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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, Plaintiffs, v. JOBSOURCE, INC., a California Corporation; JOBSOURCE HOLDINGS, INC., a California Corporation; JOBSOURCE HUNTINGTON PARK, a California Corporation; and DOES 1 through 50, inclusive, Defendants.	Lead Case No.: 20STCV14536 [Related to 23STCV06419 and 23STCV13024] [Assigned for all purposes to the Hon. Judge Samantha Jessner, Dept. 7] **DECLARATION OF TARAS KICK IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT AND APPROVAL OF PAGA SETTLEMENT** Date: August 17, 2026 Time: 9:00 a.m. Department: 7 Complaint Filed: April 15, 2020

DECLARATION OF TARAS KICK

I, Taras Kick, hereby declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California and a shareholder with The Kick Law Firm, APC, counsel of record for Plaintiff Jwlyous Golden and the Class. The following is based on my personal knowledge, except where I have gleaned knowledge from the files in this matter and believe the information to be true and, if called as a witness, I could and would testify competently thereto.

2. I have been a member of the California State Bar since 1989, the year I graduated from the University of Pennsylvania Law School. Prior to that, in 1986, I graduated from Swarthmore College. I have served as class counsel in numerous national and California state class actions, including being appointed lead counsel and a member of plaintiffs' executive committees. From 2012 to September 2017, I was a Commissioner of the California Law Revision Commission, an independent state agency created by statute in 1953 to assist the Legislature and Governor by examining California law and recommending needed reforms, having been appointed by Governor Edmund G. Brown Jr. in 2012, and was Chairperson of the Commission from September 2015 through September 2016 (although my role in this case is independent of any aspect of my duties with the Commission and does not reflect one way or the other any positions of the Commission). For over five years, I was a member of the national Board of Directors of Public Justice, including its Class Action Preservation Committee. I am or have been a member of numerous other committees pertaining to consumer class actions, including the American Association for Justice Class Action Litigation Sub-Group; the Consumer Attorneys of California Class Action Group; the American Bar Association Committee on Class Actions & Derivative Suits; and the State Bar of California Antitrust and Unfair Competition Litigation section.

3. Other attorneys at The Kick Law Firm, APC ("TKLF") who worked on this matter include attorneys Lauren Davis, Tyler Dosaj, Gregory Taylor, Daniel Bass, Karen Wallace, Nick Rosenthal, and Jeffrey Bils. Ms. Davis graduated from the inaugural class of the University of California, Irvine School of Law in 2012, where she was a member of the Executive Board of the UC Irvine Law Review, and was admitted to the California Bar in 2013. She graduated *magna cum laude*

with a B.A. in African American Studies from Yale College in 2006. Mr. Dosaj, a former attorney at TKLF, graduated *cum laude* from Harvard Law School in 2015, where he received the Dean's Scholar Prize, and was admitted to the California Bar in 2015. He graduated *summa cum laude* with a B.A. in English from UCLA in 2011. Mr. Greg Taylor, a former attorney at TKLF, is a 2016 graduate of UCLA School of Law, where he was a Dean's merit scholarship recipient, and represented plaintiffs in employment actions for approximately five years before joining TKLF in 2022.

4. The Kick Law Firm, APC, primarily represents plaintiffs in class actions. The class action cases in which I have been appointed either as lead counsel, or as co-lead counsel, include the following: *Martyniuk v. USKO Express, Inc.*, LASC Case No. 20STCV07379 (wage and hour class action, final approval granted June 29, 2023); *Torres, et al. v. Monetary Management of California, Inc*., LASC Case No. 21STCV09917 (wage and hour class action, final approval granted June 30, 2023); *Lizarraga v. Digby Southwest, Inc.*, LASC Case No. 19STCV27901 (wage and hour class action, final approval granted November 13, 2023); *Mitchel, et al. v. Pacific Investment & Management, Inc., et al*. (wage and hour class action, final approval granted June 2, 2023); *Ruiz, et al. v. Trans International Trucking, Inc.,* LASC Case No. 20STCV03790 (wage and hour class action, final approval granted April 11, 2023); *Yarian v. All Freight Carriers, Inc., et al.*, LASC Case No. 19STCV28735 (wage and hour class action, final approval granted March 7, 2023); *Polar v. Button Transportation, Inc., et al*., Los Angeles County Superior Court Case No. 21STCV02575 (wage and hour class and representative PAGA action, final approval granted May 31, 2023); *Salter v. Quality Carriers, Inc.*, U.S. District Court for the Central District of California Case No: 2:20-cv-00479-JFW-JPRx (wage and hour class and representative PAGA action, final approval granted March 27, 2023); *Eaton v. Cavalia (USA) Inc*., et al., San Francisco County Superior Court, Case No. CGC-19- 579421 (wage and hour class and representative PAGA action, final approval granted November 21, 2022); *Johnson v. Randy Taylor Consulting, LLC, et al.*, Los Angeles County Superior Court Case No. 21SMCV00156, SSC-207 (wage and hour class and representative PAGA action, final approval granted November 2, 2022); *In Re Southern California Gas Leak Cases, Judicial Council Coordinated Proceeding No. 4861*, assigned to Hon. Daniel J. Buckley, Coordination Trial Judge, Dept. SSC-1 (co-lead counsel for class action and member of the class action steering committee, final approval granted

