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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 ISAM C. KHOURY
IN SUPPORT OF MOTION FOR AN
ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND
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.

COHELAN KHOURY & SINGER

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Attorneys for Plaintiff Jose Magallan

1 I, Isam C. Khoury, declare as follows:

2 1. I am a Partner with the law firm of Cohelan Khoury & Singer, co-counsel of record
3 for Plaintiff Jose Magallan and the Settlement Class. I submit this Declaration in Support of
4 Plaintiff's Motion for Order Granting Final Approval of Class Action Settlement. The following
5 facts are within my personal knowledge and if called to testify I could and would competently
6 testify to them.

7 2. I am a 1973 Hastings School of Law graduate and was admitted to the California
8 State Bar in 1974 and am admitted to practice in all state courts in California and in the all
9 federal courts in California, as well as the First Circuit Court of the State of Hawaii and the
10 United States Court of Appeals for Sixth Circuit.

11 3. In 1981, Timothy D. Cohelan and I formed Cohelan & Khoury, a Partnership of
12 Professional Law Corporations, in 1981 and within a few years began to focus on class actions.
13 Cohelan & Khoury became Cohelan Khoury & Singer in 2009. Our firm represents plaintiffs in
14 class and representative action litigation, including wage and hour, labor and employment,
15 antitrust, consumer protection, construction defect and other public interest class and
16 representative actions.

17 4. I, along with Partner Diana M. Khoury have been selected by our peers based on
18 ethics, experience and reputation as Super Lawyers in Civil Litigation by the Southern California
19 Super Lawyers Magazine for the years 2012 through the present. Michael D. Singer, Managing
20 Partner, was named to the Daily Journal 2012, 2013, and 2018 list of Top California Labor and
21 Employment Attorneys and selected to the Southern California Super Lawyers in 2010, 2012-
22 2019. Mr. Singer was admitted as a fellow to the College of Labor and Employment Attorneys
23 in 2020. I am AV – Preeminent rated by Martindale-Hubbell, as are many attorneys in our firm.

24 5. Cohelan Khoury & Singer has been certified by the State Bar of California to
25 provide the Mandatory Continuing Legal Education activity entitled "Litigating California Class
26 Actions" and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D.
27 Cohelan, is the author of Cohelan on California Class Actions (1997-2024, updated annually),
28 part of Thomson Reuters Expert Series updated annually. Michael D. Singer is a contributing

author on the CEB publication California Wage and Hour Law: Compliance and Litigation (2010-2024 updated annually), in which he wrote the opening chapter overview on California Wage and Hour laws, including the public policy underpinnings for those laws, and the Private Attorneys General Act (PAGA) Claim chapter. He is also a contributing author to the CEB Practitioner (2020), including guidelines for oral argument and forms for PAGA litigation. Mr. Singer has served as a columnist for the California State Bar, Litigation Section on wage and hour litigation and has contributed articles on wage and hour and class action issues through the years to numerous California publications.

6. Prior to COVID-19, Mr. Singer typically lectured several times per year for continuing education courses on wage and hour and class action issues at events in San Diego, Orange County, Los Angeles, and San Francisco. For over twelve years, Mr. Singer has served as wage and hour amicus co-chair and liaison for the California Employment Lawyers Association, drafting, reviewing, and coordinating amicus filings on wage and hour issues in the California Supreme Court and Courts of Appeal. He has been engaged in the practice of labor and employment law since 2000, handling well over 300 wage and hour class and PAGA actions and several individual labor cases. He has litigated several types of employment actions, including complex ERISA employee welfare benefit plan cases, as well as wage and hour class actions before Federal and State Courts in California. In 2014, Mr. Singer, along with form Partner J. Jason Hill, tried a wage and hour class action involving claims for illegally deducted wages and unreimbursed expenses. *Dilts v Penske Logistics LLC, Inc.* Mr. Singer successfully appealed the trial court ruling in *Dilts* finding state laws preempted by the FAAAA for truck drivers.

7. Mr. Singer has participated in over 50 appellate cases and argued writs and appeals before several California District Courts of Appeal, arguing for plaintiffs on rehearing in *Brinker International Inc. v. Superior Court* before the Fourth District Court of Appeal, as well as federal appeals in the Second, Third, and Ninth Circuit Courts of Appeals. In addition, Mr. Singer has drafted numerous appellate briefs as the appellant, respondent, or amicus curiae in employment class and individual actions. As co-Class Counsel in *Brinker Restaurant Corp. v. Superior Court*

1 [formerly reported at (2008)165 Cal.App.4th 25], Mr. Singer argued before the Fourth District
2 Court of Appeal in May 2008 on transfer from the California Supreme Court, and co-authored
3 the successful Petition for Review. My firm has successfully tried class cases, obtained appellate
4 reversals of class certification denials (*Hicks v. Kaufman and Broad*, (2001) 89 Cal.App.4th
5 908), and certified multiple wage and hour classes.

6 8. As a part of our overall firm philosophy lawyers perform community service and
7 pro bono work. Firm volunteer work includes service through the Legal Aid at Work, San Diego
8 Volunteer Lawyer Program, the San Diego County Bar Foundation and Consumer Attorneys of
9 San Diego. Mr. Cohelan served as the Chair of the San Diego Volunteer Lawyers Program from
10 2015-2018, and currently sits on the Board as past Chair. He completed 24 years of volunteer
11 judicial service as a Judge Pro Tem of the San Diego Superior Court. Mr. Singer has served on
12 the Legal Aid at Work Board of Directors since 2011. Since admission to the California Bar,
13 Partner Diana M. Khoury has been a member of the San Diego County Bar Association,
14 Consumer Attorneys of San Diego, Consumer Attorneys of California, and American
15 Association for Justice serving and chairing various committees through the years for these
16 organizations. For six years from 2010 through 2015, Ms. Khoury served on the Board of
17 Directors for Consumer Attorneys of San Diego. Since 2013, Ms. Khoury actively serves on the
18 Board of Directors for the San Diego County Bar Foundation, the 501(c)(3) charitable arm of
19 the San Diego County Bar Association providing access to justice to the underserved and
20 impoverished in the San Diego County region. During law school, Partner Jeff Geraci interned
21 for the ACLU and Equal Rights Assistance assisting on impact litigation class action lawsuits
22 and is past recipient of the Wiley W. Manuel Award for Pro Bono Service. Our firm's recent pro
23 bono victories include a settlement which prohibits the City of San Diego from targeting
24 homeless people for illegal lodging tickets under Penal Code Section 467(j). (*Spencer v. City of*
25 *San Diego*, USDC Case No 04CV-2314 BEN (WMC).) The *Spencer* settlement had the effect of
26 increasing the number of available shelter beds in San Diego.

27 9. Cohelan Khoury & Singer has been certified Class Counsel in the following
28 contested proceedings: *Aguilar v. Atlantic Richfield, et al.*, San Diego County Superior Court

1 Case No. 00700810; *Andino v. Kaiser Foundation Hospitals*, Alameda County Superior Court
2 Case No. RG11580548; *Arellano, et al. v. Container Connection of Southern California, Inc.*,
3 Los Angeles County Superior Court Case No. BC500675; *BANK OF AMERICA WAGE AND*
4 *HOOR EMPLOYMENT PRACTICES LITIGATION*, United States District Court, District of
5 Kansas MDL Case No. 2138 (FLSA Condition Certification); *Czuchaj v. Conair Corporation*,
6 United States District Court, Southern District of California Case No. 13CV1901; *Dilts, et al. v.*
7 *Penske Logistics, L.L.C., et al.*, United States District Court, Southern District of California Case
8 No. 08CV0318; *Englert, et al. v. AT&T Wireless Services, Inc., et al.*, Circuit Court of the
9 Second Circuit, State of Hawaii Case No. 02-1-0074; *Evans v. Washington Mutual Bank*, Orange
10 County Superior Court Case No. 02CC15415; *Filion v. Ethan Allen Retail Inc.*, United States
11 District Court, Southern District of California Case No. 05CV2340; *Gerard v. Les Schwab Tire*
12 *Centers of California, Inc.*, Sacramento County Superior Court Case No. 2007-30000003;
13 *Grana, et al. v. PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and PICS*
14 *L.A.S.C.* Case No. BC472891; *Gutierrez v. Save Mart Supermarkets* San Mateo Superior Case
15 No. CIV530955; *Wilcox v Albertsons*, San Diego County Superior Court Case No. GIC833922;
16 *Gonzalez, et al. v. Freedom Communications, Inc. d/b/a The Orange County Register*, Orange
17 County Superior Court Case No. 03CC08756; *Graham, et al. v. Overland Solutions, Inc.*, United
18 States District Court, Southern District of California Case No. 10CV0672 (FLSA Conditional
19 Certification); *Hicks v. Kaufman and Broad Home Corp.*, Los Angeles County Superior Court
20 Case No. B198414; *Hohnbaum, et al. v. Brinker Restaurant Corporation, et al.*, San Diego
21 County Superior Court Case No. GIC834348; *KEMP, et al. v. CSEA, et al.*, Circuit Court of the
22 First Circuit, State of Hawaii Case No. 98-3815-08; *LIBERTY MUTUAL OVERTIME CASES*,
23 Los Angeles County Superior Court Case No. JCCP 4234; *Mitchell, et al. v. Acosta, Inc., dba*
24 *Acosta Sales and Marketing Company*, United States District Court, Central District of
25 California Case No.11CV07196 (FLSA Conditional Certification); *Santana v. Rady Children's*
26 *Hospital-San Diego*, San Diego County Superior Court Case No. 37-2014-00022411; *Schaffer*
27 *v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-
28 00022978; *Schneider, et al. v. Catholic Healthcare West*, San Francisco County Superior Court

Case No. CGC-10-506243; *Salucci v. Amada Senior Care, Inc.*, Orange County Superior Court Case No. 37-2015-00778081; *Smith v. California Pizza Kitchen*, San Diego County Superior Court Case No. 37-2008-00083992; STEROID HORMONE PRODUCT CASES, Los Angeles County Superior Court Case No. JCCP 4363; *Stevenson Aibangbee v. Victoria Apartments, et al.*, Los Angeles County Superior Court Case No. BC299498; *Swift v. Liebert Corp.*, Orange County Superior Court Case No. 00CC04588; *Sylvia, et al. v. Wells Fargo Home Mortgage, Inc.*, Orange County Superior Court Case No. 03CC05747; *Vaquero v. Ashley Furniture Industries, Inc., et al.*, United States District Court, Central District of California Case No. 12CV8590; *Vaquero v. Stoneledge Furniture LLC*, Los Angeles County Superior Court Case No. BC522676; *Vazquez v. Kraft Heinz Foods Company*, United States District Court, Southern District of California Case No. 16-CV-02749; *Watson v. Raytheon Company*, United States District Court, Southern District of California Case No. 10CV0634; and *Weigle v. FedEx Ground Package System, Inc.*, United States District Court, Southern District of California Case No. 06CV1330, among others, as well as being appointed Class Counsel in connection with well over 300 class action settlements.

10. Cohelan Khoury & Singer has actively commenced, prosecuted and concluded numerous state and federal class and representative actions. Since 2016, Cohelan Khoury & Singer has played a central role in the resolution of such cases, including the following, which have received court approval: (a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court, Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A., Inc.*, Los Angeles County Superior Court, Case No. BC577885, Hon. Elihu M. Berle; (c) *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California, Case No. 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYS*, United States District Court, Central District of California, Case No. 18-cv-00415, Hon. David O. Carter; (e) *Grana v. PICO Enterprises, Inc.*, Los Angeles County Superior Court, Case No. BC472891, Hon. Stephanie M. Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court, Case No. CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los Angeles County Superior Court Case

1 No. BC590913, Hon. Elihu M. Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*, San
2 Diego County Superior Court, Case No. 2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v.*
3 *Caliber Home Loans, Inc.*, Orange County Superior Court, Case No. 2018-01017838; (j) *Klein*
4 *v. Loomis Armored US, LLC*, San Bernardino County Superior Court, Case No. CIVDS1704547,
5 Hon. David Cohn; (k) *Laureano v. The Art of Shaving*, Los Angeles County Superior Court,
6 Case No. BC550093, Hon. Amy D. Hogue; (l) *Lopez, et al. v. Management & Training*
7 *Corporation, et al.*, United States District Court, Southern District of California, Case No. 17-
8 CV-010624 JM, Hon. Jeffrey T. Miller; (m) *Magdaleno v. Shelly Automotive, LLC*, Orange
9 County Superior Court Case No. 2013-0043958, Hon. Kim. G. Dunning; (n) *McGrath, et al. v.*
10 *Wyndham Resort Development Corporation, et al.*, United States District Court, Southern
11 District of California, Case. No. 15-CV-1631 JM, Hon. Jeffrey T. Miller; (o) *Mena v. Wolfgang*
12 *Puck Catering*, Los Angeles County Superior Court Case No. BC582743, Hon. John Shepard
13 Wiley, Jr.; (p) *Morales v. The Los Angeles Country Club*, Los Angeles County Superior Court,
14 Case No. BC566493, Hon. William F. Highberger; (q) *Nijmeh v. Bon Appetit Management*
15 *Company, Inc.*, Santa Clara County Superior Court, Case No. 16CV294127, Hon. Thomas E.
16 Kuhnle; (r) *Plascencia v. Aramark Services, Inc.*, Santa Clara County Superior Court, Case No.
17 2015-1-CV-288310, Hon. Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San
18 Bernardino County Superior Court, Case No. CIV-DS-1511918, Hon. Donald Alvarez; (t) *Raya*
19 *v. Amazon*, USDC, Northern District of California, Case No. 15-CV-02005 MMC, Hon. Maxine
20 M. Chesney; (u) *Rivas v. ESA Management*, USDC, Central District of California, Case No. 14-
21 CV-5767, Hon. Dale S. Fischer; (v) *Rodriguez v Healthcare Partner Medical Group, Inc.*, Los
22 Angeles County Superior Court, Case No. BC541313, Hon. Kenneth Freeman; (w) *Ryan v.*
23 *Dignity Health*, Sacramento County Superior Court Case No. 2013-00147371, Honorable Alan
24 G. Perkins; (x) *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior
25 Court Case No. 37-2014-00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's*
26 *Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978, Hon. Joel
27 R. Wohlfeil; (z) *Schneider v. Catholic Healthcare West*, San Francisco County Superior Court,
28 Case No. CGC-10-506243, Hon. Angela Bradstreet; (aa) *Schwartz v Bank of the West*, San

1 Francisco County Superior Court, Case No. CGC-14-538955, Hon. Harold E. Kahn; (bb) *Syed*
2 *v. M.I. Swaco*, USDC, Eastern District of California, Case No. 12-CV-01718 DAD, Hon. Dale
3 A. Drozd; (cc) *Vaquero, et al. v. Stoneledge Furniture, LLC*, Los Angeles County Superior Court
4 Case No. BC522676, Hon. Elihu M. Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, USDC,
5 Southern District of California Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v.*
6 *Cedars-Sinai Medical Center*, Los Angeles County Superior Court Case No. BC487290, Hon.
7 William F. Highberger; among others.

8 11. Plaintiffs Jose Lucas and Jose Magallan (“Plaintiffs”) seeks final approval of a
9 pre-certification wage and hour class and Private Attorneys General Act (PAGA) action
10 settlement of \$425,000.00. The proposed Settlement will benefit 311 individuals employed in
11 California by Defendants SW Ingredients Holdings, LLC, Spice World, Inc., and Spice World,
12 LLC (collectively, “Defendants”) as non-exempt employees any time during the Class Period
13 (July 20, 2017 to February 21, 2024).

14 12. With no reversion to Defendants, 100 percent of this money will be paid out to
15 the Class. Finally, all monetary requests herein are reasonable in light of work performed, costs
16 reasonably incurred, and results achieved. Attached as **Exhibit 1** hereto is a true and correct
17 copy of the Settlement Agreement.

18 13. Defendants manufacture, package, and sell a variety of prepared ingredients, such
19 as pre-minced garlic and seasoning blends.

20 14. Plaintiff Lucas worked for Defendants as a non-exempt forklift operator from
21 approximately June 2020 to May 2021 and was classified as non-exempt during the entirety of
22 his employment. Plaintiff Magallan worked for Defendants as a non-exempt employee from
23 approximately April 2020 to April 21, 2021. From April 2020 to August 2020, Plaintiff Magallan
24 worked as a Sanitation Cleaner, from August 2020 to February 2021 as a Quality Assurance
25 employee, and from February 2021 to April 21, 2021 as a Maintenance Clerk.

