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Attorneys for Defendants SW Ingredients Holdings, LLC,
and Spice World, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
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)

[Hon. Jonathan Skiles, Dept. 403]

CLASS ACTION

**DECLARATION OF MATTHEW
MCDONALD IN SUPPORT OF CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

DECLARATION OF MATTHEW MCDONALD

I, Matthew McDonald, declare as follows:

1. I am the Vice President Human Resources for Defendant SW Ingredients Holdings, LLC ("Defendant"). I have been actively participating in this action and assisted in gathering records for production to Plaintiffs' in advance of mediation.

1 2. At the time of mediation, there were an estimated 300 class members based on the
2 payroll records for the putative class members as defined by Plaintiffs' in the Consolidated
3 Complaint.. It was, and is, my understanding that the Class Period is from July 20, 2017 through
4 the date the Court preliminarily approves of the Settlement or the on the day on which the number
5 of workweeks reaches 24,461 at Defendants' option. Class members were identified by running a
6 payroll report for all non -exempt employees that worked in California during the proposed class
7 period in advance of mediation and up to July 1, 2022. Because the Class Period may run through
8 the date of the preliminary approval order, the exact number may change slightly. However, from
9 July 20, 2017 through July 1, 2022, 297 non-exempt employees had been employed by Defendant,
10 and these employees worked approximately 21,270 workweeks during this time.

11 3. I provided a copy of the time card detail report for all non-exempt employees in
12 California for the period of 2020 through 2022. I was unable to provide time provide time data for
13 the earlier years in the proposed class period due to a payroll provider change prior to 2020.

14 4. I provided a copy of the payroll data for all non-exempt employees in California for
15 the entire proposed class period.

16 5. Plaintiffs' Consolidated Complaint defines the putative class as all non-exempt
17 employees. Defendant's non-exempt employees are covered under many of the same general
18 policies. Non-exempt employees receive an employee handbook and training at onboarding and at
19 any time that the handbook or policies are revised.

20 6. Many of the allegations raised in Plaintiffs' Consolidated Complaint were addressed
21 by Defendant's policies including those contained in its employee handbook. For example non-
22 exempt employees are covered by Defendant's Non-Exempt employee classification, Paydays,
23 Overtime, Time Records, Meal Periods, Break Periods, Travel Expenses, Cell Phone Use, Final
24 Paycheck. Exhibit A a true and correct copy of excerpts from the employee handbook in effect
25 during Plaintiffs' employment.

26 7. Defendant maintained bulk quantities of supplies of gloves, masks and earplugs,
27 evidence of which was provided to Plaintiffs in advance of mediation. Furthermore, non-exempt
28 employees were covered by Defendant's reimbursement policies, including Defendant's Shoes for

1 Crews for boots, cell phone reimbursement policy, and travel and expense reimbursement policies.
2 Exhibit B is a true and correct copy of excerpts from the employee handbook and onboarding
3 training in effect during Plaintiffs' employment. Exhibit C is a true and correct copy of the cell
4 phone stipend policy executed by Plaintiff Jose Magallan as an exemplar of the policy provided to
5 other non-exempt employees during the proposed class period.

6 8. Non-exempt employees were subject to similar meal period requirements in terms
7 of following the same state mandated timing requirements and being offered the opportunity to
8 execute a Meal Break Waiver form to voluntarily constant to waive their second meal period if
9 they wish to do so with Defendant's consent. Exhibit D are true and correct copies of the Meal
10 Break Waiver executed by Plaintiff Jose Lucas as an exemplar of the form available to other non-
11 exempt employees.

12 9. During the COVID-19 pandemic Defendant implemented a screening protocol as
13 required by California state law. Defendant's screening protocol applied to all non-exempt
14 employees. The screening protocol included a quick temperature check and inquiry into an
15 employee's symptoms. The protocol was implemented July 30, 2020 and ended on or about
16 November 30, 2020 when Cal/OSHA implemented the Emergency Temporary Standard allowing
17 employers to ask employees to evaluate their own symptoms before reporting to work.

18
19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct.

