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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] **PLAINTIFF'S NOTICE OF MOTION AND UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF A PROPOSED CLASS ACTION SETTLEMENT AND APPROVAL OF PAGA SETTLEMENT** Date: April 30, 2026 Time: 10:00 a.m. Department: 7 Complaint Filed: April 15, 2020

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on April 30, 2026, at 10:00 a.m. Pacific Time, in Department 7 of the Spring Street Courthouse located at 312 N. Spring Street, Los Angeles, CA 90012, Plaintiff Jwlyous Golden ("Plaintiff") will and hereby does move the Court for an order: conditionally certifying the Class for purposes of settlement; preliminarily approving the proposed class action settlement between Plaintiff and Defendants JobSource, Inc., JobSource Holdings, Inc., and JobSource Huntington Park and non-parties JobSource North America, Inc. and Gabriel Garcia as fair, adequate, and reasonable, based upon the terms set forth in the Parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement"); reaffirming Plaintiff Jwlyous Golden as the Class Representative and Taras Kick as Class Counsel; preliminarily appointing Tyler Dosaj and Lauren Davis of The Kick Law Firm, APC as Class Counsel for purposes of settlement; appointing the third-party Settlement Administrator for distributing notices and for settlement administration; approving the proposed Class Notice and ordering it to be disseminated to the Class as provided in the Settlement Agreement; and, approving the proposed settlement of PAGA claims under California Labor Code § 2699(l)(2).

The motion is based on this Notice; the attached memorandum of points and authorities; the declaration of Taras Kick; the declaration of Plaintiff; the declaration of the proposed settlement administrator; the declaration of the proposed *cy pres* recipient; all matters of which this Court may take judicial notice; all pleadings in this matter; and, such evidence and argument as may be presented at the hearing or the Court may allow.

Respectfully submitted,

Dated: February 27, 2026

THE KICK LAW FIRM, APC

By: Taras Kick

Taras Kick, CA Bar No. 143379
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Tyler J. Dosaj, CA Bar No. 306938
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I. INTRODUCTION

This is an Unopposed Motion for Preliminary Approval of a Proposed Class Action Settlement and Approval of PAGA Settlement ("Motion"). Plaintiff Jwlyous Golden has reached a proposed class-wide and PAGA settlement with Defendants JobSource, Inc., JobSource Holdings, Inc., and JobSource Huntington Park and non-parties JobSource North America, Inc. and Gabriel Garcia.[1]

The underlying certified class and PAGA action is a wage-and-hour lawsuit pertaining to only 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, is $1,586,917. The proposed settlement is for $1,925,000.As the Court will see below, the release is careful to make clear that the only rights being released by class members are those arising from these two issues.

The matter was fiercely litigated for nearly six years, including a contested Motion for Class Certification, a contested Motion for Summary Adjudication, and a Motion to Dismiss on the eve of trial. Additionally, Motions in Limine were argued to and ruled on by this Court. Jury selection was set to start on Tuesday, January 20, 2026. The Parties, with the assistance of a mediator, reached the proposed settlement on Saturday, January 17, 2026.

The Settlement Agreement ("Settlement" or "SA") is attached to the concurrently filed Declaration of Taras Kick ("Kick Decl.") as Exhibit 1. The letter notifying the Labor and Workforce Development Agency ("LWDA") of Plaintiff's claims in this matter and the associated payment to the LWDA are attached to the Kick Declaration as Exhibit 2 and Exhibit 3, respectively. Proof of submission to the LWDA of the Settlement Agreement in this case is attached as Exhibit 4.As shown below, all of the criteria for preliminary approval are met here.[2] Accordingly, Plaintiff respectfully requests that the Court preliminarily approve the Settlement of the Class Claims so that notice of a final approval hearing may be disseminated. Further, Plaintiff respectfully requests that the Court approve the proposed

[1] Plaintiff Bryan Milton is no longer participating in this matter and is not being put forth as a class representative for purposes of this Settlement.

[2] This memorandum follows the format of the Checklist for Preliminary Approval of Class Action Settlement provided by the LA Superior Court Complex Civil Department.

settlement as to the PAGA claims.

II. GENERAL SUMMARY OF THE LITIGATION

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. (Kick Decl. ¶ 6.)