26 15. Plaintiff Lucas filed a class action complaint against Defendants on July 2, 2021,
27 amending his complaint to allege PAGA claims on September 23, 2021. On June 28, 2021,
28 Defendant produced Plaintiff Magallan’s requested personnel file. On August 31, 2021,

1 Magallan filed a PAGA complaint on behalf of the same employee group as in the Lucas action,
2 and on September 13, 2021, Magallan filed a class action complaint, with the Magallan claims
3 overlapping with, and class definition matching to, the Lucas action. On February 25, 2022,
4 Magallan served written discovery on, and noticed the deposition of, Defendants. Plaintiffs
5 agreed to consolidate their actions and filed a consolidated complaint on March 25, 2022, which
6 Defendants answered on April 11, 2022. The consolidated complaint alleges class claims for
7 minimum, overtime, paid time off, meal and rest period premium, and final wages, wage
8 statement penalties, and expense reimbursements, a cause of action under the UCL, and PAGA
9 claims for the same underlying violations. Around March 22, the Parties agreed to mediate, and
10 Defendants produced all necessary data for mediation, which Plaintiffs' consultant, Bennett
11 Berger, analyzed.

12 16. On October 12, 2022, with Plaintiffs relying on a class-wide damages and
13 penalties model prepared by Bennett Berger, the Parties settled this action for \$425,000 with the
14 assistance of respected wage and hour mediator Tripper Ortman, Esq.

15 17. The amount of the Settlement was based on a reasonable valuation of each claim.

16 18. At the time of mediation, there were an estimated 300 class members who worked
17 21,270 workweeks.

18 19. At final approval, there are 311 class members who worked 23,641 workweeks.
19 Thus, the number of class members increased by less than four percent, and the workweeks
20 increased by only about ten percent from what was understood at mediation.

21 20. At preliminary approval, this Court preliminarily found "the settlement is fair and
22 reasonable."

23 21. Plaintiffs contend that a minor increase in the class member and workweek count
24 should not change this conclusion.

25 22. The Parties agreed to settle the Action for the Gross Settlement Amount ("GSA")
26 of \$425,000 which includes, subject to Court approval: (a) attorneys' fees of \$141,666.673 (not
27 to exceed one-third of the GSA); (b) litigation costs of up to \$30,000; (c) Service Payment of
28 \$7,500 to each named Plaintiff for their efforts in initiating and prosecuting the Action, work

1 performed, risks undertaken for costs, substantial benefits conferred on absent Class Members,
2 and a general release; (d) PAGA Payment of \$5,000 for civil penalties, of which \$3,750 (75%)
3 will be paid to the LWDA and \$1,250 (25%) will be distributed to Aggrieved Employees; and
4 (e) administration expenses to ILYM Group, Inc. (“ILYM”) of \$8,600.

5 23. In addition to the GSA, Defendants will pay the employer’s share of payroll taxes
6 on Class Members’ payment allocated as wages.

7 24. The remaining Net Settlement Amount of \$224,733.33¹ will be distributed to
8 Participating Class Members based on the number of weeks each worked during the Class Period.
9 No claim form will be necessary.

10 25. After 180 days of issuance of the Settlement Payments, uncashed checks will be
11 voided and funds sent to the State of California Controller, Unclaimed Property Division for
12 further handling on behalf of the Class Member whose check was voided.

13 26. No part of the GSA will revert to Defendants.

14 27. On February 21, 2024, the Court preliminarily approved this Settlement.

15 28. At preliminary approval, the Court thoroughly analyzed the terms of the proposed
16 Settlement in light of *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-245
17 (establishing relevant factors in determining whether settlement is fair, adequate, and
18 reasonable) and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129 (establishing
19 factors determining whether a settlement is a reasonable compromise) and preliminary found the
20 Settlement was fair, adequate, and reasonable. Nothing has changed since Preliminary Approval
21 to negate the presumption of fairness and Class Counsel remains convinced the Settlement is in
22 the Class’ best interest.

23 29. Class Counsel requests attorneys’ fees of \$141,666.67, one-third of the \$425,000
24 GSA. Counsel expended 304.61 hours, a \$179,750.31 lodestar.² Attached hereto as **Exhibit 2** is

25 ¹ Notably, the Net Settlement Amount will be slightly higher, given that actual litigation costs are
26 \$27,636.56.

27 ² Cohelan Khoury & Singer expended 151.7 hours; Moon Law Group, PC expended 92.91 hours;
28 and D.Law, Inc. expended 60 hours. $151.7 + 92.91 + 60 = 304.61$. Cohelan Khoury & Singer’s
lodestar is \$81,252.00; Moon Law Group, PC’s lodestar is \$56,798.31; and D.Law, Inc.’s lodestar
is \$41,700.00. $\$81,252.00 + \$56,798.31 + \$41,700.00 = \$179,750.31$.

1 a true and correct Consolidated Summary of Class Counsel’s Time & Costs; Exhibit **3(A-D)** is
2 a true and correct copy of Cohelan Khoury & Singer’s Time Records for each attorney that
3 worked on this case.

4 30. Class Counsel also seeks to recover actual litigation costs of \$27,636.56.³
5 Attached hereto as **Exhibit 4** is a true and correct copy of Cohelan Khoury & Singer’s Itemized
6 Costs.

7 31. The most important factor to consider in granting a fee award is the success
8 obtained. *Harman v. City & Cty. of S.F.* (2006) 136 Cal. App. 4th 1279, 1312 (citing *Hensley v.*
9 *Eckerhart* (1983) 461 U.S. 424, 426). Here, an excellent result was achieved, enforcing the law
10 and providing benefits to the Class. The average individual settlement of over \$700 is
11 substantial, especially given the average Class Member’s low hourly wage.

12 32. The California Supreme Court has recognized it is appropriate to award attorneys’
13 fees based on a percentage of the total value of benefits to Class Members from the settlement,
14 also known as the “common fund” method. *Laffitte v. Robert Half International, Inc.* (2016) 1
15 Cal.5th 480, 503; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 (“*Serrano III*”). A common fund fee
16 award is beneficial because it aligns incentives between counsel and the class; better
17 approximates market conditions in a contingency case; and encourages class counsel to seek
18 early settlement and avoid unnecessarily prolonging litigation. *Laffitte*, 1 Cal.5th at 503. Here,
19 Class Counsel undertook representation at their own expense, with compensation wholly
20 contingent upon providing a Class benefit. Class Members will benefit from the proposed
21 Settlement and receive monetary payments. Based on the defined and clearly traceable Class
22 benefit, the Court may award a percentage of the common fund as attorneys’ fees.

23 33. The California Supreme Court has provided that trial courts have discretion to
24 conduct a lodestar cross-check of the common fund award to assess whether the award is
25 reasonable. *Laffitte*, 1 Cal.5th at 504 (“court’s decision to double check the reasonableness of
26 the percentage fee through a lodestar calculation” is not an “abuse of discretion”). Such a cross-
27

28 ³ Cohelan Khoury & Singer spent \$16,030.06; Moon Law Group, PC spent \$11,606.50.
\$16,030.06 + \$11,606.50 = \$27,636.56.

1 check “calculation need entail neither mathematical precision nor bean-counting;” it is not a
2 “full-blown lodestar inquiry,” and “can be performed with a less exhaustive cataloguing and
3 review of counsel’s hours.” *Barbosa v. Cargill Meat Solutions Corp.* (E.D. Cal. July 2, 2013)
4 297 F.R.D. 431, 451. Under the lodestar method, a base fee is calculated from compilation of
5 time reasonably spent on the case and the reasonable hourly compensation of the attorneys.
6 *Serrano III*, 20 Cal.3d at 48. Here, Class Counsel’s lodestar is \$179,750.31.

7 34. This lodestar exceeds the fee requested by Class Counsel, and is thus reasonable
8 under the lodestar method.

9 35. Class Counsel’s skill and experience support their hourly rates and are in line with
10 rates typically approved in California wage and hour class actions. Cohelan Khoury & Singer
11 routinely class and representative actions on behalf of employees and consumers, and has been
12 appointed Class Counsel or co-Class Counsel in over 300 such cases.

13 36. These rates are in line with those typically approved in California wage-and hour
14 class action litigation, and comport with the Laffey Matrix. Attached as **Exhibit 5** hereto is a
15 true and correct copy of the Laffey Matrix.

16 37. Hours are reasonable if, “at the time rendered, [they] would have been undertaken
17 by a reasonable and prudent lawyer to advance or protect his client’s interest.” *Moore v. Jas. H.*
18 *Matthews & Co.* (9th Cir. 1982) 682 F.2d 830, 839. *Norman v. Housing Auth.* (11th Cir. 1988)
19 836 F.2d 1292, 1306 (“The measure of reasonable hours is determined by the profession’s
20 judgment of the time that may be conscionably billed and not the least time in which it might
21 theoretically have been done”). Here, all work undertaken was in the client and the class’s
22 interest to achieve this Settlement.

23 38. Counsel and the Settlement Administrator respectively seek \$27,636.56 and
24 \$8,600.00 in actual reasonable and necessary costs, which is well within the amounts allowed
25 by the settlement agreement.

26 39. The PAGA Payment for \$5,000.00, of which \$3,750.00 (75%) will be paid to the
27 LWDA and \$1,250.00 (25%) to Aggrieved Employees, is reasonable and appropriate. The
28 Parties negotiated a good faith amount for PAGA penalties, which was not the result of self-

1 interest at the expense of Class Members.

2 40. The amount allocated to PAGA here, which represents over one percent of the
3 GSA (\$5,000/\$425,000), is within the range of other approved settlements. See *Magadia v. Wal-*
4 *Mart Assocs.* (2019) 384 F. Supp. 3d 1058, 1101, citing, among others, *Ceja-Corona v. CVS*
5 *Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118 (\$10,000 PAGA penalties
6 in settlement of \$900,000, or 1.1%), recommendation adopted, (E.D. Cal. Mar. 3, 2015) 2015
7 U.S. Dist. LEXIS 25730; *Nen Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330
8 (\$10,000 PAGA penalties, \$1.25m settlement, or 0.8%); *Franco v. Ruiz Food Prods.* (E.D. Cal.
9 Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, *5-6 (\$10,000 PAGA penalties, \$2.5m
10 settlement, or 0.4%); *Garcia v. Gordon Trucking* (E.D. Cal. 2012) 2012 U.S. Dist. LEXIS
11 160052 (\$10,000 PAGA, \$3.7m settlement, or 0.27%).

12 41. Class Counsel provided the LWDA with the Motion for Preliminary Approval and
13 the Settlement Agreement. The LWDA did not object. Attached hereto as **Exhibit 6** is a true and
14 correct copy of the LWDA Confirmation of Receipt.

15 42. The LWDA was served with this Final Approval Motion when filed. Attached
16 hereto as **Exhibit 7** is a true and correct copy of the LWDA Confirmation of Receipt.

17 43. Here, Plaintiffs have done substantial work (approximately 45 hours for Magallan
18 and 43 hours for Lucas) and have taken substantial risks to achieve an excellent result for the
19 Class, justifying \$7,500 Service Payments to each of them.

20 44. Plaintiffs consented in writing, as applicable, to the fee split agreements between
21 Cohelan Khoury & Singer, Moon Law Group, APC, and D.Law, Inc. Attached hereto as **Exhibits**
22 **8A** and **8B** are these signed agreements.

23 I declare under the penalty of perjury under the laws of the State of California the
24 foregoing is true and correct and this declaration is executed June 17, 2024, in San Diego,
25 California.

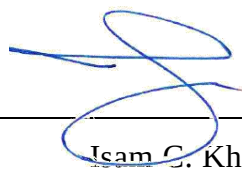
26 
27 _____
28 Isam C. Khoury

EXHIBIT 1

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6 Facsimile: (213) 232-3125

7 *Additional counsel listed on following page*
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF FRESNO

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

12 Plaintiff,
13

14 vs.
15

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

19 Defendants.
20

Case No.: 21CECG01943

CLASS ACTION

[Hon. Kimberly Gaab, Dept. 503]

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

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21 Attorneys for Plaintiffs Jose Ernesto Lucas and Jose Magellan

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE**

2 This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between
3 plaintiffs Jose Ernesto Lucas and Jose Magallan ("Plaintiffs") and defendants SW Ingredients Holdings,
4 LLC, Spice World, Inc., and Spice World, LLC, ("DEFENDANTS"). The Agreement refers to Plaintiffs
5 and DEFENDANTS collectively as "Parties," or individually as "Party."

6
7 **1. DEFINITIONS.**

- 8 1.1. "Action" means the Plaintiffs' consolidated lawsuit alleging wage and hour violations
9 against DEFENDANTS captioned *Jose Ernesto Lucas, et al. v. SW Ingredients Holdings,*
10 *LLC, et al.*, initiated on July 2, 2021, and consolidated March 28, 2022 with the matters
11 *Magallan v. SW Ingredients Holdings, LLC d/b/a Spice World, Inc.*, Fresno County
12 Superior Court Case No. 21CECG03840 and *Magallan v. SW Ingredients Holdings, LLC*
13 *d/b/a Spice World, Inc.*, Fresno County Superior Court Case No. 22CECG00586. The
14 consolidated Action is now pending in Superior Court of the State of California, County of
15 Fresno under Case Number 21CECG01943.
- 16 1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to
17 appoint to administer the Settlement.
- 18 1.3. "Administration Expenses Payment" means the amount the Administrator will be paid
19 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
20 accordance with the Administrator's "not to exceed" bid submitted to the Court in
21 connection with Preliminary Approval of the Settlement.
- 22 1.4. "Aggrieved Employee" means any person employed by DEFENDANTS in California and
23 classified as a non-exempt employee who worked for DEFENDANTS during the PAGA
24 Period.
- 25 1.5. "Class" means all persons employed by DEFENDANTS in California and classified as
26 non-exempt who worked for DEFENDANTS during the Class Period.
- 27 1.6. "Class Counsel" means Kane Moon, Allen Feghali, Brett Gunther, and Julie Oh of Moon
28 & Yang, APC; and Isam C. Khoury and Rosemary Khoury of COHELAN KHOURY &

SINGER.

- 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, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 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 (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 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 "Notice of Proposed Class Action Settlement", to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. "Class Period" means the period from July 20, 2017 to the date the Court preliminarily approves of the Settlement.
- 1.13. "Class Representative" means Jose Ernesto Lucas and Jose Magallan, the named Plaintiffs in the March 28, 2022 consolidated Class and Representative Action Complaint seeking Court approval to serve as Class Representatives.
- 1.14. "Class Representative Service Payment" means the up to \$7,500 payment to each of the named Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15. "Court" means the Superior Court of California, County of Fresno.
- 1.16. "DEFENDANTS" means named Defendants SW Ingredients Holdings, LLC, Spice World, Inc., and Spice World, LLC.

1.17. "Defense Counsel" means Ronald H. Barsamian, Patrick S. Moody, Catherine M. Houlihan of BARSAMIAN & MOODY.

1.18. "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.

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

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

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

1.22. "Gross Settlement Amount" means Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000) which is the total amount DEFENDANTS agree to pay under this Settlement. In no event shall DEFENDANTS be obligated to pay more than the Gross Settlement Amount except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay (i) Individual Class Payments, (ii) Individual PAGA Payments, (iii) the LWDA PAGA Payment, (iv) Class Counsel Fees, (v) the Class Counsel Litigation Expenses, (vi) Class Representative Service Payments, (vii) and the Administration Expense Payment.

1.23. "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.

1.24. "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.

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

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

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

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

1.29. "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.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for DEFENDANTS for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from July 2, 2020, to the date the Court preliminarily approves of the Settlement.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.33. "PAGA Notice" means Plaintiffs' July 2, 2021 letter to DEFENDANTS and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,250) and the 75% to LWDA (\$3,750) in settlement of PAGA claims.

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

1.36. "Plaintiffs" means Jose Ernesto Lucas and Jose Magallan, the named plaintiffs in the Action.

- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.41. "Released Parties" means: DEFENDANTS and each of their former and present subsidiaries, parents, affiliated and related companies, divisions, subsidiaries, successors, predecessors, and assigns, and their respective past and present directors, officers, shareholders, owners, partners, employees, agents, representatives, members, attorneys, advisors, accountants, insurers, trustees, heirs, executors, and administrators.
- 1.42. "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.
- 1.43. "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.
- 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. "Workweek" means any week during which a Class Member worked for DEFENDANTS for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On July 2, 2021, Plaintiff Lucas commenced this Action by filing a Complaint alleging

causes of action against DEFENDANTS for 1) failure to pay minimum wages; 2) failure to pay overtime compensation; 3) failure to provide meal periods; 4) failure to authorize and permit rest breaks; 5) failure to indemnify necessary business expenses; 6) failure to timely pay final wages at termination; 7) failure to provide accurate itemized wage statements; and 8) unfair business practices. On September 23, 2021, Plaintiff Lucas filed a First Amended Complaint adding a Ninth Cause of Action against Defendants for PAGA civil penalties under California Labor Code § 2699 *et seq.*

2.2. On August 30, 2021, Plaintiff Magallan initiated a related representative action in San Bernardino Superior Court against DEFENDANTS. The case was subsequently transferred to the Fresno Superior Court under Case No. 21CECG03840 and alleges DEFENDANTS (1) failed to pay all minimum, regular, and overtime wages owed; (2) failed to pay paid time off wages; (3) failed to provide compliant meal periods; (4) failed to provide compliant rest periods; (5) failed to provide accurate itemized wage statements; (6) failed to maintain accurate payroll records; (7) failed to provide one day's rest in seven; (8) failed to timely pay wages owed each pay period and upon cessation of employment; and (9) failed to reimburse business expenses, violations for which civil penalties under the PAGA were sought.