21 Executed this 26th day of September, 2023 at Orlando, Florida.

22
23 

24 Matthew McDonald

Exhibit “A”

Spice World, LLC

Employee Handbook



This handbook is a summary of current policies of Spice World. Nothing in this handbook alters the fact that all employees of the company are employed “at-will”. Neither this handbook nor any of its contents is an employment contract, an offer to enter an employment contract, or provides employees with any contract rights.

individual for reporting discrimination or harassment or participating in an investigation of allegations of such conduct may be subject to the appropriate disciplinary action.

All employees; especially members of management have a duty to report all complaints of harassment and discrimination to Human Resources.

INTRODUCTORY PERIOD

Newly hired employees are “introductory employees” for a period of ninety (90) calendar days. This introductory period allows the employee and the Company to determine if the employee can perform the job and the employment relationship is mutually beneficial to both the employee and the Company. The introductory period may be accompanied by a special performance evaluation. An employee’s introductory period may be extended for up to thirty (30) calendar days. Completion of the introductory period does not entitle you to remain employed by the company for any definite period of time. Both you and the company are free, at any time, with or without notice and with or without cause, to end the employment relationship.

EMPLOYMENT CLASSIFICATIONS

It is the intent of Spice World to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time.

Each employee is designated as either NON-EXEMPT or EXEMPT from federal and state overtime laws. Non-Exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state overtime laws. An employee’s EXEMPT or NON-EXEMPT classification may be changed only upon written notification by the Human Resources.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME: Full-time employees are regularly scheduled to work at least 30 hours per week or more. Full-time employees are eligible for standard company benefits.

REGULAR PART-TIME: Part-time employees are regularly scheduled to work less than 30 hours per week. Part-time employees are not eligible for standard company benefits.

TEMPORARY: Employees hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. They have a predetermined start and end date of employment. Employment beyond any initially stated period does not in any way imply a change in employment status. These employees are not eligible for any benefits set forth herein.

COMPENSATION POLICIES

PAYDAYS

For all employees, the workweek starts at 7:00am on Monday and ends at 11:59pm Sunday. All employees are paid bi-weekly on every other Wednesday. Each paycheck will include the earnings for all work performed through the end of the previous payroll period.

The Company encourages all employees to receive pay through a direct deposit system.

In the event that a regular scheduled payday falls on a day such as a weekend or holiday, employees will receive pay on the last day of work before the regular scheduled payday.

WORK SCHEDULES

Work schedules for employees vary throughout Spice World. Supervisors will advise employees of their individual work schedules.

Staffing needs and operation demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Time off requests are managed by individual supervisors.

OVERTIME

When operating requirements or other needs cannot be met during regular working hours, overtime work assignments may be required. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

As required by law, overtime pay is based on actual hours worked. Paid time off or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

All overtime will be paid regardless of receiving prior supervisor approval in accordance with federal and state laws. However, disciplinary action may be taken against employees who continuously work overtime without prior approval.

TIME RECORDS

Federal and state laws require Spice World to keep an accurate record of time worked in order to calculate the employee's pay and benefits. Time worked refers to all time actually spent performing assigned duties, performing pre or post shift duties that are indispensable to the assigned job duties or travel time in certain circumstances.

Hourly non-exempt employees must accurately record the time they begin and end their work, as well as the beginning and ending time of each meal and break period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

It is the employees' responsibility to verify their time records to certify the accuracy of all time recorded. The supervisor will review and then affirm the time record before submitting it for processing.

All employees must also record their approved exception hours. Eligibility is determined according to policies. Examples of exception hours are: PTO, bereavement leave, or jury duty.

Tampering, altering, or falsifying time records or recording time on yours or another employee's time record will result in disciplinary action up to and including termination.

MEAL PERIODS FOR NON-EXEMPT EMPLOYEES

All Spice World employees shall comply with federal, state, local rules and Spice World's Meal and Break Policy for Regular Employees. Employees who work more than 5 hours in a shift shall be given an unpaid 30-minute meal period, during which time employees are to be relieved of all active responsibilities and restrictions. Meal periods may be scheduled in greater increments to accommodate operating requirements.

BREAK PERIODS FOR NON-EXEMPT EMPLOYEES

Non-exempt employees will receive a 15-minute paid rest period for every 4 hours worked. Employees should take a 30-minute meal after working 5 hours. Employees, who work 4 hours or less in a day, are not required to take a rest or meal break.

Employees may not use meal and rest periods to arrive late or leave early from their work shift, combine or waive meal and rest periods.