April 29, 2022); *Samano v. De Leon Transport, Inc.*, Los Angeles County Superior Court, Case No. 19STCV44589 (wage and hour class and representative PAGA action; final approval granted January 22, 2022); *Johnson, et al., v. Angel View*, San Bernardino County Superior Court, Case No. CIVDS1935378 (wage and hour class and representative PAGA action; final approval granted November 18, 2021); *Imperial Wage And Hour Cases*, San Bernardino County Superior Court, Case No. JCPDS5130 (wage and hour class and representative PAGA action; final approval granted November 2, 2021); *Metzke v. Thermo Fisher Scientific, Inc.*, San Francisco County Superior Court, Case No. CGC-19-581914 (class and representative PAGA action; final approval granted October 28, 2021); *Daves, et al. v. Amadeus Waterawys, Inc.*, Los Angeles County Superior Court, Case No. 19STCV25203 (wage and hour class action; final approval granted January 8, 2021); *Pereyra v. Mike Campbell & Associates*, Los Angeles County Superior Court Case No. BC365631 (wage and hour class action, final approval granted); *Lloyd v. Navy Federal Credit Union*, United States District Court for the Southern District of California, Case No. 3:17-cv-01280 (final approval granted May 18, 2019); *Story v. SEFCU*, United States District Court for the Northern District of New York, Case No. 1:18-cv-00764 (final approval granted on February 25, 2021); *Smith v. Bank of Hawaii*, United States District Court for the District of Hawaii, Case No. 1:16-cv-00513 (final approval granted on December 22, 2020); *Coleman-Weathersbee v. Michigan State University Federal Credit Union*, United States District Court for the Eastern District of Michigan, Case No. 2:19-cv-11674 (final approval granted on July 29, 2020); *Walker v. People's United Bank*, United States District Court for the District of Connecticut, Case No. 3:17-cv-00304 (final approval granted on June 29, 2020); *Salls v. Digital Federal Credit Union*, United States District Court for the District of Massachusetts, Case. No. 18-cv-11262-TSH (final approval granted in January 2020); *Pingston-Poling v. Advia Credit Union*, United States District Court for the Western District of Michigan, Case No. 1:15-CV-1208 (final approval granted in January 2020); *Ketner v. SECU Maryland*, Civil No.:1:15-CV-03594-CCB (D. MD. 2017) (final approval granted January 11, 2018); *Towner v. 1st MidAmerica Credit Union*, No. 3:15-cv-1162 (S.D. Ill. 2017) (final approval granted in November 2017); *Lane v. Campus Federal Credit Union*, Case No. 3:16-cv-00037 (M.D. La. 2017) (final approval granted in August 2017); *Fry v. MidFlorida Credit Union*, United States District Court for the Middle District of Florida, Case No. 8:15-CV-2743 (final approval granted); *Ramirez v. Baxter Credit Union*, United States District Court for the Northern District of California, Case No. 16-cv-03765-SI (final approval granted); *Lynch v. San Diego County Credit Union*, San Diego County Superior Court, Case No. 37-2015-00008551 (final approval granted); *Gunter v. United Federal Credit Union*, United States District Court for the District of Nevada, Case No. 3:15-cv-00483-MMD-WGC (final approval granted); *Hernandez v. Point Loma Credit Union*, San Diego County Superior Court, Case No. 37-2013-00053519 (final approval granted); *Gray v. Los Angeles Federal Credit Union*, Los Angeles County Superior Court, Case No. BC625500 (final approval granted in); *Moralez v. Kern Schools Federal Credit Union*, Kern County Superior Court, Case No. BCV-15-100538 (final approval granted in June 2017); *Manwaring v. Golden 1 Credit Union*, Sacramento County Superior Court, Case No. 34-2013-00142667 (final approval granted); *Casey v. Orange County Credit Union*, Orange County Superior Court No. 30-2013-00658493-CJ-BT-CXC (final approval granted); *Sewell v. Wescom Credit Union*, Los Angeles County Superior Court No. BC5860 (final approval granted); *Fernandez v. Altura Credit Union*, Riverside County Superior Court, Case No. RIC1610873 (final approval granted); *Hernandez v. Logix Federal Credit Union*, Los Angeles County Superior Court, Case No. BC628495 (final approval granted); *Bowens v. Mazuma Federal Credit Union*, United States District Court for the Western District of Missouri, Case No. 15-00758-CV-W-BP (final approval granted); *Santiago v. Meriwest Credit Union*, Sacramento County Superior Court, Case No. 34-2015-00183730 (final approval granted); *Howard v. Sage Software*, Los Angeles County Superior Court Case No. BC487140 (final approval granted); *Kirtley v. Wadekar*, United States District Court for the District of New Jersey, Case No. 05-5383 (final approval granted); *Alston v. Pacific Bell*, Los Angeles County Superior Court Case No. BC297863 (final approval granted); *Oshaben v. Monster Worldwide, Inc.*, et al., San Francisco County Superior Court Case No. CGC-06-454538 (final approval granted); *Cole v. T-Mobile USA, et al.*, Central District of California Case No. 06-6649 (final approval granted).

5. The underlying certified class and PAGA action is a wage-and-hour lawsuit pertaining to two issues: JobSource's alleged failure to compensate its employees for time spent in mandatory COVID-19 screenings, and JobSource's failure to provide meal periods on shifts lasting over 12 hours.

The total amount of the potential maximum damages for these two issues, without penalties, as calculated by a wage-and-hour economist retained by the class in this matter, is $1,586,917.

6. Plaintiff 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.

7. On August 14, 2020, Plaintiff Delgado filed a First Amended Complaint, adding representative PAGA claims. Plaintiff Delgado passed away. 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. 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. On June 3, 2022, Plaintiffs filed a Second Amended Complaint.

8. 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. 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 Plaintiffs' counsel appearing in person. At the conclusion of the hearing, the Court ordered Supplemental Briefing. Plaintiff filed Supplemental Briefing on December 19, 2025. Defendants filed Supplemental Briefing on December 19, 2025. Following the supplemental briefing, the Court denied the motion on December 19, 2025.

9. 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. At that conference, 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. Class Counsel also attended each of these hearings in person.

10. The Parties filed motions in limine on December 17, 2025. 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. Plaintiff Golden filed an Opposition to Defendants' Motion to Dismiss on January 6, 2026. On January 20, 2026, the Court vacated the hearing on the motion. The Parties also prepared and filed a joint witness, joint exhibit list, jury instructions, a verdict form, and a statement of the case. Further, Plaintiff Golden served subpoenas and served notices to appear at trial pursuant to CCP section 1987 on eleven witnesses.

11. 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. These motions caused Class Counsel to expend even more time, on yet another nuanced issue in this case. The Parties prepared joint witness and exhibit lists, jury instructions, a verdict form, and a statement of the case. Plaintiff Golden and Defendants engaged in extensive meet and confer efforts, including by means of court assistance, to secure the production of Defendants' available time and pay data.

12. The investigation and discovery conducted in this matter have been very thorough, more than adequate to give Class Counsel a sound understanding of the strengths of their position, JobSource's defenses, and to evaluate the reasonable value range of the claims of the Class. Both before and after initiating the Action on behalf of the putative class, Class Counsel diligently investigated the claims alleged and conducted legal research regarding Defendants' potential liability and defenses. Class Counsel took six depositions, including Person(s) Most Qualified ("PMQ") and expert witness depositions. Further, Defendants produced voluminous time and pay records, with tens of thousands of

entries of data, in Excel format, and which also included a PDF list of employees including Employee ID, Count of Workweeks and First/Last Check Dates; PDF files containing punch details; and paystub documents. These were analyzed by Plaintiff's expert to quantify the damages and penalties at issue.

13. In advance of trial, which was scheduled to begin on January 20, 2026, the Parties continued to engage in discovery and filed motions in limine on December 17, 2025. The motions in limine were fully briefed and ruled on at the January 12, 2026 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. Plaintiff Golden served subpoenas and notices to appear at trial on numerous witnesses. The Parties prepared joint witness and exhibit lists, jury instructions, a verdict form, and a statement of the case. Plaintiff Golden and Defendants engaged in extensive meet and confer efforts, including by means of court assistance, to secure the production of Defendants' available time and pay data. On January 17, 2026, the Parties, including counsel for Gabriel Garcia, attended a mediation before mediator Jonathan Andrews of Signature Resolution. 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 an agreement in principle to settle the Action as the result of a mediator's proposal. Settlement negotiations at all times were at arm's length, adversarial, and devoid of any collusion. Additionally, this was the second mediation, as the first one, which occurred in April 2024, did not settle the case. The amount of this settlement is several-fold more than offered at any prior time, including the prior mediation. I believe the proposed settlement is fair and reasonable and adequate, and I support it. A true and correct copy of the proposed Settlement Agreement is attached as **Exhibit 1** to this declaration, and the notice to class members is attached as **Exhibit A** to the Settlement Agreement. The notice was provided in English and Spanish.

14. Class Counsel put the administration of this notice program out for bid to two class action administrators with experience in wage and hour class action settlement administration, and the lower of the two bidders is Phoenix Class Action Administration Solutions ("Phoenix"), which has agreed to cap its bid at $25,000.

