Taras Kick (SBN 143379)
Taras@kicklawfirm.com
Lauren Davis (SBN 294115)
Lauren@kicklawfirm.com
**THE KICK LAW FIRM, APC**
815 Moraga Drive
Los Angeles, California 90049
Telephone: (310) 395-2988
Facsimile: (310) 395-2088

Attorneys for Plaintiff Jwlyous Golden, individually, and on behalf of all others similarly situated and aggrieved

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**CENTRAL DISTRICT - SPRING STREET COURTHOUSE**

| | |
|---|---|
| JWLYOUS GOLDEN and BRYAN MILTON, individually, and on behalf of all others similarly situated and aggrieved,<br><br>Plaintiffs,<br><br>v.<br><br>JOBSOURCE, INC., a California Corporation; JOBSOURCE HOLDINGS, INC., a California Corporation; JOBSOURCE HUNTINGTON PARK, a California Corporation; and DOES 1 through 50, inclusive,<br><br>Defendants. | Lead Case No.: 20STCV14536<br>[Related to 23STCV06419 and 23STCV13024]<br><br>[Assigned for all purposes to the Hon. Judge Samantha Jessner, Dept. 7]<br><br>**PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT AND APPROVAL OF PAGA SETTLEMENT**<br><br>Date: August 17, 2026<br>Time: 9:00 a.m.<br>Department: 7<br><br>Complaint Filed: April 15, 2020 |

**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE** that on August 17, 2026, at 9:00 a.m. Pacific Time, or as soon thereafter as the matter may be heard, before the Honorable Samantha Jessner, judge presiding, in Department 7 of the above-referenced Court located at 312 N. Spring Street, Los Angeles, California 90012, Plaintiff Jwlyous Golden ("Plaintiff") will seek an Order finally approving the Class Action and PAGA Settlement Agreement ("Settlement") in this matter and finally recertifying the following Settlement Class:

> [A]ll non-exempt employees placed by JobSource Huntington Park at Overhill Farms, Inc.'s location in Vernon, California from April 13, 2020 through May 31, 2022 ("Covid Screening Class"), and all non-exempt employees placed by JobSource Huntington Park at Overhill Farms, Inc's location in Vernon, California who worked one or more shifts over 12 hours in length from April 15, 2016, through January 14, 2026, without a second recorded meal or meal premium paid for it ("Second Meal Premium Class").

Plaintiff shall also request that this Court enter a Final Judgment, which includes a provision for this Court's retention of jurisdiction over the Parties to enforce the terms of the judgment.

This Motion is made pursuant to Code of Civil Procedure Section 382 and California Rules of Court Rules 3.764, 3.766, and 3.769 of the California Rules of Court, and is based on this Notice, the attached Memorandum of Points and Authorities, the accompanying declaration of Taras Kick and exhibits thereto, the declaration of Lauren Davis and exhibits thereto, the declaration of Plaintiff Jwlyous Golden, the declaration of the settlement administrator Kevin Lee and exhibits thereto, the complete files of this case, and any other evidence or oral argument which may be considered by the Court at the time of the hearing.

Respectfully submitted,

Dated: June 15, 2026

THE KICK LAW FIRM, APC

By: ______________________

Taras Kick, CA Bar No. 143379
Lauren Davis, CA Bar No. 294115
Attorneys for Plaintiff Jwlyous Golden, individually and on behalf of all others similarly situated and aggrieved

**TABLE OF CONTENTS**

## TABLE OF AUTHORITIES

**CASES**

**STATUTES**



**OTHER AUTHORITIES**



**TREATISES**

## MEMORANDUM OF POINTS AND AUTHORITIES

### I. INTRODUCTION

This case is more than six-years old, and went through almost every imaginable motion in litigation, including a contested motion for class certification, motion for summary adjudication, a motion to dismiss, multiple discovery disputes, and settled through a mediator's proposal just hours before jury selection was set to start. This Court granted preliminary approval of the proposed Settlement on April 30, 2026. The class being brought before the Court through this Motion for Final Approval of Proposed Class Action Settlement and Approval of PAGA Settlement ("Motion") consists of 2,875 class members, who collectively worked a total of 47,442 Workweeks. (Settlement Agreement ("Settlement" or "SA") ¶ 8); Declaration of Kevin Lee ("Lee Decl." ¶¶ 3, 12.) The proposed Gross Settlement Amount is $1,925,000.00. (Settlement ¶ 1.23.) The proposed Settlement is the product of an arm's length negotiation by experienced counsel through a mediation with professional mediator. A true and correct copy of the Settlement is attached as **Exhibit 1** to the concurrently filed Declaration of Taras Kick ("Kick Decl.").

This Court granted preliminary approval of the proposed Settlement on April 30, 2026, finding that the Settlement is fair, adequate, and reasonable; that the contents of the proposed notice constitute due and sufficient notice; and, pursuant to the Court's Order Granting Class Certification on May 12, 2025, through a contested motion, reaffirming that the class meets all the requirements for certification of a class. (April 30, 2026 Order Granting Plaintiff's Unopposed Motion for Preliminary Approval of a Proposed Class Action Settlement and Approval of a PAGA Settlement at ¶¶ 2, 3, 10.) The Court also approved the proposed notice, with Phoenix Class Action Administration Solutions ("Phoenix" or "Administrator") as the administrator, and ordered it sent. (*Id.* at ¶¶ 7, 10, 11.)

