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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

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

17 *Plaintiffs,*

18 vs.

19 MOVITA JUICE BARS, LLC, a California
20 limited liability company; and DOES 1 through
21 10, inclusive,

22 *Defendants.*

Case No. 23STCV20453

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

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: January 27, 2026

Time: 10:00 a.m.

Dept: 15

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1 The Court has before it Plaintiffs Jennifer Itxel Navarro-Gutierrez, Brenda Crystobal, Ricardo
2 Escajeda, Nathaly Lopez, and Maria Rivera's ("Plaintiffs") unopposed Motion for Preliminary
3 Approval of Class Action and PAGA Settlement (the "Motion"). Having reviewed the Motion, the
4 Declaration of Arrash T. Fattahi in Support of Plaintiffs' Motion for Preliminary Approval of Class
5 Action and PAGA Settlement, the Class Action and PAGA Settlement Agreement (which is referred
6 to here as the "Settlement" or "Settlement Agreement"), and good cause appearing, the Court hereby
7 finds and orders as follows:

8 1. The Court finds on a preliminary basis, that the Settlement that the Settlement
9 Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements
10 for preliminary approval. The Court grants preliminary approval of the Settlement and the
11 Settlement Class based upon the terms set forth in the Settlement Agreement between Plaintiffs
12 and Defendant Movita Juice Bars, LLC ("Defendant" or "Movita," and together with Plaintiffs,
13 the "Parties"), attached to the Declaration of Arrash T. Fattahi in Support of Plaintiffs' Motion
14 for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**.

15 2. The Settlement falls within the range of reasonableness of a settlement which
16 could ultimately be given final approval by this Court, and appears to be presumptively valid,
17 subject only to any objections that may be raised at the Final Approval Hearing and final
18 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
19 **\$850,000.00** to cover (a) settlement payments to class members who do not validly opt out; (b)
20 a **\$10,000.00** allocation toward claims for civil penalties under the Private Attorneys General
21 Act ("PAGA"), with 75% of which (\$7,500.00) being paid to the State of California, Labor &
22 Workforce Development Agency ("LWDA") and 25% (\$2,500.00) being paid to eligible
23 Aggrieved Employees; (c) Service Payments of up to **\$7,500.00** per named Plaintiff; (d) Class
24 Counsels' Fees, not to exceed one-third (1/3) of the Gross Settlement Amount (currently
25 estimated at **\$283,333.33**), and up to **\$40,000.00** for reimbursement of reasonable out-of-pocket
26 litigation costs and actual litigation expenses incurred by Class Counsel; and (e) Settlement
27 Administration Costs of up to **\$12,950.00**.

28 3. The Court preliminarily finds that the terms of the Settlement appear to be within

1 the range of possible approval, pursuant to California Code of Civil Procedure §§ 382, 384, *et*
2 *seq.*, and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount
3 is fair and reasonable to the class members when balanced against the probable outcome of
4 further litigation relating to class certification, liability and damages issues, and potential
5 appeals; (2) significant informal discovery, investigation, research, and litigation have been
6 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
7 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that
8 would be presented by the further prosecution of the litigation; and (4) the proposed Settlement
9 has been reached as the result of intensive, serious, and non-collusive negotiations between the
10 Parties with the assistance of a well-respected class action mediator. Accordingly, the Court
11 preliminarily finds that the Settlement Agreement was entered into in good faith.

12 4. A final fairness hearing on the question of whether the proposed Settlement,
13 attorneys' fees, and costs to Class Counsel, payment to the LWDA for its share of the settlement
14 of claims for penalties under the PAGA, and the Service Payments should be finally approved
15 as fair, reasonable and adequate as to the members of the Class is hereby set in accordance with
16 the Implementation Schedule set forth below.

17 5. The Court provisionally certifies for settlement purposes only the following class
18 (the "Settlement Class"): "all non-exempt employees who worked for Movita in California at
19 any time between February 28, 2019 until March 17, 2025."

20 6. "Class Period" means the period from February 28, 2019 to March 17, 2025.

21 7. With respect to the Class and for purposes of proceeding pursuant to California Code
22 of Civil Procedure § 382 for approval of the settlement only, the Court finds on a preliminary
23 basis that (a) Class Members are ascertainable and so numerous that joinder of all Class
24 Members is impracticable; (b) there are questions of law and fact common, or of general
25 interest, to the Class that predominate over any questions affecting only individual Class
26 Members; (c) Plaintiffs' claims are typical of the Class's claims; (d) class certification is a
27 superior method for implementing the Settlement and adjudicating this Action in a fair and
28 efficient manner; (e) the Class Representatives can fairly and adequately protect the Class's

interests; (f) Class Counsel are qualified to serve as counsel for the Class; and (g) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representatives, for settlement purposes only, Plaintiffs Jennifer Itxel Navarro-Gutierrez, Brenda Crystobal, Ricardo Escajeda, Nathaly Lopez, and Maria Rivera. The Court further preliminarily approves Plaintiffs' ability to request Service Payments of up to \$7,500.00 each.

9. The Court appoints, for settlement purposes only, Arrash T. Fattahi, Lisa B. Iturriaga, and Arman A. Salehi of Wilshire Law Firm, PLC; James R. Hawkins, Gregory Mauro, Michael Calvo, Lauren Falk, and Ava Issary of James Hawkins, APLC; and Christopher Hamner of Hamner Law Offices, APLC as Class Counsel. The Court further preliminarily approves Class Counsels' ability to request attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (currently estimated at \$283,333.33), and costs not to exceed \$40,000.00.

10. The Court appoints ILYM Group, Inc., as the Settlement Administrator with reasonable administration costs estimated not to exceed \$12,950.00.

11. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement as **Exhibit A**. The Court finds on a preliminary basis that plan for distribution of the Class Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

13. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

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