15. 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**

The grid totals the possible damages based on four different factual scenarios of time determined to have been off-the-clock ("OTC"), and could be adjusted for any finding the trier-of-fact would make on that issue. Specifically, the grid calculates class damages for two minutes OTC; five minutes OTC; 10 minutes OTC; and 15 minutes OTC. This leads to a range of possible damages for the class members of $504,314 to $1,586,917, depending on the factual OTC finding. The OTC analysis, according to Plaintiff's expert economist, 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 reports he 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 reports he used the average hourly rate for all employees during the year. For the years where Defendants did not provide any pay data, Plaintiff's expert reports he used the California minimum wage. Further, in order to calculate damages and penalties, where Defendants failed to provide data, Plaintiff's expert reports he extrapolated pay periods and employees to account for the missing data. In my opinion, a reduction of 50% would be reasonable for the possibility of not prevailing on liability, meaning a range of $252,157 to $793,459.

16. In theory, penalties were also recoverable in this case. However, such penalties, in my opinion, 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. 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, in my opinion, be appropriate for settlement purposes, meaning $780,587. 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. 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, in my opinion, for settlement purposes, a discount of 70% is appropriate to apply here as well, meaning $2,255,569.

17. 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. Specifically, according to the economist, these in aggregate theoretically if maximally awarded, soaking wet, totaled approximately $51 million, with about $38 million attributable to the waiting time penalties.

18. The trial in this case, I believe, would have lasted a couple of weeks and consumed hundreds of thousands of dollars in additional attorneys' fees, and tens of thousands of dollars in additional costs. Then, whichever side did not prevail, I believe would likely appeal, adding possible years of delay, and more costs. In contrast, the Settlement provides immediate and certain relief for the Class and aggrieved employees.

19. Numerosity is satisfied here as the Class consists of 2,875 employees according to Defendants. Defendants' records show that all Class members were subject to common policies and practices and paid according to uniform formulae. Plaintiff's claims, to my knowledge, are typical of those of the other putative class members as Plaintiff and the class members were subject to the same employment policies and practices. Class certification is vastly superior to litigation of numerous individual claims because most of the claims are too small to litigate outside of the class context.

20. A true and correct copy of proof of submission of the March 11, 2020 notice of this case to the LWDA is attached as **Exhibit 2** to this declaration. A true and correct copy of confirmation of payment to the LWDA for the notice is attached as **Exhibit 3**. As of the filing of this Motion, this Motion and the Settlement Agreement will have been uploaded to the Department of Industrial Relations' PAGA Filing Portal. A true and correct copy of proof of submission to the LWDA of the Settlement Agreement in this case is attached as **Exhibit 4**.

21. Plaintiff Golden made significant contributions to this Action's success, undertook reputational risks, and expended substantial time and effort on behalf of the Class. Among other things, Plaintiff Golden provided essential information for the prosecution of this action, gathered and provided pertinent documents, and took time to participate in phone calls with counsel. Mr. Golden responded to Defendants' written discovery, prepared for and attended his deposition, was prepared with Class Counsel for trial, and was prepared to appear as a witness at trial on behalf of the Class. At no time did Plaintiff Golden ever have a guarantee of any personal benefit as a result of this Action.

22. None of Plaintiff's attorneys are involved in the governance of Public Citizen Foundation, the proposed *cy pres* recipient in this case, or on its Board of Directors.

23. TKLF undertook this case on a contingent basis, with the understanding that the firm would not be compensated for its efforts unless the case was successful. To date, TKLF has not been paid for any of its time spent on this matter. The time spent on this matter by the firm's attorneys has required considerable work that could have, and would have, been spent on other billable matters. As a result of having accepted and been devoted to this case, it is my informed belief this law firm wound up not representing parties in cases it otherwise would have, and which in my opinion likely would

have compensated this firm at its hourly rates requested in this matter. The lodestar in this case to date already exceeds the forty percent amount being sought under the percentage-of-recovery methodology.

24. The Kick Law Firm's lodestar in this matter to date equals approximately $1,005,813.20. As summarized by the chart below, this is comprised of 414.20 hours of my time at the rate of $1,050 per hour, meaning $434,910; 375.2 hours of work by Ms. Davis at the rate of $777 per hour, meaning $291.530.40; 196.4 hours of work by Mr. Dosaj at the rate of $777 per hour, meaning $152,602.80; 41 hours by Mr. Taylor, which at the rate of $650 per hour equals $26,650; 85.9 hours by Roy Suh, which at the rate of $650 per hour equals $55,835; 16.4 hours by Karen Wallace, which at the rate of $650 per hour equals $10,660; 2.5 hours by Jeffrey Bils, which at the rate of $650 per hour equals $1,625; and 128 hours by paralegal Alina Muresan, which at the rate of $250 per hour equals $32,000. This firm's lodestar also does not include further time Ms. Davis and I will spend preparing for and attending the Motion for Final Approval, and working with the Administrator after final approval is granted, which I estimate as at least an additional 25 hours. A true and correct copy of this firm's billing report regarding its lodestar amount is attached to this declaration as **Exhibit 5**.

Timekeeper	Rate/Hr	Hours	Lodestar
Taras Kick	$1,050.00	414.2	$434,910.00
Tyler Dosaj	$777.00	196.4	$152,602.80
Lauren Davis	$777.00	375.2	$291,530.40
Greg Taylor	$650.00	41	$26,650.00
Roy Suh	$650.00	85.9	$55,835.00
Karen Wallace	$650.00	16.4	$10,660.00
Jeff Bils	$650.00	2.5	$1,625.00
Alina Muresan	$250.00	128	$32,000.00
Totals		**1259.6**	**$1,005,813.20**

25. I am informed by this law firm's bookkeeper that the litigation expenses incurred by the firm equal $151,438.91, comprised of $150,388.91 incurred to date, and an additional $1,050 for continued Case Anywhere costs until the closing of this case, filing fees, and attorney services fees. A true and correct copy of my firm's litigation expenses is attached to this declaration as **Exhibit 6**.

26. The parties propose that Phoenix Class Action Administration Solutions ("Phoenix") be finally approved as the administrator for this matter. This Court already preliminarily approved Phoenix. It has agreed to cap its charges on this matter to $25,000. Phoenix's CV is attached as Exhibit A to its declaration in support of preliminary approval, and its bid for the administration of this matter is attached as Exhibit B to that declaration. 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. Phoenix's bid was lower. In my opinion, the bid is reasonable.

27. The Parties propose Public Citizen Foundation ("Public Citizen"), a section 501(c)(3) non-profit organization, as the *cy pres* recipient in this matter. The declaration of Public Citizen's Co-President Robert Weissman was filed concurrently with the 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. It has been approved by other California state courts as an appropriate *cy pres* recipient in California wage and hour class actions as well as in district court in the Central District of California. Neither I nor any attorney at TKLF is on the Board of Directors of Public Citizen, nor involved in its governance.

28. Plaintiff, whom this Court certified as the Class Representative on May 12, 2025, attests in his concurrently filed declaration that he gathered and reviewed case documents, communicated with Class Counsel, followed the case, and approved the settlement. He further attests in his declaration that he 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, and cleared his schedule to testify in the trial and attend the trial if it had gone forward. 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.) Mr. Golden also has been responsive to all of my requests. Ms. Davis reports to me that he has been responsive to all of her requests as well. I believe he should be compensated for the contributions provided to the Class, including not just his significant time spent on the case, but also arguably his possible reputational risks he undertook, and also for

entering into a broader waiver of claims outside of the scope of the Class claims released by the Class in the Settlement.

29. Notice of any final order or judgment in this matter will be disseminated to the Class via the settlement website.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 15th day of June 2026, in Los Angeles, California.

