

MOON & YANG, APC

Kane Moon (SBN 249834)

E-mail: kane.moon@moonyanglaw.com

Allen Feghali (SBN 301080)

E-mail: allen.feghali@moonyanglaw.com

Brett Gunther (SBN 306448)

E-mail: brett.gunther@moonyanglaw.com

Sohyun Julie Oh (SBN 341157)

E-mail: julie.oh@moonyanglaw.com

1055 W. Seventh St., Suite 1880

Los Angeles, California 90017

Telephone: (213) 232-3128

Facsimile: (213) 232-3125

Attorneys for Plaintiff Jose Ernesto Lucas

Additional counsel listed on following page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

JOSE ERNESTO LUCAS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

SW INGREDIENTS HOLDINGS, LLC, a
Delaware limited liability company; SPICE
WORLD INC., a Florida corporation; SPICE
WORLD, LLC, a Florida limited liability
company; and DOES 1 through 10, inclusive,

Defendants

Lead Case No. 21CECG01943
(Consolidated with cases 21CECG03840,
22CECG00586)

[Assigned to Hon. Jonathan Skiles, Dept. 403]

**CONSOLIDATED CLASS AND
REPRESENTATIVE ACTION**

**DECLARATION OF JOSE MAGALLAN
IN SUPPORT OF MOTION FOR AN
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 11, 2023

Time: 3:30 p.m.

Dept. 403

Judge: Jonathan Skiles

JOSE MAGALLAN, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

SW INGREDIENTS HOLDINGS, LLC d/b/a
SPICE WORLD, INC., a Delaware Limited
Liability Company; and DOES 1 Through 10,
inclusive,

Defendants.

COHELAN KHOURY & SINGER

Isam C. Khoury (SBN 58759)

E-mail: ikhoury@ckslaw.com

Michael D. Singer (SBN 115301)

E-mail: msigner@ckslaw.com

Rosemary C. Khoury (SBN 331307)

E-mail: rkhoury@ckslaw.com

605 C Street, Suite 200

San Diego, California 92101

Telephone: (619) 595-3001

Facsimile: (619) 595-3000

DAVTYAN LAW FIRM, INC.

Emil Davtyan (SBN 299363)

E-mail: support@davtyanlaw.com

400 N. Brand Blvd, Suite 700

Glendale, California 91203

Telephone: (818) 875-2008

Facsimile: (818) 722-3974

Attorneys for Plaintiff Jose Magallan

1 I, Jose Magallan, declare as follows:

2 1. I am over the age of eighteen years of age. If called as a witness, I could testify
3 to the facts in this declaration based on my personal knowledge. I submit this declaration in
4 support of the Motion for Preliminary Approval of Class Action Settlement, my adequacy to
5 serve as a representative of the Class, and my requested Class Representative Service Payment.

6 2. I am not related to any attorney working on the case, I am not aware of any
7 interests I have that are averse to the interests of any class member, and I do not have any
8 conflicts that would keep me from adequately representing the class. I have been and remain
9 committed to prosecuting this case vigorously on behalf of the class. I agreed to become a
10 representative and named plaintiff in this case to represent other employees who experienced
11 similar violations as me.

12 3. From April 2020 to August 2020, I worked for SW INGREDIENTS HOLDINGS,
13 LLC d/b/a SPICE WORLD, INC. ("SW Ingredients") as a Sanitation Cleaner, from August
14 2020 to February 2021 as a Quality Assurance employee, and from February 2021 to April 21,
15 2021 as a Maintenance Clerk. As a Sanitation Cleaner, my duties included taking machines
16 apart and cleaning and soaking parts according to specific processes. As a Quality Assurance
17 employee, my duties included taking product samples and sending them to a lab for testing,
18 receiving results from the lab, and releasing products that had passed and throwing away
19 products that had not passed the testing process. As a Maintenance Clerk, my duties included
20 ordering parts, driving to pick up parts, keeping track of maintenance items and inventory, and
21 conducting quality checks every hour.

22 4. After my employment ended, I retained the law firms of Cohelan Khoury &
23 Singer and Davtyan Law Firm, Inc. to pursue this case as a proposed wage and hour Class and
24 PAGA Representative action. I contended some of SW Ingredients' policies and procedures
25 were unlawful, including not paying me all minimum, regular, and overtime wages owed and
26 not providing me with all meal and rest breaks, which directly led to SW Ingredients' failure to
27 provide me with accurate wage statements and all wages owed to me upon my separation from
28 the company.

