly productive and told not to leave until all repairs were finished, even completing work after scheduled hours or during meal and rest periods. As a result, Mr. Tarifa and other aggrieved employees infrequently had piece-rate/commission earnings that do not exceed their hourly wages.

Because Defendants' pay system is simply a subterfuge for a piece-rate/commission compensation system, Mr. Tarifa and other aggrieved employees were not separately compensated for time spent working on tasks which were not compensated on a piece-rate/commission basis, including hours spent cleaning and maintaining tools, performing administrative tasks and attending mandatory meetings (i.e., "non-productive" time worked). As a result, Mr. Tarifa and other aggrieved employees were not paid at least the minimum wage for all hours actually worked and were not credited with any of the overtime hours actually worked. Furthermore, Defendants informed Mr. Tarifa and other aggrieved employees that they would not be paid at an overtime rate for hours worked in excess of 8.0 hours per day, and Defendants failed to pay Mr. Tarifa and other aggrieved employees all overtime wages owed. Even if Mr. Tarifa and other aggrieved employees worked more than 8.0 hours per day and clocked their time accurately, it has been Defendants' policy/practice to require employees to change their time after the fact to reflect exactly 8.0 hours. As a result, Mr. Tarifa and other aggrieved employees were required to clock out after 8.0 hours and continue working until their jobs were completed, however, Defendants failed to compensate Mr. Tarifa and other aggrieved employees for all overtime hours worked.

Defendants also failed to provide Mr. Tarifa and other aggrieved employees with all legally compliant meal periods due to Defendants' meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. Specifically, due to work demands imposed by Defendants, Mr. Tarifa and other aggrieved employees were often not provided with a first meal period prior to the conclusion of his fifth hour of work. Mr. Tarifa's and other aggrieved employees' meal periods were also interrupted by work demands imposed by Defendants and Mr. Tarifa and other aggrieved employees were often not provided a full 30-minute uninterrupted meal period. Additionally, Defendants failed to provide Mr. Tarifa and other aggrieved employees with second meal periods on shifts over 10.0 hours. On those occasions when Mr. Tarifa and other aggrieved employees were not provided with all legally compliant meal periods to which they were entitled, Defendants failed to always compensate Mr. Tarifa and other aggrieved employees with the required meal period premium(s) for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant period, Defendants maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7 in the event that a legally compliant meal period was not provided to their non-exempt employees.

While working on a piece-rate/commission basis, Mr. Tarifa and other aggrieved employees worked shifts in excess of 3.5 hours, and were never provided with a paid rest

period for every 4-hour period worked, or major fraction thereof, because Defendants' piece-rate/commission compensation plan fails to separately compensate Mr. Tarifa and other aggrieved employees for required rest periods. As a result, Mr. Tarifa and other aggrieved employees were not provided with compensated rest periods as required by Wage Order 4, § 12(A), nor have Defendants compensated Mr. Tarifa and other aggrieved employees pursuant to Labor Code section 226.7 for their failure to provide "paid" rest periods.

During Mr. Tarifa's employment with Defendants, Defendants also failed to adequately reimburse Mr. Tarifa and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, the costs of tools required to perform their job duties. Despite requiring Mr. Tarifa and other aggrieved employees to use their personal tools for business purposes, Defendants failed to reimburse Mr. Tarifa and other aggrieved employees for the costs of providing their own tools. Furthermore, upon information and belief, Defendants made unlawful deductions from Mr. Tarifa's and other aggrieved employees' wages for the cost of tools which were required to perform Mr. Tarifa's and other employees' job duties.