Taras Kick

EXHIBIT 1

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action Settlement Agreement ("Agreement") is made by and between plaintiff Jwlyous Golden ("Plaintiff") individually and as the representative on behalf of certain additional putative class members and aggrieved employees (collectively, with Plaintiff, the "Class" as further defined in Section 1.4 of this Agreement), and Defendants JobSource, Inc., JobSource Holdings, Inc., and JobSource Huntington Park (collectively, "Defendants"). JobSource North America, Inc. and Gabriel Garcia are non-parties to the action who are entering into this Agreement solely for purposes of obtaining releases as set forth herein, and without admitting liability of party status. (JobSource North America, Inc. and Gabriel Garcia are collectively referred to as the "Settling Non-Parties.") The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as a "Party."

1. **DEFINITIONS**.

1.1 "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendants, captioned *Golden v. JobSource, Inc., et al.,* initiated on April 15, 2020, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 20STCV14536.

1.2 "Administrator" means the lower bidder of Phoenix Administrator Services or Simpluris Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "Aggrieved Employee" means a non-exempt employee placed by JobSource Huntington Park at Overhill Farms, Inc.'s location in Vernon, California from March 11, 2019, through January 14, 2026, who worked one or more shifts over 12 hours in length without a second recorded meal or meal premium paid for it, and all non-exempt employees placed by JobSource Huntington Park at Overhill Farms during the period from April 13, 2020 through May 31, 2022.

1.5 "Class" means all 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").

1.6 "Class Counsel" means Taras Kick and Tyler Dosaj and Lauren Davis of The Kick Law Firm, APC.

1.7 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8 "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, employee identification number, last-known mailing address, telephone numbers, email addresses, Social Security number, inclusive dates of active employment during the Class Period, and number of Class Period Workweeks and PAGA workweeks.

1.9 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

1.10 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 "Class Period" means April 13, 2020 through May 31, 2022 for the Covid Class and April 15, 2016 to January 14, 2026 for the Second Meal Premium Class.

1.13 "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14 "Class Representative Service Payment" means the payment to the Class Representative for maintaining the Action and providing services in support of the Action.

1.15 "Court" means the Superior Court of California, County of Los Angeles.

1.16 "Covid Screening Class" means all non-exempt employees placed by JobSource Huntington Park at Overhill Farms during the period from April 13, 2020, through May 31, 2022 related to the issue of alleged off-the-clock work pertaining to the Covid screening and clocking-in process.

1.17 "Defendants" means Defendants JobSource, Inc., JobSource Holdings, Inc., and JobSource Huntington Park.

1.18 "Defense Counsel" means Eoin Kreditor of FitzGerald Kreditor Bolduc Risbrough LLP.

1.19 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20 "Final Approval" means the Court's order granting final approval of the Settlement.

1.21 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.22 "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.23 "Gross Settlement Amount" means $1,925,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, any other service award, and the Administrator's Expenses.

1.24 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.26 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.27 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.28 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.29 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Individual PAGA Payment, LWDA PAGA Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day between April 13, 2020 and May 31, 2022 and any Pay Period during which an Aggrieved Employee worked for Defendants for at least one shift exceeding 12 hours between March 11, 2019 and January 14, 2026 without a second recorded meal or meal premium paid for it during the PAGA Period.

1.32 "PAGA Period" means the period from March 11, 2019 to January 14, 2026.

1.33 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.34 "PAGA Notice" means Plaintiff's letter sent on March 11, 2020 to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.35 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.

1.36 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37 "Plaintiff" means Jwlyous Golden, the named plaintiff in the Action.

1.38 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.39 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval.

1.40 "Released Class Claims" means the claims being released as described in Paragraph 5.3 below.

1.41 "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

1.42 "Released Parties" means Defendants, Settling Non-Parties and each of their former and present directors, officers, shareholders, owners, management-level and exempt employees, attorneys, insurers, heirs, predecessors, successors, and assigns. "Released Parties" does not include any claims or rights Plaintiff has or may have against Overhill Farms, Inc. in the related action of *Rivera v. Overhill Farms*.

1.43 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44 "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.45 "Second Meal Premium Class" means all non-exempt employees placed by JobSource Huntington Park at Overhill Farms who worked one or more shifts over 12 hours in length during the Class Period from April 15, 2016, through. January 14, 2026, without a second recorded meal or meal premium paid for it.

1.46 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.47 "Settling Non-Parties" means JobSource North America, Inc. and Gabriel Garcia.

1.48 "Workweek" means any week during which a Class Member performed work for Defendants in California for at least one day, during the Class Period.

2. RECITALS.

2.1 Plaintiff Manuel Delgado filed the initial Class & 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.

2.2 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.

2.3 On August 14, 2020, Plaintiff Delgado filed a First Amended Complaint, adding representative PAGA claims.

2.4 On June 3, 2022, Plaintiffs Jwlyous Golden and Bryan Milton filed a Second Amended Complaint.

2.5 On December 16, 2024, following discovery, Plaintiffs Golden and Milton filed a Motion for Class Certification, which the Court granted on May 12, 2025, following briefing and a hearing.

2.6 On August 22, 2025, Defendants filed a Motion for Summary Adjudication of the Covid Screening Class claims. Following briefing, including supplemental briefing, and a hearing, the Court denied the motion on December 19, 2025.

2.7 In advance of trial, which was scheduled to begin on January 20, 2026, the Parties continued to engage in discovery and filed motions in limine on December 17, 2025. The motions in limine were fully briefed before they were denied at the January 12, 2026 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. Plaintiff Golden served subpoenas and notices to appear at trial on numerous witnesses. The Parties prepared joint witness and exhibits lists, jury instructions, a verdict form, and a statement of the case. Plaintiff Golden and Defendants engaged in extensive meet and confer efforts, including by means of court assistance, to secure the production of Defendants' available time and pay data.

2.8 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, arguing that Mr. Garcia had not been properly named as a defendant in the Action. Jobsource North America, Inc. joined in 2 of 3 motions.

2.9 On January 17, 2026, the Parties, including counsel for Gabriel Garcia, attended a mediation before mediator Jonathan Andrews of Signature Resolution. At the mediation, the Parties reached an agreement in principle to settle the Action as the result of a mediator's proposal and an agreement to extend the five year deadline under Code of Civil Procedure section 583.310. Accordingly, the trial did not proceed as scheduled on January 20, 2026.

2.10 The Parties, Class Counsel and Defense Counsel represent that they are aware of the case of *Rivera v. Overhill Farms, Inc.*, LASC Case No.23STCV06419, which is related to this case and is pursuing against Overhill Farms the issues related to unpaid Covid screening time for employees at Overhill Farms placed by JobSource Huntington Park, but Rivera is not pursuing in his action any further the Defendants or Settling Non-Parties being released in this matter.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendants promises to pay One Million Nine Hundred Twenty Five Thousand Dollars ($1,925,000) as the Gross Settlement Amount and to separately pay all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. The Settlement Administrator shall provide the calculations for employer-side payroll taxes. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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 specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Subject to court review and court approval, a Class Representative Service Payment of not more than $15,000 (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than forty percent (40%) of the Gross Settlement Amount, plus reimbursement of Class Counsel Litigation Expenses. Defendants will not oppose requests for these payments provided the request does not exceed these amounts. Class Counsel will file a motion for Final Approval and for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the

Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceedthe written bid of the administrator provided, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than the written bid, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $192,500 to be paid from the Gross Settlement Amount, with 75% ($144,375) allocated to the LWDA PAGA Payment and 25% ($48,125) allocated to the Individual PAGA Payments

3.2.6 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA

Penalties ($48,125) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.7 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS**.

