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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 JOSE TARIFA IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT

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

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

DECLARATION OF JOSE TARIFA

I, Jose Tarifa, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter against Ellis Family Stores, LLC, and Glendale Dodge, LLC ("Glendale Dodge"). This declaration is submitted in support of approval of the Settlement Agreement reached in this case. 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 began working for Glendale Dodge as a non-exempt employee "Auto Tech" from approximately February 2020 until approximately June 2024, performing internal repairs on cars at both of the above dealership locations. While working for Glendale Dodge, I was subject to their wage and hour policies and practices at issue in this case.

3. During my employment with Glendale Dodge, I was compensated in whole or in part pursuant to a piece-rate and/or commission-based compensation system. Based on my experience, I believe that I and other employees were not separately compensated for all time spent performing work that was not directly tied to repair orders or other compensated tasks. As a result, I believe that I was not paid for all of my time worked, resulting in unpaid minimum and overtime wages. During my employment with Glendale Dodge, I often did not receive compliant meal periods of 30 minutes before the end of the fifth hour of work. Furthermore, I did not receive compliant rest breaks because Glendale Dodge did not authorize and permit me to take a 10-minute rest period for each four hours worked. I was also required to use my personal cellular phone on a daily basis, but Glendale Dodge did not reimburse me for the use of my personal cell phone. As a result of these violations, it is my understanding that I was not provided by Glendale Dodge with accurate itemized wage statements.

4. When I filed this lawsuit, I understood that it could benefit my former coworkers, other Glendale Dodge employees, and the State of California by helping to recover penalties on their behalf as a result of the alleged violations described above. I also understood that I was filing this case as an "aggrieved employee" on behalf of myself and my fellow "aggrieved employees" as well as the State of California.

5. When I filed this lawsuit, I knew there was a risk I could be liable for Glendale Dodge's costs if we lost the case. I also understood that filing a lawsuit is a public record. However, I accepted those risks so that I could help recover penalties on behalf of other Glendale Dodge employees and the State of California.

6. I have been actively involved in this case since it started in 2024. Without waiving the attorney-client privilege, I have had many phone conversations and meetings with my attorneys throughout this case to discuss Glendale Dodge's wage and hour policies and practices, identify potential witnesses, and discuss case strategy. I also gathered and reviewed documents for use in the lawsuit and reviewed relevant documents with my attorneys. I estimate that I have spent approximately 35-40 hours performing these activities in order to help the case.

7. I understand that my attorneys will request that the Court approve a service payment of $6,000.00 for my efforts on behalf of the Aggrieved Employees and the State of California. I believe this amount is reasonable based on the amount of time and effort I have devoted to this case and the risks I have undertaken as a representative. My support for the Settlement is not contingent on me receiving this service payment.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on 10/28/26 at Los Angeles, California.

Jose L. Tarifa (Oct 28, 2026 16:31:30 PDT)

Jose Tarifa