Class Counsel can now report that the Notice Program approved by the Court in its Preliminary Approval Order has been resoundingly successful. As evidenced by the contemporaneously filed declaration of Kevin Lee of the Court-appointed claims administrator Phoenix ("Lee Decl."), all 2,875 class members were successfully mailed the notice, with no notices returned as undeliverable. (Lee

Decl. ¶¶ 5-7.) No class member has objected to any aspect of this proposed settlement. (*Id.* ¶ 9.) Further, no class member has requested to be excluded from it. (*Id.* ¶ 8.)[1]

As demonstrated below, all requirements for final approval have been met, and Plaintiff therefore respectfully requests that the Court finally approve the Settlement in all respects.[2]

## II. NOTICE

Pursuant to the Court's Preliminary Approval Order, on April 30, 2026, to initiate the Notice Program, Defendants' counsel provided Phoenix with a data file that contained names, last known mailing addresses, telephone numbers, Social Security numbers, Class Workweeks, and PAGA Pay Periods for each Class Member and Aggrieved Employee. (Lee Decl. ¶ 3.) After conducting a National Change of Address ("NCOA") search to update the class list addresses, Phoenix mailed the Notice via U.S. first class mail to all 2,875 Class Members on the Class List on May 15, 2026. (*Id.* ¶¶ 4-5, Ex. A.) Zero (0) Notices were returned as undeliverable. (*Id.* at ¶¶ 6-7.) Accordingly, the Notice was successfully delivered to all Class Members, representing a 100% successful delivery rate.

In addition, Phoenix prepared and maintained a case website for this matter at golden-v-jobsource.phoenixcases.com that includes important dates and deadlines, and Settlement-related documents. (Lee Decl. ¶ 5.) The website has been available to the public since May 8, 2026. (*Id.*) Phoenix also operates a toll-free telephone number to allow Class Members to make any inquiries regarding the Settlement. (*Id.*)

The opt-out and objection deadline is June 29, 2026. (Lee Decl. ¶¶ 8-9.) As of June 12, 2026, there have been no opt-outs, no objections, and no workweek disputes from any Class Members. (Lee Decl. ¶¶ 8-10.)

## III. EVALUATION OF THE SETTLEMENT

The Complex Final Approval Check List includes a request for an estimate of recovery for each Class Member. The Gross Settlement Amount is $1,925,000. If this Court awards the full amount of the requested attorneys' fees, reimbursement of costs, administrator's fees, service award, and PAGA

[1] Plaintiff will provide the Court with the final report on class members' responses to the Notice Program following the June 29, 2026 deadline for class members to opt-out, challenge, or object.

[2] The following analysis follows the sequence of the Los Angeles Complex Court Final Approval Check List as much as reasonably possible.

Penalties of $192,500, that would mean an average payout of $260 per Class Member for their Individual Class Payments. (Lee Decl. ¶ 13.)

**A. Introductory Information**

As stated, this is a case that went through almost every possible motion in litigation, and settled just hours before jury selection was set to start.

Manuel Delgado filed the initial Class and Representative Action Complaint in this matter against JobSource, Inc., JobSource Holdings, Inc., and JobSource Huntington Park in Los Angeles Superior Court on April 15, 2020, bringing claims for Failure to Pay Minimum Wages; Failure to Pay Overtime Wages; Failure to Provide Required Meal Periods; Failure to Provide Required Rest Periods; Failure to Indemnify Employees for Necessary Business Expenditures; Failure to Furnish Accurate Itemized Wage Statements; Failure to Pay Timely and All Wages Due to Discharged and Quitting Employees; and Unfair and Unlawful Business Practices. (Kick Decl. ¶ 6.)

On March 11, 2020, Plaintiff Delgado sent a letter to the LWDA and Defendants pursuant to PAGA notifying Defendants of the substance of his claims. (Kick Decl. ¶ 20, Ex. 2.) On August 14, 2020, Plaintiff Delgado filed a First Amended Complaint, adding representative PAGA claims. (Kick Decl. ¶ 7.) Plaintiff Delgado passed away. (*Id.*) Plaintiffs successfully completed the *Belaire West* process, and they received the list of all putative class members who had not opted out on March 25, 2022. (*Id.*) Class counsel spoke extensively with the putative class members who had not opted out. Plaintiff Jwlyous Golden stepped forward to carry on the work initiated by Plaintiff Delgado in his original complaint and LWDA submission. (*Id.*) On June 3, 2022, Plaintiffs filed a Second Amended Complaint. (*Id.*)

On December 16, 2024, following discovery, Plaintiff Golden filed a Motion for Class Certification. Defendants opposed this Motion for Class Certification on February 11, 2026. Plaintiffs filed a Reply to the Opposition to Motion for Class Certification on April 4, 2025. The Court granted this contested Motion for Class Certification on May 12, 2025. (Kick Decl. ¶ 8.)

On August 22, 2025, Defendants filed a Motion for Summary Adjudication of the Covid Screening Class claims. Plaintiff filed an Opposition to the Motion for Summary Adjudication on November 17, 2025. Defendant filed a Reply to the Opposition to the Motion for Summary Adjudication on November 26, 2025. The Court heard arguments on the motion on December 8, 2025, with Plaintiff's counsel appearing in person. (Kick Decl. ¶ 8.). At the conclusion of the hearing, the Court ordered Supplemental Briefing. (*Id.*) Plaintiff filed Supplemental Briefing on December 19, 2025. Defendants filed Supplemental Briefing on December 19, 2025. (*Id.*) Following the supplemental briefing, the Court denied the motion on December 19, 2025. (Kick Decl. ¶ 8.)

On December 9, 2025, the Court held an Informal Discovery Conference ("IDC") with the Parties, initiated by Plaintiff, on the issue of obtaining further pay and time data. (Kick Decl. ¶ 9.) At that conference, after hearing argument, the Court ordered Defendants to appear in-person in Department 7 on December 12, 2025; December 16, 2025; and, December 19, 2025, to report to the Court on what efforts and progress have been made to locate, gather, and provide the documents at issue since the IDC. (*Id.*) Class Counsel attended each of these hearings in-person. (*Id.*) Class Counsel also engaged in extensive meet and confer efforts while this Court assistance regarding securing the production of Defendants' available time and pay data was occurring. (*Id.*)

The Parties filed motions in limine on December 17, 2025. (Kick Decl. ¶ 10.) The motions in limine were fully briefed, and argued on January 12, 2026 at the Final Status Conference. In addition, Defendants filed a Motion to Dismiss, arguing that the case should be dismissed pursuant to Code of Civil Procedure section 583.310 on December 24, 2025. (*Id.*) Plaintiff Golden filed an Opposition to Defendants' Motion to Dismiss on January 6, 2026. (*Id.*) On January 20, 2026, the Court vacated the hearing on the motion. (January 20, 2026 Minute Order on Jury Trial and Motion to Dismiss.)