4.1 Class Workweeks. Based on a review of its records to date, Defendants estimate there are 2,897 class members who collectively worked a total of 43,153 workweeks, and 2,724 Aggrieved Employees who worked a total 41,334 of PAGA Pay Periods.

4.2 Class Data. Not later than five (5) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible to the Administrator. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than fifteen (15) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

4.4.1 The Administrator will issue checks for the Individual Class Payments and send them to the Class 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 voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 14 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class 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, subject to Court approval, without further amendment to this Agreement, consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient"). The Parties propose that funds represented by any uncashed or undeliverable checks shall be distributed, subject to Court approval, to Public Citizen Foundation, a section 501(c)(3) non-profit organization. If the Court does not approve Public Citizen Foundation as the cy pres recipient in this matter, Class Counsel will propose other section 501(c)(3) non-profit organizations until one is approved by the Court. Participating Class Members who do not cash their Individual Class Payment checks remain bound to the terms of this Agreement.

4.4.4 The payment of Individual Class Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. <u>RELEASES OF CLAIMS</u>. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Class Members will release claims against all Released Parties as follows:

5.1 <u>Plaintiff's Release</u>. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint including claims against Released Parties arising out of the related action of Rivera v. Overhill Farms ("Plaintiff's Release"). The release does not include any claims or rights Plaintiff has or may have against Overhill Farms in the related action of *Rivera v. Overhill Farms*.

5.2 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. The release does not include any claims or rights Plaintiff has or may have against Overhill Farms, Inc. in the related action of *Rivera v. Overhill Farms*.

5.2.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, other than any claims or rights Plaintiff has or may have against Overhill Farms, Inc. in the related action of *Rivera v. Overhill Farms*; all of which are preserved and not waived, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.3 <u>Release by Participating Class Members Who Are Not Aggrieved Employees</u>: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint related to the two certified classes, those being the "Covid Screening Class" and the "Second Meal Premium Class", including similar claims against Released Parties arising out of the related action of Rivera v. Overhill Farms. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, violation of the Private Attorneys General Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts not related to the "Covid Screening Class" or "Second Meal Premium Class", or occurring outside the Class Period. Participating Class Members do not release any claims or rights they have or may have against Overhill Farms, Inc. in the related action of *Rivera v. Overhill Farms*.

5.4 <u>Release by Aggrieved Employees (PAGA Release)</u>: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the California Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2698 *et seq.*, based on the facts and allegations in the Operative Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period, and ascertained in the course of the Action, as related to the off-the-clock allegations for Covid screening and missed second meal premium for unrecorded meals for shifts in excess of twelve hours. This release includes similar claims against Released Parties arising out of the related action of *Rivera v. Overhill Farms*. Aggrieved Employees are not releasing Overhill Farms, Inc. from any claims for civil penalties under the California Private Attorneys General Act of

2004 ("PAGA"), California Labor Code section 2698 *et seq.*

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Responsibilities of Counsel. Plaintiff will prepare the documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval of the Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel. To the extent further information might be necessary for the Motion for Preliminary Approval, Defendants will provide Class Counsel with such reasonable necessary information to satisfy *Dunk/Kullar* in the Motion for Preliminary Approval. Class Counsel and Defense Counsel are jointly responsible for making best efforts to expeditiously finalize and file the Motion for Preliminary Approval with a target date for filing of February 23, 2026. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

7.1 Selection of Administrator. The Parties have jointly selected the lower bidder of Phoenix Administrator Services of Simpluris Class Action Administrative Solutions ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix/Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1. All funds held by the Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Workweeks in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 10 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, mailing address, email address, and telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the

Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, there are 2,897 Class Members and 43,153 Total Workweeks during the Class period 2) there were 2,724 Aggrieved Employees who worked 41,334 Pay Periods during the PAGA Period. If the calculated number of Workweeks or Pay Periods exceeds Defendants' estimate by more than 10%, then the Gross Settlement Amount shall be increased in proportion to the percentage increase in the number of Workweeks or Pay Periods in excess of 10% (e.g., if the number of Total Workweeks increases by eleven percent (11%), the Gross Settlement Amount shall increase by one percent (1%)).

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement 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.

9.4 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If a reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Settlement, this Agreement and 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 Settlement and this Agreement).

11.2 Neutral Employment Reference. If Defendants receive any requests from prospective employers or other persons about Plaintiff's employment, Defendants shall provide a neutral and objective employment reference, to the extent permitted by law, and refrain from subjectively characterizing Plaintiff's personal characteristics, qualities, or job performance in any manner that reflects poorly on Plaintiff and shall not refer to the Action or this Settlement.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4 Integrated Agreement. Upon execution by all Parties and their respective counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.

11.6 Cooperation. The Parties and their respective counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.7 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9 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 or their representatives, and approved by the Court.

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

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

11.12 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.

11.13 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.

11.14 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.

11.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff/Class Counsel:

Taras Kick
Tyler Dosaj
Lauren Davis
The Kick Law Firm, APC
815 Moraga Drive
Los Angeles, CA 90049

To Defendants:
Eoin Kreditor
Richard McFarlane
FitzGerald Kreditor Bolduc Risbrough LLP
2 Park Plaza, Ste 850
Irvine, CA 92614-2521

11.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The five-year deadline under California Code of Civil Procedure § 583.310 for bringing the Action to trial shall be extended from February 9, 2026, to February 9, 2028, or one year following the court's final denial of any motion to approve the anticipated settlement, whichever is later.

Date: ____________________ By: ______________________________
Jwlyous Golden
Plaintiff and Class Representative

Signed by:
Date: 2/2/2026 By:
4AF16FE4FC464ED...
JobSource Holdings, Inc.,

Signed by:
Date: 2/2/2026 By:
4AF16FE4FC464ED...
JobSource, Inc.

Signed by:
Date: 2/2/2026 By: Yvette Alvarez
1C10A40B3535428...
JobSource Huntington Park

Signed by:
Date: 2/2/2026 By:
4AF16FE4FC464ED...
JobSource North America, Inc.

DocuSigned by:
Date: 1/30/2026 By: Gabriel Garcia
15AACD9036A647E...
Gabriel Garcia

APPROVED AS TO FORM ONLY:

Date: ____________________ By: ______________________________
Taras Kick
The Kick Law Firm, APC
Attorneys for Plaintiff and the Certified Class

counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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Date: 1/29/2026 By: Signed by: JWLYOUS GOLDEN DF58E0DB020949E...
Jwlyous Golden
Plaintiff and Class Representative

Date: ____________________ By: ______________________________
JobSource Holdings, Inc.,

Date: ____________________ By: ______________________________
JobSource, Inc.

Date: ____________________ By: ______________________________
JobSource Huntington Park

Date: ____________________ By: ______________________________
JobSource North America, Inc.

Date: ____________________ By: ______________________________
Gabriel Garcia

APPROVED AS TO FORM ONLY:

Date: 1/30/2026 By: DocuSigned by: Taras Kick 6DE1B9718B564B2...
Taras Kick
The Kick Law Firm, APC
Attorneys for Plaintiff and the Certified Class

Date: February 5, 2026

By: ______________________

Eoin Kreditor
FitzGerald Kreditor Bolduc Risbrough LLP
Attorneys for Defendants JobSource, Inc., JobSource Holdings, Inc., JobSource Huntington Park, and Settling Non-Party JobSource North America, Inc.

Date: 1/29/2026

By: DocuSigned by: Gilson B. Gray
BD4A6948CA784EE...

