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[Additional counsel on following page]

**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*

**DECLARATION OF ARRASH T. FATTAHI
IN SUPPORT OF 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. I am admitted, in good standing, to practice as an attorney in the State of California, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Junior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiffs Jennifer Itxel Navarro-Gutierrez (“Plaintiff Navarro-Gutierrez”) and Brenda Crystobal (“Plaintiff Crystobal”). Additionally, James Hawkins, APLC, is counsel of record for Plaintiff Ricardo Escajeda (“Plaintiff Escajeda”), and Hamner Law Offices, APLC, is counsel of record for Plaintiffs Nathaly Lopez (“Plaintiff Lopez”) and Maria Rivera (“Plaintiff Rivera”) (collectively, with Plaintiff Navarro-Gutierrez and Plaintiff Crystobal, “Plaintiffs”). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement.

2. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Cal. Lab. Code § 2699, *et seq.*) representative action. Plaintiffs and putative class members worked as non-exempt, hourly-paid employees for Defendant Movita Juice Bars, LLC (“Defendant,” and together with Plaintiffs, the “Parties”) in the state of California during the class period.

4. On August 25, 2023, Plaintiff Navarro-Gutierrez filed the instant putative wage and hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure

1 to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures;
2 and (8) violation of Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) (Case
3 No. 23STCV20453) (“Navarro-Gutierrez Class Action”). On September 22, 2023, Plaintiff
4 Navarro-Gutierrez sent a notice to Defendant and the California Labor & Workforce Development
5 Agency (“LWDA”) alleging similar wage and hour violations pursuant to the PAGA. Attached as
6 **Exhibit 1** is a true and correct copy of the initial PAGA letter sent to the LWDA.

7 5. On April 2, 2024, Plaintiffs Lopez and Rivera filed their class action and
8 representative PAGA action complaint (Case No. 24STCV08372) alleging causes of action against
9 Defendant for (1) failure to pay wages; (2) failure to provide rest breaks; (3) failure to provide
10 meal periods; (4) failure to pay overtime; (5) wage statement violations; (6) unfair business
11 practices; (7) failure to reimburse business expenses; (8) failure to pay final wages; (9) failure to
12 pay bonuses; and (10) violations of the Private Attorney General Act (“Lopez and Rivera Action”).

13 6. On April 17, 2024, Plaintiff Escajeda filed a complaint (Case No. 24STCV09684)
14 alleging causes of action against Defendant for (1) failure to pay wages including overtime; (2)
15 failure to provide meal periods; (3) failure to provide rest periods; (4) failure to pay timely wages;
16 (5) failure to provide accurate itemized wage statements; (6) failure to indemnify necessary
17 business expenses; and (7) violation of Business & Professions Code § 17200, *et seq.* (“Escajeda
18 Class Action”). On June 24, 2024, Plaintiff Escajeda separately filed a representative action
19 complaint (Case No. 24STCV15702) for civil penalties pursuant to PAGA (Escajeda PAGA
20 Action”).

21 7. On October 28, 2025, Plaintiffs filed the First Amended Class & Representative
22 Action Complaint (“FAC” or “Operative Complaint”) consolidating the Navarro-Gutierrez Class
23 Action, Lopez and Rivera Action, Escajeda Class Action, and Escajeda PAGA Actions against
24 Defendant under the lead case, Case No. 23STCV20453.

25 DISCOVERY AND INVESTIGATION

26 8. Following the filing of the Plaintiffs’ complaints, but prior to the December 17,
27 2024 mediation, the Parties exchanged documents and information. Defendant produced a
28 sampling of timekeeping and payroll records for the class members. Defendant also provided a

significant number of documents of its wage and hour policies and practices during the class and PAGA periods, exemplar wage statements, Plaintiffs' personnel files, information regarding the total number of current and former employees, and total number of workweeks and pay periods during the relevant period, and other requested information in its informal discovery responses.

9. After reviewing documents regarding Defendant's wage and hour policies and practices and analyzing Defendant's timekeeping and payroll records, Class Counsel was able to evaluate the probability of class certification and success on the merits and assess Defendant's maximum monetary exposure for all claims. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Class Counsel reviewed these records and utilized an expert to prepare a damages analysis prior to mediation.

SETTLEMENT NEGOTIATIONS

10. On December 17, 2024, the Parties participated in a private mediation with experienced class action mediator, Kelly Knight, Esq. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached.

11. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendant's defenses, the Parties were able to reach a resolution, the material terms of which are encompassed within the Settlement Agreement. Attached as **Exhibit 2** is a true and correct copy of the Class Action and PAGA Settlement Agreement ("Settlement Agreement"). The Parties spent the next several months negotiating the terms of the Settlement, which was finalized in October of 2025. The negotiations were adversarial, conducted at arm's length and tempered by the efforts of both sides to serve the interests of their clients.

12. Class Counsel submitted the proposed Settlement to the LWDA before filing the Motion for Preliminary Approval. Attached as **Exhibit 3** is a true and correct copy of the confirmation of submission to the LWDA.

13. For settlement administration, the Parties accepted the bid of ILYM Group, Inc.

1 (“ILYM”). ILYM has multiple years of experience in the field of Class Action Administration,
2 particularly in the wage and hour arena. In its bid, ILYM agreed to cap its costs at \$12,950.00 if
3 there are 1,000 class members.

4 14. No one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone
5 employed at the law firm) has any interest, financial or otherwise, in the proposed third-party
6 administrator, ILYM. No one at Wilshire Law Firm, PLC has any actual or potential conflict of
7 interest with any class member.

8 15. Wilshire Law Firm, PLC has a fee-splitting agreement with Hamner Law Offices,
9 APLC and James Hawkins, APLC in this case. The fee-splitting agreement apportions 65% to
10 Wilshire Law Firm, PLC, 25% to Hamner Law Offices, APLC and 10% to James Hawkins, APLC.

11 THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

12 16. Class Counsel has conducted a thorough investigation into the facts of this case.
13 Based on the foregoing discovery and their own independent investigation and evaluation, Class
14 Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best
15 interests of the Settlement Class Members in light of all known facts and circumstances, the risk
16 of significant delay, the defenses that could be asserted by Defendant both to certification and on
17 the merits, trial risk, and appellate risk.

18 17. Based on an analysis of the facts and legal contentions in this case, documents and
19 information from Defendant, I evaluated Defendant’s maximum exposure. I took into account the
20 risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are
21 certified. After using the data Defendant provided, including class member timekeeping and
22 payroll records, as well as class member demographics (i.e., the number of class members,
23 workweeks, and average total compensation of the class), with the assistance of a statistics expert,
24 I created a damages model to evaluate the realistic range of potential recovery for the class. The
25 damages model is based on the following benchmarks:

26 Total Class Members: 965

27 Terminated Class Members during 3-year statute of limitations period: 810

28 Total Workweeks: 34,000

PAGA Pay Periods: 8,977

PAGA Eligible Employees: 587

Avg. Hourly Rate: \$17.13

18. Based on Plaintiffs' discovery and investigation, Class Counsel reached the conclusion that Defendant: failed to pay class members for all hours worked, including minimum, straight time, and overtime wages, by requiring employees to work off-the-clock; had a policy and practice of not providing its employees with California compliant meal and rest periods which it did not pay appropriate premiums for; and failed to reimburse its employees for business-related expenses. Defendant denies these claims.

19. Plaintiffs allege that Defendant failed to pay for all hours worked, including minimum, straight time, and overtime wages, by requiring class members to work off-the-clock, unpaid. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiffs and the Class, I estimate that Defendant's maximum potential exposure by assuming that all unpaid work time should have been paid at the overtime rate, and I assumed that Defendant is liable for 1 hour of unpaid worktime per workweek. This results in an estimate of approximately \$873,630.00 (34,000 workweeks x \$17.13 hourly rate x 1.5 overtime rate x 1.0 hour of unpaid work per workweek), but I applied a risk discount based on a 50% chance of succeeding at class certification and a 40% chance of succeeding at trial on the merits because liability depends on whether Defendant knew or should have known that class members were working off-the-clock, yielding a realistic damage estimate of approximately \$174,726.00 (\$873,630.00 x 50% x 40%).

20. With respect to the meal period claim, Plaintiffs allege that Defendant required them and similarly situated class members to either work in lieu of taking meal periods, or their meal periods were untimely or interrupted and that Defendant's meal period policy was deficient on its face. My expert analyzed Defendant's timekeeping records and found that approximately 77.4% of all shifts over 5 hours had meal break violations consisting of short, late, or missed meal periods. Therefore, potential liability for the meal period claim is approximately \$1,676,950.26 (126,480 shifts x \$17.13 hourly rate x 77.4% violation rate). After taking into account the difficulty of certifying and proving meal period claims, as well as Defendant's contention that class members

1 had signed meal period waivers, I discounted this figure based on a 40% chance of succeeding at
2 class certification and a 40% chance of succeeding at trial, yielding a realistic damage estimate of
3 approximately \$268,312.04 ($\$1,676,950.26 \times 40\% \times 40\%$).