The Parties also prepared and filed a joint witness, joint exhibit list, jury instructions, a verdict form, and a statement of the case. (*Id.*) Further, Plaintiff Golden served subpoenas and served notices to appear at trial pursuant to CCP section 1987 on eleven witnesses. (*Id.*)

Next, on January 7, 2026, Gabriel Garcia filed a Motion to Quash Service of Summons; a Motion to Strike Unauthorized Appearances and Filing; and a Motion to Strike Improper Notice of Errata and for Order Clarifying Operative Pleading as to Party Status of Gabriel Garcia in the Action. (Kick Decl. ¶ 11.) These motions caused Class Counsel to expend even more time, on yet another nuanced issue in this case. (*Id.*)

On January 17, 2026, the Parties, including counsel for Gabriel Garcia, attended a mediation before mediator Jonathan Andrews of Signature Resolution. (Kick Decl. ¶ 13.) Jury selection was set to start at 9:00 a.m. on the next court date, January 20, 2026. At the mediation, the Parties reached the proposed settlement as the result of a mediator's proposal. (*Id.*) Additionally, this was the second mediation, as the first one, which occurred in April 2024, did not settle the case. (*Id.*) The amount of this proposed settlement being brought to this Court for final approval is several-fold more than offered at any prior time, including the prior mediation. (*Id.*) A true and correct copy of the Settlement Agreement is attached as Exhibit 1 to the Kick Declaration. This Court granted Preliminary Approval of that proposed settlement on April 30, 2026.

**B. *Dunk/Kullar* Analysis**

A *Dunk/Kullar* analysis was previously presented with Motion for Preliminary Approval on February 27, 2026, and preliminary approval was granted. It is summarized here as follows. Based on Plaintiff's expert's analysis of the time and pay data provided by JobSource and legal analysis of the strength of the claims, JobSource's potential exposure for the damages in the class action portion of the case is as follows:

| | **2 OTC Minutes Per Shift** | **5 OTC Minutes Per Shift** | **10 OTC Minutes Per Shift** | **15 OTC Minutes Per Shift** |
|---|---|---|---|---|
| Class Off-the-Clock Damages with Interest | $164,657 | $413,049 | $829,399 | $1,247,260 |
| Class Meal Period Damages with Interest | $339,657 | $339,657 | $339,657 | $339,657 |
| **Total Class Damages and Interest** | **$504,314** | **$752,706** | **$1,169,056** | **$1,586,917** |

(Kick Decl. ¶ 15.)

The grid totals the possible damages based on four different factual scenarios of time which the class would present to the trier-of-fact at trial as off-the-clock ("OTC"), and could be adjusted for any finding the trier-of-fact would make on that issue. (*Id.*) Specifically, the grid calculates class damages for two minutes OTC; five minutes OTC; ten minutes OTC; and fifteen minutes OTC. This leads to a range of possible damages for the class members of $504,314 to $1,586,917,[3] depending on the factual

[3] The OTC analysis accounts for gaps in the time and pay data produced by Defendants. Specifically, for calculations requiring the use of an employee's hourly rate, where Defendants did not provide pay data for a pay period, Plaintiff's expert used the employee's average hourly rate over the year. When Defendants did not provide any pay data for an individual in a year, Plaintiff's expert used the average

OTC finding. (*Id.*) The damages calculation for the meal period class, which analyzes the issue of unrecorded meal periods without a premium payment, of course, remains unchanged. (*Id.*) A reduction of 50% would be reasonable for the possibility of not prevailing on liability, meaning a range of $252,157 to $793,459. (*Id.*)

Additionally, in theory, penalties were also recoverable in this case. However, such penalties would need to have discounts applied to them for purposes of a reasonable settlement, as follows. For non-PAGA penalties, meaning statutory penalties arising under the Labor Code outside of PAGA, there were two possible ones. The first was for the alleged failure to provide accurate itemized wage statements pursuant to Labor Code section 226. Here, a maximum (aggregate) of $4,000 per employee is allowed, and the economist calculated possible maximum penalties of $2,601,956. (Kick Decl. ¶ 16.) However, in addition to first having to prevail on the underlying liability issues, the Supreme Court of California recently held that an employer's objectively reasonable, good faith belief that it has provided employees with adequate wage statements precludes an award of penalties under California Labor Code section 226. *Naranjo v. Spectrum Security Services, Inc.*, 15 Cal.5th 1056 (2024). Therefore, a discount here of 70% would be appropriate, meaning $780,587. (Kick Decl. ¶ 16.) The second possible Labor Code penalties outside of PAGA would be for failure to pay all wages due to discharged or quitting employees. The penalty is calculated by multiplying the daily wage rate of the employee by 30 days. (*Mamika v. Barca* (1998) 68 Cal.App.4th 487.) Here, $7,518,864 was calculated as the maximum possible in penalties by the economist. (Kick Decl. ¶ 16.) Of course, to get these, Plaintiff first would need to prevail on liability. Further, penalties under Labor Code § 203 may be avoided if the employer can show that a good-faith dispute existed concerning whether any wages were due. A "good-faith" dispute means that the employer's defense, based on law or fact, if successful, would preclude any recovery on part of the employee. (Title 8 California Code of Regulations § 13520.) As such, a discount of 70% is appropriate to apply here as well, meaning $2,255,569. (Kick Decl. ¶ 16.)

