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SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO
BY _____ DEPUTY

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FRESNO COUNTY SUPERIOR COURT

By: Kenia Clemente, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

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

Plaintiff,

vs.

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

Defendants

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

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

**CONSOLIDATED CLASS AND
REPRESENTATIVE ACTION**

PROPOSED

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

Date: July 11, 2024

Time: 3:30 p.m.

Dept.: 403

Judge: Hon. Jonathan Skiles

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

3 Plaintiff,

4 vs.

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

9 Defendants.

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28 Attorneys for Plaintiff Jose Magallan

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

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

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

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

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

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

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

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

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

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

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

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

8 10. The Court finds and determines the Class Representative Service Payments of
9 \$5,000.00 each to Plaintiffs Jose Ernesto Lucas and Jose Magallan are fair and reasonable. The
10 Court hereby orders the Administrator to make these payments to the Plaintiffs Jose Ernesto
11 Lucas and Jose Magallan, in accordance with the terms of the Settlement Agreement.

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

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

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

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

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

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

15 16. Pursuant to Labor Code section 2699(1)(3), Plaintiffs shall submit a copy of this
16 Order to the California Labor and Workforce Development Agency within 10 days after entry
17 of the Judgment.

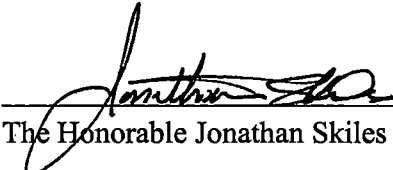
18 17. Nothing in this Order shall preclude any action to enforce the Parties' obligations
19 under the Settlement Agreement or under this Order, including the requirement that Defendants
20 make payments to the Participating Class Members in accordance with the Settlement.

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

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

25 IT IS SO ORDERED.

26
27 Date: 8-6-2024


The Honorable Jonathan Skiles

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., Suite 3100, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

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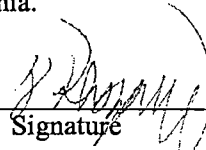
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[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within a reasonable time after the transmission, any electronic Message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **August 2, 2024** at Los Angeles, California.

Jason Khozam
Type or Print Name


Signature