On March 11, 2020, Plaintiff Delgado sent a letter to the LWDA and Defendants pursuant to PAGA notifying Defendants of the substance of his claims. (Kick Decl. ¶ 20, Ex. 2.)

On August 14, 2020, Plaintiff Delgado filed a First Amended Complaint, adding representative PAGA claims. (Kick Decl. ¶ 7.)

On June 3, 2022, Plaintiffs Jwlyous Golden and Bryan Milton filed a Second Amended Complaint. (Kick Decl. ¶ 7.)

On December 16, 2024, following discovery, Plaintiff Golden filed a Motion for Class Certification, which the Court granted on May 12, 2025, following briefing and a hearing. (Kick Decl. ¶ 8.)

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. (Kick Decl. ¶ 8.)

On December 9, 2025, the Court held an Informal Discovery Conference ("IDC") with the Parties, initiated by Plaintiff, on the issue of obtaining further pay and time data. (Kick Decl. ¶ 9.) At that conference, 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. (Kick Decl. ¶ 9.) Class Counsel also attended each of these hearings. (Kick Decl. ¶ 9.)

The Parties filed motions in limine on December 17, 2025. (Kick Decl. ¶ 10.) The motions in limine were fully briefed, and argued on January 12, 2026 at the Final Status Conference. In addition, Defendants filed a Motion to Dismiss, arguing that the case should be dismissed pursuant to Code of Civil Procedure section 583.310 on December 24, 2025. (Kick Decl. ¶ 10.) Plaintiff Golden filed an Opposition to Defendants' Motion to Dismiss on January 6, 2026. (Kick Decl. ¶ 10.) The Parties prepared joint witness and exhibit lists, jury instructions, a verdict form, and a statement of the case. (Kick Decl. ¶ 10.) Further, Plaintiff Golden served subpoenas and notices to appear at trial on numerous witnesses. (Kick Decl. ¶ 10.)

On January 7, 2026, Gabriel Garcia filed a Motion to Quash Service of Summons; a Motion to Strike Unauthorized Appearances and Filing; and a Motion to Strike Improper Notice of Errata and for Order Clarifying Operative Pleading as to Party Status of Gabriel Garcia in the Action. (Kick Decl. ¶ 11.) 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. (Kick Decl. ¶ 11.)

On January 17, 2026, the Parties, including counsel for Gabriel Garcia, attended a mediation before mediator Jonathan Andrews of Signature Resolution. (Kick Decl. ¶ 13.) At the mediation, the Parties reached the proposed settlement as the result of a mediator's proposal. (Kick Decl. ¶ 13.)

III. DUNK/KULLAR ANALYSIS

In evaluating the reasonableness of a settlement, a trial court should consider relevant factors, which may include the strength of a plaintiff's case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128. The court must satisfy itself that the settlement is within the "ballpark" of reasonableness. *Id.* at 133.

A. Summary of the Claims Being Settled and the Legal and Factual Basis For the Claims

The claims being settled are as follows, but related only to the two issues certified in this matter, as discussed in greater detail below:

1. Failure to Pay Minimum Wages;

2. Failure to Pay Overtime Wages;

3. Failure to Provide Required Meal Periods;

4. Failure to Furnish Accurate Itemized Wage Statements;

5. Failure to Pay Timely and All Wages Due to Discharged and Quitting Employees;

6. Unfair and Unlawful Business Practices; and

7. Civil Penalties Pursuant to PAGA.

1. <u>Class Release</u>

The Settlement Class is defined as follows:

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

SA ¶ 1.5.

The Release is very careful to make clear that only claims related to those two classes, the "Covid Screening Class" and the "Second Meal Premium Class", and no others, are being released:

> 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*.

SA ¶ 5.3 (emphasis added).

