E-Served: Nov 5 2026 2:47PM PST Via Case Anywhere

Electronically Received 10/21/2026 05:34 PM

WILSHIRE LAW FIRM, PLC
Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com
Giancarlo Recinos (SBN 282836)
giancarlo.recinos@wilshirelawfirm.com
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs
Jennifer Itxel Navarro-Gutierrez and Brenda Crystobal

[Additional counsel on following page]

FILED
Superior Court of California
County of Los Angeles
11/04/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Martinez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JENNIFER ITXEL NAVARRO-GUTIERREZ, BRENDA CRYSTOBAL, RICARDO ESCAJEDA, NATHALY LOPEZ, AND MARIA RIVERA, individually, on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

Plaintiffs,

vs.

MOVITA JUICE BARS, LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV20453

Assigned for all purposes to:
Hon. Timothy Patrick Dillon
Dept. 15

~~[PROPOSED]~~ AMENDED JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

FINAL APPROVAL HEARING
Date: August 6, 2026
Time: 10:00 a.m.
Dept: 15

James R. Hawkins (SBN 192925)
james@jameshawkinsaplc.com
Gregory Mauro (SBN 222239)
greg@jameshawkinsaplc.com
Michael Calvo (SBN 314986)
michael@jameshawkinsaplc.com
Lauren Falk (SBN 316893)
lauren@jameshawkinsaplc.com
Ava Issary (SBN 342252)
ava@jameshawkinsaplc.com
JAMES HAWKINS, APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

Attorneys for Plaintiff
Ricardo Escajeda

Christopher J. Hamner (SBN 197117)
chamner@hamnerlaw.com
HAMNER LAW OFFICES, APLC
26565 West Agoura Road, Suite 200
Calabasas, California 91302
Telephone: (888) 416-6654

Attorneys for Plaintiff
Nathaly Lopez and Maria Rivera

On or around March 4, 2026, this Court issued an Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Plaintiffs Jennifer Itxel Navarro-Gutierrez, Brenda Crystobal, Ricardo Escajeda, Nathaly Lopez and Maria Rivera (collectively the "Plaintiffs" or "Class Representatives") now seek an order granting final approval of the Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement") for the amount of $850,000.00 (the "Gross Settlement Amount") between Plaintiffs and Defendant Movita Juice Bars, LLC ("Defendant" or "Movita," and together with Plaintiffs, the "Parties"). A true and correct copy of the Settlement is attached to the Declaration of Arrash T. Fattahi in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and Labor Code Private Attorneys General Act of 2004 ("PAGA") Settlement (the "Class Counsel Declaration") as **Exhibit 1**.

On August 6, 2026, the Court entered its Judgment and Order Granting Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement (the "Original Judgment"). Paragraph 22 of the Original Judgment awarded Class Counsel litigation costs of $27,303.63, consisting of the costs incurred by Wilshire Law Firm, PLC ($22,650.52) and James Hawkins, APLC ($4,653.11). That amount did not include the $3,125.05 in litigation costs incurred by Class Counsel Hamner Law Offices, APLC, as set forth in Paragraph 15 of the Declaration of Christopher J. Hamner in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, filed with the Court on July 17, 2026. Class Counsel's total litigation costs of $30,428.68 do not exceed the $40,000.00 maximum allocated for litigation costs under the Settlement. Accordingly, the Court amends Paragraph 22 of the Original Judgment as set forth below. Except as expressly amended herein, the Original Judgment remains in full force and effect, and this Amended Judgment does not alter the Effective Date or any other date or deadline under the Settlement.

Due and adequate notice having been given to the Class (as defined below), and the Court having reviewed and considered the Settlement, the Motion, the supporting declarations and exhibits thereto, all papers filed and proceedings had herein, and the absence of any written objections received regarding the Settlement, and having reviewed the record in this action, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement filed in this case (hereinafter referred to as the "Action" or "Operative Complaint").

2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the Class Members, Defendant, and ILYM Group, Inc. (the "Administrator").

3. The term "Class Period" means the period from February 28, 2019, to March 17, 2025.

4. The term "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. For avoidance of doubt, the Judgment is final on the later of: (a) the 61st day (unless the last such date is a weekend or holiday, in which case the next business day shall be used) after the Court enters an order granting approval of the Settlement, as long as no timely appeal is taken of the order of approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution and entry of remittitur (or withdrawal) of any such appeal in a way that does not alter the material terms of the Settlement.

5. The term "PAGA Period" means the period from October 30, 2022, to March 17, 2025.

6. Solely for purposes of effectuating the Settlement, the Court certifies the following Class: all non-exempt employees who worked for Movita in California at any time between February 28, 2019, until March 17, 2025 (each "Class Member" or "Settlement Class Member" and collectively the "Class"), with each such person who does not timely and validly exclude themselves from the Class in compliance with the exclusion procedures set forth in this Settlement to be deemed a "Participating Class Member."

7. The term "Released Parties" means Movita and all of its respective present and former parent companies, subsidiaries, divisions, related or affiliated companies, franchisees, and each of their former and present directors, principals, officers, shareholders, employees, owners, members, attorneys, insurers, representatives, and agents during the Class Period and their

respective predecessors and successors in interest, assigns, parents, subsidiaries, and affiliates.