TRAVEL AND EXPENSES

Travel expenditures are one of the major expenses of the Company, and Spice World's goal is to effectively manage these expenditures. Accordingly, Employees are expected to manage travel expenditures through actively seeking and utilizing the most cost-effective arrangements. This may mean taking advantage of opportunities to arrange schedules to allow the maximum use of preferred suppliers and discounted rates.

Travel should only be used only when the objectives of a meeting cannot be otherwise accomplished. Audio and videoconferences are the preferred means of conducting business when an on-site visit is not a prerequisite to accomplishing the objective of the meeting.

Travel expenses must be managed by the Employee within Company policies, considering how the objectives can be achieved in the most cost-effective manner. Please refer to the travel and expense policy.

EMPLOYEE BENEFITS

Spice World provides eligible employees with a comprehensive and competitive benefits package. Employees may participate in the 401k, medical, dental, vision insurances on the first of the month following 30 days of employment. For additional information regarding your benefits, please see a member of Human Resources.

PAID TIME OFF (PTO)

All regular full-time employees (30 or more hours per week) are eligible for PTO. Regular part-time or temporary employees do not accrue PTO benefits, except to the extent required by law.

PTO time is to be used for personal appointments, vacations, illnesses, religious observances, and personal days. Subject to family medical leave laws, PTO requests for time off must be scheduled in advance according to your direct supervisor or manager. Supervisors or managers must approve all PTO request and reserve the right to deny requests if they compromise department/operational needs and standards.

PTO accrual rates are based on length of employment and are earned each pay period based on regular hours worked in connection with the accrual schedules below

Eligibility and Accrual

Regular full time Employees are eligible for the Paid Time Off Program in accordance with the table provided. Part time employees who work less than 30 hours are not eligible for PTO.

PTO time is accrued during each pay period. Accrual is based on the length of service as indicated in the chart below. Upon reaching a specified service milestone, Employees will begin to accrue PTO at the new, higher rate of accrual.

PTO does NOT accrue during unpaid periods of absence (examples include Personal Leave of Absence, FMLA, etc.).

Employees must complete a 90-day probationary period prior to using any PTO.

- Bereavement leave in excess of the Company's Bereavement Leave policy
- Leave to care for a parent, child or spouse with a "serious health condition; (as defined by the Family Medical Leave Act).
- Leave for your own serious health condition.
- house fire, natural disaster, etc.

Discretionary Leave is unpaid, except that the employee will be required to concurrently apply, and exhaust all accrued paid time off up to a maximum of the approved leave period prior to utilizing this leave. Employees on Exceptional Leave will not continue to accrue benefits, such as paid time off during such leave unless otherwise required by law. Employees on exceptional leave shall not perform work for pay during leave taken under this policy.

UNIFORMED SERVICES LEAVE

Under USERRA (the Uniformed Services Employment and Reemployment Rights Act), the Company will grant employees a leave of absence for military service, with reinstatement rights. Employees who are in the Reserves or National Guard and are "called" to national active duty will be granted a leave of absence to perform the required military service. The employee should provide management with advance, written, notice of required military leave unless it is unreasonable or impossible to do so. Spice World is dedicated to supporting its military employees and upholding their rights under USERRA.

USE OF PREMISES, BUSINESS EQUIPMENT, AND ELECTRONICS

TELEPHONE USE

To ensure that telephone calls are handled in a professional and business-like manner and to promote employee efficiency, Spice World may monitor employee telephone calls. Therefore, employees should have no anticipation of privacy for either incoming or outgoing calls made on company provided telephone equipment. Additionally, employees are expected to be professional while engaging with stakeholders on calls. Telephone use is primarily intended for business-related calls.

CELL PHONES

Eligible employees may receive a cell phone stipend from Spice World Inc. for business related costs incurred when using their personal cell phones. Except for a limited number of positions, Spice World Inc. will not own cell phones for the use of individual employees. For additional information, please refer to the Cell Phone Policy.

Employees are required to comply with all state and local laws regarding the use of wireless phones while driving. All employees must use a hands-free device while driving. Whenever possible, employees should not make or receive telephone calls while driving. Employees should let incoming calls go to their voicemail and then find a lawfully designated area to park and make

the call. Spice World takes its phone use policy seriously. **Sending text messages while driving is strictly prohibited.**

In addition to telephone service, many cell phones or cellular providers offer a host of additional functions and/or services, including text messaging and digital photography. It is not possible to list all of the services that are now – or may become – available. Whether enumerated or not, employees are strictly prohibited from using any of these services while driving.