Thus, the Class will release only those claims arising from facts relating to the two adversely certified classes. Specifically, first, it releases claims based on JobSource's failure to compensate its employees for time spent in mandatory COVID-19 screenings in violation of California minimum wage and overtime laws. *See* Labor Code §§ 1194, 1197., 1194.2; IWC Wage Order 1, Cal. Code Regs., tit. 8, § 11010, subd. 4(B) (minimum wage); Labor Code §§ 510, 1198 and IWC Wage Order No. 1-2001, § 3 (overtime). Second, it releases claims based on JobSource's failure to provide meal periods on shifts lasting over 12 hours in violation of Lab. Code, §§ 226.7(b) and 512 and IWC Wage Order No. 1, Cal. Code Regs., tit. 8, § 11010, subd. 11(D). No other claims are being released.[3]

The scope of the PAGA release is similarly limited only to claims based on facts relating to the Meal Break class and COVID-19 Screening class, 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.*

SA ¶ 5.4 (emphasis added).

Thus, this release includes claims for civil penalties under Lab. Code, § 1197.1(c) (minimum wage), Lab. Code, § 558(a) (overtime), and Lab. Code, § 2699(f)(2) (other violations) relating to JobSource's failure to provide meal breaks on shifts lasting over 12 hours and failure to compensate employees for COVID-19 screening time.

B. Investigation and Discovery

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. (Kick Decl. ¶ 12.) 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. (Kick Decl. ¶ 12.) As discussed *supra*, this case settled on the eve of trial, following a

[3] The release encompasses "derivative" claims based on these violations, namely Failure to Furnish Accurate Itemized Wage Statements in violation of Labor Code section 226(a); Failure to Pay Timely All Wages Due to Discharged and Quitting Employees in violation of Labor Code section 203; and Unfair and Unlawful Business Practices in violation of California's Unfair Competition Law. SA ¶ 5.3.

contested Motion for Summary Adjudication and contested Motion for Class Certification, which the Court granted. Class Counsel took six depositions, including Person(s) Most Qualified ("PMQ") and expert witness depositions. (Kick Decl. ¶ 12.) Further, Defendants produced voluminous time and pay records, with hundreds 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. (Kick Decl. ¶ 12.) These were analyzed by Plaintiff's expert to quantify the damages and penalties at issue. (Kick Decl. ¶ 12.)

C. Settlement Negotiations

Settlement negotiations at all times were at arm's length, adversarial, and devoid of any collusion. As discussed *supra*, the Settlement was reached as the result of a mediator's proposal on the eve of trial. (Kick Decl. ¶ 13.) Further, the mediation involved counsel for both Defendants and non-parties JobSource North America and Gabriel Garcia. (Kick Decl. ¶ 13.) Additionally, this was the second mediation, as the first one, which occurred in April 2024, did not settle the case. (Kick Decl. ¶ 13.) Further, Class Counsel have extensive experience litigating wage and hour class and PAGA actions, and they support this settlement. (Kick Decl. ¶¶ 2-4, 13.)

A. Reasonableness of the Settlement

1. JobSource's Potential Exposure and Discounts

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; ten minutes OTC; and fifteen minutes OTC. This leads to a range of possible damages for the class members of $504,314 to $1,586,917,[4] depending on the factual OTC finding. The damages for the meal period class, which analyze the issue of unrecorded meal periods without a premium payment, of course, remain unchanged. A reduction of 50% would be reasonable for the possibility of not prevailing on liability, meaning a range of $252,157 to $793,459.

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

[4] The OTC analysis accounts for gaps in the time and pay data produced by Defendants. Specifically, for calculations requiring the use of an employee's hourly rate, where Defendants did not provide pay data for a pay period, Plaintiff's expert used the employee's average hourly rate over the year. When Defendants did not provide any pay data for an individual in a year, Plaintiff's expert used the average hourly rate for all employees during the year. For the years where Defendants did not provide any pay data, Plaintiff's expert used the California minimum wage. Further, in order to calculate damages and penalties, where Defendants failed to provide data, Plaintiff's expert extrapolated pay periods and employees to account for the missing data. (Kick Decl. ¶ 15.)

employee. (Title 8 California Code of Regulations § 13520) As such, a discount of 70% is appropriate to apply here as well, meaning $2,255,569.

Regarding non-PAGA penalties, the likely total recovery is $3,036,246 ($780,587 + $2,255,569). Adding the low range of the adjusted likely damages of $252,157 based on a two-minute OTC finding means a total of $3,288,403. The proposed settlement of $1,925,000 is 58.5% of that. If we instead use the high range of the adjusted likely damages of $793,459 based on a fifteen-minute OTC finding, this means a total of $3,829,705. The proposed settlement of $1,925,000 is 50.2% of that.