Regarding non-PAGA penalties, the likely total recovery is $3,036,246 ($780,587 +

---

hourly rate for all employees during the year. For the years where Defendants did not provide any pay data, Plaintiff's expert used the California minimum wage. Further, in order to calculate damages and penalties, where Defendants failed to provide data, Plaintiff's expert extrapolated pay periods and employees to account for the missing data. (Kick Decl. ¶ 15.)

$2,255,569). (*Id.*) Adding the low range of the adjusted likely damages of $252,157 based on a two-minute OTC finding means a total of $3,288,403. (Kick Decl. ¶ 15.) The proposed settlement of $1,925,000 is 58.5% of that. If we instead use the high range of the adjusted likely damages of $793,459 based on a fifteen-minute OTC finding, this means a total of $3,829,705. (*Id.*) The proposed settlement of $1,925,000 is 50.2% of that.

Finally, civil penalties under PAGA were also theoretically possible, and calculated by the economist maximally in the tens of millions of dollars, with the overwhelming percentage coming from waiting time penalties. (Kick Decl. ¶ 17.) However, again, Plaintiff first would need to win on liability. Next, as explained above, based on the holding in *Naranjo v. Spectrum Security Services*, 15 Cal.5th 1056 (2024), that an employer's objectively reasonable, good-faith belief that it provided compliant wage statements precludes penalties under California Labor Code §226(e), this would need to be substantially reduced. Second, a court can exercise its discretion under Labor Code § 2699(e)(2) to reduce PAGA penalties very substantially, and courts have exercised their discretion to reduce the amount of PAGA penalties awarded to as little as $5.00 per pay period. (*See, e.g., Fleming v. Covidien, Inc.* (C.D. Cal. Aug. 12, 2011) 2011 WL 7563047, at *4.) In fact, Plaintiff does not cite the following case for precedent or persuasion, but rather as part of this court's *Kullar* analysis, as well as Class Counsel's available information in assessing the reasonableness of the proposed settlement here: a sophisticated trial court just last year reduced such penalties to $0. (*See Lockhart v. Columbia Sportswear*, No. RICJCCP4930, 2025 Cal. Super. LEXIS 27984, *30 (Cal. Sup. Ct. Riverside Cnty., June 18, 2025) (finding PAGA penalties "duplicative" of statutory penalties and exercising discretion to reduce "PAGA penalties to $0."). )

1. <u>The Risks, Expenses, and Duration of Further Litigation</u>

The Settlement is reasonable when considered in light of the risks, expenses, and duration of continued litigation. As discussed *supra*, class members faced the risk that they might not prevail on one or more of their claims. For example, although Class Counsel strongly disagrees, it is possible the trier of fact might have found that the COVID-19 screenings were not compensable, either because they were de minimis in duration or because Defendants instituted the screenings for the benefit of the employees, and thus the Class had failed to establish the requisite "control" under *Frlekin v. Apple Inc.*

(2020) 8 Cal.5th 1038. Or the trier-of-fact might have found that Defendant did provide second meal periods on shifts lasting over 12 hours, and that class members just did not take them, and thus Defendant complied with the law. Further, the trial would have lasted several weeks and consumed hundreds of thousands of dollars in additional attorneys' fees, and tens of thousands of dollars in additional cost. (Kick Decl. ¶ 18.) Then, whichever side did not prevail would likely appeal, adding years of delay, and more costs. (Kick Decl. ¶ 18.) In contrast, the Settlement provides immediate and certain relief for the Class and aggrieved employees.

2. Allocation to PAGA Penalties

The Settlement allocates $192,500 to PAGA penalties, of which 75% ($144,375) is allocated to the LWDA PAGA Payment and 25% ($48,125) is allocated to the Individual PAGA Payments to aggrieved employees. (Settlement ¶ 3.2.5.) This allocation is reasonable because, as discussed *supra*, any civil penalties issued in this matter were likely to be substantially reduced as duplicative of restitution or statutory penalties, and because Defendants may have prevailed on a good faith defense to one or more claims. It is also reasonable to allocate a lower amount to PAGA penalties than to the class claims because the PAGA period is shorter in duration than the Class Period. (Settlement ¶¶ 1.12, 1.32.) Finally, courts "repeatedly approve[] PAGA allocations of both smaller amounts and that comprised a smaller portion of the total settlement consideration in the agreements at issue." (*See Davis v. Cox Commc'ns California, LLC*, No. 16cv989 BAS (BLM), 2017 WL 1496407, at *1 (S.D. Cal. Apr. 26, 2017 (preliminarily approving $4,000 PAGA allocation in $275,000 settlement); *Moore v. Fitness Int'l, LLC*, No. 12cv1551 LAB (NLS), 2014 WL 12571448, at *5 (S.D. Cal. Jan. 22, 2014) (approving $2,500 PAGA allocation when attorneys' fees award alone amounted to $200,000); *Jack v. Hartford Fire Ins. Co.*, No. 09cv1683 MMA (JMA), 2011 WL 4899942, at *6 (S.D. Cal. Oct. 13, 2011) (approving $3,000 PAGA allocation in $1,200,000 settlement).)

## IV. CLASS CERTIFICATION

Establishing the elements for class certification is not part of the "Final Approval Check List," and this Court already reaffirmed the certification of the Class in its Preliminary Approval Order. That certification originally had been granted over opposition, meaning it underwent careful review. Nothing has changed since then, and the requirements for certification under Cal. Civ. Proc. Code § 382 remain satisfied.