2.3. On September 13, 2021, Plaintiff Magallan initiated a related class action in San Bernardino Superior Court against DEFENDANTS. The case was subsequently transferred to the Fresno Superior Court under Case No. 22CECG00586 and alleged that DEFENDANTS (1) failed to pay all minimum, regular, and overtime wages owed; (2) failed to pay paid time off wages; (3) failed to provide compliant meal periods; (4) failed to provide compliant rest periods; (5) failed to provide accurate itemized wage statements; (6) failed to timely pay wages owed upon cessation of employment; (7) failed to reimburse business expenses; and (8) violated California's Unfair Competition Law by and through the aforementioned acts.

2.4. On March 28, 2022, pursuant to the stipulation of the Parties, Plaintiffs filed a Consolidated Class and Representative Action Complaint in the Action (the "Operative

Complaint.”) DEFENDANTS deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.5. Pursuant to Labor Code § 2699.3(a), Plaintiffs gave timely written notice to DEFENDANT and the LWDA by sending the PAGA Notice, including by way of the July 2, 2021 PAGA Notice.

2.6. On October 12, 2022, the Parties participated in an all-day mediation presided over by experienced employment mediator Tripper Ortman, Esq. which led to this Agreement to settle the Action.

2.7. Prior to mediation, Plaintiff obtained, through informal discovery, information sufficient to meaningfully evaluate the claims at issue, including applicable policy documents and a sample of time and pay records for the Class. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

2.8. The Court has not granted class certification.

2.9. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, DEFENDANTS promise to pay the total amount of Four Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00). DEFENDANTS have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to

1 DEFENDANTS.

2 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
3 following payments from the Gross Settlement Amount, in the amounts specified by the
4 Court in the Final Approval Order and Judgement:

5 3.2.1. To Plaintiff: Class Representative Service Payment to each of the named Class
6 Representatives of not more than Seven Thousand Five Hundred Dollars and Zero
7 Cents (\$7,500.00) (in addition to any Individual Class Payment and any Individual
8 PAGA Payment the Class Representative is entitled to receive as a Participating
9 Class Member and Aggrieved Employee). DEFENDANTS will not oppose
10 Plaintiffs' request for a Class Representative Service Payment for each Plaintiff
11 that does not exceed this amount. As part of the motion for Class Counsel Fees
12 Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court
13 approval for any Class Representative Service Payments no later than 16 court
14 days prior to the Final Approval Hearing. If the Court approves Class
15 Representative Service Payments less than the amount requested, the Administrator
16 will retain the remainder in the Net Settlement Amount. The Administrator will
17 pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs
18 assume full responsibility and liability for employee taxes owed on the Class
19 Representative Service Payment.

20 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-three
21 and one third percent (33 1/3%) of the Gross Settlement Amount (i.e., One
22 Hundred Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven
23 Cents (\$141,666.67) and a Class Counsel Litigation Expenses Payment of not more
24 than Thirty Thousand Dollars and Zero Cents (\$30,000.00). DEFENDANTS will
25 not oppose requests for these payments provided that the payments do not exceed
26 these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel
27 Fees Payment and Class Litigation Expenses Payment no later than 16 court days
28 prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees

1 Payment and/or a Class Counsel Litigation Expenses Payment less than the
2 amounts requested, the Administrator will allocate the remainder to the Net
3 Settlement Amount. Released Parties shall have no liability to Class Counsel or
4 any other Plaintiff's Counsel arising from any claim to any portion of any Class
5 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
6 Administrator will pay the Class Counsel Fees Payment and Class Counsel
7 Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
8 responsibility and liability for taxes owed on the Class Counsel Fees Payment and
9 the Class Counsel Litigation Expenses Payment and holds DEFENDANTS
10 harmless, and indemnifies DEFENDANTS, from any dispute or controversy
11 regarding any division or sharing of any of these Payments.

12 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Ten
13 Thousand Dollars and Zero Cents (\$10,000.00) except for a showing of good
14 cause and as approved by the Court. To the extent the Administration Expenses
15 are less or the Court approves payment less than \$10,000.00, the Administrator will
16 retain the remainder in the Net Settlement Amount.

17 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
18 (a) dividing the Net Settlement Amount by the total number of Workweeks worked
19 by all Participating Class Members during the Class Period and (b) multiplying the
20 result by each Participating Class Member's Workweeks.

21 3.2.4.1. Tax Allocation of Individual Class Payments. Thirty-Three and One-Third
22 percent (33.33%) of each Participating Class Member's Individual Class
23 Payment will be allocated to settlement of wage claims (the "Wage
24 Portion"). The Wage Portions are subject to tax withholding and will be
25 reported on an IRS W-2 Form. The remaining Sixty-Six and Two-Thirds
26 (66.66%) of each Participating Class Member's Individual Class Payment
27 will be allocated to settlement of claims for interest and penalties with
28 Thirty-Three and One-Third percent (33.33%) being allocated to interest

1 and Thirty-Three and One-Third percent (33.33%) being allocated to
2 penalties (the "Non-Wage Portion"). The Non-Wage Portions are not
3 subject to wage withholdings and will be reported on IRS 1099 Forms.
4 Participating Class Members assume full responsibility and liability for any
5 employee taxes owed on their Individual Class Payment.

6 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
7 Class Payments. Non-Participating Class Members will not receive any
8 Individual Class Payments. The Administrator will retain amounts equal to
9 their Individual Class Payments in the Net Settlement Amount for
10 distribution to Participating Class Members on a pro rata basis.

11 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Five
12 Thousand Dollars and Zero Cents (\$5,000.00) to be paid from the Gross Settlement
13 Amount, with 75% (i.e., Three Thousand Seven Hundred Fifty Dollars and Zero
14 Cents (\$3,750.00)) allocated to the LWDA PAGA Payment and 25% (i.e., One
15 Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00)) allocated to the
16 Individual PAGA Payments.

17 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
18 dividing the amount of the Aggrieved Employees' 25% share of PAGA
19 Penalties (i.e., \$1,250) by the total number of PAGA Period Pay Periods
20 worked by all Aggrieved Employees during the PAGA Period and (b)
21 multiplying the result by each Aggrieved Employee's PAGA Period Pay
22 Periods. Aggrieved Employees assume full responsibility and liability for
23 any taxes owed on their Individual PAGA Payment.

24 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested,
25 the Administrator will allocate the remainder to the Net Settlement
26 Amount. The Administrator will report the Individual PAGA Payments on
27 IRS 1099 Forms.

1 **4. SETTLEMENT FUNDING AND PAYMENTS.**

2 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
3 to date, DEFENDANTS estimate there are approximately 296 Class Members who
4 collectively worked a total of 21,270 Workweeks, and 268 Aggrieved Employees who
5 worked a total of 7,128 PAGA Pay Periods.

6 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of
7 the Settlement, DEFENDANTS will simultaneously deliver the Class Data to the
8 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members'
9 privacy rights, the Administrator must maintain the Class Data in confidence, use the Class
10 Data only for purposes of this Settlement and for no other purpose, and restrict access to
11 the Class Data to Administrator employees who need access to the Class Data to effect and
12 perform under this Agreement. Nothing in this confidentiality provision shall be construed
13 or work to preclude Class Counsel from performing their fiduciary duties to the Class.
14 DEFENDANTS have a continuing duty to immediately notify Class Counsel if it discovers
15 that the Class Data omitted class member identifying information and to provide corrected
16 or updated Class Data as soon as reasonably feasible. Without any extension of the
17 deadline by which DEFENDANTS must send the Class Data to the Administrator, the
18 Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
19 otherwise resolve any issues related to missing or omitted Class Data.

20 4.3. Funding of Gross Settlement Amount. DEFENDANTS shall fully fund the Gross
21 Settlement Amount, no later than thirty (30) days after the Effective Date. DEFENDANTS
22 will be responsible for the employer's share of payroll taxes, separate and apart from the
23 Class Fund.

24 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after
25 DEFENDANTS fund the Gross Settlement Amount, the Administrator will mail checks
26 for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
27 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the
28 Class Counsel Litigation Expenses Payment, and the Class Representative Service

1 Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation
2 Expenses Payment and the Class Representative Service Payments shall not precede
3 disbursement of Individual Class Payments and Individual PAGA Payments.

4 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
5 Individual PAGA Payments and send them to the Class Members via First Class
6 U.S. Mail, postage prepaid. The face of each check shall prominently state the
7 date (not less than 180 days after the date of mailing) when the check will be
8 voided. The Administrator will cancel all checks not cashed by the void date. The
9 Administrator will send checks for Individual Settlement Payments to all
10 Participating Class Members (including those for whom Class Notice was returned
11 undelivered). The Administrator will send checks for Individual PAGA Payments
12 to all Aggrieved Employees including Non-Participating Class Members who
13 qualify as Aggrieved Employees (including those for whom Class Notice was
14 returned undelivered). The Administrator may send Participating Class Members a
15 single check combining the Individual Class Payment and the Individual PAGA
16 Payment. Before mailing any checks, the Settlement Administrator must update
17 the recipients' mailing addresses using the National Change of Address Database.

18 4.4.2. The Administrator must conduct a Class Member Address Search for all other
19 Class Members whose checks are returned undelivered without USPS forwarding
20 address. Within seven (7) days of receiving a returned check the Administrator
21 must re-mail checks to the USPS forwarding address provided or to an address
22 ascertained through the Class Member Address Search. The Administrator need
23 not take further steps to deliver checks to Class Members whose re-mailed checks
24 are returned as undelivered. The Administrator shall promptly send a replacement
25 check to any Class Member whose original check was lost or misplaced, requested
26 by the Class Member prior to the void date.

27 4.4.3. For any Class Member whose Individual Class Payment check or Individual
28 PAGA Payment check is uncashed and cancelled after the void date, the

1 Administrator shall transmit the funds represented by such checks to the California
2 Controller's Unclaimed Property Fund in the name of the Class Member thereby
3 leaving no "unpaid residue" subject to the requirements of California Code of Civil
4 Procedure § 384(b).

5 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
6 not obligate DEFENDANTS to confer any additional benefits or make any
7 additional payments to Class Members (such as 401(k) contributions or bonuses)
8 beyond those specified in this Agreement.
9

10 **5. RELEASES OF CLAIMS.**

11 Effective on the date when DEFENDANTS fully fund the entire Gross Settlement Amount,
12 Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

13 5.1. Plaintiffs' Release.

14 5.1.1. Scope of Plaintiffs' Release. Plaintiffs and his respective former and present
15 spouses, representatives, agents, attorneys, heirs, administrators, successors, and
16 assigns generally, release and discharge Released Parties from all claims,
17 transactions, or occurrences that occurred during the Class Period, including, but
18 not limited to: (a) all claims that were, or reasonably could have been, alleged,
19 based on the facts contained, in the Operative Complaint and (b) all PAGA claims
20 that were, or reasonably could have been, alleged based on facts contained in the
21 Operative Complaint, Plaintiffs' PAGA Notice ("Plaintiffs' Release.") Plaintiffs'
22 Release does not extend to any claims or actions to enforce this Agreement, or to
23 any claims for vested benefits, unemployment benefits, disability benefits, social
24 security benefits, workers' compensation benefits that arose at any time, or based
25 on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may
26 discover facts or law different from, or in addition to, the facts or law that Plaintiffs
27 now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release
28 shall be and remain effective in all respects, notwithstanding such different or

1 additional facts or Plaintiff's discovery of them.

2 5.1.2. Plaintiffs' Waiver of Rights Under California Civil Code § 1542. For purposes of
3 Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights,
4 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

10 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of
11 themselves and their respective former and present spouses, family members,
12 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
13 Released Parties from (i) all claims that were alleged, or reasonably could have been
14 alleged, based on the Class Period facts stated in the Operative Complaint, including, e.g.,
15 any and all claims arising under California Labor Code sections 201, 202, 203, 204, 218.5,
16 218.6, 226, 226.7, 510, 512, 1174(d), 1194, 1194.2, 1197, 1198, 2802 and the applicable
17 Industrial Welfare Commission Wage Orders based on any alleged failure to pay
18 minimum wage; failure to pay overtime compensation; failure to pay paid time off
19 wages; failure to provide meal periods; failure to authorize and permit rest periods;
20 failure to indemnify necessary business expenses; failure to timely pay final wages;
21 failure to timely pay wages during employment; failure to provide accurate wage
22 statements; failure to keep adequate records; and unfair business practices arising under
23 California Business and Professions Code section 17200 *et seq.* Excluded from this
24 portion of the release are claims for PAGA penalties that were alleged, or reasonably could
25 have been alleged, based on the PAGA Period facts stated in the Operative Complaint and
26 the Plaintiffs' PAGA Notice. Except as set forth in Section 5.3 of this Agreement,
27 Participating Class Members do not release any other claims, including claims for vested
28 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
unemployment insurance, disability, social security, workers' compensation, or claims
based on facts occurring outside the Class Period.

1 5.3. Release by Class Members Who Are Aggrieved Employees: All Class Members who are
2 Aggrieved Employees are deemed to release, on behalf of themselves and their respective
3 former and present spouses, family members, representatives, agents, attorneys, heirs,
4 administrators, successors, and assigns, the Released Parties from all claims for PAGA
5 penalties that were alleged, or reasonably could have been alleged, based on the PAGA
6 Period facts stated in the Operative Complaint and/or the Plaintiff's PAGA Notice,
7 including any claim for PAGA penalties based on alleged violations of California Labor
8 Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174(d), 1194,
9 1194.2, 1197, 1198, 2802 and the applicable Industrial Welfare Commission Wage Orders
10 based on any alleged failure to pay minimum wage; failure to pay overtime
11 compensation; failure to pay paid time off wages; failure to provide meal periods;
12 failure to authorize and permit rest periods; failure to indemnify necessary business
13 expenses; failure to timely pay final wages; failure to timely pay wages during
14 employment; failure to provide accurate wage statements; and/or failure to keep
15 adequate records.

16
17 **6. MOTION FOR PRELIMINARY APPROVAL.**

18 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for
19 Preliminary Approval").

20 6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
21 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
22 notice, and memorandum in support of the Motion for Preliminary Approval that includes
23 an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA
24 Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed Order Granting
25 Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class
26 Notice; (iv) signed declarations from Plaintiffs confirming willingness and competency to
27 serve as Class Representatives; (v) a signed declaration from each Class Counsel firm
28 attesting to its competency to represent the Class Members; its timely transmission to the

1 LWDA of all necessary PAGA documents (initial notice of violations (Labor Code §
2 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code
3 § 2699(l)(2)); (vi) all facts relevant to any actual or potential conflict of interest with Class
4 Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsels'
5 Declaration shall aver that they are not aware of any other pending matter or action
6 asserting claims that will be extinguished or adversely affected by the Settlement.

7 6.2. Responsibilities of Counsel. Class Counsel will be responsible for expeditiously finalizing
8 and filing the Motion for Preliminary Approval no later than thirty (30) days after the full
9 execution of this Agreement; obtaining a prompt hearing date for the Motion for
10 Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for
11 Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
12 Approval Order to the Administrator.

13 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
14 Preliminary Approval and/or the supporting declarations and documents, Class Counsel
15 and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
16 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does
17 not grant Preliminary Approval or conditions Preliminary Approval on any material
18 change to this Agreement, Class Counsel and Defense Counsel will expeditiously work
19 together on behalf of the Parties by meeting in person or by telephone, and in good faith, to
20 modify the Agreement and otherwise satisfy the Court's concerns.

21 22 7. SETTLEMENT ADMINISTRATION.

23 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve
24 as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc.
25 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in
26 this Agreement in exchange for payment of Administration Expenses. The Parties and
27 their Counsel represent that they have no interest or relationship, financial or otherwise,
28 with the Administrator other than a professional relationship arising out of prior

1 experiences administering settlements.

2 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
3 Identification Number for purposes of calculating payroll tax withholdings and providing
4 reports to the state and federal tax authorities.

5 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
6 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation §
7 468B-1.

8 7.4. Notice to Class Members.

9 7.4.1. No later than three (3) business days after receipt of the Class Data, the
10 Administrator shall notify Class Counsel that the list has been received and state
11 the number of Class Members, Aggrieved Employees, Workweeks, and Pay
12 Periods in the Class Data.

13 7.4.2. Using best efforts to perform as soon as possible, and in no event later than
14 fourteen (14) days after receiving the Class Data, the Administrator will send to all
15 Class Members identified in the Class Data, via first-class United States Postal
16 Service ("USPS") mail, the Class Notice with Spanish translation, substantially in
17 the form attached to this Agreement as Exhibit A. The first page of the Class
18 Notice shall prominently estimate the dollar amounts of any Individual Class
19 Payment and Individual PAGA Payment (if applicable) payable to the Class Member,
20 and the number of Workweeks and PAGA Pay Periods (if applicable) used to
21 calculate these amounts. Before mailing Class Notices, the Administrator shall
22 update Class Member addresses using the National Change of Address database.