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

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

The Settlement is reasonable when considered in light of the risks, expenses, and duration of continued litigation. As discussed *supra*, class members faced the risk that they might not prevail on one or more of their claims. For example, the trier of fact might have found that the COVID-19 screenings were not compensable, either because they were de minimis in duration or because Defendants instituted the screenings for the benefit of the employees, and thus the Class had failed to establish the requisite "control" under *Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038. Or the trier-of-fact might have found that Defendants provided second meal periods on shifts lasting over 12 hours, and that class members just did not take them, and thus Defendants complied with the law. Further, the trial would have lasted several weeks and consumed hundreds of thousands of dollars in additional attorneys' fees, and tens of thousands of dollars in additional cost. (Kick Decl. ¶ 18.) Then, whichever side did not prevail would likely appeal, adding years of delay, and more costs. (Kick Decl. ¶ 18.) In contrast, the Settlement provides immediate and certain relief for the Class and aggrieved employees.[5]

3. Allocation to PAGA Penalties

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

IV. THE PROPOSED SETTLEMENT CLASS SHOULD BE CERTIFIED

The Settlement Class is defined as follows:

[A]ll non-exempt employees placed by JobSource Huntington Park at Overhill Farms,

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[5] The Preliminary Approval Checklist also instructs counsel to discuss the risks of achieving class certification. Class certification has already been attained here. While Class Counsel does not believe decertification here was likely, since this is the sort of case that should be certified, nonetheless California law does allow for decertification under certain circumstances. *Green v. Obledo* (1981) 29 Cal.3d 126. (Kick Decl. ¶ 18.)

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").

SA ¶ 1.5.

This Court previously certified substantially identical classes in its May 12, 2025 Order granting Plaintiff's Motion for Class Certification, which was contested. Because certification was proper under the more exacting standard on Plaintiff's contested Motion for Class Certification, it is also proper under the "lesser standard of scrutiny" for determining the propriety of certifying a settlement class. *Dunk v. Ford Motor Co*. (1996) 48 Cal. App. 4th 1794, 1807 n.19; *see Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1987) ("Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems."). As discussed below, for the purposes of this settlement only, the parties ask this Court to reaffirm certification of the Class, as defined above, under Cal. Civ. Proc. Code § 382.

A. <u>Numerosity</u>

Numerosity is met if a proposed class is so large that joinder of all members would be impracticable. Code Civ. Proc. § 382. Numerosity is readily satisfied here as the Class consists of 2,897 employees according to Defendants' estimate. (Kick Decl. ¶ 19); *Vasquez v. Superior Court*, 4 Cal.App.3d 800, 811 (1971); *Newberg on Class Actions*, § 3.5 (4th Ed. 2004) (40 class members is sufficient to satisfy numerosity).

B. <u>Ascertainability</u>

A test for ascertainability is whether the class definition "identifies a group of unnamed plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description." *Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828; *Block v. Major League Baseball* (1998) 65 Cal.App.4th 538, 541-42. The class definition satisfies this requirement. SA ¶ 1.5. In addition, the class members have been identified using JobSource's time and pay data, which will be provided to the Settlement Administrator.

SA ¶ 4.2.

C. Community of Interest

The community of interest requirement has three essential elements: "(1) predominant questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." *Linder v. Thrifty Oil Co.*, 23 Cal.App.4th 429, 435 (2000). As shown below, these elements are met.

a. Commonality

To justify certification, the class proponent must show that questions of law or fact common to the class predominate over the questions affecting the individual members. *See Arenas v. El Torito Rests., Inc*. (2010) 183 Cal. App. 4th 723, 732 (citing *Washington Mut. Bank v. Superior Court* (2001) 24 Cal. 4th 906, 913). Here, Plaintiff contends that not only do there exist common questions of law or fact, but also the common questions predominate over any individual ones. Defendants' own records showed that all Class members were subject to common policies and practices and paid according to uniform formulae. (Kick Decl. ¶ 19.) Commonality and predominance are therefore satisfied.