COMPUTER, EMAIL, AND INTERNET USE

Spice World systems are provided as a tool to enhance the company's success. Electronic media and services provided by the company are company property and their purpose is to facilitate and support company business.

PERSONAL USE: Electronic media and services are provided by Spice World primarily for employees' business use. Limited, occasional, or incidental non-business use is permitted provided that it does not interfere with business and is consistent with Spice World's values, business ethics and applicable laws. Employees are expected to demonstrate a sense of responsibility and not abuse this privilege. Non-business communication is to be conducted during an employee's scheduled breaks.

EMPLOYEES HAVE NO EXPECTATION OF PRIVACY: All e-mails, phone calls, voicemails, computer history and files on company computers are the property of Spice World. Employees have no expectation of privacy when using company supplied computers or company provided data or phone lines. Spice World reserves the right, at its discretion, to review any employee's use of its property, including, without limit, electronic files and messages to the extent necessary to ensure electronic media and services are being used in compliance with the law, this policy, and other company policies.

Employees may be physically monitored in the workplaces that are monitored by security cameras.

Accordingly, if employees have sensitive information to transmit, other means should be used.

COMPANY VEHICLES

Spice World currently has a fleet of vehicles used for crop procurement employees. All employees who utilize these vehicles must maintain a current appropriate-level driver's license and a safe driving record. CONFIDENTIAL Motor Vehicle Reports (MVRs) may be obtained to ensure compliance. Spice World does NOT offer car allowances to employees.

Scope

Anyone who drives, or needs to drive as an essential function of their job will be considered part of this program:

months due to employment termination or reduction of hours of work. Certain circumstances may permit a beneficiary to receive a maximum of 36 months of coverage.

FINAL PAYCHECK

A departing employee's final paycheck will be issued in a timely fashion in accordance with applicable state and local laws. The final paycheck will include all earned but unpaid wages less applicable deductions. Samples of deductions from a final paycheck may include:

- Voluntary life and medical insurance deductions for the number of days in the termination month.
- Unreturned company property
- Negative PTO balances
- Garnishments (court-ordered withholding)

SAFETY

COMMITMENT TO SAFETY

Establishing and maintaining a safe work environment is the shared responsibility of all Spice World employees at all levels of the company. Spice World cares about your safety and has developed safety manuals and guidelines to help you ensure that your work environment is safe.

It is critical that you familiarize yourself with the content of your policies and guidelines. Employees are expected to obey safety rules and to exercise caution in all their work activities. You should report any unsafe conditions or situations to your supervisor. All employees at every level of the company are expected to report or correct unsafe conditions as soon as possible. Reports and concerns about workplace safety issues may be made anonymously if the Employee wishes. All reports can be made without fear of reprisal. Concerns can be directed to your supervisor or Human Resources

Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report injuries, accidents, incidents, or fail to complete required reports and take photographs as outlined in the safety policy, or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination.

Employee Safety Participation and Responsibility: It is your duty to know and follow all Spice World's safety rules and procedures. Each Employee has specific responsibilities to ensure safety on the job. These include:

- Knowing your job responsibilities and always following job-site safety rules and safe work practices.

Exhibit “B”

Spice World, LLC

Employee Handbook



This handbook is a summary of current policies of Spice World. Nothing in this handbook alters the fact that all employees of the company are employed “at-will”. Neither this handbook nor any of its contents is an employment contract, an offer to enter an employment contract, or provides employees with any contract rights.

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Employees must complete a 90-day probationary period prior to using any PTO.

- Bereavement leave in excess of the Company's Bereavement Leave policy
- Leave to care for a parent, child or spouse with a "serious health condition; (as defined by the Family Medical Leave Act).
- Leave for your own serious health condition.
- house fire, natural disaster, etc.

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UNIFORMED SERVICES LEAVE

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the call. Spice World takes its phone use policy seriously. **Sending text messages while driving is strictly prohibited.**

In addition to telephone service, many cell phones or cellular providers offer a host of additional functions and/or services, including text messaging and digital photography. It is not possible to list all of the services that are now – or may become – available. Whether enumerated or not, employees are strictly prohibited from using any of these services while driving.