23 7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class
24 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
25 Class Notice using any forwarding address provided by the USPS. If the USPS
26 does not provide a forwarding address, the Administrator shall conduct a Class
27 Member Address Search, and re-mail the Class Notice to the most current address
28 obtained. The Administrator has no obligation to make further attempts to locate

1 or send Class Notice to Class Members whose Class Notice is returned by the
2 USPS a second time.

3 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
4 and/or Pay Periods, and Requests for Exclusion will be extended an additional
5 fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class
6 Notice for all Class Members whose notice is re-mailed. The Administrator will
7 inform the Class Member of the extended deadline with the re-mailed Class
8 Notice.

9 7.4.5. If the Administrator, DEFENDANTS or Class Counsel is contacted by or
10 otherwise discovers any persons who believe they should have been included in the
11 Class Data and should have received Class Notice, the Parties will expeditiously
12 meet and confer in person or by telephone, and in good faith, in an effort to agree
13 on whether to include them as Class Members. If the Parties agree, such persons
14 will be Class Members entitled to the same rights as other Class Members, and the
15 Administrator will send, via email or overnight delivery, a Class Notice requiring
16 them to exercise options under this Agreement not later than fourteen (14) days
17 after receipt of Class Notice, or the deadline dates in the Class Notice, which ever
18 are later.

19 7.5. Requests for Exclusion (Opt-Outs).

20 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
21 must send the Administrator, by fax, email, or mail, a signed written Request for
22 Exclusion not later than forty-five (45) days after the Administrator mails the Class
23 Notice (plus an additional fourteen (14) days for Class Members whose Class
24 Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or
25 his/her representative that reasonably communicates the Class Member's election
26 to be excluded from the Settlement and includes the Class Member's name,
27 address and email address or telephone number. To be valid, a Request for
28 Exclusion must be timely faxed, emailed, or postmarked by the Response

1 Deadline.

2 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
3 fails to contain all the information specified in the Class Notice. The Administrator
4 shall accept any Request for Exclusion as valid if the Administrator can reasonably
5 ascertain the identity of the person as a Class Member and the Class Member's
6 desire to be excluded. The Administrator's determination shall be final and not
7 appealable or otherwise susceptible to challenge. If the Administrator has reason to
8 question the authenticity of a Request for Exclusion, the Administrator may
9 demand additional proof of the Class Member's identity. The Administrator's
10 determination of authenticity shall be final and not appealable or otherwise
11 susceptible to challenge.

12 7.5.3. Every Class Member who does not submit a timely and valid Request for
13 Exclusion is deemed to be a Participating Class Member under this Agreement,
14 entitled to all benefits and bound by all terms and conditions of the Settlement,
15 including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3
16 of this Agreement, regardless whether the Participating Class Member actually
17 receives the Class Notice or objects to the Settlement.

18 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
19 Non-Participating Class Member and shall not receive an Individual Class
20 Payment or have the right to object to the class action components of the
21 Settlement. Because future PAGA claims are subject to claim preclusion upon
22 entry of the Judgment, Non-Participating Class Members who are Aggrieved
23 Employees are deemed to release the claims identified in Paragraph 5.3 of this
24 Agreement will still receive an Individual PAGA Payment, notwithstanding their
25 Request for Exclusion from the Class portion of the Settlement.

26 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
27 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days
28 for Class Members whose Class Notice is re-mailed) to challenge the number of Class

1 Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class
2 Notice. The Class Member may challenge the allocation by communicating with the
3 Administrator in writing via fax, email or mail. The Administrator must request that the
4 challenging Class Member submit supporting documentation. In the absence of any
5 contrary documentation, the Administrator is entitled to presume that the Workweeks
6 contained in the Class Notice are correct so long as they are consistent with the Class Data.
7 The Administrator's determination of each Class Member's allocation of Workweeks
8 and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge.
9 The Administrator shall promptly provide copies of all challenges to calculation of
10 Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
11 Administrator's determination as to the challenges.

12 7.7. Objections to Settlement.

13 7.7.1. Only Participating Class Members (i.e., Class Members who do not submit valid
14 and timely Requests for Exclusion) may object to the class action components of
15 the Settlement and/or this Agreement, including contesting the fairness of the
16 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
17 Counsel Litigation Expenses Payment and/or Class Representative Service
18 Payment. Aggrieved Employees have no right to object to the PAGA portion of the
19 Settlement.

20 7.7.2. For any Participating Class Member to object, the Class Member must send written
21 objections to the Administrator, signed by the Class Member, by fax, email or
22 mail, no later than forty-five (45) days after the Administrator's mailing of the
23 Class Notice (plus an additional fourteen (14) days for Class Members whose Class
24 Notice was re-mailed). The Settlement Administrator shall send all objections it
25 receives to Defense Counsel and Class Counsel within three (3) business days of
26 receipt. Participating Class Members may also appear in Court (or hire an attorney
27 to appear in Court on their behalf) to present verbal objections at the Final
28 Approval Hearing. The Court retains final authority with respect to the

1 consideration and admissibility of any Class Member objections.

2 7.7.3. Non-Participating Class Members (i.e., Class Members who submit valid and
3 timely Requests for Exclusion) have no right to object to any of the class action
4 components of the Settlement.

5 7.7.4. Aggrieved Employees shall have no right to object to the PAGA portion of the
6 Settlement and shall be bound by the Release of claims identified in Paragraph 5.3
7 of this Agreement.

8 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
9 performed or observed by the Administrator contained in this Agreement or otherwise.

10 7.8.1. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
11 promptly review on a rolling basis Requests for Exclusion to ascertain their
12 validity. Not later than 5 days after the expiration of the deadline for submitting
13 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
14 Defense Counsel containing (a) the names and other identifying information of
15 Class Members who have timely submitted valid Requests for Exclusion
16 ("Exclusion List"); (b) the names and other identifying information of Class
17 Members who have submitted invalid Requests for Exclusion; (c) copies of all
18 Requests for Exclusion from Settlement submitted (whether valid or invalid).

19 7.8.2. Weekly Reports. The Administrator must, on a weekly basis, provide written
20 reports to Class Counsel and Defense Counsel that, among other things, tally the
21 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
22 Requests for Exclusion (whether valid or invalid) received, objections received,
23 challenges to Workweeks and/or Pay Periods received and/or resolved, and checks
24 mailed for Individual Class Payments and Individual PAGA Payments ("Weekly
25 Report"). The Weekly Reports must include the Administrator's assessment of the
26 validity of Requests for Exclusion and attach copies of all Requests for Exclusion
27 and objections received.

28 7.8.3. Workweek and/or Pay Period Challenges. The Administrator has the authority to

1 address and make final decisions consistent with the terms of this Agreement on all
2 Class Member challenges over the calculation of Workweeks and/or Pay Periods.
3 The Administrator's decision shall be final and not appealable or otherwise
4 susceptible to challenge.

5 7.8.4. Administrator's Declaration. Not later than fourteen (14) days before the date by
6 which Plaintiffs are required to file the Motion for Final Approval of the
7 Settlement, the Administrator will provide to Class Counsel and Defense Counsel,
8 a signed declaration suitable for filing in Court attesting to its due diligence and
9 compliance with all of its obligations under this Agreement, including, but not
10 limited to, its mailing of Class Notice, the Class Notices returned as undelivered,
11 the re-mailing of Class Notices, attempts to locate Class Members, the total
12 number of Requests for Exclusion from Settlement it received (both valid or
13 invalid), the number of written objections and attach the Exclusion List. The
14 Administrator will supplement its declaration as needed or requested by the Parties
15 and/or the Court. Class Counsel is responsible for filing the Administrator's
16 declaration(s) in Court.

17 7.8.5. Final Report by Settlement Administrator. Within ten (10) days after the
18 Administrator disburses all funds in the Gross Settlement Amount, the
19 Administrator will provide Class Counsel and Defense Counsel with a final report
20 detailing its disbursements, by employee identification number only, of all
21 payments made under this Agreement. At least fifteen (15) days before any
22 deadline set by the Court, the Administrator will prepare, and submit to Class
23 Counsel and Defense Counsel, a signed declaration suitable for filing in Court
24 attesting to its disbursement of all payments required under this Agreement. Class
25 Counsel is responsible for filing the Administrator's declaration in Court.

26
27 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**

28 Based on its records at the time of mediation, DEFENDANTS estimated that there were

1 approximately 21,270 Total Workweeks from the start of the Class Period through October 12, 2022. In in
2 the event the actual count of Workweeks during the Class Period increases by more than 15% from
3 original estimate of 21,270 Workweeks, the Gross Settlement Amount may be increased by the percentage
4 that the actual number of Workweeks in the Class Period exceeds 24,461. In the alternative,
5 DEFENDANTS may elect to end the Class Period on the day on which the number of Workweeks reaches
6 24,461.

7
8 **9. DEFENDANT'S RIGHT TO WITHDRAW.**

9 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent
10 (10%) of the total of all Class Members, DEFENDANTS may, but are not obligated, to elect to withdraw
11 from the Settlement. The Parties agree that, if DEFENDANTS withdraws, the Settlement shall be void ab
12 initio, have no force or effect whatsoever, and that neither Party will have any further obligation to
13 perform under this Agreement; provided, however, DEFENDANTS will remain responsible for paying all
14 Settlement Administration Expenses incurred to that point. DEFENDANTS must notify Class Counsel
15 and the Court of its election to withdraw not later than (30) days after the Administrator sends the final
16 Exclusion List to Defense Counsel; late elections will have no effect.

17
18 **10. MOTION FOR FINAL APPROVAL.**

19 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will
20 file in Court, a motion for final approval of the Settlement that includes a request for approval of the
21 PAGA settlement under Labor Code § 2699(I), a Proposed Final Approval Order and a proposed
22 Judgment (collectively "Motion for Final Approval"). Class Counsel and Defense Counsel will
23 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements
24 concerning the Motion for Final Approval.

25 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by
26 a Participating Class Member, including the right to file responsive documents in Court no
27 later that five (5) court days prior to the Final Approval Hearing, or as otherwise ordered
28 or accepted by the Court.

1 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
2 Approval on any material change to the Settlement (including, but not limited to, the scope
3 of release to be granted by Class Members), the Parties will expeditiously work together in
4 good faith to address the Court's concerns by revising the Agreement as necessary to
5 obtain Final Approval. The Court's decision to award less than the amounts requested for
6 the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel
7 Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute
8 a material modification to the Agreement within the meaning of this paragraph.

9 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
10 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
11 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
12 administration matters, and (iii) addressing such post-Judgment matters as are permitted by
13 law.

14 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
15 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
16 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the
17 Parties, their respective counsel, and all Participating Class Members who did not object to
18 the Settlement as provided in this Agreement, waive all rights to appeal from the
19 Judgment, including all rights to post-judgment and appellate proceedings, the right to file
20 motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
21 waiver of appeal does not include any waiver of the right to oppose such motions, writs or
22 appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this
23 Agreement will be suspended until such time as the appeal is finally resolved and the
24 Judgment becomes final, except as to matters that do not affect the amount of the Net
25 Settlement Amount.

26 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
27 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
28 material modification of this Agreement (including, but not limited to, the scope of release

1 to be granted by Class Members), this Agreement shall be null and void. The Parties shall
2 nevertheless expeditiously work together in good faith to address the appellate court's
3 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis,
4 any additional Administration Expenses reasonably incurred after remittitur. An appellate
5 decision to vacate, reverse, or modify the Court's award of the Class Representative
6 Service Payments or any payments to Class Counsel shall not constitute a material
7 modification of the Judgment within the meaning of this paragraph, as long as the Gross
8 Settlement Amount remains unchanged.

9
10 **11. AMENDED JUDGMENT.**

11 If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work
12 together in good faith to jointly submit and a proposed amended judgment.

13
14 **12. ADDITIONAL PROVISIONS.**

15 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
16 Purposes. This Agreement represents a compromise and settlement of highly disputed
17 claims. Nothing in this Agreement is intended or should be construed as an admission by
18 DEFENDANTS that any of the allegations in the Operative Complaint have merit or that
19 DEFENDANTS have any liability for any claims asserted; nor should it be intended or
20 construed as an admission by Plaintiffs that DEFENDANTS' defenses in the Action have
21 merit. The Parties agree that class certification and representative treatment is for purposes
22 of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final
23 Approval or enter Judgment, DEFENDANTS reserve the right to contest certification of
24 any class for any reasons, and DEFENDANTS reserve all available defenses to the claims
25 in the Action, and Plaintiffs reserve the right to move for class certification on any grounds
26 available and to contest DEFENDANTS' defenses. The Settlement, this Agreement and
27 Parties' willingness to settle the Action will have no bearing on, and will not be admissible
28 in connection with, any litigation (except for proceedings to enforce or effectuate the

Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, DEFENDANTS and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter only as necessary to litigate each related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, DEFENDANTS, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3. 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.

12.4. Integrated Agreement. Upon execution by all Parties and their 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.

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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.

12.6. Cooperation. The Parties and their 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.

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

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

12.9. 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.

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

12.11. 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.

12.12. 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.

12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by DEFENDANTS in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from DEFENDANTS unless, prior to the Court's discharge of the Administrator's obligation, DEFENDANTS makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15. 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.

12.16. 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.

12.17. 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,

1 addressed as follows:

2 To Plaintiffs:

3 Kane Moon, Esq.
4 Allen Feghali, Esq.
5 Brett Gunther, Esq.
6 Julie Oh, Esq.
7 MOON & YANG, APC
8 1055 W. Seventh St., Suite 1880
9 Los Angeles, CA 90017

10 Isam C. Khoury
11 Rosemary C. Khoury
12 COHELAN KHOURY & SINGER
13 605 C Street, Suite 200
14 San Diego, California 92101

15 To DEFENDANTS:

16 Ronald H. Barsamian
17 Patrick S. Moody,
18 Catherine M. Houlihan
19 BARSAMIAN & MOODY
20 1141 W. Shaw Avenue, #104
21 Fresno, CA 93711

22 12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
23 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement
24 shall be accepted as an original. All executed counterparts and each of them will be
25 deemed to be one and the same instrument if counsel for the Parties will exchange between
26 themselves signed counterparts. Any executed counterpart will be admissible in evidence
27 to prove the existence and contents of this Agreement.

28 12.19. 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 Parties
further agree that upon the signing of this Agreement that pursuant to CCP section 583.330
to extend the date to bring a case to trial under CCP section 583.310 for the entire period of
this settlement process.

Plaintiffs & Class Representatives:

Dated: January __, 2023

By: _____
Jose Ernesto Lucas

Dated: January 4, 2023

By: _____
Jose Magallan

Plaintiffs' Counsel:

Dated: January __, 2023

MOON & YANG, APC

By: _____
Kane Moon
Allen Feghali
Brett Gunther

Attorneys for Plaintiff

Defendant:

Dated: January __, 2023

SW INGREDIENTS HOLDINGS, LLC

By: _____
Print Name

Signature

Title

Dated: January __, 2023

SPICE WORLD, INC.

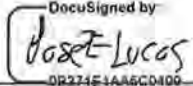
By: _____
Print Name

Signature

Title

Plaintiffs & Class Representatives:

Dated: January 05, 2023

By: 
Jose Ernesto Lucas

Dated: December __, 2022

By: _____
Jose Magallan

Plaintiffs' Counsel:

Dated: January 06, 2023

MOON & YANG, APC

By: 
Kane Moon
Allen Feghali
Brett Gunther
Attorneys for Plaintiff

Defendant:

Dated: December __, 2022

SW INGREDIENTS HOLDINGS, LLC

By: _____
Print Name

Signature

Title

Dated: December __, 2022

SPICE WORLD, INC.

By: _____
Print Name

Signature

Title

Plaintiffs & Class Representatives:

Dated: January __, 2023

By: _____
Jose Ernesto Lucas

Dated: January __, 2023

By: _____
Jose Magallan

Plaintiffs' Counsel:

Dated: January __, 2023

MOON & YANG, APC

By: _____
Kane Moon
Allen Feghali
Brett Gunther

Attorneys for Plaintiff

Defendant:

Dated: January 8, 2023

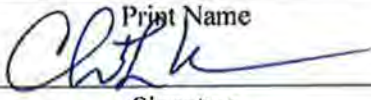
SW INGREDIENTS HOLDINGS, LLC

By: CHRIS L. KISEN
Print Name

Signature
CEO
Title

Dated: January 8, 2023

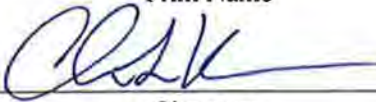
SPICE WORLD, INC.