As a result of Defendants' failure to pay all minimum and overtime wages and all meal and rest period premium wages, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

As described above, Defendants committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 4 ("Wage Order 4"):

Minimum Wage Violations

Defendants were required to pay Mr. Tarifa and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 4, § 4. As alleged above, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Mr. Tarifa and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 4. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Tarifa and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Defendants were required to pay Mr. Tarifa and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 4, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and

one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." As alleged above, Defendants caused Mr. Tarifa and other aggrieved employees to work overtime hours but did not compensate Mr. Tarifa and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Mr. Tarifa and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Defendants failed to provide Mr. Tarifa and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As a result, Mr. Tarifa and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As alleged above, Defendants also failed to authorize and permit Mr. Tarifa and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. As a result, Mr. Tarifa and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Unlawful Deductions from Earned Wages

As alleged above, Defendants made unlawful deductions from Mr. Tarifa's and other aggrieved employees' earned wages for the cost of their tools. As a result, Defendants failed to pay all wages owed to Mr. Tarifa and other aggrieved employees in violation of Labor Code §§ 221-223, which prohibit, among other things, deductions from earned wages except in certain enumerated circumstances not applicable here. Defendants' failure to pay all earned wages was unlawful and creates an entitlement to recovery by Mr. Tarifa and other aggrieved employees for unpaid wages.

Failure to Reimburse Employees for Necessary Business Expenditures

As alleged above, Defendants failed to reimburse Mr. Tarifa and other aggrieved employees for necessary work expenses, including the use of their personal tools for business purposes. Defendants' policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 4, § 9, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Mr. Tarifa and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Defendants were required to furnish Mr. Tarifa and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 4, § 7. As a result of Defendants' failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Tarifa and other aggrieved employees in violation of Labor Code § 226. Defendants' failure to comply with its wage statement obligations was knowing and intentional, and Mr. Tarifa and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendants failed to timely pay other aggrieved employees all of their final wages at the time of separation, which included all overtime, double-time, and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Defendants' failure to pay all final wages due to aggrieved employees was willful and, consequently, entitles aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendants failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Tarifa will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Tarifa's own investigation, and on information and belief, Defendants committed and continues to commit the following Labor Code violations:

a. Defendants violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Tarifa and other aggrieved employees the statutory minimum wage for all hours worked;

b. Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Tarifa and other aggrieved employees all overtime compensation earned;

c. Defendants violated Labor Code §§ 226.7, 512, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Tarifa and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

d. Defendants violated Labor Code §§ 226.7, 516, and 1198 by failing to authorize and permit Mr. Tarifa and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Tarifa and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

e. Defendant violated Labor Code §§ 221, 222, and 223 by making unlawful deductions from the earned wages of Mr. Tarifa and other aggrieved employees;

f. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Tarifa and other aggrieved employees for all necessary expenditures incurred;

g. Defendants violated Labor Code § 226 by failing to furnish Mr. Tarifa and other aggrieved employees with accurate and compliant itemized wage statements;

h. Defendants violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to aggrieved employees;

i. Defendants violated Labor Code § 204 by failing to pay Mr. Tarifa and other aggrieved employees all wages earned at least twice during each calendar month; and

j. Defendants violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Tarifa and other aggrieved employees.

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Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Ellis Family Stores, LLC (via certified mail);
Glendale Dodge, LLC (via certified mail)

UNITED STATES POSTAL SERVICE®

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 06/05/2024

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8364 4722 62

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 06/04/2024 16:45

ORIGINAL INTENDED RECIPIENT:

ELLIS FAMILY STORES LLC
C/O: DAVID J ELLIS
900 S BRAND BLVD
GLENDALE CA 91204-2108

The above information represents information provided by the United States Postal Service.

UNITED STATES POSTAL SERVICE

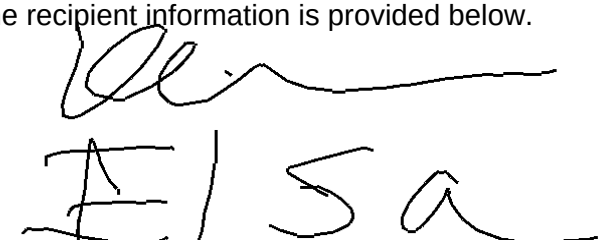
Mailer: Haines Law Group

Date Produced: 06/07/2024

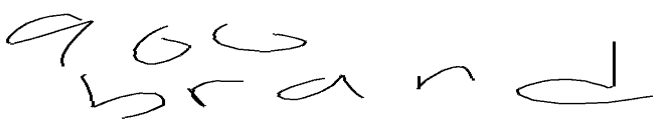
ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8364 4722 62. Our records indicate that this item was delivered on 06/06/2024 at 12:58 p.m. in GLENDALE, CA 91204. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

ELLIS FAMILY STORES LLC
C/O: DAVID J ELLIS
900 S BRAND BLVD
GLENDALE CA 91204-2108

Customer Reference Number: C5070154.30549988

UNITED STATES POSTAL SERVICE®

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 06/05/2024

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8364 4725 07

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 06/04/2024 16:45

ORIGINAL INTENDED RECIPIENT:

GLENDALE DODGE LLC
C/O: DAVID ELLIS
900 S BRAND BLVD
GLENDALE CA 91204-2108

The above information represents information provided by the United States Postal Service.