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PERSONAL USE: Electronic media and services are provided by Spice World primarily for employees' business use. Limited, occasional, or incidental non-business use is permitted provided that it does not interfere with business and is consistent with Spice World's values, business ethics and applicable laws. Employees are expected to demonstrate a sense of responsibility and not abuse this privilege. Non-business communication is to be conducted during an employee's scheduled breaks.

EMPLOYEES HAVE NO EXPECTATION OF PRIVACY: All e-mails, phone calls, voicemails, computer history and files on company computers are the property of Spice World. Employees have no expectation of privacy when using company supplied computers or company provided data or phone lines. Spice World reserves the right, at its discretion, to review any employee's use of its property, including, without limit, electronic files and messages to the extent necessary to ensure electronic media and services are being used in compliance with the law, this policy, and other company policies.

Employees may be physically monitored in the workplaces that are monitored by security cameras.

Accordingly, if employees have sensitive information to transmit, other means should be used.

COMPANY VEHICLES

Spice World currently has a fleet of vehicles used for crop procurement employees. All employees who utilize these vehicles must maintain a current appropriate-level driver's license and a safe driving record. CONFIDENTIAL Motor Vehicle Reports (MVRs) may be obtained to ensure compliance. Spice World does NOT offer car allowances to employees.

Scope

Anyone who drives, or needs to drive as an essential function of their job will be considered part of this program:



NEW HIRE ORIENTATION



SHOES FOR CREWS

\$50.00 production

\$75.00 maintenance

**SPICE
WORLD**
FLAVOR WITHOUT BOUNDARIES

Quick Start Guide

Welcome to Shoes For Crews!
Simply follow the steps below to get started.

STEP 1 LOG IN

- Access your Shoes For Crews portal at SHOESFORCREWS.COM/SPICEWORLD.
- Enter your Last name and Employee ID. Click **LOGIN**.
- You are now on the Spice World homepage.

**SCAN TO
LOGIN
NOW** 

STEP 2 ORDER PRODUCTS

- Select the preferred slip-resistant style, size & width.
- Any available subsidy will appear on the product detail page. Click **ADD TO CART**.
- Review your Shopping Cart. Click **CHECKOUT**.

STEP 3 CHECK OUT

- Provide your email for shipping confirmation. Enter your shipping information.
- Subsidy covers many styles. Pay any remaining balance with a credit card.
- Review and confirm your order. Click **COMPLETE ORDER**.

- If you are not 100% satisfied, return or exchange your shoes within 60 days of the original purchase.
- All footwear carries a 6 month workmanship warranty. If you experience any product defects after six months, please inform your manager.


FREE P.V.E.

LEADING SLIP RESISTANT FOOTWEAR SINCE 1998

For order inquiries & tracking information, dial 800.523.4448 and follow the prompts.



SW000163

Exhibit “C”



8101 Presidents Drive • Orlando, FL 32809

Eligible employees (below) may receive a cell phone stipend from Spice World Inc. for business related costs incurred when using their personal cell phones. Except for a limited number of positions, Spice World Inc. will not own cell phones for the use of individual employees after [Date to be determined].

1. ELIGIBILITY

- 1.1. An employee may be eligible for the stipend if at least one of the following criteria is met, as determined by the employee's Supervisor:
 - 1.1.1. The job function of the employee requires considerable time outside of his/her assigned office, work area, or at irregular hours and the employee must be accessible during those times;
 - 1.1.2. The job function of the employee requires him/her to have wireless data and Internet access while off site; and/or

2. STIPEND PLAN:

- 2.1. Eligible employees may receive a stipend of \$25 per bi-weekly pay period or \$12.50 per weekly pay period upon the approval of the employee's Supervisor.
- 2.2. Once approved, the employee will be eligible to receive a stipend of \$250 to offset the cost of purchasing a cell phone. This stipend will recur on the biennial anniversary of the start date for the employee's cell phone stipend.
- 2.3. Text message confirmations may be sent the employee's cell phone. The employee will be required to respond to the text within 24 hours in order to remain eligible for the stipend.
- 2.4. Employees must ensure that their cell phone has the following capabilities to remain eligible for the stipend:
 - 2.4.1. Ability to take photos/videos as needed for business communications.
 - 2.4.2. Ability to send and receive data, including accessing the Internet.
 - 2.4.3. Ability to configure an email client to send/receive business email.
 - 2.4.4. Ability to receive phone calls and text messages in their primary work areas.