4 21. With respect to the rest break claim, Plaintiffs allege that Defendant required them
5 and similarly situated class members to work in lieu of taking rest periods or their rest periods were
6 interrupted and Defendant's rest break policy was deficient on its face. Assuming a 75% violation
7 rate for the class period based on Plaintiffs' and other class members' experience working for
8 Defendant, Defendant's potential liability for the rest break claim is approximately \$1,624,951.80
9 ($126,480 \text{ shifts} \times \$17.13 \text{ hourly rate} \times 75\% \text{ violation rate}$); however, I discounted this figure to
10 account for the difficulty of certifying and proving rest break claims, particularly because rest
11 periods do not have to be recorded, and to account for the possibility of Class Members voluntarily
12 choosing to forego a rest period. Because this claim would have relied exclusively on Class
13 Member testimony, I discounted this claim based on a 30% chance of succeeding at class
14 certification and a 20% chance of succeeding at trial, yielding a realistic damage estimate of
15 approximately \$97,497.11 ($\$1,624,951.80 \times 30\% \times 20\%$).

16 22. Plaintiffs further allege that Defendant failed to reimburse necessary business
17 expenses. Defendant's employees (including Plaintiffs) were frequently required to: use their
18 personal cell phones to communicate with their co-workers, managers and supervisors about work-
19 related duties; and use their personal vehicles for work-related purposes (i.e., driving to
20 Defendant's other store locations to pick up or drop off inventory/supplies, driving to warehouses,
21 or driving to specific locations for work meetings). For purposes of calculating Defendant's
22 liability based on a best-case scenario for Plaintiffs and the Class, I estimated that Defendant was
23 liable to each class member for \$50 per month, or \$12.50 per workweek, in unreimbursed expenses,
24 for a total amount of approximately \$425,000.00 ($\$12.50 \times 34,000 \text{ workweeks}$); however, I
25 discounted this figure based on an evaluation of a 20% chance of succeeding at class certification
26 and a 10% chance of succeeding at trial to account for the difficulty of certifying and proving
27 expense reimbursement claims, yielding a realistic damage estimate of approximately \$8,500.00
28 ($\$425,000.00 \times 20\% \times 10\%$).

1 23. In sum, I estimated that Plaintiffs' maximum recovery for the off-the-clock claim,
2 meal period violations, rest period violations, and failure to reimburse expenses is approximately
3 \$4.6 million, but, after factoring in the risk and uncertainty of prevailing at certification and trial,
4 I estimate that Plaintiffs' realistic estimated recovery for the non-penalty claims is approximately
5 \$549,035.15.

6 24. With respect to Plaintiffs' derivative claims for statutory and civil penalties,
7 Plaintiffs estimated that Defendant's realistic potential liability is approximately \$310,865.90.
8 While Defendant's maximum potential liability for waiting time penalties is approximately
9 \$2,622,431.70 (810 employees x \$17.13 hourly rate x 6.3 hours x 30 days) based on approximately
10 810 terminated class members during the 3-year statute of limitations period, approximately
11 \$2,392,000.00 (598 employees x \$4,000 max) for inaccurate wage statements based on
12 approximately 598 class members who worked during the 1-year statute of limitations period, and
13 approximately \$897,700.00 for PAGA violations based on the Court assessing a \$100 penalty for
14 initial violations for all 8,977 pay periods within PAGA period, I believe that it would be unrealistic
15 to expect the Court to award the full approximately \$5.9 million in penalties given Defendant's
16 defenses, the contested nature of Plaintiffs' claims, and the discretionary nature of penalties.
17 Considering that the underlying claims are realistically estimated to be approximately \$549,035.15,
18 such a disproportionate award would also raise due process concerns. As such, I discounted these
19 figures to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation
20 of approximately \$157,345.90 ($\$2,622,431.70 \times 30\% \times 20\%$) for waiting time penalty claims,
21 approximately \$143,520.00 ($\$2,392,000.00 \times 30\% \times 20\%$) for wage statement penalty claims, and
22 \$10,000.00 for PAGA, or approximately \$310,865.90 for statutory and civil penalties.

23 25. Using these estimated figures, Plaintiffs predicted that the realistic maximum
24 recovery for all claims, including penalties, would be approximately \$859,901.05. This means that
25 the \$850,000.00 settlement figure represents 98.8% of the realistic maximum recovery
26 ($\$850,000.00 / \$859,901.05 = 98.8\%$). Considering the risk and uncertainty of prevailing at class
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1 certification and at trial, this is an excellent result for the Class.¹ Indeed, because of the proposed
2 Settlement, class members will receive timely, guaranteed relief and will avoid the risk of an
3 unfavorable judgment.