Gilson Gray
Seltzer Caplan McMahon Vitek
Attorneys for Gabriel Garcia

EXHIBIT A

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Golden v. JobSource, Inc. et al.
Los Angeles Superior Court Case No. 20STCV14536

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from a class action lawsuit ("Action") against JobSource, Inc., JobSource Holdings, Inc., and JobSource Huntington Park (collectively, "JobSource" or "Defendants") for alleged wage and hour violations. The Action was filed by a former JobSource employee Jwlyous Golden ("Plaintiff") and seeks payment of damages and civil and statutory penalties for 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 who were mailed class notice in the Action and did not opt-out, 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, who were mailed class notice in the Action and did not opt-out ("Class Members"). In addition, the Action seeks civil penalties for non-exempt employees placed by JobSource Huntington Park at Defendant Overhill Farms, Inc.'s location in Vernon, California from March 11, 2019, through January 14, 2026 ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring JobSource to fund Individual Class Payments, and (2) a PAGA Settlement requiring JobSource to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on JobSource's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be «ESA_Before_Paga» and your Individual PAGA Payment is estimated to be «PAGA_Amount».** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to JobSource's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on JobSource's records showing that **you worked «Total_Weeks» Workweeks** during the Class Period and **you worked «PAGA_Work_Weeks»** PAGA **Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks and/or Pay Periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires JobSource to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against JobSource.

If you worked for JobSource during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against JobSource.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against JobSource, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

JobSource will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against JobSource that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is June 29, 2026**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. JobSource must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Member Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by June 29, 2026**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the August 17, 2026, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on **August 17, 2026, at 9:00 a.m.** You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Class Workweeks/PAGA Pay Periods **Written Challenges Must be Submitted by June 29, 2026**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to JobSource's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **June 29, 2026.** See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former JobSource employee. The Action accuses JobSource of violating California labor laws failing to pay minimum and overtime wages relating to time spent in Covid-19 screenings, failing to provide meal periods for employees who worked shifts over 12 hours in duration, failing to provide accurate itemized wage statements, and failing to timely pay all wages due at the end of service relationship. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiff is represented by attorneys in the Action: The Kick Law Firm, APC ("Class Counsel").

JobSource strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether JobSource or Plaintiff is correct on the merits. In the meantime, Plaintiff and JobSource hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and JobSource have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, JobSource does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) JobSource has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

(1) <u>JobSource Will Pay $1,925,000.00 as the Gross Settlement Amount (Gross Settlement).</u> JobSource has agreed to

deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, JobSource will fund the Gross Settlement not more than 15 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

(2) Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

a) Up to 40% of the Gross Settlement (currently estimated to be $770,000.00) to Class Counsel for attorneys' fees and up to $175,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

b) Up to $15,000.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

c) Up to $25,000 to the Administrator for services administering the Settlement.

d) Up to $192,500 for PAGA Penalties, allocated 75% ($144,375) to the LWDA PAGA Payment and 25% ($48,125) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

(3) Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

(4) Treatment of Payments to Class Members. Each Participating Class Member's Individual Class Payment will constitute full settlement of all released claims and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment. The Administrator will report the Individual PAGA Payments and the Individual Class Payments on IRS 1099 Forms.

Neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

(5) Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be distributed, subject to Court approval, to a section 501(c)(3) non-profit organization.

(6) Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than 45 days after the Administrator mails the Class Notice), that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the 45 days after the Administrator mails the Class Notice) Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against JobSource.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against JobSource based on the PAGA Period facts alleged in the Action.

(7) The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and JobSource have agreed that, in either case, the Settlement will be void: JobSource will not pay any money, and Class Members will not release any claims against JobSource.

(8) Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

(9) Participating Class Members' Release. After the Judgment is final and JobSource has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the

Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against JobSource or related entities for failing to provide accurate itemized wage statements, failing to pay minimum and overtime wages, and failing to timely pay all wages due at the end of service relationship based on the Class Period facts and for PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

> "All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint related to the two certified classes, those being the "Covid Screening Class" and the "Second Meal Premium Class", including similar claims against Released Parties arising out of the related action of Rivera v. Overhill Farms. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, violation of the Private Attorneys General Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts not related to the "Covid Screening Class" or "Second Meal Premium Class", or occurring outside the Class Period. Participating Class Members do not release any claims or rights they have or may have against Overhill Farms, Inc. in the related action of *Rivera v. Overhill Farms*."

(10) Aggrieved Employees' PAGA Release. After the Court's judgment is final, and JobSource has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against JobSource, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against JobSource or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the California Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2698 *et seq.*, based on the facts and allegations in the Operative Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period, and ascertained in the course of the Action, as related to the off-the-clock allegations for Covid screening and missed second meal premium for unrecorded meals for shifts in excess of twelve hours. This release includes similar claims against Released Parties arising out of the related action of *Rivera v. Overhill Farms*. Aggrieved Employees are not releasing Overhill Farms, Inc. from any claims for civil penalties under the California Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2698 *et seq.*

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

(1) Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

(2) Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $48,125 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

(3) Class Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in JobSource's records, are stated in the first page of this Notice. You have until **June 29, 2026,** to challenge the number of Class Workweeks or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept JobSource's calculation of Class Workweeks and/or PAGA Pay Periods based on JobSource's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Class Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and JobSource's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

(1) Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment. Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

(2) Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member). Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Golden v. JobSource, Inc. et al.*, and include your identifying information (full name, address, telephone number, approximate dates of service relationship, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by June 29, 2026, or it will be invalid**. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is June 29, 2026.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Golden v. JobSource, Inc. et al.*, and include your name, current address, telephone number, and approximate dates of service relationship for JobSource and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website golden-v-jobsource.phoenixcases.com or the Court's website https://www.lacourt.ca.gov/pages/lp/access-a-case.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **August 17, 2026, at 9:00 a.m.,** in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website golden-v-jobsource.phoenixcases.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything JobSource and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to Phoenix Settlement Administrator's website at golden-v-jobsource.phoenixcases.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://www.lacourt.ca.gov/pages/lp/access-a-case) and entering the Case Number for the Action, Case No. 20STCV14536. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

The Kick Law Firm, APC
Taras Kick
Taras@kicklawfirm.com
Lauren Davis
Lauren@kicklawfirm.com
Tyler Dosaj
Tyler@kicklawfirm.com
815 Moraga Drive
Los Angeles, CA 90049
(310) 395-2988

Settlement Administrator:
Phoenix Class Action Administration Solutions
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

From:	noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To:	Roy Suh
Subject:	Thank you for submission of your PAGA Case.
Date:	Wednesday, March 11, 2020 3:30:49 PM

3/11/2020

LWDA Case No. LWDA-CM-777839-20
Law Firm : The Kick Law Firm, APC
Plaintiff Name : Manuel Delgado
Employer: Jobsource, Inc.

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

The Kick Law Firm
A Professional Corporation

815 Moraga Drive
Los Angeles, CA 90049
310 395 2988 / Fax: 310 395 2088

September 3, 2020

<u>Via First Class U.S. Mail</u>
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

Re: Submission of $75.00 Filing Fee for Case No. LWDA-CM- 777839-20
Employee: Manuel Delgado
Employer: Jobsource, Inc. (C3968501); Jobsource Holdings, Inc. (C3765426); and Jobsource Huntington Park (C3765426)

Dear Department of Industrial Relations:

This office represents Manuel Delgado ("Mr. Delgado"), a current or former employee of Jobsource, Inc.; Jobsource Holdings, Inc.; and Jobsource Huntington Park ("Employer").