1 5. I also contended that SW Ingredients did not reimburse me for work-related
2 expenses, including cell phone expenses, mileage expenses, and other vehicle-related expenses.
3 I was required to use my personal cell phone for work-related purposes during my shifts,
4 including to call coworkers and managers when issues arose. I made and received work calls
5 on every shift, several times per shift using my personal cell phone. I was required to use my
6 personal vehicle to drive during work hours when machines broke down and was required to
7 buy parts to repair them. I estimate that I drove ten to fifteen miles per day during my shift.

8 6. Since beginning the legal process over one- and one-half years ago, I have had
9 many calls with my attorneys, and exchanged many emails with them, and provided all the
10 documents and records they requested about my employment, including earnings statements,
11 text messages, and emails. I also signed documents so that my attorneys could request additional
12 employment and payroll records from SW Ingredients.

13 7. I agreed to file this lawsuit to help others who were not aware of their rights or
14 were afraid to complain for fear of losing their jobs. I understood the lawsuit could continue
15 for well over a year or two, which it has, and require my attention the entire time.

16 8. I understood by filing a class action against an employer I risked losing future
17 jobs because an internet search would show I sued a past employer.

18 9. Despite the risks, I am proud to have my name on the case and to have caused
19 Defendants to pay my fellow employees a substantial amount because I filed it.

20 10. As part of my duties and responsibilities as a Class Representative, I was
21 informed SW Ingredients had the right to take my deposition. I was told my deposition
22 preparation and deposition itself would take multiple days, and that my attorneys would prepare
23 me so that I would be comfortable when giving my testimony. Although my deposition was
24 ultimately not taken, I feel I would have been adequately prepared and able to testify effectively
25 about my experience at SW Ingredients.

26 11. To prepare for mediation, in October 2022, I discussed the case in detail with my
27 attorneys, including its potential strengths and weaknesses. I believe my thorough knowledge
28 of SW Ingredients' practices helped them to evaluate the claims, assess the potential damages,

1 and develop persuasive presentations for the mediation.

2 12. I made myself available the day of mediation. I believe my efforts helped obtain
3 the results in this case. I reviewed the Memorandum of Understanding following mediation,
4 discussed it with my attorneys, and signed it.

5 13. I have reviewed the proposed settlement agreement in this case, and after
6 discussions with my attorneys, signed it. Based on my involvement and the issues and risks
7 involved in this case, I believe the proposed settlement obtained on behalf of the Class is a good
8 result.

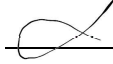
9 14. I understand I am eligible for an additional payment for acting as a class
10 representative, and that this payment is subject to Court approval. Considering the risks that I
11 took, the money class members will receive as part of the settlement, and the years I waited to
12 receive anything, I believe the requested service award of \$7,500 is reasonable.

13 15. My involvement in this case includes: (1) searching for and finding an attorney
14 to handle this case; (2) initiating the case and being an active participant throughout; (3)
15 numerous conferences with my attorneys; (4) searching for and providing information and
16 documents to my attorneys; (5) beginning to prepare for my deposition, although not taken; (6)
17 risking the payment of SW Ingredients' legal costs and having a judgment entered against me
18 if we lost the case; (7) being available on the day of mediation; (8) consenting to the Settlement,
19 and then reviewing and signing the Memorandum of Understanding and Settlement Agreement;
20 (9) facing the potential loss of job opportunities for having filed a lawsuit against a former
21 employer; and (10) the time I spent on this case, both before and after it was filed, which took
22 time from pursuing other interests, and being with friends and family.

23 16. I am not aware of any other pending matter or action asserting claims that will
24 be extinguished or adversely affected by the settlement.

25 17. I am aware of, and consented in writing to, the division of attorneys' fees
26 recovered between Moon & Yang, APC (50%) and Cohelan Khoury & Singer (50%)—with
27 Cohelan Khoury & Singer's 50% divided 66 2/3% to Cohelan Khoury & Singer and 33 1/3%
28 to Davtyan Law Firm, Inc.

1 I declare under the penalty of perjury under the laws of the State of California the
2 foregoing is true and correct and this declaration is executed on 4/17/2023, in
3 Avenal, California.

4  _____

5 Jose Magallan
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28