## V. THE ATTORNEYS' FEES REQUESTED, IF AWARDED IN FULL, WILL RESULT IN A NEGATIVE MULTIPLIER TO CLASS COUNSEL'S LODESTAR

Class Counsel's lodestar in this case to date equals **$1,005,813.20**. (Kick Decl. ¶ 24.) Despite this, Class Counsel seeks only **$770,000** in fees, meaning forty percent of the settlement, pursuant to a percentage of common fund analysis, but with a lodestar cross-check. That is only **.765%** % of the attorney time actually worked on this case, a reduction of almost 25% of the lodestar. Thus, rather than a positive multiplier to the lodestar as this very risky, hard-fought six-year-old case warrants, if the full requested $770,000 is awarded, Class Counsel will be receiving a substantial negative multiplier. When, as here, a lodestar in a case exceeds the amount being sought under the percentage-of-recovery methodology, this negative multiplier strongly supports the reasonableness of the percentage fee request. (*In re Amgen Sec. Litig.* (C.D.Cal. Oct. 25, 2016, No. CV 7-2536 PSG (PLAx)) 2016 U.S.Dist.LEXIS 148577, at *27-28; (*Granados v. Hyatt Corp.* (S.D.Cal. Aug. 26, 2024, No. 23-cv-01001-H-VET) 2024 U.S.Dist.LEXIS 153064, at *28.) See discussion *infra* at V.1.

The Court may award attorneys' fees based on either the percentage method or the lodestar method. (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 489.) The percentage method is appropriate because when it is used, "counsel have an interest in generating as large a recovery for the class as possible, as their fee increases with the class's take. By contrast, when class counsel's fee is set by an hourly rate, the lawyers have an incentive to run up as many hours as possible in the litigation so as to ensure a hefty fee, even if the additional hours are not serving the clients' interests in any way." (5 Newberg and Rubenstein on Class Actions § 15:65 (6th ed.) (comparing the two approaches to fee awards).)

Although Class Counsel apply pursuant to the percentage method, they provide detail about the lodestar in the Kick Decl. so that this Court may perform a cross-check. In terms of a fee award sought, the "lodestar figure is 'presumptively reasonable.'" (*In re Bluetooth Headset Products Liability Litigation* (9th Cir. 2011) 654 F.3d 935, 941–942 (quoting *Cunningham v. Cnty. of Los Angeles*, 879 F.2d 481, 488 (9th Cir. 1988)).) This figure may be adjusted upward or downward using a multiplier to account for "a variety of other factors, including the quality of the representation, the novelty and complexity of the issues, the results obtained, and the contingent risk presented." *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26. Here, the requested fee award of $770,000, although 40% of the common fund, is only **<u>.76%</u>** of the lodestar, and if awarded in full, would still represent a substantial loss for Class Counsel.

Although Class Counsel believe the most straightforward manner in which to approve the requested fees is through the percentage of benefit methodology with a lodestar cross-check, if for some reason the Court does not wish to award the full requested amount under the percentage of common fund, Plaintiff alternatively requests this $770,000 be awarded strictly pursuant to a lodestar analysis. [4]

1. <u>A Negative Multiplier Supports the Requested Fee.</u>

The benchmark for determining attorney fees is reasonableness. (*Karton v. Ari Design & Construction, Inc.* (2021) 61 Cal.App.5th 734, 744.) As stated, Class Counsel's lodestar in this case to date equals **<u>$1,005,813.20</u>**. (Kick Decl. ¶ 24.) Despite this, Class Counsel seek only **<u>$770,000</u>** in fees. That is a negative multiplier of **<u>.76%</u>**, almost a reduction of 25%.

As such, here, there can be little argument that the attorneys' fees sought, $770,000, are reasonable. Not only was this an extraordinarily contested case, which was just hours from jury selection at the time of settlement (a rarity in California's wage and hour class actions), but the amount sought is substantially less than the amount expended by the attorneys on the case, $1,005,813.20 vs. $770,000. As explained by a federal district court in California, the reasonableness of a fee award is supported in a situation like this where the requested fees under the percentage of recovery methodology would result in a negative multiplier:

> Moreover, courts have recognized that a percentage fee that falls below counsel's lodestar strongly supports the reasonableness of the award. *See, e.g.*, *In re Flag Telecom Holdings, Ltd. Sec. Litig.*, CV 2-3400 (CM), 2010 WL 4537550, at *26 (S.D.N.Y. Nov. 8, 2010) **("Lead**

[4] Under California law, an attorney declaration suffices to support a request for attorneys' fees, and detailed billing or timekeeping records are not necessary. (*See, e.g., Raining Data Corp. v. Barrenechea* (2009) 175 Cal.App.4th 1363, 1375; *see also Bernardi v. County of Monterey* (2008) 167 Cal.App.4th 1379, 1398 (approving attorneys' fees based on attorney affidavits because "it cannot be said in this particular case that the absence of time records and billing statements deprived the trial court of substantial evidence to support the [attorneys' fee] award").) In conducting a lodestar analysis, the court is not required to make "specific findings" regarding its calculations, nor is counsel required to submit "detailed time sheets." (*Id.*) Class Counsel already detail the lodestar in the format approved in *Syers v. Rankin*, (2014) 226 Cal.App.4th 691. If it is this Court's preference to base the fee award on a lodestar analysis rather than on a percentage of benefit with lodestar cross-check analysis, Class Counsel also offer to bring detailed timesheets to the Court for *in camera* inspection.

> **Counsel's request for a percentage fee representing a significant discount from their lodestar provides additional support for the reasonableness of the fee request."**). Here, the percentage fee of $23.75 million represents a significant discount from the lodestar amount of $49.6 million—a negative multiplier of approximately .47. **Such a "negative" multiplier indicates that Class Counsel is seeking payment for only a portion of the hours that they expended on the action.** Because Class Counsel seeks reimbursement for a portion of their work and because Class Counsel will need to perform additional work to supervise the claims administration process, **the Court finds the lodestar amount reasonable**.

(*In re Amgen Sec. Litig.* (C.D.Cal. Oct. 25, 2016, No. CV 7-2536 PSG (PLAx)) 2016 U.S.Dist.LEXIS 148577, at *27-28.)