By: CHRIS L. KISEN
Print Name

Signature
CEO
Title

1 Dated: January 8, 2023

SPICE WORLD, LLC

2
3 By: CHRIS L. KUNER
Print Name

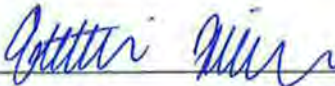
4
5 
Signature

6
7 CEO, Spice World Holdings, LLC
Title

8
9 **Defendants' Counsel:**

10 Dated: January 10, 2023

BARSAMIAN & MOODY

11
12 By: 

13 Ronald H. Barsamian
14 Patrick S. Moody,
Catherine M. Houlihan

15 Attorneys for Defendant

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Jose Ernesto Lucas v. SW Ingredients Holdings, LLC, et al.
Fresno County Superior Court Case No. 21CECG01943

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU WORKED AS A NON-EXEMPT EMPLOYEE OF SW INGREDIENTS HOLDINGS, LLC, SPICE WORLD, INC., AND/OR SPICE WORLD, LLC (“DEFENDANTS”) IN CALIFORNIA AT ANY TIME BETWEEN JULY 20, 2017 AND [[**DATE OF PRELIMINARY APPROVAL**]], THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Jose Ernesto Lucas v. SW Ingredients Holdings, LLC, et al.*, Fresno County Superior Court Case No. 21CECG01943 (the “Action”). The Action is the lead case in the consolidated matters of *Magallan v. SW Ingredients Holdings, LLC d/b/a Spice World, Inc.*, Fresno County Superior Court Case No. 21CECG03840 and *Magallan v. SW Ingredients Holdings, LLC d/b/a Spice World, Inc.*, Fresno County Superior Court Case No. 22CECG00586. The purpose of this Notice of Proposed Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement.

The proposed Settlement will resolve all claims in the Action. A hearing concerning final approval of the proposed Settlement will be held before the Hon. Jonathan Skiles on <<**FA Date and Time**>> in Department 403 of the Fresno County Superior Court, Civil Courthouse, located at 1130 O Street, Fresno CA 93724, to determine whether the Settlement is fair, adequate and reasonable. As a Class Member, you are eligible to receive an individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you do nothing, you will be considered part of the Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Defendants for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS DEADLINE TO EXCLUDE YOURSELF: << RESPONSE DATE>>	You have the option to pursue separate legal action against Defendants about the claims in the Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement by submitting a written Request to be Excluded. As a result, you will not receive any benefits under the Settlement. Except that, even if you request exclusion, you will receive payment for eligible PAGA Penalties, and you will release PAGA claims as discussed below.
OBJECT TO THE SETTLEMENT DEADLINE TO SUBMIT WRITTEN OBJECTIONS: << RESPONSE DATE>>	To object to the Settlement, you may mail a written explanation of why you do not agree with the Settlement to the Settlement Administrator, appear at the final approval hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request to be Excluded if you wish to object. You may arrange to appear at the hearing remotely via CourtCall by dialing 1-888-882-6878 or by visiting the CourtCall website at www.courtcall.com to schedule a remote appearance.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All persons who worked for Defendants SW Ingredients Holdings, LLC, Spice World, Inc., and/or Spice World, LLC. in California as an hourly, non-exempt employee at any time between July 20, 2017 and [\[the date of preliminary approval\]](#)].

According to Defendants’ records, you are a member of the Class (“Class Member”).

What is this case about?

In the Action, Plaintiff Jose Ernesto Lucas and Jose Magallan (“Plaintiffs”) allege on behalf of themselves and the Class allege that Defendants: (1) Failed to Pay Minimum Wages; (2) Failed to Pay Overtime Compensation; (3) Failed to Provide Meal Periods; (4) Failed to Authorize and Permit Rest Breaks; (5) Failed to Indemnify Necessary Business Expenses; (6) Failed to Timely Pay Final Wages at Termination; (7) Failed to Provide Accurate Itemized Wage Statements; (8) committed Unfair Business Practices; and (9) violated provisions of the Labor Code giving rise to civil penalty liability under the Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, et seq.]. Plaintiffs seek unpaid wages, reimbursement for necessary business expenses, actual damages, declaratory relief, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys’ fees, and costs.

Defendants deny all liability and are confident that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that their conduct is and has been lawful at all times relevant and that Plaintiffs’ claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiffs and Defendants (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendants. Both sides agree that this Settlement is fair, adequate and reasonable. Plaintiffs also believe this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiffs’ claims or Defendants’ defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

MOON & YANG, APC

Kane Moon, Esq.

E-mail: kane.moon@moonyanglaw.com

Allen Feghali, Esq.

E-mail: allen.feghali@moonyanglaw.com

Brett M. Gunther, Esq.

E-mail: brett.gunther@moonyanglaw.com

Julie Oh, Esq.

E-mail: julie.oh@moonyanglaw.com

1055 W. Seventh St., Suite 1880

Los Angeles, California 90017

Telephone: (213) 232-3128

Facsimile: (213) 232-3125

COHELAN KHOURY & SINGER

Isam C. Khoury, Esq.

E-mail: ikhoury@ckslaw.com

Michael D. Singer, Esq.

E-mail: msinger@ckslaw.com

Rosemary C. Khoury, Esq.

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, Esq.

E-mail: support@davtyanlaw.com

400 N. Brand Blvd., Suite 700

Glendale, California 91203

Telephone: (818) 875-2008

Facsimile: (818) 722-3974

Defendant's Counsel
BARSAMIAN & MOODY

Ronald H. Barsamian, Esq.

Patrick S. Moody, Esq.

E-mail: pmoody@theemployerslawfirm.com

Catherine M. Houlihan, Esq.

E-mail: choulihan@theemployerslawfirm.com

1141 W Shaw Ave # 104

Fresno, California 93711

Telephone: (559) 248-2360

Facsimile: (559) 248-2370

What are the Settlement terms?

Subject to final Court approval, Defendants will pay \$425,000 (the "Gross Settlement Amount") for: (a) individual Settlement Payments to Settlement Class Members; (b) the Court-approved Class Representative Service Payments to Plaintiffs (\$7,500 each); (c) the Court-approved attorneys' fees and costs to Class Counsel (\$141,666.67 in fees and up to \$30,000 in costs to be requested); (d) payment to the Labor and Workforce Development Agency ("LWDA") for alleged PAGA penalties (\$3,750 of a total of \$5,000 allocated to PAGA penalties); and (e) payment to the Settlement Administrator for settlement administration services (up to an estimated maximum of \$10,000).

Individual Settlement Payments. After deduction from the Gross Settlement Amount for attorneys' fees and costs, the Class Representative Service Payments to Plaintiffs, the payment to the LWDA, and settlement administration costs, there will be a Net Settlement Amount. From this Net Settlement Amount, Defendants will make an individual Settlement Payment to each Class Member who does not request to be excluded from the Settlement ("Settlement Class Members").

Upon final approval of the Settlement by the Court, Defendants will make a one-time payment of \$425,000 into a qualified settlement account established by the Settlement Administrator. A pro-rated portion of your Individual Settlement Payment will be mailed to you within 14 days after the settlement payment is made.

The Net Settlement Amount shall be divided among all Settlement Class Members on a pro rata basis based upon the total number of workweeks worked by each respective Settlement Class Member as a non-exempt hourly employee in the State of California during the Class Period. Your estimated individual Settlement Payment is listed below.

Your estimated minimum settlement payment is <<**Estimated Payment**>> (less applicable withholdings) and your covered Work Weeks worked during the relevant period between July 20, 2017 and <<**Date of Preliminary Approval**>> are <<**Work Weeks**>>. Your estimated Individual PAGA Payment is <<**Estimated Payment**>> based on Defendants records showing that had <<**Pay Periods**>> during the relevant period between July 2, 2020 and <<**Date of Preliminary Approval**>> (if no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment because you did not work during the PAGA Period. To the extent you dispute the number of Work Weeks or Pay Periods, you must make your dispute ("Work Week Dispute") in writing and send it to the Settlement Administrator via fax or mail. Your Work Week Dispute must be postmarked or faxed no later than <<**+45 days from date of mailing**>> (the "Response Deadline") to:

ILYM Group, Inc., <<**Mailing Address & Fax Number**>>

Your Work Week Dispute must be in writing and contain: (a) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (b) the number of Work Weeks you contend is correct; and (c) any evidence supporting your contention. Defendants' records will be presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator will resolve and decide all Work Week Disputes, and its' decisions will be reviewable by the Court during the Final Approval Hearing. **REMINDER:** If you believe your estimated individual Settlement Amount is incorrect because your Work Weeks (the number of total weeks you worked within the Class Period only) are wrong, the deadline to dispute the workweeks reported for you is <<**RESPONSE DATE**>>.

For tax reporting purposes, the payments to Settlement Class Members will be allocated 33.33% as wages, 33.33% as penalties, and 33.33% as interest, excluding the PAGA Settlement Payments, which will be allocated as 100% penalties. The wage portion of the individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the individual Settlement Payments. The portion of the Settlement Payments allocated to penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC. Any taxes owed on that other miscellaneous income will be the responsibility of Settlement Class Members receiving those payments. Defendants will be responsible for the employer's share of payroll taxes, separate and apart from the Class Fund.

All checks for individual Settlement Payments paid to Settlement Class Members shall advise that the checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not cashed by a participating Class Member within that time. Any individual Settlement Payment that is not cashed by a Settlement Class Member within one hundred eighty (180) days of issuance shall be transmitted to the California State Controller's Office for Unclaimed Property in the name of each Class Member who failed to cash their Settlement Payment check prior to the void date. The Settlement Administrator shall void any tax documents issued to Settlement Class Members who did not cash their checks within 180 days of issuance. In such event, the Settlement Class Member shall nevertheless remain bound by the Settlement.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Awards, Settlement Administration Costs and Payment to the LWDA. Class Counsel will ask the Court to award attorneys' fees up to \$141,666.67 (one-third) of the Gross Settlement Amount and reimbursement of reasonable costs incurred in the Action not to exceed \$30,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Payment of up to \$7,500 each to Plaintiffs Lucas and Magallan for their efforts in bringing the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$10,000.00. A payment in the amount of \$3,750.00 will also be made to the LWDA for PAGA penalties, which represents 75% of the \$5,000 set aside for payment under PAGA.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement and payment of all funds due under this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representatives, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will release claims as follows:

- (a) **Identity of Released Parties.** The released parties are Defendants, and each of their former and present subsidiaries, parents, affiliated and related companies, divisions, subsidiaries, successors, predecessors, and assigns, and their respective past and present directors, officers, shareholders, owners, partners, employees, agents, representatives, members, attorneys, advisors, accountants, insurers, trustees, heirs, executors, and administrators (collectively "Releasees").
- (b) **Date Release Becomes Active.** The Released Claims will be released upon the Settlement's Effective Date and payment by Defendants of all funds due under the settlement. Class Members will not release the Released Claims or Released PAGA Claims until the Effective Date and payment by Defendants of all funds due under the settlement.
- (c) **Claims Released by Settlement Class Members.** Each and every Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

- 1) All Participating Class Members, on behalf of themselves and their respective former and present spouses, family members, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including, e.g., any and all claims arising under California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174(d), 1194, 1194.2, 1197, 1198, 2802 and the applicable Industrial Welfare Commission Wage Orders based on any alleged failure to pay minimum wage; failure to pay overtime compensation; failure to pay paid time off wages; failure to provide meal periods; failure to authorize and permit rest periods; failure to indemnify necessary business expenses; failure to timely pay final wages; failure to timely pay wages during employment; failure to provide accurate wage statements; failure to keep adequate records; and unfair business practices arising under California Business and Professions Code section 17200 et seq. Excluded from this portion of the release are claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the Plaintiffs' PAGA Notice. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period; and
- 2) in addition, *all* Class Members who are Aggrieved Employees are deemed to release, whether requesting exclusion from the Settlement or not, on behalf of themselves and their respective former and present spouses, family members, representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or the Plaintiff's PAGA Notice, including any claim for PAGA penalties based on alleged violations of California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174(d), 1194, 1194.2, 1197, 1198, 2802 and the applicable Industrial Welfare Commission Wage Orders based on any alleged failure to pay minimum wage; failure to pay overtime compensation; failure to pay paid time off wages; failure to provide meal periods; failure to authorize and permit rest periods; failure to indemnify necessary business expenses; failure to timely pay final wages; failure to timely pay wages during employment; failure to provide accurate wage statements; and/or failure to keep adequate records.

What are my options in this matter?

You have three options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an individual Settlement Payment; (B) if you choose option (A), you may also object to the Settlement, as explained below; or (C) exclude yourself from the Settlement.

If you remain in the Class, you will receive a settlement payment and you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an individual Settlement Payment under the Settlement, **you do not need to take any action.** By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendants, unless otherwise required by law.

OPTION B. Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you have several options that you may use to object to it or express any concerns. To object, you may appear in person at the Final Approval Hearing, have an attorney object for you, or submit a written brief or statement of objection (“written objection”) to the Settlement Administrator at ILYM Group, Inc., <<Mailing Address>>. If you submit a written objection, it should contain sufficient information to confirm your identity and the basis of the objection, including: (1) your full name; (2) the grounds for the objection; (3) your signature; and (4) be postmarked on or before <<Response Deadline>> and returned to the Settlement Administrator at the address listed above to ensure that it is received in time to be transmitted to and considered by the Court. You can also hire an attorney at your own expense to represent you in your objection. The Parties shall file responses to any written objections before the final approval hearing. Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Settlement Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

Regardless of the form, an objection, alone will not satisfy the requirement that a Settlement Class Member must formally intervene and become a party of record in the action to appeal a Judgment entered following an Order finally approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION C. Request to Be Excluded from the Settlement and Receive No Money from the Settlement. If you do not want to be part of the Settlement, you must submit a written request to be excluded from the Settlement to the Settlement Administrator at ILYM Group, Inc., <<Mailing Address>>. In order to be valid, your written request to be excluded from the Settlement must be signed and include your name, address, and telephone number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement).

Your written request to be excluded from the Settlement must then be signed and postmarked on or before <<Response Deadline>>. If you do not submit a written request to be excluded from the Settlement on time (as evidenced by the postmark), your written request to be excluded from the Settlement will be rejected, you will be deemed a participating Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement. If you submit a written request to be excluded from the Settlement by the deadline to request exclusion, you will have no further role in the Action. **You will not be entitled to any benefit, including money,** as a result of the Action and Settlement – except that you will still receive payment for and release claims for Civil Penalties under PAGA. You will not be able to complain to the Court about any aspect of the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness, and adequacy of the proposed Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, the Class Representative Service Payments to Plaintiffs, the settlement administration costs, and the payment to the LWDA for PAGA penalties on <<FA Date and Time>> in Department 403 of the Fresno County Superior Court Civil Courthouse, located at 1130 O Street, Fresno CA 93724. If you wish to attend the Final Approval Hearing telephonically, you may arrange to appear at the hearing remotely via CourtCall by dialing 1-888-882-6878 or by visiting the CourtCall website at www.courtcall.com to schedule a remote appearance prior to the date of the Final Approval Hearing. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an individual Settlement Payment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Class Action and PAGA Settlement Agreement attached to the Declaration of Isam C. Khoury in Support of Plaintiff’s Motion for Preliminary Approval. The Class Action and PAGA Settlement Agreement and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the Fresno County Superior Court. You may also request a copy of the Settlement Agreement from Class Counsel and/or Defendants’ Counsel referenced above.