b. Plaintiff's Claims Are Typical of the Class

Typicality does not require that a class representative has suffered injuries identical to those of other class members. *Martinez v. Joe's Crab Shack Holdings* (2014) 231 Cal.App.4th 362, 375. Typicality "focuses on whether there exists a relationship between the plaintiff's claims and the claims alleged on behalf of the class." *Newberg,* § 3:13. Here, it is Plaintiff's position that his claims are not just typical of those of the other putative class members, they are essentially identical, as Plaintiff and the class members were subject to the same employment policies and practices. (Kick Decl. ¶ 19.) Typicality is satisfied.

c. Adequacy

Class representatives must establish that they will adequately represent the proposed class. *See Barboza v. West Coast Digital GSM, Inc.* (2009) 179 Cal. App. 4th 540, 546. This adequacy analysis focuses on any conflicts that would appear between the named plaintiffs and putative class members. *Richmond v. Dart Industries* (1981) 29 Cal.App.3d 462, 470. The Court must also consider the competency of Plaintiff's counsel in determining whether to certify a class. *Cal. Pak Delivery v. United*

Parcel Service (1997) *Inc.* 52 Cal.App.4th 1, 12; *General Tel. Co. v. Falcon* (1982) 457 U.S. 147, 157-8, n. 13. Class Counsel and the Class Representative meet the adequacy requirement.

The Kick Law Firm, APC has significant class action litigation experience, including in wage and hour class and PAGA actions, and is more than competent. (Kick Decl. ¶¶ 2–4.) The interests of the Plaintiff are not antagonistic to those of the other class members; in fact, their interests are wholly aligned because Plaintiff was subject to the same employment policies and practices as all other Class members. (Kick Decl. ¶ 19.) Moreover, Plaintiff has very actively participated in the Action, including not just sitting for deposition but also preparing with Class Counsel for trial, and understands his responsibility to assist Class Counsel in prosecuting the Action on behalf of the Class. (Declaration of Jwlyous Golden ¶¶ 2, 7; Kick Decl. ¶ 21.)

D. Superiority

Reaffirmation of certification of the Class for settlement purposes is superior here because there will be a global resolution of all claims at once, which fosters judicial economy. Class certification is also vastly superior to litigation of numerous individual claims because most of the claims are too small to litigate outside of the class context. (Kick Decl. ¶ 19); *Richmond v. Dart Industries* (1981) 29 Cal.3d 462, 469. A class action is thus the superior method for adjudicating this controversy.

V. NOTICE TO THE LWDA

Plaintiff Delgado provided proper notice to the LWDA and JobSource prior to the filing of this Action via letter on March 11, 2020, more than 65 days before the filing of the amended complaint to add a claim for PAGA on August 14, 2020. *See* Plaintiff Delgado's Letter to LWDA (Kick Decl. ¶ 20, Ex. 2); LWDA Payment Confirmation (Kick Decl. ¶ 20, Ex. 3). This letter included the factual material required by Labor Code § 2699.3 alerting the LWDA and JobSource to the nature of the alleged violations. 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. (Kick Decl. ¶ 20, Ex. 4.)

VI. CLAIM REQUIREMENT

Not applicable. The settlement fund will be distributed to class members and aggrieved employees without the necessity of submitting a claim. SA ¶ 3.2.

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VII. CY PRES

Under no circumstances will any of the money from this settlement revert to JobSource. SA ¶ 3.1. Rather, the parties have agreed that, subject to this Court's approval, any residue from the settlement will be distributed to Public Citizen Foundation, a consumer advocacy 501(c) non-profit actively involved in employee rights issues such as those involved in this case. SA ¶ 4.4.3. An extensive description of Public Citizen's work and the manner in which it would use the *cy pres* funds can be found at https://www.citizen.org/article/civil-justice-project/ and in the concurrently filed Declaration of Robert Weissman, Co-President of Public Citizen Foundation. None of Plaintiff's attorneys are involved in the governance of Public Citizen Foundation or on its Board of Directors. (Kick Decl. ¶ 22.)

