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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 ERNESTO
LUCAS IN SUPPORT OF MOTION FOR
AN ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 14, 2024

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.

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Attorneys for Plaintiff Jose Magallan

1 I, Jose Ernesto Lucas, 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 approximately June 2020 to May 2021, I worked for SW INGREDIENTS
13 HOLDINGS, LLC d/b/a SPICE WORLD, INC. ("SW Ingredients") as a forklift driver where
14 my job duties included fixing palettes, organizing cardboard, throwing out trash, loading and
15 unloading trucks, and working other assignments as was needed.

16 4. After my employment ended, I retained the law firms of Moon & Yang, APC to
17 pursue this case as a proposed wage and hour Class and PAGA Representative action. I
18 contended some of SW Ingredients' policies and procedures were unlawful, including not
19 paying me all minimum, regular, and overtime wages owed and not providing me with all meal
20 and rest breaks, which directly led to SW Ingredients' failure to provide me with accurate wage
21 statements and all wages owed to me upon my separation from the company.

22 5. During my employment I experienced several practices that I believed to be
23 unlawful, which other employees of Defendant also experienced. For example, I and other
24 employees had to work "off-the-clock" to undergo COVID-19 temperature and security checks
25 as well as wait in line to clock into work which was also uncompensated. I also experienced
26 late or missed meal or rest periods, especially when I had to unload trucks and could not go on
27 break until the truck was fully unloaded. I believe this occurred at least 1 to 2 times per week.
28 I also contended that SW Ingredients did not reimburse me for work-related expenses, including

1 gloves, masks, and earplugs for which I was not reimbursed.

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

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

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

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

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

20 11. To prepare for mediation, in October 2022, I discussed the case in detail with my
21 attorneys, including its potential strengths and weaknesses. I believe my thorough knowledge
22 of SW Ingredients' practices helped them to evaluate the claims, assess the potential damages,
23 and develop persuasive presentations for the mediation.

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

27 13. I have reviewed the proposed settlement agreement in this case, and after
28 discussions with my attorneys, signed it. Based on my involvement and the issues and risks

involved in this case, I believe the proposed settlement obtained on behalf of the Class is a good result.

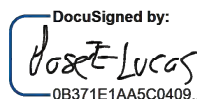
14. I understand I am eligible for an additional payment for acting as a class representative, and that this payment is subject to Court approval. Considering the risks that I took, the money class members will receive as part of the settlement, and the years I waited to receive anything, I believe the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

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

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

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

I declare under the penalty of perjury under the laws of the State of California the foregoing is true and correct and this declaration is executed April 7, 2023, in Coalinga, California.

DocuSigned by:

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Jose Ernesto Lucas