UNITED STATES POSTAL SERVICE

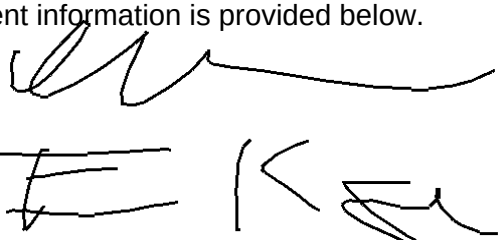
Mailer: Haines Law Group

Date Produced: 06/10/2024

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8364 4725 07. Our records indicate that this item was delivered on 06/07/2024 at 11:32 a.m. in GLENDALE, CA 91204. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

GLENDALE DODGE LLC
C/O: DAVID ELLIS
900 S BRAND BLVD
GLENDALE CA 91204-2108

Customer Reference Number: C5070154.30549989

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

October 21, 2026

Jose L. Tarifa

Additional Charges :

			Qty/Price	Amount
5/31/2024	ALL	Postage for May, 2024.	1 7.36	7.36
	ALL	Copying cost for May, 2024.	3 0.25	0.75
6/4/2024	ALL	First Legal's Filing fee for: Complaint;Civil Case Cover Sheet;Summons Order #: 5757907	1 1,508.55	1,508.55
	IDLC	LWDA Filing Fee: Order #: ORD-000288595	1 75.00	75.00
6/5/2024	ALL	First Legal's Notice of Posting of Jury Fees Order #: 5758800	1 172.15	172.15
6/10/2024	ALL	First Legal's Filing fee for: File/Conform/Return "PDF All returns" Order #: 5764124	1 41.75	41.75
6/30/2024	ALL	Postage for June, 2024.	1 15.20	15.20
	ALL	Copying cost for June, 2024.	16 0.25	4.00
7/1/2024	IDLC	First Legal's service fee for: Summons and Complaint Order #: 5789747	1 116.05	116.05
	IDLC	First Legal's service fee for: Summons and Complaint Order #: 5789748	1 84.00	84.00
7/8/2024	IDLC	First Legal's Filing fee for: Proof of Service by Substituted Service;Proof of Service by Substituted Service Order #: 5796632	1 16.15	16.15

			Qty/Price	Amount
8/9/2024	IDLC	First Legal's service fee for: Amended Complaint Order #: 5839540	1 5.25	5.25
	IDLC	First Legal's Filing fee for: Amended Complaint Order #: 5839521	1 16.15	16.15
9/30/2024	ML	Westlaw cost for September, 2024.	1 22.59	22.59
10/1/2024	VG	First Legal's Filing fee for: Status Conference Statement Order #: 5907715	1 16.15	16.15
11/30/2024	ML	Westlaw cost for November, 2024.	1 82.49	82.49
12/6/2024	VG	First Legal's Filing fee for: Plaintiff's Opposition to Defendants' Motion to Compel Arbitration, Dismiss Non-Individual Claims, and Stay Action Order #: 5995801	1 17.70	17.70
12/31/2024	ML	Westlaw cost for December, 2024.	1 1,087.53	1,087.53
1/9/2025	ML	Case Anywhere service fee for 10/28/24-12/31/24 Invoice #: 358494	1 146.37	146.37
2/5/2025	ML	Case Anywhere service fee for 1/1/25-1/31/25 Invoice #: 366509	1 49.00	49.00
3/5/2025	ML	Case Anywhere service fee for 2/1/2025-2/28/2025 Invoice #: 375755	1 49.00	49.00
3/31/2025	ML	Copying cost for March, 2025.	7 0.25	1.75
4/4/2025	ML	Case Anywhere Service Fee for 3/1/25-3/31/25 Invoice #: 389308	1 49.00	49.00
4/15/2025	ML	First Legal's Filing fee for: Joint Status Conference Report;Proof of Service (not Summons and Complaint) Order #: 17198466	1 18.70	18.70
5/2/2025	ML	Case Anywhere service fee for 4/1/2025-4/30/2025 Invoice #: 401262	1 61.00	61.00
6/2/2025	ML	Case Anywhere service fee for 5/1/25-5/31/25 Invoice #: 413391	1 49.00	49.00
6/30/2025	ML	Westlaw cost for June, 2025.	1 81.92	81.92