On March 11, 2020, Mr. Delgado uploaded his notice to the Labor and Workforce Development Agency ("LWDA") via online submission, as required by Labor Code §§ 2699.3(a)(1)(A) and 2699.3(c)(1)(A) ("Notice"). Mr. Delgado's Notice alleges that Employer has violated various provisions of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order No. a-2001, or other applicable Wage Orders, and includes facts and theories supporting the alleged violations. Mr. Delgado's Notice was accompanied by a draft complaint, which this office intends to file on Mr. Delgado's behalf. Upon successfully uploading the Notice, Mr. Delgado received a message indicating that the LWDA has assigned him LWDA case number: LWDA-CM- 777839-20.

Now, and pursuant to Labor Code §§ 2699.3(a)(1)(B) and 2699.3(c)(1)(B), Mr. Delgado encloses a check in the amount of $75.00 for the requisite filing fee in the above referenced case.

Thank you for your attention to this matter.

Very truly yours,
THE KICK LAW FIRM, APC

TARAS KICK
ROY K. SUH
DANIEL J. BASS

Encl. Check #21372

Attorneys for MANUEL DELGADO

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER · HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

21372

THE KICK LAW FIRM
A PROFESSIONAL CORP
815 MORAGA DR
LOS ANGELES, CA 90049

UnionBank
The Private Bank
(888) 826-2669
unionbank.com
16-49/1220

8/7/2020

PAY TO THE ORDER OF LWDA $ **75.00

Seventy-Five and 00/100** DOLLARS

Security features. Details on back.

LWDA

MEMO LWDA CASE NO. LWDA-CM-777839-20
PAGA JOBSOURCE, INC, ETAL (DELGADO)

AUTHORIZED SIGNATURE

⑈021372⑈ ⑆122000496⑆ 8680010499⑈

THE KICK LAW FIRM

21372

LWDA 8/7/2020

6133 · Client Expense 75.00

20200903 JOBSOURCE, INC.
JOBSOURCE HOLDINGS, INC.
JOBSOURCE HUNTINGTON PARK
DELGADO, MANUEL
LWDA CASE NO. LWDA-CM-779839-20

Union Bank - Checkin PAGA 75.00

EXHIBIT 4

EXHIBIT 5

The Kick Law Firm, APC – Attorney Billing Report

Task	Taras Kick	Tyler Dosaj	Lauren Davis	Greg Taylor	Roy Suh	Karen Wallace	Jeff Bils
Pre-suit Investigation, Factual Development, Client Meetings and Correspondence *Interviewed potential class representative and analyzed documents; researched potential causes of action; researched potentially applicable laws and regulations; internal correspondence*	20.6				38.6	7.4	1.8
Strategy, Case Analysis, Class Counsel Conferences and Status Conferences *Strategy meetings internally at the firm and with the proposed class representative throughout the case*	36.3		1.6	3.7	17.5	2.5	0.7
Pleadings/Motions *Researched, drafted, and edited complaint and first amended complaint; researched drafted, and edited Motion for Consolidation; researched drafted, and edited Motion for Class Certification; researched drafted, and edited Opposition to*	44.5	12.5	45.8	22	29.8	6.5	

Task	Taras Kick	Tyler Dosaj	Lauren Davis	Greg Taylor	Roy Suh	Karen Wallace	Jeff Bils
Motion for Summary Adjudication; researched drafted, and edited Opposition to Motion to Dismiss							
Discovery *Internal correspondence re discovery; prepared discovery to serve; analyzed Defendant's document production; deposition prep and taking; drafted motion to compel regarding requests for production and ex parte application in support thereof*	20.1		96.3	15.3			
Trial Preparation *Discussions with client, experts; internal planning with team; reviewed documents and prepared trial exhibits and motions; prepared subpoenas for witnesses; prepared notices of appearance*	198.3	126.4	175.4				
Settlement *Coordinated settlement strategy; engaged in settlement discussions; prepared for and engaged in private mediation; reviewed settlement agreement and all*	38.1	18.5	12.3				

Task	**Taras Kick**	**Tyler Dosaj**	**Lauren Davis**	**Greg Taylor**	**Roy Suh**	**Karen Wallace**	**Jeff Bils**
associated documentation; discussions with client							
Preliminary Approval *Drafted motion for preliminary approval of class action settlement, accompanying declarations, proposed order, and supplemental briefing; hearing on motion for preliminary approval*	24.3	39	17.2				
Class Notice *Worked with notice administrator to develop notice plan; drafted notices; oversaw notice process; respond to inquiries from class members*	5.8		7.2				
Final Approval *Drafted motion for final approval; related correspondence with class representative and administrator*	26.2		19.4				

Task	Taras Kick	Tyler Dosaj	Lauren Davis	Greg Taylor	Roy Suh	Karen Wallace	Jeff Bils
Settlement Execution, Distribution of Common Fund (Estimated) *Prepare for final approval hearing, work with settlement administrator to ensure proper distribution of funds to class members, prepare any post-final filings with Court*	15 (this estimate is not included in the total below)		10 (this estimate is not included in the total below)				
Totals	**414.2**	**196.4**	**375.2**	**41**	**85.9**	**16.4**	**2.5**

EXHIBIT 6

The Kick Law Firm, APC

JobSource Case Costs

Date	Vendor	Amount
5/4/2020	USPS	$2.00
8/7/2020	LWDA	$75.00
8/28/2020	LASC	$23.00
10/3/2020	Atkinson-Baker	$573.00
10/18/2020	CaseAnywhere	$123.60
12/6/2020	First Legal	$52.25
12/12/2020	USPS	$9.60
12/31/2020	First Legal	$1,658.75
12/31/2020	First Legal	$70.45
12/31/2020	First Legal	$94.25
1/8/2021	CaseAnywhere	$276.00
4/20/2021	CaseAnywhere	$120.00
9/24/2021	CaseAnywhere	$132.00
10/5/2021	CaseAnywhere	$24.00
11/8/2021	First Legal	$52.25
11/9/2021	First Legal	$93.25
11/9/2021	First Legal	$63.45
12/4/2021	CaseAnywhere	$144.00
5/13/2022	CaseAnywhere	$138.00
6/3/2022	CaseAnywhere	$12.20
6/16/2022	Simpluris	$1,514.00
6/21/2022	Veritext	$1,391.70
6/29/2022	Veritext for GABRIEL GARCIA	$148.25
6/29/2022	Veritext for JOBSOURCE NORTH AMERICA, INC.	$148.25
7/5/2022	CaseAnywhere	$12.20
7/5/2022	CaseAnywhere	$12.20
7/11/2022	CaseAnywhere	$126.00
8/3/2022	CaseAnywhere	$57.30
8/7/2022	CaseAnywhere	$138.00
8/7/2022	First Legal	$8.75
8/8/2022	First Legal	$12.95
9/5/2022	CaseAnywhere	$12.20
10/9/2022	First Legal	$40.00