PLEASE DO NOT OTHERWISE CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

EXHIBIT 2

SUMMARY OF TIME AND COSTS*Lucas v. SW Ingredients Holdings, LLC, et al.***Fresno Superior Court Lead Case No. 21CECG01943****Consolidated with Fresno Superior Court Lead Cases 21CECG03840, 22CECG00586****Total Attorneys' Hours: 304.61****Total Lodestar: \$179,750.31****Total Costs: \$ 27,636.56**

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Founding Partner	1974	5.8	\$925	\$5,365.00
Michael D. Singer, Managing Partner	1984	12.6	\$995	\$12,537.00
J. Jason Hill, Former Associate	1995	26.2	\$700	\$18,340.00
Rosemary C. Khoury, Associate	2020	79.6	\$500	\$39,800.00
Amber Worden, Certified Paralegal	N/A	15.9	\$200	\$3,180.00
Matthew Atlas, Paralegal	N/A	11.6	\$175	\$2,030.00
TOTAL:		151.7		\$81,252.00

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
MOON LAW GROUP, PC				
Kane Moon, Founding Partner	2007	16.7	\$800-900	\$13,705.00
Seung Yang, Founding Partner	2007	10.0	\$750	\$7,500.00
Allen Feghali, Partner	2014	40.8	\$500-850	\$26,095.00
Brett Gunther, Associate	2015	11.9	\$450-475	\$5,527.00
Edwin Kamarzarian, Associate	2019	3.5	\$550-600	\$2,040.00
Julie Sohyun Oh, Associate	2021	10.01	\$175-375	\$1,931.31
TOTAL:		92.91		\$56,798.31

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
D.LAW, INC.				
Emil Davtyan, Managing Attorney	2014	60.0	\$695	\$41,700.00
TOTAL:		60.0		\$41,700.00

Total Aggregate Hours: 304.61	Total Lodestar: \$179,750.31
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SUMMARY OF TIME AND COSTS
Lucas v. SW Ingredients Holdings, LLC, et al.
Fresno Superior Court Lead Case No. 21CECG01943
Consolidated with Fresno Superior Court Lead Cases 21CECG03840, 22CECG00586

LITIGATION EXPENSES	
Cohelan Khoury & Singer	\$16,030.06
Moon Law Group, PC	\$11,606.50
TOTAL COSTS	\$27,636.56

EXHIBIT 3

EXHIBIT 3-A

**ATTORNEY TIME
ISAM C. KHOURY**

Lucas v. SW Ingredients Holdings, LLC, et al.
Fresno Superior Court Lead Case No. 21CECG01943
Magallan v. SW Ingredients Holdings, LLC d/b/a Spice World, Inc.
Fresno Superior Court Case No. 22CECG00586
Attorney Time – Isam C. Khoury

Date	Activity	Time
6/1/2021	New case review and analysis w/ MDS and review pl docs and paystubs	1.0
6/17/2021	Re view PAGA catalyst letter	0.3
7/14/2021	Update on Spice world designation	0.3
11/5/2021	Update on service and venue issue	0.4
1/25/2022	Update on file answers	0.2
3/4/2022	Follow up on discussions re: mediation participation and JT prosecution	0.5
3/7/2022	Update on JPA w/ Moon and mediation issues	0.5
9/3/2022	Update on mediation data and email from Defense	0.3
9/22/2022	Mediation doc review, conf call w/consolidated attys	1.0
10/3/2022	Call with RK re: mediation	0.1
11/30/2022	Status update on mediation date and damage assessment	1.0
5/10/2023	Discuss order with RK	0.2
	Total	5.8

EXHIBIT 3-B

**ATTORNEY TIME
MICHAEL D. SINGER**

Lucas v. SW Ingredients Holdings, LLC, et al.
Fresno Superior Court Lead Case No. 21CECG01943
Magallan v. SW Ingredients Holdings, LLC d/b/a Spice World, Inc.
Fresno Superior Court Case No. 22CECG00586
Attorney Time – Michael D. Singer

Date	Activity	Time
6/1/2021	Initial intake 2.0	2.0
7/2/2021	Case review .5	0.5
11/15/2021	Analysis of venue issue/review motion .9; confer re change of venue .1; confer re consolidation .3	1.3
11/19/2021	Status review .5	.5
3/4/2022	Confer w Kane Moon re other case .2; memo re further joint prosecution .5	.7
3/10/2022	Review and revise stip to consolidate .7; emails w defense .2	.9
8/1/2022	Status review .5	.5
9/30/2022	Mediation prep 3.5	3.5
10/3/2022	Mediation prep 2.7	2.7
	Total	12.6

EXHIBIT 3-C

ATTORNEY TIME

J. JASON HILL

Lucas v. SW Ingredients Holdings, LLC, et al.
Fresno Superior Court Lead Case No. 21CECG01943
Magallan v. SW Ingredients Holdings, LLC d/b/a Spice World, Inc.
Fresno Superior Court Case No. 22CECG00586
Attorney Time – J. Jason Hill

Date	Activity	Time
6/1/2021	Review intake email from MDS 0.2	0.2
6/2/2021	Emails with RCK re telecon with client and respond 0.1	0.1
6/3/2021	Confer with RCK re claims in case 0.5; telecon with client 0.3	0.8
6/8/2021	Review record request sent to company 0.1	0.1
6/15/2021	Review RCK emails re PAGA notice, ESI notice, and catalyst letter 0.1;	0.1
6/17/2021	PAGA notice, ESI notice, and catalyst letter 0.3; email RCK re revisions 0.1	0.4
7/1/2021	Review TC email re voicemail regarding wrong entity 0.1; research entity and send email to RCK, ICK, and MDS 0.3; review AW email re term letter and FBN for company 0.1; telecon with Greg Tousant at Spice World in Montana 0.3; send email to RCK, ICK, and MDS re same 0.1; send email to Tousant re notices received 0.2	1.1
7/6/2021	Review letter of representation from Defense and personnel file 0.4; email to RCK re different entity names 0.1	0.5
7/7/2021	Email to RCK re lack of arb agreement 0.1	0.1
8/12/2021	Emails with RCK re class and PAGA complaints 0.2	0.2
8/23/2021	Review RCK email re class and PAGA complaints 0.1	0.1
8/26/2021	Review RCK draft of PAGA complaint 0.6; email to RCK re comments on draft complaint and venue 0.2; review RCK draft of class complaint 0.8	1.6
8/27/2021	Review AW emails re proper venue and respond 0.1; research venue issue 0.2; review MA emails re entity address for cert of assignment 0.3; review RCK email re venue issue and respond 0.1;	0.7
9/9/2021	Review AW emails re rejection notice re Cert of Assignment for PAGA case and rejection of Class complaint 0.2	0.2
9/20/2021	Review Initial Case Management Order received from court 0.2; review AW email to Defense re accepting service and Defense response 0.1; emails with OPC re complaints and venue 0.2; draft initial class discovery and email to staff re discovery 1.4; draft initial PAGA discovery and email to staff re discovery 1.1; review AW email re stay of discovery 0.1; review RCK email re: sending complaints 0.1	3.2
10/4/2021	Email OPC re representation and review response 0.1	0.1
10/5/2021	Review AW email re status of service 0.1	0.1
10/12/2021	Review OPC email re setting up call 0.1	0.1
10/18/2021	Review AW email re status of class complaint filing and notice of related cases 0.1	0.1
10/25/2021	Review Initial CMC order from court 0.2	0.2

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Fresno Superior Court Lead Case No. 21CECG01943
Magallan v. SW Ingredients Holdings, LLC d/b/a Spice World, Inc.
Fresno Superior Court Case No. 22CECG00586
Attorney Time – J. Jason Hill

11/4/2021	Review OPC email re service of class complaint and transferring venue 0.2; email to CKS attorneys re venue issues 0.1; review AW email re venue issue 0.1	0.4
11/8/2021	Review drafts of notices of related case and respond 0.1	0.1
11/9/2021	Review OPC email re meet and confer and respond 0.2; review AW emails with Defense re service of complaints 0.1; emails with ICK, MDS, and RCK re motion to transfer venue and venue issues 0.2; review Defense answer to PAGA complaint and motion to transfer 0.7; telecon with OPC 0.3; review RCK email following telecon and re CMC statement 0.1; review MDS and RCK emails re transferring venue 0.1	1.7
11/11/2021	Review RCK email re draft of Jt PAGA CMC stmt and review draft 0.3; research entity 0.1; respond to RCK email re statement and transferring venue 0.1; review OPC email re consolidation and transferring 0.1	0.6
11/12/2021	Review AW email re stipulation to transfer venue 0.1; review MDS email re stipulation to transfer venue and respond 0.1; review OPC email re revisions to Jt CMC stmt and review draft 0.2; review RCK email re removal language and respond 0.1; review additional revisions to Jt CMC stmt 0.2; review RCK emails re FBN and respond 0.2; review final drafts of Jt CMC stmt and stipulation to transfer venue 0.3	1.2
11/17/2021	Emails with RCK and MDS re transfer, consolidation, and removal language 0.3; review draft of stip to transfer in class case and RCK redlines 0.2; review MDS email re removal and respond 0.1	0.6
11/18/2021	Review emails between AW and OPC re stipulation to transfer class case 0.1	0.1
11/22/2021	Review OPC and RCK emails re Defense response to complaint 0.2	0.2
11/23/2021	Review AW email re CMC off calendar and respond 0.1; review and approve notice of entry of order transferring venue 0.1	0.2
11/24/2021	Email AW re appearance off calendar and review response 0.1; review OPC email re CMC proceedings and respond 0.1; review AW email re transfer fee 0.1	0.3
12/2/2021	Review AW email re transfer order 0.1	0.1
12/8/21	Review and approve notice of entry of order transferring venue for class case 0.1	0.1
12/9/2021	review AW email re discovery and respond 0.2	0.2
12/14/2021	Review OPC email re transfer order and defense response to complaint 0.1; email RCK re OPC email 0.1; review and respond to OPC emails re answer 0.3	0.5
12/21/2021	Telecon with OPC 0.5; emails with RCK re telecon 0.2	0.7
12/22/2021	Review Notice of Transfer (Class)	0.1
1/10/2022	Review Notice of Transfer (PAGA)	0.1
1/13/2022	Review AW emails re appearance 0.1	0.1

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Fresno Superior Court Case No. 22CECG00586
Attorney Time – J. Jason Hill

1/26/2022	Review AW emails with OPC re transfer 0.1	0.1
2/8/2022	Review notice of CMC and assignment from court 0.1	0.1
2/9/2022	Review AW email re drafts of discovery 0.1	0.1
2/18/2022	Review AW email re ADR Stipulation 0.1	0.1
2/22/2022	Emails with AW re discovery 0.2; emails with OPC re meet and confer initial CMC 0.2; telecon with OPC 0.5	0.9
2/24/2022	Review drafts of discovery for PAGA case 0.4; review draft of Jt CMC stmt for PAGA case 0.3; email AW re drafts 0.1	0.8
2/28/2022	Review OPC email re PMK depo and respond 0.1; review OPC email re Jt CMC Stmt for PAGA 0.2	0.3
3/1/2022	Review emails re draft of CMC stmt 0.2; review MDS email re revisions to CMC stmt and respond 0.1; review OPC emails re Lucas complaint and review FAC 0.5; review MDS emails re Lucas and respond 0.2	1.0
3/2/2022	Emails with OPC re Jt CMC stmt 0.2; emails with MDS and ICK re related case 0.2	0.4
3/3/2022	Review AW emails re Def answer to class complaint and respond 0.2	0.2
3/7/2022	Review Defense answer to class complaint 0.6	0.6
3/8/2022	Prepare for and attend CMC 0.5; email MDS re mediation and CMC agenda 0.1; review MDS emails with OPC 0.2	0.8
3/9/2022	Review draft of stip to consolidate 0.2	0.2
3/10/2022	Review OPC email re PMK depo and respond 0.2; review MDS email re PMK and respond 0.1; review AW and MDS emails re drafts of notices of related case to be filed in Fresno 0.2; review emails re JPA and Stip to Consolidate 0.2	0.7
3/11/2022	Review Feghali email re revision to stipulation to consolidate 0.1; review draft of Jt CMC stmt for class case and respond 0.3	0.4
3/14/2022	Review OPC email re revisions to draft CMC stmt 0.1; revise statement and respond 0.1; review Feghali email re consolidated complaint and review draft of consolidated complaint 0.8	1.0
3/21/2022	Review OPC email re revisions to Stipulation to Consolidate 0.1; emails with AW re consolidated complaint 0.2	0.3
3/23/2022	Review Feghali emails re consolidated complaint and respond 0.2	0.2
3/24/2022	Emails with OPC re appearance at CMC 0.2	0.2
3/28/2022	Review Oh email re consolidated complaint and respond 0.1	0.1
4/14/2022	Review Defense response to consolidated complaint 0.4	0.4
	TOTAL	26.2

EXHIBIT 3-D

**ATTORNEY TIME
ROSEMARY C. KHOURY**

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Attorney Time – Rosemary C. Khoury

Date	Activity	Time
6/1/2021	Email with MDS	0.1
6/2/2021	Email Jason about Call client	0.1
6/2/2021	Review documents MDS sent	0.2
6/2/2021	Email Jason about rundown tomorrow	0.1
6/3/2021	Printing and notetaking questions to ask on intake docs	0.5
6/3/2021	Confer with JJH re claims in case 0.5; telecon with client 0.3	0.8
6/3/2021	Starting initiating documents	0.2
6/3/2021	Draft ESI notice	0.1
6/4/2021	Finishing ESI notice	0.3
6/4/2021	Starting PAGA letter	0.2
6/4/2021	Finishing catalyst letter	0.5
6/4/2021	Research regular rate/PTO issue	0.3
6/8/2021	Check what needs to be done still	0.1
6/8/2021	Draft PAGA notice	0.2
6/10/2021	Finishing PAGA letter	0.9
6/11/2021	Finishing PAGA letter	0.1
6/11/2021	Read Augustus on-duty rest break summary	0.3
6/14/2021	Finishing Catalyst letter	0.2
6/14/2021	Call AW about which employer names to include in initiating docs	0.1
6/14/2021	Finishing PAGA notice	1.1
6/14/2021	Email with AW about addresses to include for initiating docs after Look up	0.2
6/14/2021	Finishing ESI notice	0.1
6/14/2021	Finishing PAGA letter	1.8
6/14/2021	Read Augstus v. ABM	0.5
6/15/2021	Email all about initiating docs	0.1
6/15/2021	Call Jose Magallan and Leave voicemail	0.1
6/15/2021	Phone call with client about PAGA letter	0.5
6/15/2021	Proofread catalyst letter	0.1
6/15/2021	Proofread ESI notice	0.1
7/1/2021	Read emails about wrong entity	0.2
7/1/2021	Email Jason about Call agent for service for Spice World Inc.	0.1
7/7/2021	Email with JH about initiating docs	0.1
8/12/2021	Email with AW about setting up complaints	0.1
8/12/2021	Email with JH about whether to do one or two complaints	0.1
8/12/2021	Email with JH about how to do complaints	0.1

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Attorney Time – Rosemary C. Khoury

Date	Activity	Time
8/16/2021	Creating PAGA Complaint	2.2
8/16/2021	Doing company Research for complaint	0.4
8/17/2021	Scheduling coming week	0.1
8/23/2021	Email JH about complaints	0.1
8/25/2021	Doing PAGA complaint Research on company (no info found)	0.2
8/25/2021	Company Research	0.3
8/25/2021	Finishing PAGA complaint	0.2
8/25/2021	Research PAGA for Labor Code 246	0.2
8/26/2021	Send trademark info to JH	0.1
8/26/2021	Email with JH about complaint changes	0.1
8/26/2021	Making complaint changes	0.1
8/26/2021	Email AW and MA to finalize	0.1
8/26/2021	Research whether private right of action for labor code 551	0.3
8/26/2021	Finishing PAGA complaint	0.9
8/26/2021	Send PAGA complaint to JH and AW	0.1
8/26/2021	Creating Class Complaint	1.2
8/27/2021	Phone call with AW about changing venue in complaint	0.1
8/27/2021	Discuss venue in Fresno with AW	0.1
8/27/2021	Read email thread regarding ultimate venue	0.1
8/27/2021	Email AW about adding UCL subclass	0.1
9/20/2021	Email with JH re: sending complaints	0.1
9/20/2021	Read emails re: venue and service	0.1
9/20/2021	Read emails re: discovery and stay	0.1
10/18/2021	Read email re: notices of related cases in both cases	0.1
10/29/2021	Review calendar with AW	0.1
11/1/2021	Check status of discovery	0.1
11/8/2021	Review and approve notice of related case	0.1
11/8/2021	Review and approve notice of related case	0.1
11/9/2021	Email with JH re: call with defense counsel	0.1
11/9/2021	Call with defense counsel re: CMC statement	0.3
11/9/2021	Email recap of call with defense to JH and MDS	0.2
11/9/2021	Email with MDS re: venue and consolidation	0.1
11/10/2021	Review upcoming deadlines	0.1
11/11/2021	Draft CMC Statement	1.1
11/11/2021	Email JH CMC statement for review	0.1
11/11/2021	Email with defense counsel re: CMC statement	0.1

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Attorney Time – Rosemary C. Khoury

Date	Activity	Time
11/11/2021	Email with defense counsel re: them not removing and us transferring venue	0.1
11/11/2021	Review calendar with AW	0.1
11/11/2021	Email with JH re: review of CMC statement	0.1
11/12/2021	Email JH re: defense edits to CMC statement	0.1
11/12/2021	Phone calls with defense counsel re: CMC statement	0.1
11/12/2021	Email MDS re: stipulation in case to transfer venue	0.1
11/12/2021	Call with AW re: CMC statement	0.1
11/12/2021	Email with AW re: stip to change venue	0.1
11/12/2021	Email MDS re: stipulation in case to transfer venue	0.1
11/12/2021	Review cmc statement, proposed order, and stipulation	0.3
11/12/2021	Email with JH and AW re: final statement and stip being sent; applying signatures	0.1
11/12/2021	Email with AW re: adding line to cmc statement	0.1
11/17/2021	Email MDS re: next steps	0.1
11/17/2021	Email JH re: venue and consolidation timing and CMC and strategy after reading stmt and stip submitted	0.5
11/17/2021	Email redlines to AW and ask to send to defense	0.1
11/17/2021	Email with MDS about including language re: agreement not to remove	0.1
11/17/2021	Review and redline class action stip to transfer	0.2
11/22/2021	Email with AW re: answer	0.1
11/22/2021	Research whether pleadings stayed automatically in Fresno	0.2
11/22/2021	Email defense re: answer	0.1
12/21/2021	Email with JH re: call at 1:30	0.1
12/21/2021	Call with JH	0.3
1/31/2022	Email AW and MA re: transfer check	0.1
6/9/2022	Review CMC statement from defense	0.2
6/9/2022	Email with Jason and AW re: procedure for CMC and statements	0.2
8/1/2022	Read email re: data request and mediation	0.1
8/8/2022	Read emails re: mediation	0.1
8/9/2022	Review emails re: discovery	0.1
8/12/2022	Read emails re: class size and sample	0.1
9/28/2022	Update deadlines	0.1
9/29/2022	Email Bennett re: mediation data after review	0.2
10/3/2022	Review docs produced	0.4
10/3/2022	Email team re: issues	0.2