As another district court in California explained recently:

> Finally, as a cross-check, class counsel represents that the fees calculated under the lodestar method would be approximately $142,987…Thus, the amount class counsel requests ($108,333.33) is approximately 0.76 times what class counsel would receive under the lodestar method ($142,987)...**A multiplier of 0.76 is an implied negative multiplier, and "[a]n implied negative multiplier supports the reasonableness of the percentage fee request.**" Nosirrah Mgmt., LLC v. Franklin Wireless Corp., No. 21-CV-1316-RSH-JLB, 2024 WL 666149, at *13 (S.D. Cal. Feb. 16, 2024) (quoting Schiller v. David's Bridal, Inc., No. 1:10-CV-00616-AWI, 2012 WL 2117001, at *23 (E.D. Cal. June 11, 2012), report and recommendation adopted, No. 1:10-CV-616-AWI-SKO, 2012 WL 13040405 (E.D. Cal. June 28, 2012)).

(*Granados v. Hyatt Corp.* (S.D.Cal. Aug. 26, 2024, No. 23-cv-01001-H-VET) 2024 U.S.Dist.LEXIS 153064, at *28 (emphasis added).)

Similarly, courts have held that counsel's voluntary reduction of its fee request below the lodestar amount supports a finding that the fee is reasonable. (*Schuchardt v. Law Office of Rory W. Clark* (N.D. Cal. 2016) 314 F.R.D. 673, 690–691 ("[W]hile the lodestar is $76,725, Class Counsel have requested an award of $52,500 . . . This represents a significant reduction compared to Class Counsel's lodestar number, and **courts view self-reduced fees favorably**.") (emphasis added).)[5]

California courts have defined reasonable multipliers on a lodestar cross-check to "range from 2 to 4 or even higher." *Wershba v. Apple Computer, Inc*. (2001) 91 Cal. App. 4th 224, 255. Here, not

---

[5] Class Counsel's hourly rates are consistent with the market rate in California. (*See, e.g., In re Volkswagen "Clean Diesel" Mktg., Sales Practices, and Prod. Liab. Litig.,* MDL No. 2672 CRB (JSC), 2017 WL 1047834, at *5 (N.D. Cal. Mar. 17, 2017) (approving rates ranging from $275 to $1,600 for partners, $150 to $790 for associates, and $80 to $490 for paralegals)*; Wit v. United Behavioral Health,* No. 14-cv-02346-JCS, 2022 WL 45057, at *7 (N.D. Cal. Jan. 5, 2022) (approving rates ranging from $625 to $1,145 for partners and counsel, $425 to $650 for associates, $300-$370 for paralegals); *Bickley v. CenturyLink, Inc.* (C.D. Cal. Nov. 29, 2016) No. CV 15-1014-JGB (ASX), 2016 WL 9046911, at *4 (a billing survey was submitted from 2013 listing the rates for partners and associates from large law firms, noting that those rates ranged from a low of $515/per hour for associates to $1,220/per hour for partners.) *see also Banas v. Volcano Corp.* (N.D. Cal. 2014) 47 F.Supp.3d 957, 965 (approving 2014 rate of $1,095).)

only will Class Counsel not be receiving such a positive multiplier in the "range from 2 to 4 or even higher" as is warranted by the result and risk and effort in this case, but if the full $770,000 is awarded, Class Counsel will be receiving a negative multiplier of about **.76x**.

2. The Requested Fee Also Falls Well Within a Range of Acceptable Percentage Awards.

Even if there were not a lodestar which substantially exceeds the requested percentage fees as there is here, and viewed only through a percentage of benefit lens, a fee award of 40% of the common fund in a case with the risk and amount of work such as this one, is well-justified and falls exactly in the middle of a recognized range of acceptable attorney fee awards. "[C]ase law surveys suggest that 50% is the upper limit, with 30-50% commonly being awarded in cases in which the common fund is relatively small." (*Miller v. CEVA Logistics USA, Inc.* (E.D.Cal. Aug. 7, 2015, No. 2:13-cv-01321-TLN-CKD) 2015 U.S.Dist.LEXIS 104704, at *18 (citing *Newberg on Class Actions* (4th 2002) § 14:6); *accord Rigo v. Kason Indus., Inc.*, 2013 U.S.Dist.LEXIS 99357, *19 (S.D. Cal. 2013); *In re Nuvelo Sec. Litig.*; *Cicero v. DirecTV, Inc.*, 2010 U.S.Dist.LEXIS 86920, *17 (C.D. Cal. 2010).)

Many other cases in California and within the Ninth Circuit have awarded substantially higher percentages than requested here. (*Gomez v. H&R Gunlund Ranches, Inc.*, 2011 U.S.Dist.LEXIS 135424, *13-15 (E.D. Cal. 2011) (**45%**); *Gunter v. United Federal Credit Union*, Case No. 3:15-cv-00483-MMD-WGC (D. Nev.) (**47.6%**, plus reimbursement of $86,500 in litigation costs); *Hernandez v. Point Loma Credit Union*, Case No. 37-2013-00053519-CU-BT-CTL (Cal. Super. Ct. for the County of San Diego), (**49.6%**, plus reimbursement of $83,012.33 in litigation costs); *Cole v. Asurion Corporation*, No. CV-06-6649-R (JCx), Dkt. No. 876 (C.D. Cal., Feb. 17, 2016), (**47%** and $223,061.41 in litigation costs.)). In *Godfrey v. Oakland Port Services Corp.*, the Court of Appeal upheld an award of $487,810.50 in attorneys' fees in a wage and hour class action, representing over **50%** of the $964,557.08 damages award. ((2014) 230 Cal.App.4th 1267, 1272.)

Here, the enormous amount of work done (very unusual in most California wage-and-hour class actions), and the excellent result obtained for class members support that the requested fee award would be reasonable as a percentage of the common fund even if the lodestar did not exceed the fee request as it does.