8. The Court hereby approves Arrash T. Fattahi, Alan Wilcox, and Arman A. Salehi of Wilshire Law Firm, PLC; Christopher J. Hamner of Hamner Law Offices, APLC; and James R. Hawkins, Gregory Mauro, Michael Calvo, Lauren Falk, and Ava Issary of James Hawkins APLC as "Class Counsel."

9. The Court finds that the Settlement appears to be fair, just, adequate, and reasonable and therefore meets the requirements for final approval. The Court grants final approval of the Settlement and the Class based upon the terms set forth in the Settlement.

10. The Court finds that the Settlement appears to have been made and entered into in good faith and hereby approves the Settlement payments as set forth below.

11. Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from liability for all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint or causes of action which were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action and Plaintiffs' September 22, 2023, October 13, 2023, October 30, 2023, and April 17, 2024 notice letters to the LWDA, including but not limited to: (a) the failure to pay minimum and straight time wages, (b) failure to pay overtime wages, (c) failure to provide meal periods, (d) failure to authorize and permit rest periods, (e) failure to timely pay final wages at termination, (f) failure to provide accurate itemized wage statements, (g) failure to indemnify employees for expenditures, and (h) unfair business practices in violation of California Labor Code Sections 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1198, 2802, and all claims for attorneys' fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq*., and any other claims, including claims for statutory penalties, pertaining to the Class Members. Except for Plaintiffs' Release in Section 5.1 of [the Settlement] and as set forth in Section 5.3 of [the

Settlement], 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.

12. Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from liability for any and all claims arising from any of the factual allegations 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 PAGA Notice, and ascertained in the course of the Action. The Aggrieved Employees' Released PAGA Claims include, but are not limited to, all claims for attorneys' fees and costs related thereto, for Defendant's alleged (a) failure to pay for all minimum wages and overtime wages due; (b) failure to provide accurate itemized wage statements; (c) waiting time penalties; (d) failure to permit rest breaks; (e) failure to reimburse necessary business related costs in violation of California Labor Code Sections 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1198, 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Order 4-2001.

13. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

14. No Class Member has objected to the terms of the Settlement.

15. No Class Member has requested exclusion from the Settlement.

16. The notice that the Administrator provided to the Class (the "Class Notice") conformed with the requirements of California Rules of Court, Rules 3.766 and 3.769, and constituted the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Class Notice provided to the Class fully satisfied the requirements of due process.

17. The Court finds the Gross Settlement Amount, the Net Settlement Amount (as defined in the Settlement), and the methodology used to calculate and pay each Participating Class Member's Individual Class Payment (as defined in the Settlement) are fair, just, reasonable and adequate. The Court authorizes the Administrator to pay the Net Settlement Payments to the Participating Class Members in accordance with the terms of the Settlement.

18. Defendant shall pay the Gross Settlement Amount to resolve this Action and to separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class Payments. Pursuant to the Settlement, Movita will fund the Gross Settlement Amount in two installments as follows: 1) the first Settlement payment of $425,000.00 has already been paid by Defendant to the Administrator, 2) the second Settlement payment of $425,000.00 will be issued by Defendant to the Administrator by November 1, 2026, and 3) Defendant's share of payroll taxes on the wages portion of the Individual Class Payments shall be paid by Defendant to the Administrator no later than 14 business days after the Effective Date. In the event the Effective Date is not triggered, the Gross Settlement Amount (or any portions thereof), shall be returned/refunded to Defendant.

19. From the Gross Settlement Amount, Plaintiffs 1) Jennifer Itxel Navarro-Gutierrez, 2) Brenda Crystobal, 3) Ricardo Escajeda, 4) Nathaly Lopez, and 5) Maria Rivera shall each be paid $7,500.00 ($37,500.00 total) for their service as representatives for the Class and the releases provided.

20. From the Gross Settlement Amount, $12,950.00 shall be paid to the Administrator.

21. From the Gross Settlement Amount, PAGA Penalties in the amount of $10,000.00 (the "PAGA Penalties") with 75% ($7,500.00) allocated to the LWDA (the "LWDA PAGA Payment") and 25% ($2,500.00) allocated to the Aggrieved Employees (as defined in the Settlement) (the "Individual PAGA Payments").

22. From the Gross Settlement Amount, Class Counsel is awarded the requested reasonable attorneys' fees of $283,333.33 and costs of $30,428.68 incurred in the Action, consisting of $22,650.52 incurred by Wilshire Law Firm, PLC; $4,653.11 incurred by James Hawkins, APLC; and $3,125.05 incurred by Hamner Law Offices, APLC. These payments shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees and costs are reasonable in light

of the benefit provided to the Class. The remaining $9,571.32 of the $40,000.00 allocated for litigation costs under the Settlement shall become part of the Net Settlement Amount and be distributed to Participating Class Members in accordance with the Settlement.

23. Without affecting the finality of this Order in any way, and in accordance with Code of Civil Procedure section 664.6, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties, Class Counsel, Defendant's counsel, and the Administrator.

24. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby **GRANTED,** and the Court hereby enters judgment in accordance with the terms of this Order.

25. The Non-Appearance Case Review Re: Distribution Report set by the Court in the Original Judgment remains on calendar for August 6, 2027, at 4:00 p.m. The distribution report shall be filed by August 4, 2027.

26. _____

_____

_____.

IT IS SO ORDERED.

DATE: 11/04/2026

Hon. Timothy Patrick Dillon
Los Angeles County Superior Court
Timothy Patrick Dillon / Judge