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3. OVERSIGHT, APPROVAL & FUNDING

- 3.1. Supervisors are responsible for identifying eligible employees. Each department is strongly encouraged to review whether a cellular device is necessary, and to select alternative means of communication where appropriate.
- 3.2. Each Supervisor is responsible for determining employee cell phone needs and assessing each employee's continued eligibility for a cell phone stipend. This includes an annual review to determine continued eligibility of their employees.

4. EMPLOYEES RIGHTS & RESPONSIBILITIES

- 4.1. The eligible employee is responsible for purchasing a cell phone and establishing and maintaining service with the cell phone service provider of his/her choice. The cell phone contract is in the name of the eligible employee, who is solely responsible for all payments to the service provider.
- 4.2. To the extent allowed by law, the stipend provided is not considered taxable income.
- 4.3. The eligible employee can use the phone for both business and personal purposes, as needed.
- 4.4. If the employee terminates their cell phone service plan at any point, s/he must notify his/her supervisor within 5 business days to terminate the stipend.
- 4.5. Spice World LLC. does not accept any liability for claims, charges or disputes between the cell phone service provider and the eligible employee.

5. CANCELLATION OR REDUCTION

- 5.1. Any stipend will immediately cease or be reduced if:
 - 5.1.1. An employee's employment with Spice World LLC. terminates; or
 - 5.1.2. An employee's Supervisor determines he/she is no longer eligible for the stipend; or
 - 5.1.3. The eligible employee no longer has a cell phone or cell phone service plan; or
 - 5.1.4. Spice World LLC. decides to eliminate or reduce the stipend.
 - 5.1.5. The eligible employee uses the cell phone in any manner contrary to local, state, or federal laws or Spice World Inc. policy.



8101 Presidents Drive • Orlando, FL 32809

6. TRANSITION

6.1. Employees that currently have a Spice World LLC. owned cell phone or utilize a cell phone service in the name of Spice World LLC., will transition to comply with this Policy as soon as possible, but no later than [Date to be determined]. Spice World LLC. will pay all costs related to cancelling such a service or transferring it to an eligible employee's name.

6.1.1. Those already receiving a cell phone stipend from Spice World Inc. will be normalized to \$25 per pay period.

6.2. Those receiving total payment of their cell phone bills from Spice World LLC.:

6.2.1.1. If the account is in Spice World LLC.'s name, it will be transferred to the individual in possession of the phone by [Date to be determined]. Those individuals will then be added to the \$25 per pay period stipend plan, at the time the account is transferred.

6.2.1.2. During the transition, individuals will have the option to keep their current telephone numbers and/or change carriers.

I understand the contents of this cell phone stipend policy and will abide by all provisions and policies set forth by Spice World LLC. Further, I understand that if any provisions are unclear to me, it is my responsibility to approach management and resolve the question or questions I might have.

Executed this October day of 03, 20 20

Employee Name: Jose Magallon

Employee Signature: 

Exhibit “D”



500 Enterprise Parkway
Coalinga, CA 93210

Meal Break Waiver
(California only)

General Requirements: An employee who works more than five (5) hours in a day must take an unpaid, off duty meal break of not less than 30 minutes no later than the end of the fifth (5th) hour of work. Additionally, an employee who works more than 10 hours in a day must take a second unpaid, off duty meal break of not less than 30 minutes no later than the end of the tenth (10th) hour of work. Exceptions: When an employee will work more than 10 hours but less than 12 hours for the day, the employee may waive his/her second meal break provided he/she took his/her first off duty meal break.

Employee Consent to Waiver:

By signing below, I, Jose E. Lucas, Voluntary consent to waive my meal break when I work more than ten (10) hours, but not more than twelve (12) hours in a day, if I took my first off duty meal break.

I understand that I can revoke this consent at any time by notifying my supervisor/manager in writing.

Employee Name (print): Jose E. Lucas

Employee Signature: Jose E. Lucas

Date: 7/16/20

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