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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**

**[PROPOSED]**

**ORDER GRANTING FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT AND  
ENTERING JUDGMENT**

Date: July 11, 2024

Time: 3:30 p.m.

Dept.: 403

Judge: Hon. 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 This matter came on for hearing on July 11, 2024 at 3:30 p.m. in Department 403 of the  
2 above-captioned Court on Plaintiffs’ Motion for Order Granting Final Approval of Class Action  
3 Settlement and Entering Judgment (“Motion”) pursuant to California Rule of Court 3.769, and  
4 the Court’s Order Granting Preliminary Approval filed February 21, 2024, and the Class Action  
5 and PAGA Settlement Agreement (“Settlement Agreement”) filed October 17, 2023 in  
6 conjunction with Plaintiffs’ Renewed Preliminary Approval Motion.

7 Having received and considered the Settlement Agreement, the supporting papers filed  
8 by the Parties, and the evidence and argument received by the Court in conjunction with the  
9 Renewed Motion for Preliminary Approval of Class Action Settlement, and the supporting  
10 papers, and evidence and argument received by the Court in conjunction with the Motion for  
11 Order Granting Final Approval of Class Action Settlement, the Court grants final approval of  
12 the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING  
13 DETERMINATIONS:

14 1. Pursuant to the Preliminary Approval Order filed February 21, 2024, a Notice of  
15 Proposed Class Action Settlement (“Class Notice”) was sent to each Class Member by first-class  
16 United States mail. The Class Notice informed the Class of the terms of the Settlement, their  
17 right to receive a Settlement Payment without any required action, their right to comment upon  
18 or object to the Settlement, and their right to appear in person or by counsel at the final approval  
19 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were  
20 provided for each of these procedures.

21 2. No member of the Class filed a request to be excluded from the Settlement or a  
22 written objection to the proposed Settlement as part of this notice process or stated an intention  
23 to appear at the final approval hearing.

24 3. The Court finds and determines this notice procedure afforded adequate  
25 protections to Class Members and provides the basis for the Court to make an informed decision  
26 regarding approval of the Settlement based on the responses of the Class. The Court finds and  
27 determines that the notice provided in this case was the best notice practicable, which satisfies  
28 the requirements of law and due process.

1           4.     With respect to the Class and for purposes of approving this Settlement only, this  
2 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous  
3 that joinder of all members is impracticable; (b) there are questions of law or fact common to  
4 the Class, and there is a well-defined community of interest among members of the Class with  
5 respect to the subject matter of the Action; (c) the claims of the Class Representatives are typical  
6 of the claims of the members of the Class; (d) the Class Representatives have fairly and  
7 adequately protected the interests of the members of the Class; (e) a class action is superior to  
8 other available methods for an efficient adjudication of this controversy; and (f) the counsel of  
9 record for Plaintiffs and the Class Representatives, i.e., Class Counsel, are qualified to serve as  
10 counsel for Plaintiffs in their individual and representative capacity for the Class.

11           5.     The Court confirms certification, for settlement purposes only, of the Class: “all  
12 current and former non-exempt persons employed by Spice World, Inc. and/or Spice World,  
13 LLC in California at any time from July 20, 2017 through February 21, 2024.”

14           6.     The Court finds and determines the terms set forth in the Settlement Agreement  
15 are fair, reasonable, and adequate and, having found that the Settlement was reached as a result  
16 of informed and non-collusive arms’-length negotiations facilitated by a neutral and experienced  
17 mediator, directs the Parties to effectuate the Settlement according to the terms set forth in the  
18 Settlement Agreement. The Court further finds the Parties conducted extensive investigation,  
19 research, and discovery, and that their attorneys were able to reasonably evaluate their respective  
20 positions. The Court also finds that Settlement will enable the Parties to avoid additional and  
21 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue  
22 to litigate the case. The Court has reviewed the monetary recovery and recognizes the significant  
23 value provided to the Class.

24           7.     The Court further finds and determines that the terms of the Settlement are fair,  
25 reasonable and adequate to the Class and to each Class Member and that the Settlement is  
26 ordered finally approved, and that all terms and provisions of the Settlement Agreement should  
27 be and hereby are ordered to be consummated.