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Attorney Time – Rosemary C. Khoury

Date	Activity	Time
10/3/2022	Email Bennett re: phone call	0.1
10/3/2022	Email defense re: discrepancies	0.1
10/3/2022	Call with ICK re: mediation	0.1
10/3/2022	Email consultant re: call	0.1
10/3/2022	Call with consultant re: damages	0.2
10/3/2022	Email team re: model	0.2
10/3/2022	Email team re: call with Bennett	0.3
10/3/2022	Review all pay records provided	0.7
10/5/2022	Email with defense counsel re: numbers	0.2
10/5/2022	Email consultant re: numbers	0.1
10/11/2022	Call client, no answer	0.1
10/11/2022	Email client	0.1
10/11/2022	Call with client	0.2
10/11/2022	Email with team re: client and mediation	0.2
10/11/2022	Research wage order issues	0.3
10/11/2022	Email with Yaekel re: clients	0.2
10/11/2022	Email with consultant re: damages model	0.1
10/11/2022	Call with consultant re: damages	0.3
10/11/2022	Email with Fenghali re: mediation	0.3
10/12/2022	Prepare for mediation	1.2
10/12/2022	Attend mediation	4
10/12/2022	Redline and email MOU drafts between co-counsel and defense counsel	1.1
11/29/2022	Update deadlines	0.2
11/29/2022	Review MOU terms	0.1
11/29/2022	Review prior settlement emails	0.1
11/29/2022	Email co-counsel re: long form settlement agreement	0.1
11/30/2022	Review and edit long form settlement agreement	0.7
11/30/2022	Email with team re: settlement agreement	0.2
1/3/2023	Review emails re: settlement agreement and notice	0.1
1/4/2023	Review class notice redlines by defense	0.1
1/4/2023	Email with co-counsel re: revisions	0.1
1/4/2023	Email with AW re: fixing errors in SA	0.1
1/6/2023	Review settlement emails	0.2
1/6/2023	Email co-counsel re: stip	0.1
1/6/2023	Draft stip to continue CMC	0.5

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Attorney Time – Rosemary C. Khoury

Date	Activity	Time
1/6/2023	Draft proposed order	0.3
1/6/2023	Send to co-counsel for review	0.1
1/6/2023	Email defense stipulation	0.1
2/6/2023	Call with MA re: hearing	0.1
2/6/2023	Email with co-counsel re: hearing	0.1
2/6/2023	Update calendar	0.1
2/7/2023	Review calendar with AW	0.1
2/13/2023	Update calendar	0.1
2/16/2023	Review emails re: caption	0.1
2/16/2023	Review amended class notice and email AW	0.1
2/16/2023	Review template PA motions	0.1
2/16/2023	Email AW re: setting up motion	0.1
3/2/2023	Review case assignment details	0.1
3/20/2023	Review emails	0.1
3/20/2023	Update calendar	0.1
4/4/2023	Email with AW re: tasks	0.1
4/7/2023	Draft plaintiff dec for Magallan	0.5
4/7/2023	Email M&Y re: plaintiff dec	0.1
4/7/2023	Email with AW re: motion	0.1
4/7/2023	Draft Pas	1.2
4/7/2023	Email co-counsel re: counsel dec	0.1
4/10/2023	Email with co-counsel re: motion	0.1
4/10/2023	Left voicemail for plaintiff re: dec	0.1
4/10/2023	Email plaintiff re: dec	0.2
4/12/2023	Draft PAs	3
4/12/2023	Draft NOM	0.5
4/12/2023	Draft PO	0.5
4/12/2023	Send PA drafts to co-counsel for review	0.1
4/13/2023	Call with co-counsel Brett re: motion	0.1
4/13/2023	Email with co-counsel re: motion	0.1
4/13/2023	Email with defense re: motion	0.2
4/14/2023	Text plaintiff re: dec	0.1
4/16/2023	Review emails	0.1
4/16/2023	Evaluate next steps	0.1
4/17/2023	Final review of plaintiff dec	0.2
4/17/2023	Email with Magallan re: dec	0.1

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Attorney Time – Rosemary C. Khoury

Date	Activity	Time
4/18/2023	Discussion with AW	0.1
5/10/2023	Email with AW re: remote appearance	0.1
5/10/2023	Read order	0.5
5/10/2023	Discuss appearance with AW	0.1
5/10/2023	Discuss order with MY	0.1
5/10/2023	Email with team re: next steps	0.1
5/10/2023	Discuss order with ICK	0.2
5/11/2023	Call with AW re: next hearing	0.1
5/16/2023	Review stmt and PO and email AW	0.1
5/16/2023	Review authorities re: denial of PA	1
5/22/2023	Review case documents	0.2
5/22/2023	Email with defense re: new motion	0.1
6/3/2023	Update calendar	0.2
6/12/2023	Update calendar	0.1
6/15/2023	Email with co-counsel	0.1
6/15/2023	Update calendar	0.1
6/18/2023	Review PA order and make a list of what is needed	0.3
6/18/2023	Draft list for defendant for renewed PA	0.8
6/18/2023	Draft list for Berger for renewed PA	0.3
6/18/2023	Review damages used for mediation	0.1
6/19/2023	Email with defense counsel re: RMPA	0.2
6/19/2023	Email with consultant re: RMPA	0.2
6/20/2023	Review status letter and email AW	0.1
6/21/2023	Create consultant dec template (RMPA)	0.2
6/21/2023	Create NOM template (RMPA)	0.1
6/21/2023	Email team re: call and prepare for call	0.4
6/21/2023	Call with Bennett and co-counsel re: dec	0.2
6/21/2023	Email team call recap	0.1
6/22/2023	Review case assignment info	0.1
6/30/2023	Redline stip to continue CMC and email to AW	0.3
6/30/2023	Email stip to defense	0.1
7/5/2023	Review emails	0.1
7/5/2023	Discuss with team	0.1
7/5/2023	Email Bennett re: dec	0.1
7/5/2023	Settlement processing planning	0.1
7/6/2023	Email with consultant re: dec	0.1

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Attorney Time – Rosemary C. Khoury

Date	Activity	Time
7/10/2023	Update deadlines and strategize	0.1
7/17/2023	Update calendar	0.2
7/26/2023	Email with Bennett re: dec	0.1
7/26/2023	Email with Brett re: what is needed	0.2
7/26/2023	Email defense re: declaration	0.1
8/28/2023	Email with AW re: continuance	0.1
8/28/2023	Review and approve stip and PO	0.2
9/5/2023	Update calendar	0.1
9/11/2023	Email with AW re: CMC	0.1
9/11/2023	Email with team re: CMC	0.1
9/13/2023	Check calendar and update	0.2
9/21/2023	Email with defense re: dec	0.2
9/26/2023	Email with defense re: declaration	0.1
9/26/2023	Review emails	0.1
9/26/2023	Left message for EK	0.1
9/26/2023	Call with co-counsel re: records	0.2
9/26/2023	Draft renewed preliminary approval motion	0.1
9/27/2023	Review revised defendant dec	0.3
9/27/2023	Email with defense counsel	0.1
9/27/2023	Review calendar	0.1
9/27/2023	Prepare for CMC	0.1
9/27/2023	Call with co-counsel re: CMC	0.1
9/27/2023	CMC	0.2
9/27/2023	CMC recap to team	0.1
9/28/2023	Email with defense	0.1
9/28/2023	Outline tasks	0.1
10/3/2023	Draft renewed preliminary approval motion	0.1
10/5/2023	Email with defense re: motion	0.1
10/5/2023	Email with AW re: CMC statement	0.1
10/5/2023	Draft renewed preliminary approval motion	0.3
10/5/2023	Review calendar with AW	0.1
10/5/2023	Review and approve CMC statement	0.1
10/6/2023	Draft renewed preliminary approval motion	2.0
10/6/2023	Email defense re: drafts	0.1
10/9/2023	Draft renewed preliminary approval motion	3.0
10/15/2023	Email with team re: hearing date	0.1

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Attorney Time – Rosemary C. Khoury

Date	Activity	Time
10/16/2023	Email with defense re: edits	0.1
10/16/2023	Review motion papers	0.2
10/16/2023	Review Bennett dec	0.1
10/16/2023	Email with Bennet	0.1
10/16/2023	Call Bennett; no answer	0.1
10/16/2023	Call MA	0.1
10/16/2023	Finalize NOM	0.2
10/16/2023	Review previous documents	0.2
10/16/2023	Email with team re: motion	0.1
10/17/2023	Review Bennett dec	0.1
10/17/2023	Email with Bennett	0.1
10/17/2023	Email with defense re: motion	0.1
10/17/2023	Email with defense	0.1
10/17/2023	Draft renewed preliminary approval motion	0.2
10/17/2023	Discuss motion with AW	0.3
10/17/2023	Call with AW re: motion	0.1
10/17/2023	Call with AW re: ICK dec	0.1
10/18/2023	Discuss hearing with AW	0.1
10/18/2023	Email with AW re: hearing	0.1
10/30/2023	Update calendar	0.1
11/21/2023	Update calendar and tasks	0.1
2/6/2024	Update tasks and calendar	0.1
2/19/2024	Review emails re: hearing	0.1
3/4/2024	Review emails	0.1
4/8/2024	Update calendar	0.2
4/12/2024	Review MDS case status list	0.1
4/16/2024	Clean up time records	0.1
5/1/2024	Gather and clean up time records for FA	1.5
5/1/2024	Email with AW re: final approval timing and issues	0.2
5/14/2024	Review and approve jt stip and PO	0.2
5/16/2024	Update calendar with AW	0.1
5/30/2024	Email with AW re: FA	0.1
6/10/2024	Review plaintiff declaration and edit template	0.5
6/10/2024	Left voicemail for Magallan	0.1
6/10/2024	Email with co-counsel re: plaintiff decs	0.1
6/10/2024	Draft NOM	0.6

Lucas v. SW Ingredients Holdings, LLC, et al.
Fresno Superior Court Lead Case No. 21CECG01943
Magallan v. SW Ingredients Holdings, LLC d/b/a Spice World, Inc.
Fresno Superior Court Case No. 22CECG00586
Attorney Time – Rosemary C. Khoury

Date	Activity	Time
6/10/2024	Email with BV re: costs	0.1
6/10/2024	Email Emil re: declaration	0.1
6/10/2024	Draft PAs	0.3
6/11/2024	Email with AW re: costs	0.1
6/11/2024	Email with Emil re: declaration	0.1
6/11/2024	Left voicemail and emailed Magallan re: dec	0.2
6/11/2024	Email with MA re: Plaintiff dec	0.1
6/12/2024	Call with Kamazarian re: FA	0.4
6/12/2024	Review Davtyan dec and email with Davtyan	0.3
6/12/2024	Email with AW re: all captions	0.1
6/13/2024	Call with Magallan re: dec	0.2
6/13/2024	Email with team re: Magallan dec	0.1
6/13/2024	Review and approve Kamazarian dec	0.5
6/14/2024	Email with team re: MFA	0.1
6/14/2024	Email with team re: finalizing motion and service	0.2
6/14/2024	Review and finalize NOM	0.2
6/14/2024	Draft and finalize Khoury dec	0.1
6/16/2024	Resolve technical issues	0.3
6/16/2024	Draft and finalize Khoury dec	1.1
6/16/2024	Draft and finalize final approval motion	3.5
6/16/2024	Clean up and consolidate time records and summary	0.4
	Total	79.6

EXHIBIT 3

COHELAN KHOURY SINGER

Litigation Cost

Lucas v. SW Ingredients Holdings, LLC, et al.

Fresno Superior Court Lead Case No. 21CECG01943

Consolidated with Fresno Superior Court Lead Cases 21CECG03840, 22CECG00586

Date	Payee	Details	Amount
Spice World Class			
8/30/2021	Express Network	Summons; Cover Sheet	\$ 55.00
9/13/2021	Express Network	Complaint; Certificate; Summons; Cover	\$ 1,653.50
10/20/2021	Express Network	Amended Summons	\$ 55.00
10/28/2021	Express Network	SOP: SW Ingredients Holdings, LLC	\$ 138.77
11/3/2021	Express Network	Proof of Service of Summons	\$ 85.00
11/9/2021	Express Network	Notice of Related Case	\$ 55.00
11/18/2021	Express Network	Stipulation and Prop. Order	\$ 80.00
12/2/2021	San Bernadino Sup Court	Stipulation and Order	\$ 3.00
12/7/2021	Express Network	Court Services	\$ 55.00
12/8/2021	Express Network	Ntc. Of Entry of Order Transf Venue	\$ 55.00
1/26/2022	Fresno Superior Ct	Complex Fee	\$ 1,000.00
3/14/2022	Green Filing	Notice of Related Case	\$ 6.68
6/14/2022	Courtcall	CMC 6/22/22 KDLR	\$ 94.00
7/14/2022	Ortman Mediation, Inc.	Mediation Fee 10/12/22	\$ 6,500.00
10/27/2022	Berger Consulting	Statistician	\$ 1,950.00
1/20/2023	Green Filing	Notice of entry of Order Cont. SC	\$ 12.69
3/23/2023	Green Filing	Notice of entry of Order Cont. SC	\$ 12.69
4/21/2023	Green Filing	Preliminary Approval Motion	\$ 74.34
5/10/2023	Green Filing	Notice of Remote Appearance	\$ 12.69
5/18/2023	Green Filing	Joint Stipulation to Cont. CMC	\$ 33.24
7/5/2023	Green Filing	Joint Stipulation to Cont. CMC	\$ 33.24
7/12/2023	Berger Consulting	Statistician	\$ 1,025.00
7/17/2023	Green Filing	Notice of entry of Order Cont. SC	\$ 12.69
8/24/2023	Green Filing	Notice of Change of Firm Name	\$ 12.69
8/29/2023	Green Filing	Joint Stipulation to Cont. CMC	\$ 33.24
9/21/2023	Green Filing	CMS	\$ 12.69
10/18/2023	Green Filing	Renewed -Preliminary Approval Motion	\$ 94.89
2/8/2024	Green Filing	Joint CMS	\$ 13.82
	In House	Postage	\$ 1.06
	In House	Photocopies (212@.25)	\$ 53.00
	Spice World Class - Total:		\$ 13,223.92
Spice World - PAGA			
6/17/2021	LWDA	PAGA Fee Notice	\$ 75.00
8/30/2021	Express Network	Summos; Complaint; Complex Fee	\$ 1,633.50
9/21/2021	Express Network	Amended Summons	\$ 55.00
9/29/2021	Express Network	Summons and Complaint	\$ 139.57
10/1/2021	Express Network	Proof of Service of Summons	\$ 55.00
11/9/2021	Express Network	Notice of Related Case - Class	\$ 65.00
11/12/2021	Express Network	Joint Case Management; Stip; Order	\$ 75.00
11/12/2021	Express Network	Stipulation and Order	\$ 100.00
11/22/2021	SBSC	Stipulation and Order	\$ 3.50
11/23/2021	Express Network	Notice of Entry of Order Trans. Venue	\$ 55.00
11/24/2021	Fresno Superior Court	Filing Fee	\$ 435.00
11/30/2021	Express Network	Court Services	\$ 55.00
3/2/2022	Green Filing	Joint Case Management	\$ 6.68
3/3/2022	Courtcall	CMC 3/8/22 JJH	\$ 94.00

COHELAN KHOURY SINGER
Litigation Cost
Lucas v. SW Ingredients Holdings, LLC, et al.
Fresno Superior Court Lead Case No. 21CECG01943
Consolidated with Fresno Superior Court Lead Cases 21CECG03840, 22CECG00586

<u>Date</u>	<u>Payee</u>	<u>Details</u>	<u>Amount</u>
3/14/2022	Green Filing	Notice of Related Case	\$ 6.68
3/18/2022	Green Filing	Notice of Remote Appearance	\$ 6.68
	In House	Postage	\$ 0.53
	In House	Photocopies (80@.25)	\$ 20.00
	Spice World PAGA - Total:		\$ 2,806.14
		Spice World PAGA	\$ 2,806.14
		Spice World Class	\$ 13,223.92
		TOTAL	\$ 16,030.06

EXHIBIT 4

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_c \frac{1}{2}$ Years Out of Law School $i_c \frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $i_c \frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_c \frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_c \frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $i_c \frac{1}{2}$ 4-7" on June 1, 1999, and tier $i_c \frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 6

Amber Worden

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, October 17, 2023 4:38 PM
To: Amber Worden
Subject: [External] Thank you for your Proposed Settlement Submission

10/17/2023 04:36:52 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

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: https://urldefense.proofpoint.com/v2/url?u=http-3A__labor.ca.gov_Private-5FAttorneys-5FGeneral-5FAct.htm&d=DwlFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=1sYpYEGF76QN6w9hehxsqElpMNt5gOV6_IRPmxDj0Ew&m=HzlLs6rOlf-dJSwQaRFJv1xMBTdyOHjLyNuYeJXjwLmgCJSJJzEry-ZsygfT5-HW&s=Lulb9ifUPvTH348-nMHLoqbVTWc_hUyisILBPB7YynQ&e=



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".
[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Fresno Superior Court

Court Case Number *

21CECG01943

Hearing Date (if any)

2/14/2024

Hearing Time

3:30 p.m.