VIII. SETTLEMENT ADMINISTRATION AND CLASS NOTICE

The manner of giving notice and the content of notice must "fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with the proceedings." *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal. App. 4th 1135, 1164 (internal citations and quotations omitted). An appropriate notice has a "reasonable chance of reaching a substantial percentage of the class members." *Duran v. Obesity Rsch. Inst., LLC* (2016) 1 Cal. App. 5th 635, 648, 204 Cal. Rptr. 3d 896, 907; *see also* Cal. Rules of Court 3.766. The notice to be provided to class members is attached as Exhibit A to the Settlement. The notice will be provided in English and Spanish. (Kick Decl. ¶ 13.) As explained further below, the proposed notice satisfies all applicable requirements.

The Settlement Administrator will identify class members using the Class Data provided by JobSource, which includes mailing addresses. SA ¶ 1.8. The Administrator will update Settlement Class Member addresses using the National Change of Address database before mailing them the class notice and will remail notices returned as undeliverable to the appropriate forwarding address or conduct further research to determine a better address. SA ¶ 4.4.1. 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. (Kick Decl. ¶ 14.) A true and correct copy of Phoenix's settlement administration resume is attached as Exhibit A to the concurrently filed Declaration of Jodey Lawrence of Phoenix.

IX. ATTORNEYS' FEES AND COSTS

The benchmark for determining attorney fees is reasonableness. *Karton v. Ari Design & Construction, Inc.* (2021) 61 Cal.App.5th 734, 744. Class Counsel is applying for fees pursuant to the percentage-of-recovery. However, if the Court wishes to perform a cross-check, it is notable that the lodestar in this case far exceeds the amount being sought under the percentage-of-recovery methodology. (Kick Decl. ¶ 23.) This is notable because an implied negative multiplier supports the reasonableness of a percentage fee request, explained by a federal district court in California as follows:

> Moreover, courts have recognized that a percentage fee that falls below counsel's lodestar strongly supports the reasonableness of the award. *See, e.g.*, *In re Flag Telecom Holdings, Ltd. Sec. Litig.*, CV 2-3400 (CM), 2010 WL 4537550, at *26 (S.D.N.Y. Nov. 8, 2010) ("Lead Counsel's request for a percentage fee representing a significant discount from their lodestar provides additional support for the reasonableness of the fee request."). Here, the percentage fee of $23.75 million represents a significant discount from the lodestar amount of $49.6 million—a negative multiplier of approximately .47. Such a "negative" multiplier indicates that Class Counsel is seeking payment for only a portion of the hours that they expended on the action. Because Class Counsel seeks reimbursement for a portion of their work and because Class Counsel will need to perform additional work to supervise the claims administration process, the Court finds the lodestar amount reasonable.

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

As another district Court in California explained:

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

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

Class Counsel will apply for an award of attorneys' fees of forty percent of the GSA, which amounts to $770,000, plus reimbursement of reasonable litigation costs, to be approved by the Court. SA ¶ 3.2.2. This request for attorneys' fees is disclosed to class members in the Notice. Class Notice ¶

3(2)(a) (Ex. A to the Settlement). As stated, the application will be pursuant to the percentage-of-the-fund method. California law allows the award of attorneys' fees in class actions based on the percentage-of-the-fund method. *Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255. This method is appropriate because when it is used, "counsel have an interest in generating as large a recovery for the class as possible, as their fee increases with the class's take. By contrast, when class counsel's fee is set by an hourly rate, the lawyers have an incentive to run up as many hours as possible in the litigation so as to ensure a hefty fee, even if the additional hours are not serving the clients' interests in any way." 5 Newberg and Rubenstein on Class Actions § 15:65 (6th ed.) (comparing the two approaches to fee awards). The requested fee award represents reasonable compensation to Class Counsel for the time and effort involved in prosecuting the case throughout its more than five-year history and overcoming the significant procedural hurdles outlined above, as will be discussed in greater detail in Plaintiff's Motion for Final Approval. Further, the award would reasonably compensate Class Counsel for its risk of non-payment, which it undertook by prosecuting this action on a contingent basis. (Kick Decl. ¶ 23.) Class Counsel also will provide the Court with details of their lodestar with the Motion for Final Approval, for the Court to perform a lodestar cross-check should it wish to do so, and this will document that the lodestar actually substantially exceeds the requested fee.[6]

X. CLASS REPRESENTATIVE SERVICE AWARD

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

[6] Class Counsel seek reimbursement of necessary litigation costs in an amount not to exceed $175,000. All costs will be itemized for the Court's review with the Motion for Final Approval. (Kick Decl. ¶ 24.)

attorney general.”).