///

3. The Requested Fee Award Is Appropriate Given the Complexity, Results, and Risk.

The requested fee award is also appropriate considering the "quality of the representation, the novelty and complexity of the issues, the results obtained, and the contingent risk presented." (*Lealao*, 82 Cal.App.4th at 26.) As discussed *supra*, the settlement is an excellent result for the class. Class Counsel diligently prosecuted this action on a contingency fee basis for over six years without receiving a penny in compensation, and therefore a fee award of even the base lodestar amount would not properly compensate counsel, as the California Supreme Court explained in *Ketchum v. Moses*:

> The economic rationale for fee enhancement in contingency cases has been explained as follows: "A contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services. The implicit interest rate on such a loan is higher because the risk of default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of conventional loans." (Posner, Economic Analysis of Law (4th ed. 1992) pp. 534, 567.) "**A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases**."

((2001) 24 Cal.4th 1122, 1133 (emphasis added).) (*See also Laffitte*, 1 Cal.5th at 504 (approving trial court's consideration of "contingency" as a factor in determining reasonableness of fee award).)

Accordingly, a fee award with a positive *Ketchum* risk multiplier would be justified in this matter. As stated, Class Counsel has not been paid a penny to date, accepted great risk in the case which also required forsaking other matters, and achieved an excellent result for class members. (Kick Decl. ¶ 23.) But Class Counsel do not seek even their base lodestar with no multiplier. *A fortiori*, the request for the far lower amount of $770,000 is reasonable.

4. The Fee Request Was Fully Disclosed to and Now Endorsed by the Class Members.

Thes request for attorneys' fees was fully and expressly disclosed to class members in the Notice, which had a 100% successful deliverable rate. (Class Notice ¶ 3(2)(a) (Ex. A to the Settlement).) Not a single class member has objected to the attorneys' fees request. (Lee Decl. ¶ 9.) Further, not a single class member has chosen to opt out of the proposed settlement, something they surely would have done had they disagreed with the attorneys' fees request. (*Id.* ¶ 8.)

The absence or minimal number of objections to a fee request is significant evidence that the request is fair and reasonable. (*Bellinghausen v. Tractor Supply Company* (N.D. Cal. 2015) 306 F.R.D.

245, 261; *National Rural Telecommunications Cooperative v. DIRECTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 529 ("It is established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members.").)

This absence of objections and opt-outs further weighs in favor of approval of the fee. If a class member felt the requested fee was too high, the class member could have opted out. But none did.

In sum, the requested fee award is reasonable under the percentage of recovery methodology alone, the percentage of recovery with lodestar cross-check, or under a pure lodestar analysis.

## VI. THE COSTS INCURRED BY CLASS COUNSEL WERE FOR THE BENEFIT OF CLASS MEMBERS, ARE REASONABLE, AND ARE REIMBURSABLE.

Class Counsel's costs in this case are $151,438.91, with $150,388.91 incurred to date, and $1,050 to be incurred up to the anticipated closing date of the case, were for the benefit of the class members and are reasonable. (Kick Decl. ¶ 25, Ex. 5.) As the evidence submitted herewith shows, all of these costs are documented and reasonably incurred. (*Id.*)

## VII. CLASS REPRESENTATIVE SERVICE AWARD

The Settlement Agreement provides for a Class Representative Service Payment in the amount of $15,000 to Mr. Golden. (Settlement ¶ 3.2.1.) These awards are intended to recognize the time, effort, and risk that Plaintiff undertook in bringing this case and helping to secure the relief obtained for the members of the Class. (*See Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding "service payment" to named plaintiff for his efforts in bringing class case); *Rodriguez v. West Publishing* (9th Cir. 2009) 563 F.3d 948, 959 (stating that incentive awards are "intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.").)

Here, as detailed in his concurrently filed declaration, Plaintiff—whom this Court certified as the Class Representative on May 12, 2025—made significant contributions to the success of this lawsuit for the Class, undertook reputational risks, and expended time and effort on behalf of the Class. (Golden Decl. ¶¶ 2, 4-7.) In addition to the usual work of a class representative involving gathering and reviewing documents, communicating with Class Counsel, and following the case, Mr. Golden also prepared for deposition with Class Counsel and was deposed; prepared for trial testimony with Class Counsel; was prepared to testify at trial on behalf of the Class, including having cleared his schedule to testify in the trial and attend the trial if it had gone forward. (*Id.*) Plaintiff has been responsive to all requests from Class Counsel. (Kick Decl. ¶ 28.)

Further, in connection with the Settlement, Plaintiff executed a general release of any and all claims, known and unknown, including a waiver of Civil Code § 1542, which was not required of other individuals, with respect to Defendants JobSource, Inc., JobSource Holdings, Inc., and JobSource Huntington Park and Settling Non-Parties JobSource North America, Inc. and Gabriel Garcia. (Settlement, ¶ 5.2.1.) Plaintiff's proposed Class Representative Service Award is 0.78 percent of the $1,925,000 Gross Settlement Amount. His estimated Individual Class Payment is $220.59, and his estimated Individual PAGA Payment is $15.18. (Lee Decl. ¶¶ 14-15.) The highest Individual Class Payment is estimated to be $5,341.31, which is more than 24 times the amount Plaintiff is estimated to receive for his Individual Class Payment. (*Id.*)

The proposed service award falls well within the range of reasonable incentive payments awarded to Class Representatives in similar class actions. (*See, e.g., Ross v. US Bank National Association*, No. C 07-02951 SI, 2010 WL 3833922, at *2 (N.D. Cal. Sept. 29, 2010) (approving $20,000 service award to Class Representative in California wage-and-hour class action settlement); *Louie v. Kaiser Found. Health Plan, Inc.*, CASE NO. 08cv0795 IEG RBB, 2008 U.S. Dist. LEXIS 78314, at *18 (S.D. Cal. Oct. 6, 2008) (approving "$25,000 incentive award for each Class Representative" in wage and hour settlement).)

## VIII. THE ADMINISTRATION EXPENSES PAYMENT

Before agreeing to retain Phoenix as the Administrator, the Parties obtained and reviewed Phoenix's "not-to-exceed" bid of $25,000 and the bid of another potential settlement administrator. (Kick Decl. ¶ 26.) Phoenix's bid was lower. (*Id.*) Phoenix's final invoice is for $25,000. (Lee Decl. ¶ 17, Ex. B.) Thus, the Administration Expenses Payment provision is fair and reasonable and warrants final approval.