The Kick Law Firm, APC

JobSource Case Costs

10/17/2022	CaseAnywhere	$150.00
2/10/2023	CaseAnywhere	$120.00
4/22/2023	CaseAnywhere	$156.00
4/22/2023	CaseAnywhere	$156.00
5/3/2023	CaseAnywhere	$35.98
8/3/2023	CaseAnywhere	$126.00
10/11/2023	CaseAnywhere	$120.00
11/1/2023	Employment Research Corporation	$5,000.00
11/3/2023	CaseAnywhere	$36.26
12/26/2023	First Legal	$33.00
3/5/2024	LASC	$10.20
3/5/2024	LASC	$28.40
3/5/2024	LASC	$33.80
3/11/2024	Signature Resolution	$5,850.00
3/15/2024	EconOne Research	$1,081.00
3/16/2024	CaseAnywhere	$138.00
5/11/2024	CaseAnywhere	$120.00
5/24/2024	Signature Resolution	$5,400.00
6/5/2024	CaseAnywhere	$15.66
7/5/2024	LASC	$4.00
8/12/2024	EconOne Research	$7,367.00
8/23/2024	Veritext for Valerie Ramirez, PMQ	$1,587.40
8/23/2024	Veritext for Valerie Ramirez, PMQ	$1,320.50
10/9/2024	Veritext for Alex Henderson	$1,395.95
10/9/2024	Veritext for Alex Henderson	$1,235.50
11/4/2024	CaseAnywhere	$126.00
11/4/2024	CaseAnywhere	$132.00
11/5/2024	CaseAnywhere	$15.66
11/5/2024	Employment Research Corporation	$5,000.00
12/4/2024	CaseAnywhere	$79.05
12/31/2024	CaseAnywhere	$17.25
12/31/2024	CaseAnywhere	$11.32
12/31/2024	CaseAnywhere	$79.05
12/31/2024	First Legal	$126.32
1/4/2025	Employment Research Corporation	$8,342.50

The Kick Law Firm, APC

JobSource Case Costs

1/4/2025	Consultant Wage and Hour CPA	$1,495.00
1/15/2025	Esquire Deposition Service	$145.35
2/5/2025	CaseAnywhere	$915.41
3/1/2025	CaseAnywhere	$46.00
3/1/2025	CaseAnywhere	$192.00
3/5/2025	CaseAnywhere	$81.11
4/1/2025	Veritext	$1,050.00
4/1/2025	Veritext for Francisco Velasquez Mendoza,Manuel Noe Tzoy Chitis	$1,625.60
4/3/2025	CaseAnywhere	$19.30
4/7/2025	CaseAnywhere	$70.00
4/29/2025	First Legal	$130.00
5/5/2025	CaseAnywhere	$19.31
5/5/2025	CaseAnywhere	$58.00
5/5/2025	CaseAnywhere	$58.00
5/21/2025	CaseAnywhere	$39.91
6/9/2025	CaseAnywhere	$52.00
7/1/2025	CaseAnywhere	$58.00
7/2/2025	LASC	$5.40
7/2/2025	LASC	$2.00
8/5/2025	CaseAnywhere	$19.31
8/5/2025	CaseAnywhere	$19.31
9/3/2025	CaseAnywhere	$19.31
9/5/2025	CaseAnywhere	$52.00
10/6/2025	CaseAnywhere	$82.00
10/6/2025	CaseAnywhere	$46.00
11/19/2025	CaseAnywhere	$19.41
11/30/2025	First Legal	$154.24
11/30/2025	First Legal	$208.19
12/8/2025	CaseAnywhere	$46.00
12/8/2025	LASC Parking	$20.00
12/11/2025	Lauren Davis (reimbursement)	$219.50
12/12/2025	LASC Parking	$20.00
12/12/2025	Veritext for Precious Garcia	$3,230.40

The Kick Law Firm, APC

JobSource Case Costs

12/12/2025	Veritext for Precious Garcia	$1,052.50
12/16/2025	Reimbursement for mileage	$44.80
12/18/2025	First Legal	$41.75
12/18/2025	First Legal	$291.44
12/24/2025	Employment Research Corporation	$5,000.00
12/30/2025	CaseAnywhere	$106.00
12/30/2025	Esquire Deposition Service	$585.00
1/5/2026	San Diego Superior Court	$66.00
1/6/2026	Jury Consultant Services	$2,000.00
1/12/2026	Flat Rate Process Service for Precious Garcia	$130.00
1/12/2026	Sullivan Group of Court Reporters/Esquire Deposition Solutions	$153.85
1/12/2026	Esquire Deposition Service	$153.85
1/13/2026	Flat Rate Process Service for Michael Rodriguez	$125.00
1/14/2026	Flat Rate Process Service for several	$765.00
1/14/2026	Staples Supplies	$59.77
1/14/2026	Esquire Deposition Service	$1,729.35
1/15/2026	Flat Rate Process Service for several	$220.00
1/15/2026	Staples Trial Case Supplies	$77.39
1/15/2026	Staples Trial Supplies	$35.11
1/15/2026	First Legal	$125.50
1/15/2026	First Legal	$133.90
1/15/2026	First Legal	$69.22
1/16/2026	CA Secretary of State	$25.00
1/16/2026	CA Secretary of State	$20.00
1/16/2026	CA Secretary of State	$10.00
1/16/2026	CA Secretary of State	$15.00
1/16/2026	Employment Research Corporation	$37,002.50
1/16/2026	Flat Rate Process Service for several	$880.00
1/17/2026	Flat Rate Process Service for CARLOS ZATARAIN	$125.00
1/17/2026	Flat Rate Process Service for several	$1,595.00
1/19/2026	Signature Resolution	$8,625.00
1/20/2026	Veritext (from 1/16/26)	$7,137.00
1/21/2026	Trial Expert Consultant Fee	$1,700.00

The Kick Law Firm, APC

JobSource Case Costs

1/23/2026	CaseAnywhere	$21.48
1/23/2026	Witness Fee	$75.00
1/26/2026	Veritext	$1,477.50
2/3/2026	Alina Muresan (reimbursement)	$167.27
2/4/2026	Gold Trial Services	$7,385.10
2/6/2026	Employment Research Corporation	$1,321.25
2/21/2026	First Legal	$499.80
3/2/2026	CaseAnywhere	$118.00
3/2/2026	CaseAnywhere	$83.58
3/3/2026	CaseAnywhere	$21.48
3/15/2026	First Legal	$239.93
3/15/2026	First Legal	$415.80
3/15/2026	First Legal	$298.46
3/15/2026	First Legal	$206.14
3/15/2026	First Legal	$262.55
3/15/2026	First Legal	$208.94
3/15/2026	First Legal	$314.40
3/15/2026	First Legal	$242.73
3/15/2026	First Legal	$379.40
3/20/2026	First Legal	$208.19
3/20/2026	First Legal	$37.25
3/20/2026	First Legal	$291.44
3/20/2026	First Legal	$86.66
3/20/2026	First Legal	$499.80
3/23/2026	CaseAnywhere	$334.00
3/31/2026	First Legal	$505.40
3/31/2026	First Legal	$180.10
4/1/2026	CaseAnywhere	$280.00
4/3/2026	CaseAnywhere	$83.58
4/6/2026	Alina Muresan (reimbursement)	$21.74

The Kick Law Firm, APC

JobSource Case Costs

4/21/2026	CaseAnywhere	$21.48
4/21/2026	First Legal	$147.90
4/25/2026	CaseAnywhere	$21.48
4/29/2026	CaseAnywhere	$21.48
4/30/2026	CaseAnywhere	$21.48
5/1/2026	CaseAnywhere	$136.00
5/1/2026	CaseAnywhere	$21.48
5/4/2026	CaseAnywhere	$280.00
6/1/2026	CaseAnywhere	$70.00
6/4/2026	CaseAnywhere	$136.00
6/4/2026	CaseAnywhere	$118.00

$150,388.91