Here, as detailed in his concurrently filed declaration, Plaintiff made significant contributions to the success of this lawsuit for the Class, undertook reputational risks, and expended time and effort on behalf of the Class. In addition to the usual work of a class representative involving documents and communicating with Class Counsel and following the case, Mr. Golden also prepared for deposition with Class Counsel and was deposed; prepared for trial testimony with Class Counsel; and was prepared to testify at trial on behalf of the Class. (Golden Decl. ¶¶ 2, 4-7.)

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

XI. PROPOSED SCHEDULE GOING FORWARD

The parties propose the following schedule for the remainder of this case:

Defendants Transfer Class Data to Administrator	May 5, 2026 [Within five (5) days of entry of Court’s Preliminary Approval Order]
Administrator Sends Notice	May 15, 2026 [10 days after Defendants Transfer Class Data to Administrator]
Motion for Final Approval and Attorneys’ Fees Filed	June 15, 2026
Last Day for Individuals to Object or Opt Out of Settlement Class	June 29, 2026 [45 days after Administrator Sends Notice]
Last Day to File Responses to Objections	July 27, 2026
Final Approval Hearing	August 5, 2026 (or ________________________)
Filing by Settlement Administrator of Final Report	May 14, 2027

XII. CONCLUSION

Plaintiff respectfully requests that the Motion for Preliminary Approval be granted in its entirety.

Respectfully submitted,

Dated: February 27, 2026

THE KICK LAW FIRM, APC

By: Taras Kick

Taras Kick, CA Bar No. 143379
Lauren Davis, CA Bar No. 294115
Tyler J. Dosaj, CA Bar No. 306938
Attorneys for Plaintiff Jwlyous Golden, individually and on behalf of all others similarly situated and Aggrieved Employees

PROOF OF SERVICE

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

- **PLAINTIFF'S NOTICE OF MOTION AND UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF A PROPOSED CLASS ACTION SETTLEMENT AND APPROVAL OF PAGA SETTLEMENT;**
- **DECLARATION OF TARAS KICK IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF A PROPOSED CLASS ACTION SETTLEMENT AND APPROVAL OF PAGA SETTLEMENT;**
- **DECLARATION OF JWLYOUS GOLDEN IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF A PROPOSED CLASS ACTION SETTLEMENT AND APPROVAL OF PAGA SETTLEMENT;**
- **DECLARATION OF JODEY LAWRENCE OF BEHALF OF PHOENIX CLASS ACTION SETTLEMENT ADMINISTRATION IN SUPPORT OF PRELIMINARY APPROVAL;**
- **DECLARATION OF ROBERT WEISSMAN;**

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

Eoin L. Kreditor FITZGERALD KREDITOR BOLDUC RISBROUGH LLP 2 Park Plaza, Suite 850 Irvine, California 92614 ekreditor@fkbrlegal.com *Attorneys for Defendants JOBSOURCE, INC., JOBSOURCE HOLDINGS, INC., JOBSOURCE HUNTINGTON PARK, JOBSOURCE NORTH*	Linda Wang Nancy Lubrano CDF LABOR LAW 18300 Von Karman Avenue, Suite 800 Irvine, CA 92612 lwang@cdflaborlaw.com nlubrano@cdflaborlaw.com Attorneys for Defendant OVERHILL FARMS, INC.

Nazo Koulloukian, SBN 263809 nazo@koullaw.com KOUL LAW FIRM 3435 Wilshire Blvd., Suite 1710 Los Angeles, CA 90010 Telephone: (213) 761-5484 Facsimile: (818) 561-3938 Attorneys for Plaintiff JOSE RIVERA and all putative members	Sahag Majarian, Esq. SBN 146621 Garen Majarian, Esq. SBN 334104 garen@majarianlawgroup.com MAJARIAN LAW GROUP, APC 18250 Ventura Blvd. Tarzana, CA 91356 Telephone: (818) 609-0807 Facsimile: (818) 609-0892 Attorneys for Plaintiff JOSE RIVERA and all putative members

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **February 27, 2026.**

/s/ Alina Muresan
Alina Muresan