			Qty/Price	Amount
7/1/2025	ML	Case Anywhere service fee for 6/1/25-6/30/25 Invoice #: 425803	1 49.00	49.00
8/4/2025	ML	Case Anywhere service fee for 7/1/25-7/31/25 Invoice #: 438339	1 49.00	49.00
9/2/2025	ML	Case Anywhere's service fee for 8/1/25-8/31/25 Invoice #: 450929	1 49.00	49.00
10/1/2025	ML	Case Anywhere's service fee for 9/1/25-9/30/25 Invoice #: 463690	1 49.00	49.00
10/21/2025	ML	FedEx cost for October 2025 Inv. #: 5-037-89872	1 9.25	9.25
10/31/2025	ML	Copying cost for October, 2025.	3 0.25	0.75
11/3/2025	ML	Case Anywhere's service fee for 10/1/25-10/31/25 Invoice #: 476659	1 49.00	49.00
12/1/2025	ML	Case Anywhere's service fee for 11/1/25-11/30/25 Invoice #: 489504	1 49.00	49.00
1/2/2026	ML	Case Anywhere's service fee for 12/1/25-12/31/25 Invoice #: 502477	1 49.00	49.00
2/2/2026	ML	Case Anywhere's service fee for 1/1/26-1/31/26 Invoice #: 515771	1 49.00	49.00
3/2/2026	ML	Case Anywhere's service fee for 2/1/26-2/28/26 Invoice #: 529049	1 49.00	49.00
4/1/2026	ML	Case Anywhere's service fee for 3/1/26-3/31/26 Invoice #: 542523	1 49.00	49.00
5/1/2026	ML	Case Anywhere's service fee for 4/1/26-4/30/26 Invoice #: 556009	1 49.00	49.00
5/6/2026	ML	First Legal's Filing fee for: Proof of Service (not Summons and Complaint) Order #: 17759656	1 40.55	40.55
6/1/2026	ML	Case Anywhere's service fee for 5/1/26-5/31/26 Invoice #: 569327	1 61.00	61.00
7/1/2026	AF	Case Anywhere's service fee for: 6/1/26-6/30/26 Invoice #: 582563	1 49.00	49.00
7/17/2026	AP	First Legal's Filing fee for: Proof of Service (not Summons and Complaint),Joint Stipulation to Continue Post-Arbitration Status Conference Proposed Order,Joint Stipulation to Continue	1 40.55	40.55

			Qty/Price	Amount
		Post-Arbitration Status Conference Proposed Order Order #: 17848931		
8/1/2026	AF	Case Anywhere's service fee for: 7/1/26-7/31/26 Invoice #: 595814	1 61.00	61.00
8/20/2026	IO	First Legal's Filing fee for: Joint Stipulation to Continue Post-Arbitration Status Conference Proposed Order,Proof of Service (not Summons and Complaint),Joint Stipulation to Continue Post-Arbitration Status Conference Proposed Order Order #: 17892768	1 40.55	40.55
9/1/2026	IO	Case Anywhere's service fee for: 8/1/26-8/31/26 Invoice #: 609160	1 61.00	61.00
10/1/2026	IO	Case Anywhere's service fee for: 9/1/26-9/30/26 Invoice #: 622515	1 49.00	49.00
10/21/2026	IO	Copying cost for October, 2026.	1 0.25	0.25
		Total additional charges		**$4,746.46**
		Balance due		**$4,746.46**

EXHIBIT 4

LAFFEY MATRIX

History
Case Law
See the Matrix
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Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406

6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.