28           8.     The Court finds and determines that the Settlement Payments to be paid to

1 Participating Settlement Class Members as provided for by the Settlement are fair and  
2 reasonable. The Court hereby grants final approval to and orders the payment of those amounts  
3 be made to the Participating Class Members in accordance with the Settlement Agreement.

4 9. The Court finds and determines that the fees and expenses in administering the  
5 Settlement incurred by ILYM Group, Inc. in the amount of \$8,600 are fair and reasonable. The  
6 Court hereby grants final approval to and orders that the payment of that amount in accordance  
7 with the Settlement Agreement.

8 10. The Court finds and determines the Class Representative Service Payments of  
9 \$7,500.00 each to Plaintiffs Jose Ernesto Lucas and Jose Magallan are fair and reasonable. The  
10 Court hereby orders the Administrator to make these payments to the Plaintiffs Jose Ernesto  
11 Lucas and Jose Magallan, in accordance with the terms of the Settlement Agreement.

12 11. The Court approves the payment of PAGA civil penalties in the amount of  
13 \$3,750.00 to the California Labor and Workforce Development Agency (“LWDA”) representing  
14 the LWDA’s 75% share of the \$5,000.00 allocated to the PAGA claim.

15 12. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence  
16 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’  
17 fees of \$141,666.67 and litigation costs of \$27,636.56. The Court finds such amounts to be fair  
18 and reasonable. The Court hereby orders the Administrator to make these payments in  
19 accordance with the terms of the Settlement Agreement.

20 13. Without affecting the finality of this Order or the entry of judgment in any way,  
21 the Court retains jurisdiction of all matters relating to the interpretation, administration,  
22 implementation, effectuation, and enforcement of this Order and the Settlement Agreement.

23 14. Neither Defendants nor any related persons or entities shall have any further  
24 liability for costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or  
25 liability, except as provided for by the Settlement Agreement.

26 15. The Settlement is not an admission of liability by Defendants or any of the other  
27 Released Parties, nor is this Judgment a finding of the validity of any claims in the Actions or  
28 of any wrongdoing by Defendants or any of the other Released Parties. Neither this Judgment,

1 the Settlement, nor any document referred to herein, nor any action taken to carry out the  
2 Settlement is, may be construed as, or may be used as an admission by or against Defendants or  
3 any of the other Released Parties of any fault, wrongdoing or liability whatsoever. The entering  
4 into or carrying out of the Settlement, and any negotiations or proceedings related thereto, shall  
5 not in any event be construed as, or deemed to be evidence of, an admission or concession with  
6 regard to the denials or defenses by Defendants or any of the other Released Parties and shall  
7 not be offered in evidence against Defendants or any of the Released Parties in any action or  
8 proceeding in any court, administrative agency or other tribunal for any purpose whatsoever  
9 other than to enforce the provisions of this Judgment, the Settlement, or any related agreement  
10 or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action  
11 or in any other proceeding this Judgment, the Settlement, or any other papers and records on file  
12 in the Action as evidence of the Settlement and to support a defense of res judicata, collateral  
13 estoppel, release, waiver or other theory of claim preclusion, issue preclusion or similar defense  
14 as to the released claims.

15 16. Pursuant to Labor Code section 2699(l)(3), Plaintiffs shall submit a copy of this  
16 Order to the California Labor and Workforce Development Agency within 10 days after entry  
17 of the Judgment.

18 17. Nothing in this Order shall preclude any action to enforce the Parties' obligations  
19 under the Settlement Agreement or under this Order, including the requirement that Defendants  
20 make payments to the Participating Class Members in accordance with the Settlement.

21 18. The Court hereby enters final judgment in accordance with the terms of the  
22 Settlement Agreement, the Court's Preliminary Approval Order, and this Order.

23 19. The Parties will bear their own costs and attorneys' fees except as otherwise  
24 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

25 IT IS SO ORDERED.

26  
27 Date: \_\_\_\_\_

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The Honorable Jonathan Skiles

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