///

## IX. UNCASHED INDIVIDUAL CLASS PAYMENT CHECKS OR INDIVIDUAL PAGA PAYMENT CHECKS

The face of each check for the Individual Class Payments and/or Individual PAGA Payments shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. (Settlement ¶ 4.4.1.) The Administrator will cancel all checks not cashed by the void date. (*Id.*) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the proposed *cy pres* recipient, Public Citizen Foundation ("Public Citizen"), a section 501(c)(3) non-profit organization, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). (Settlement ¶ 4.4.3.)

**The declaration of Public Citizen's Co-President Robert Weissman ("Weissman Decl.") was filed concurrently with Plaintiff's Motion for Preliminary Approval, and sets forth the organization's work. As can be seen, Public Citizen is an organization very substantially involved in the protection of workers' rights, including wage and hour issues such as those in this case. (*See* Weissman Decl., ¶¶ 3, 4, 8, 9, 11.) *Cy pres* distribution to Public Citizen fulfills that part of California Code of Civil Procedure section 384(b)'s language that such distribution be, "…to nonprofit organizations or foundations to support projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause..." This therefore further fulfills the purpose of the underlying causes of action by ensuring the non-reversionary nature of the Gross Settlement Agreement. (*See also, e.g., In re Microsoft I-V Cases* (2006) 135 Cal. App. 4th 706, 722; *State of California v. Levi Strauss & Co.* (1986) 41 Cal.3d 460, 472.) Public Citizen has been approved by other California state courts in wage and hour class action and PAGA matters as an appropriate *cy pres* recipient, as well as in district court in the Central District of California. (Kick Decl., ¶ 27.) Neither Class Counsel nor any attorneys at The Kick Law Firm nor Plaintiff nor defense counsel nor Defendants are on the Board of Directors of Public Citizen, nor have any involvement in its governance. (Kick Decl. ¶ 27; Golden Decl. ¶ 9; Declaration of Eoin Kreditor Regarding Proposed *Cy Pres* Recipient filed on April 28, 2026.)**

## X. NOTICE OF JUDGMENT

Notice of any final order or judgment in this matter will be disseminated to the Class via the settlement website. (Kick Decl., ¶ 29.)

## XI. CONCLUSION

For the stated reasons, Plaintiff respectfully requests that the motion for final approval be fully granted.

Respectfully submitted,

Dated: June 15, 2026

THE KICK LAW FIRM, APC

By: T. Kick

Taras Kick, CA Bar No. 143379
Lauren Davis, CA Bar No. 294115
Attorneys for Plaintiff Jwlyous Golden, individually and on behalf of all others similarly situated and aggrieved

## PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 815 Moraga Drive, Los Angeles, California 90049. On the date of execution below, I served the following document or documents:

- **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT AND APPROVAL OF PAGA SETTLEMENT;**
- **DECLARATION OF TARAS KICK IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT AND APPROVAL OF PAGA SETTLEMENT;**
- **DECLARATION OF JWLYOUS GOLDEN IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT AND APPROVAL OF PAGA SETTLEMENT;**
- **DECLARATION OF KEVIN LEE ON BEHALF OF PHOENIX CLASS ACTION SETTLEMENT ADMINISTRATION IN SUPPORT OF FINAL APPROVAL; AND**
- **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT AND APPROVAL OF PAGA SETTLEMENT,**

On the interested parties in this action by sending a true copy thereof to interested parties as follows:

| | |
|---|---|
| Eoin L. Kreditor<br>**FITZGERALD KREDITOR BOLDUC RISBROUGH LLP**<br>2 Park Plaza, Suite 850<br>Irvine, California 92614<br>ekreditor@fkbrlegal.com<br>Attorneys for Defendant JOBSOURCE HUNTINGTON PARK | Linda Wang<br>Nancy Lubrano<br>Pamela Woodside<br>**CDF LABOR LAW**<br>18300 Von Karman Avenue, Suite 800<br>Irvine, CA 92612<br>lwang@cdflaborlaw.com<br>nlubrano@cdflaborlaw.com<br>pwoodside@cdflaborlaw.com<br><br>Attorneys for Defendant OVERHILL FARMS, INC. |
| | Nazo Koulloukian, SBN 263809<br>nazo@koullaw.com<br>**KOUL LAW FIRM**<br>3435 Wilshire Blvd., Suite 1710<br>Los Angeles, CA 90010<br>Telephone: (213) 761-5484<br>Facsimile: (818) 561-3938<br><br>Attorneys for Plaintiff JOSE CONCEPCION RIVERA and all putative members |

| | |
|---|---|
| Sahag Majarian, Esq. SBN 146621<br>Garen Majarian, Esq. SBN 334104<br>garen@majarianlawgroup.com<br>**MAJARIAN LAW GROUP, APC**<br>18250 Ventura Blvd.<br>Tarzana, CA 91356<br>Telephone: (818) 609-0807<br>Facsimile: (818) 609-0892<br><br>Attorneys for Plaintiff JOSE CONCEPCION RIVERA and all putative members | **Korey Law LLP**<br>Ronald Gomez,<br>rgomez@koreyrichardsonlaw.com<br>Jenna Macek<br>jmacek@koreyrichardsonlaw.com<br>835 Wilshire Boulevard, 5th Floor<br>Los Angeles, CA 90017<br>Phone: (213) 271-2717<br>Fax: (213) 221-4739 |

☒ **by electronic service** (via electronic filing service provider): I caused the documents to be electronically transmitted to Case Anywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court's Electronic Case Management Order governing the matter titled *Golden, et al. v. JobSource, Inc., et al.,* LASC Case No. 20STCV14536 mandating electronic service. The transmission was reported as complete and without error to the addressees as stated above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **June 15, 2026.**

__________________________
Alina Muresan