4 26. While Plaintiffs are confident in the merits of their claims, a legitimate controversy
5 exists as to each cause of action. Plaintiffs also recognize that proving the amount of wages due
6 to each class member would be an expensive, time-consuming, and uncertain proposition.

7 27. This Settlement avoids the risks and the accompanying expense of further litigation.
8 Although the Parties had engaged in a significant amount of investigation, informal discovery and
9 class-wide data analysis, the Parties had not yet completed formal written discovery. Plaintiffs
10 intended to depose corporate officers and managers of Defendant. Moreover, preparation for class
11 certification and a trial remained for the Parties, as well as the prospect of appeals in the wake of
12 a disputed class certification ruling for Plaintiffs and/or adverse summary judgment ruling. Had
13 the Court certified any claims, Defendant could move to decertify the claims. As a result, the
14 Parties would incur considerably more attorneys' fees and costs through trial.

15 28. The Net Settlement Amount available for settlement payments is estimated to be
16 approximately \$466,216.67 for a class of 965 persons.² As a result, each Settlement Class Member
17 is eligible to receive an average net benefit of approximately \$483.13.

18 29. The proposed Settlement of \$850,000.00, therefore, represents a substantial
19 recovery when compared to Plaintiffs' reasonably forecasted recovery. When considering the risks
20 of litigation, the uncertainties involved in achieving class certification, the burdens of proof
21 necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that the
22 settlement amount of \$850,000.00 is well within the "ballpark" of reasonableness, and preliminary
23 settlement approval is appropriate.

24 ¹ See, e.g., *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal. Aug. 21, 2019) 2019 WL 3943859 at
25 *8 (granting preliminary approval where the proposed allocation to settle class claims was between 9.53 percent of
26 Plaintiffs' maximum recovery); *Bravo v. Gale Triangle, Inc.* (C.D. Cal. Feb 16, 2017) 2017 WL 708766 at * 10
27 (finding that "a settlement for fourteen percent recovery of Plaintiffs' maximum recovery is reasonable"); *In re*
Omnivision Techs., Inc. (N.D. Cal. 2008) 559 F.Supp.2d 1036, 1042 (approving settlement amount that "is just over
28 9% of the maximum potential recovery asserted by either party.").

² The Net Settlement Amount is: \$850,000.00 minus, \$283,333.33 for Class Counsel's attorneys' fees, minus
\$40,000.00 for Class Counsel's litigation expenses, minus \$12,950.00 in administration costs, minus \$10,000.00 for
the PAGA payment, and minus \$37,500.00 for the Service Payments to Plaintiffs.

SERVICE PAYMENTS FOR PLAINTIFFS ARE REASONABLE

30. Class Counsel represent that Plaintiffs devoted a great deal of time and work assisting counsel in the case, communicated with counsel very frequently for litigation and to prepare for mediation, and were frequently in contact with Class Counsel during the mediation. Plaintiffs' requested service payment is reasonable, particularly in light of the substantial benefits Plaintiffs generated for all class members.

31. Throughout this litigation, Plaintiffs Navarro-Gutierrez and Crystobal, who are former employees of Defendant, have cooperated immensely with my office and have taken many actions to protect the interests of the class. Plaintiffs Navarro-Gutierrez and Crystobal provided valuable information regarding the off-the-clock, meal period, and rest period claims. Plaintiffs Navarro-Gutierrez and Crystobal also informed my office of developments and information relevant to this action, participated in decisions concerning this action, and made themselves available to answer questions during the mediation. Plaintiffs Navarro-Gutierrez and Crystobal provided my office with documents regarding the claims alleged in this action. The information and documentation provided by Plaintiffs Navarro-Gutierrez and Crystobal was instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without Plaintiffs' participation.

32. At the same time, Plaintiffs faced many risks in adding themselves as the class representative in this matter. Plaintiffs faced actual risks with their future employment, as putting themselves on public record in an employment lawsuit could also very well affect their likelihood for future employment.

33. In turn, class members will now have the opportunity to participate in a settlement, reimbursing them for alleged wage violations they may have never known about on their own or been willing to pursue on their own. If these class members would have each tried to pursue their legal remedies on their own, that would have resulted in each having to expend a significant amount of their own monetary resources and time, which were obviated by Plaintiffs putting themselves on the line on behalf of these other class members.