Hearing Location

Number of aggrieved employees *

297

Gross settlement amount *

425000

Gross penalty amount *

5000

Penalties to LWDA *

3750

Date of proposed settlement *

2/14/2024

Proposed Settlement and Other Documents

Proposed Settlement *

[Choose File](#) 1. NOM Rene...Prelim App.pdf

Other Attachment (if any)

[Choose File](#) 2. PAs ISO Re...relim App.pdf

Other Attachment (if any)

[Remove](#)[Choose File](#) 3. ICK Dec ISO Prelim App.pdf

Other Attachment (if any)

[Remove](#)[Choose File](#) 4. Davtyan De...relim App.pdf

Other Attachment (if any)

[Remove](#)[Choose File](#) 5. Feghali De...Prelim App.pdf

Other Attachment (if any)

[Remove](#)[Choose File](#) 6. Magallan D...relim App.pdf

Other Attachment (if any)

[Remove](#)[Choose File](#) 7. Lucas Dec I...relim App.pdf

Other Attachment (if any)

[Remove](#)[Choose File](#) 8. Hartranft (...relim App.pdf

Other Attachment (if any)

[Remove](#)[Choose File](#) 9. Berger Dec...relim App.pdf

Other Attachment (if any)

[Remove](#)[Choose File](#) 10. McDonald...relim App.pdf

Other Attachment (if any)

[Remove](#)[Choose File](#) 11. PO re Prelim App.pdf[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAIInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)[Submit](#)

Amber Worden

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, October 17, 2023 4:33 PM
To: Amber Worden
Subject: [External] Thank you for your Proposed Settlement Submission

10/17/2023 04:32:03 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

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: https://urldefense.proofpoint.com/v2/url?u=http-3A__labor.ca.gov_Private-5FAttorneys-5FGeneral-5FAct.htm&d=DwIFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=1sYpYEGF76QN6w9hehxsqElpMNt5gOV6_IRPmxDj0Ew&m=hZUR99tJDTGBP7R8qzunl75ReApoDsAX8ExOG0xaM2GNTYrAioTm0nvaMv9Mjvk4&s=2lbZWSuvDmTpZmUT5HAMtcdYxaQ89Wn-rlc7AsKS4no&e=



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".
[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Fresno Superior Court

Court Case Number *

21CECG01943

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Proposed Settlement *

[Choose File](#) 1. NOM Rene...Prelim App.pdf

Other Attachment (if any)

[Choose File](#) 2. PAs ISO Re...relim App.pdf

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[Remove](#)[Choose File](#) 3. ICK Dec ISO Prelim App.pdf

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Other Attachment (if any)

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[Remove](#)[Choose File](#) 6. Magallan D...relim App.pdf

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[Remove](#)[Choose File](#) 9. Berger Dec...relim App.pdf

Other Attachment (if any)

[Remove](#)[Choose File](#) 10. McDonald...relim App.pdf

Other Attachment (if any)

[Remove](#)[Choose File](#) 11. PO re Prelim App.pdf[Add Another Attachment](#)

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☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

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EXHIBIT 7

EXHIBIT 8

EXHIBIT 8-A

COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN, APLC*
ISAM C. KHOURY, APC
DIANA M. KHOURY, APC
MICHAEL D. SINGER, APLC•

(* Also admitted in the District of Columbia)
(• Also admitted in Colorado)

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www.ckslaw.com

JEFF GERACI Δ
J. JASON HILL†
MARTA MANUS
KRISTINA DE LA ROSA

(† Also admitted in Illinois)
(Δ Of Counsel)

June 1, 2021

PRIVILEGED AND CONFIDENTIAL **ATTORNEY-CLIENT COMMUNICATION**

Jose Magallan
305 W. Merced St.
Avenal, CA 93204

Re: Class Action and/or Private Attorneys General Act (PAGA) Lawsuit Against SW
Ingredients Holdings LLC dba Spice World

Dear Mr. Jose Magallan:

Thank you for agreeing to assist the law firms of COHELAN KHOURY & SINGER and DAVTYAN LAW FIRM, INC ("Attorneys") in the class action and/or PAGA action ("Action") against SW Ingredients Holdings LLC dba Spice World (hereinafter "Defendant") for potential claims for Defendant's labor code violations. Action specifically **excludes** any individual claims you may have against the company, including but not limited to, wrongful termination, harassment, discrimination, and retaliation.

DS
dm

You have advised us that your only relationship to Defendant is as a current or former employee. We have advised you that based upon our experience in prosecuting class actions under relevant federal and state laws and our preliminary investigation into the facts and circumstances of this case, it is our opinion that a lawsuit is meritorious. We will continue with our investigation. With your agreement to be named as a class representative in a complaint to be filed against Defendant you will have certain duties and responsibilities to the class. Certain of these duties are explained in greater detail in this letter and the attachment.

You have agreed to cooperate with Attorneys in this case and to comply with all reasonable requests for information. You also agree to provide us with copies of all relevant records and invoices and to participate in discovery in this action as necessary, by, among other things, answering interrogatories, producing documents to Defendant and giving deposition and trial testimony if requested. You understand that you may be required to testify at trial in this matter. We will make every effort to comply with your scheduling requirements.

Client acknowledges that Attorneys are pursuing class action and/or Private Attorney General Act cases and have primary duties to the class and representative group of employees as a whole. Therefore, Attorneys may not be able to pursue claims, matters or positions for Client if they conflict with the interests of the class as a whole. For instance, it is possible Client might want to accept a settlement but attorneys believe the settlement is not in the interests of the class as a whole, or vice versa. Client consents to Attorneys representing Client and the class as a

DS
dm

Mr. Jose Magallan

June 1, 2021

Page 2

whole even though there is a potential for conflicts of interest between them. If a conflict of interest arises that is serious enough that Attorneys cannot or will not continue to represent Client and the class or potential class together, Client agrees that Attorneys shall be entitled to continue to represent the class or potential class but not Client. Client agrees that in that event Attorneys shall be entitled to use and disclose to class members confidential information of Client for purposes of the case. Client understands that if Attorneys support a settlement proposal that client does not support, Client has the option to opt out of the lawsuit and pursue an individual action with alternate counsel, remain a class member and object to the settlement, or agree to the settlement.

We will advance all expenses of the litigation and you will not be responsible for these monies regardless of the outcome of this case¹. At the conclusion of the case, the attorneys for plaintiffs will apply to the court for an award of fees and the reimbursement of expenses based upon, among other things, the time expended the difficulty of the litigation and, of course, the results achieved. The client(s) hereby authorize(s) the attorney(s) to associate any other attorney in representing the client(s), without additional costs.

You understand that in class action and/or PAGA cases an award of attorneys' fees may be as much as 33 1/3% of any settlement fund or judgment, although the amount actually awarded is within the sole discretion of the court. In the event that during the course of this litigation we determine that this case is not suitable for class/PAGA treatment, or in the event class certification is denied, this matter may be settled or judgment may be entered in your favor on an individual basis. In such a case, we shall be paid attorney's fees equal to the greater of our hourly fees actually incurred in pursuing this matter at our then current hourly rates, or 40% of the total recovery, in addition to reimbursement of all costs advanced in connection with this litigation.

By signing below and in accordance with Rules of Professional Conduct of the State Bar of California, Rule 1.5.1(a)(2), you acknowledge and provide your consent that any fees awarded in this case will be divided 66 2/3% to Cohelan Khoury & Singer and 33 1/3% to Davtyan Law Firm, Inc. This fee split in no way increases the total attorneys' fees you or other class members will pay in this matter.

Although you will not be responsible for our legal fees, costs and expenses as part of your fiduciary obligations, you should be aware of our billing practices. We will maintain records of our time and expenses that may be submitted to the court in support of our application for attorneys' fees and reimbursement of expenses. We will bill the case at our prevailing hourly rates for attorneys, paralegals, law clerks, legal interns and other support staff. These rates are periodically adjusted. Costs and expenses include professional fees and costs charged by investigators, experts, consultants, or others, and expenses including copying, process servers, on-line research, travel expenses, messengers, telephone, postage, facsimile and other usual and customary expenses at our usual and customary charges for such items. Charges for meals and related items associated with meetings among attorneys may also be included in expenses.

¹ Rules of Professional Conduct of the State Bar of California, Rule 1.8.5(b)(3).

DS
dm

Mr. Jose Magallan
June 1, 2021
Page 3

We may apply to the Court for a special award to compensate the class representative(s) for their contribution to the action. You understand, however, that unless such an award is approved by the Court you will only be entitled to your pro rata share of funds available for distribution to all class members. **By signing below you acknowledge that there may be tax consequences resulting from any settlement or recovery we obtain in your lawsuit. We strongly encourage you to contact a Certified Public Accountant or tax attorney to understand any taxation consequences flowing from your case.**

Obviously, as with any type of litigation, we are unable to guarantee any particular result or outcome. It is very important that you maintain the confidentiality of this retainer agreement and all communications with our law firm.

Please return a signed copy of this agreement to us as soon as possible, since it is critical to act immediately. Thank you for your trust and confidence. We look forward to working with you.

Very truly yours,

COHELAN KHOURY & SINGER

Date: 6/1/2021

DocuSigned by:

MICHAEL SINGER

EA228531600046D...

Michael D. Singer, Esq.

DAVTYAN LAW FIRM, INC.

Date: 6/1/2021

DocuSigned by:

Emil Davtyan

880F42A7DEA741A...

Emil Davtyan, Esq.

CLIENT

Date: 6/1/2021

DocuSigned by:

JM

AD144243A85447C...

Jose Magallan

DS
dm

Mr. Jose Magallan

June 1, 2021

Page 4

DUTIES OF A CLASS REPRESENTATIVE

1. A **class representative** represents the interests of all members of the class in litigation to recover monetary damages or obtain injunctive relief for the class.
2. The **class** usually consists of all persons who are **similarly situated** with respect to a common course of conduct or practice--in other words, all those persons who are affected by the challenged behavior.
3. A class representative has claims that are typical of those of the class, and thus involve common issues of law or fact. For example, as a class representative, your claims against the Defendant are typical of the class claims against them, simply because Defendant failed to reimburse business-related expenses.
4. A class representative always considers the interests of the class just as he or she would consider his or her own interests and in some cases must put the interests of the class before his or her own interests. This means that you are a **champion of the class** or **fiduciary litigant**.
5. A class representative always **actively participates** in the lawsuit, as necessary, by, among other things, answering interrogatories, producing documents to the defendant and giving deposition and trial testimony if requested. **You may be required to travel to give such testimony.**
6. A class representative recognizes and accepts that any resolution of the lawsuit, by **dismissal or settlement**, is subject to **court approval**, and must be designed in the best interest of the class as a whole.
7. A class representative is not required to be particularly sophisticated or knowledgeable about the subject of the lawsuit. However, a class representative should follow the progress of the lawsuit and should provide all relevant facts to the lawyers for the class.
8. A class representative volunteers to represent or **champion** many other people with similar claims and injuries because of the importance of the case and that necessity that all class members benefit from the lawsuit equally; the savings of time, money and effort should benefit all parties and the court. Class actions are an important tool to assure compliance with the law even where an individual's losses may be relatively small.

I have reviewed and acknowledge my duties as a class representative.

Date: 6/1/2021

DocuSigned by:

Jose Magallan

EXHIBIT 8-B

JOINT PROSECUTION AGREEMENT

The Law Firms of:

(1) MOON & YANG, APC ("M&Y"), counsel in the case of *Lucas v. SW Ingredients Holdings, LLC*, Fresno County Superior Court Case No. 21CECG01943; and, (2) COHELAN KHOURY & SINGER and DAVTYAN LAW FIRM, INC. (collectively "CKS"), counsel in the cases of (i) *Magallan v. SW Ingredients Holding, LLC*, Fresno County Superior Court Case No. 22CECG00586, and, (ii) *Magallan v. SW Ingredients Holdings, LLC*, Fresno County Superior Court Case No. 21CECG03840, (collectively the, "Attorneys"), enter into this Joint Prosecution Agreement ("Agreement") in connection with these cases, jointly referred to as the "Action".

The purpose of this Joint Prosecution Agreement ("Agreement") is to memorialize the rights and responsibilities with respect to (a) the conduct of the work necessary for the investigation, litigation, and settlement negotiation of the Action, (b) the payment of costs and expenses, and (c) the recovery of costs and expenses and attorney's fees.

1. Relationship of Attorneys

Attorneys will jointly litigate the Action and process any Settlement, with the understanding that they are Co-Lead Counsel. Together, the Attorneys shall be responsible for directing the course and conduct of the Action. The Attorneys agree to confer with each other on decision-making. The Attorneys agree to work cooperatively and to keep each other apprised of all developments in the Action, including communication with the clients, the Court, and opposing counsel.

2. Payment of Costs and Expenses.

Attorneys shall pay their own internal costs related to word processing, transportation and hotels, postage and delivery, internal photocopying, computer research, telephone charges, and similar internal expenses.

Attorneys shall be responsible for the payment of external costs and expenses of the Litigation incurred after the signing of this agreement, including but not limited to filing fees, reporter fees, service of process fees, consultant and expert witness fees, expert travel costs, document production and other discovery costs, and class notice costs, in accordance with the percentage fee shares described below in Section 3(b).

3. Recovery of Attorneys' fees, Investigation, Litigation, Costs and Expenses.

a. Out-of-pocket costs and expenses as described in Section 2 above shall first be reimbursed to the party to the Agreement who paid them.

b. In the event there is a recovery in this case, either by settlement, judgment, arbitration award, or otherwise, and award of any type of damages or other monetary relief and/or an award of attorneys' fees, Attorneys shall recover fees after reimbursing such costs and expenses. Fees shall be allocated between Attorneys as follows:

- i. 50% to M&Y (to be divided with referring/co-counsel subject to separate agreement)
- ii. 50% to CKS (to be divided with referring/co-counsel subject to separate agreement)

4. Scope of Agreement.

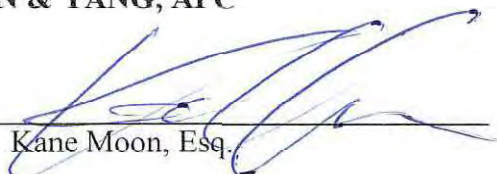
This Agreement applies to the investigation, negotiation or litigation of the Action. Should other claims or litigation ensue against the Defendant(s) named above, a separate agreement regarding association of counsel would be required. Each firm shall defend, indemnify and hold harmless each of the other law firms related to any claims arising from their respective individual client(s) and/or any referring attorneys associated with their respective client(s) in each of the cases identified above. The law firms involved in this Joint Prosecution Agreement shall work in good faith to cooperate to resolve any such issues, should they arise.

ACCEPTED and AGREED to:

I have read the foregoing and agree to abide by the terms of this Joint Prosecution Agreement. I am authorized to execute this Agreement on behalf of my firm or organization.

MOON & YANG, APC

Date: 3/16, 2022

By: 
Kane Moon, Esq.

COHELAN KHOURY & SINGER

Date: March 17, 2022

By: 
Michael D. Singer, Esq.

DAVTYAN LAW FIRM, INC.

Date: March 16, 2022

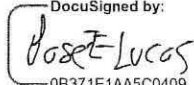
By: Emil Davtyan
Emil Davtyan, Esq.

EXHIBIT A TO "JOINT PROSECUTION AGREEMENT"
Rules of Professional Conduct of the State Bar of California, Rule 1.5.1(a)(2)
Client Consent

I, Jose Ernesto Lucas, state as follows:

1. I have been advised in writing that the attorneys identified above have entered into a proposed "Joint Prosecution Agreement." I understand that the attorneys will divide any attorney's fees awarded by the court as stated above.
2. My attorney has answered any and all questions that I have about the proposed fee division. I understand the proposed fee division fully.
3. I hereby consent to the proposed fee division.

Dated: 3/15/2022

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Signature
Jose Ernesto Lucas

Print Name

EXHIBIT A TO "JOINT PROSECUTION AGREEMENT"
Rules of Professional Conduct of the State Bar of California, Rule 1.5.1(a)(2)
Client Consent

I, Jose Magallan, state as follows:

1. I have been advised in writing that the attorneys identified above have entered into a proposed "Joint Prosecution Agreement." I understand that the attorneys will divide any attorney's fees awarded by the court as stated above.
2. My attorney has answered any and all questions that I have about the proposed fee division. I understand the proposed fee division fully.
3. I hereby consent to the proposed fee division.

Dated: 3/16/2022



Signature

Jose Magallan

Print Name