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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~~ 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

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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**.

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

1 timely appeal is taken of the order of approval; (b) if an objection is filed and not withdrawn, the
2 date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the
3 date of the resolution and entry of remittitur (or withdrawal) of any such appeal in a way that does
4 not alter the material terms of the Settlement.

5 5. The term “PAGA Period” means the period from October 30, 2022, to March 17,
6 2025.

7 6. Solely for purposes of effectuating the Settlement, the Court certifies the following
8 Class: all non-exempt employees who worked for Movita in California at any time between February
9 28, 2019, until March 17, 2025 (each “Class Member” or “Settlement Class Member” and
10 collectively the “Class”), with each such person who does not timely and validly exclude
11 themselves from the Class in compliance with the exclusion procedures set forth in this Settlement
12 to be deemed a “Participating Class Member.”

13 7. The term “Released Parties” means Movita and all of its respective present and
14 former parent companies, subsidiaries, divisions, related or affiliated companies, franchisees, and
15 each of their former and present directors, principals, officers, shareholders, employees, owners,
16 members, attorneys, insurers, representatives, and agents during the Class Period and their
17 respective predecessors and successors in interest, assigns, parents, subsidiaries, and affiliates.

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

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

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

27 11. Release by Participating Class Members Who Are Not Aggrieved Employees: All
28 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

1 related thereto, for Defendant's alleged (a) failure to pay for all minimum wages and overtime
2 wages due; (b) failure to provide accurate itemized wage statements; (c) waiting time penalties;
3 (d) failure to permit rest breaks; (e) failure to reimburse necessary business related costs in
4 violation of California Labor Code Sections 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197,
5 1198, 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Order 4-
6 2001.

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

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

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

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

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

22 18. Defendant shall pay the Gross Settlement Amount to resolve this Action and to
23 separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class
24 Payments. Pursuant to the Settlement, Movita will fund the Gross Settlement Amount in two
25 installments as follows: 1) the first Settlement payment of \$425,000.00 has already been paid by
26 Defendant to the Administrator, 2) the second Settlement payment of \$425,000.00 will be issued by
27 Defendant to the Administrator by November 1, 2026, and 3) Defendant's share of payroll taxes on
28 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 \$27,303.63 incurred in the Action. 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.

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. A Non-Appearance Case Review Re: Distribution Report is set for 08/06/2027 at 4 PM. The distribution report shall be filed by 8/04/2027.

IT IS SO ORDERED.

DATE: 08/06/2026



A handwritten signature in black ink, appearing to read "Timothy Patrick Dillon".

Don Timothy Patrick Dillon
Los Angeles County Superior Court
Timothy Patrick Dillon/Judge