34. In the final analysis, this class action would not have been possible without the aid

1 of Plaintiffs, who put their own time and effort into this litigation and placed themselves at risk for
2 the sake of the class members. The requested service payments for Plaintiffs for their service as
3 the class representatives are a relatively small amount of money when the time and effort put into
4 the litigation are considered, and in comparison to enhancements granted in other class actions.
5 The requested service payments are therefore reasonable to compensate Plaintiffs for their active
6 participation in this lawsuit.

7 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

8 35. The Settlement provides for attorneys' fees payable to Class Counsel in an amount
9 up to one-third (1/3) of the Settlement Amount, for a maximum fees award of \$283,333.33, plus
10 actual costs and expenses not to exceed \$40,000.00. The proposed award of attorneys' fees to
11 Class Counsel in this case can be justified under either method – lodestar or percentage recovery.
12 Class Counsel intends to provide justification of their requested attorneys' fees and costs at final
13 approval.

14 36. I am informed and believe that the fee and costs provision is reasonable. The fee
15 percentage requested is less than that charged by my office for most employment cases. Class
16 Counsel invested significant time and resources into the case, with payment deferred to the end of
17 the case, and then, of course, contingent on the outcome.

18 37. It is further estimated that my office will need to expend at least another 50 to 100
19 hours to monitor the process leading up to the final approval and payments made to the class. Class
20 Counsel also bears the risk of taking whatever actions are necessary if Defendant fails to pay.

21 38. The risk to Class Counsel has been very significant, particularly if we would not be
22 successful in pursuing this class action. In that case, we would have been left with no compensation
23 for all the time taken in litigating this case. The contingent risk in these types of cases is very real
24 and they do occur regularly. Furthermore, we were precluded from focusing on, or taking on, other
25 cases which could have resulted in a larger, and less risky, monetary gain.

26 39. Because most individuals cannot afford to pay for representation in litigation on an
27 hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a
28 contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless

1 we prevail at trial or successfully settle our clients' cases. Because Class Counsel is taking the
2 risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we
3 cannot afford to represent an individual employee on a contingency basis if, at the end of our
4 representation, all we are to receive is our regular hourly rate for services. It is essential that we
5 recover more than our regular hourly rate when we win if we are to remain in practice so as to be
6 able to continue representing other individuals in civil rights employment disputes.

7 MY EXPERIENCE AND QUALIFICATIONS

8 40. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World
9 Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of over
10 120 attorneys and over 600 total employees. Wilshire Law Firm, PLC is actively and continuously
11 practicing in employment litigation, representing employees in both individual and class actions
12 in both state and federal courts throughout California.

13 41. Wilshire Law Firm, PLC is qualified to handle this litigation because its attorneys
14 are experienced in litigating Labor Code violations in both individual, class action, and
15 representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling,
16 numerous wage and hour class action lawsuits, as well as class actions involving consumer rights
17 and data privacy litigation.

18 42. I graduated from the University of California, Los Angeles with a Bachelor of Arts
19 in Political Science, *summa cum laude*. I received my Juris Doctor from The George Washington
20 University Law School. During law school, I was a member of the student editorial board for the
21 Federal Circuit Bar Journal.

22 43. My practice is focused on advocating for the rights of consumers and employees in
23 class action litigation. I am currently the managing attorney in charge of litigating several class
24 action cases in state and federal courts in California.

25 44. As the attorney responsible for day-to-day management of this matter at the
26 Wilshire Law Firm, PLC, I have over four years of experience litigating wage and hour class
27 actions. Over the past four plus years, I have managed and assisted with the litigation and
28 settlement of several wage and hour class actions. In those class actions, I performed similar tasks

as those performed in the course of prosecuting this action.

45. I was selected as a “Southern California Rising Star” in 2025.

46. My current contingent billing rate of \$750 per hour is consistent with the legal market, accepted hourly rates, and my expertise and knowledge as it pertains to wage and hour matters. Below is a non-exhaustive list of the cases where I have been appointed as class counsel in my own right (as opposed to being part of a firmwide appointment of counsel):

- a. *Kingsbury v. Caravan Foods II, Inc.*, Alameda County, Case No. RG21096357; Motion for Final Approval granted on January 31, 2023.
- b. *Frias-Estrada v. Trek Retail Corporation*, Contra Costa County, Case No. MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- c. *Reyes v. Everytable, PBC, et al.*, Los Angeles County, Case No. 21STCV35987; Motion for Final Approval granted on May 3, 2023.
- d. *Ortiz v. Tara Materials, Inc.*, San Diego County, Case No. 37-2021-0001473-CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.
- e. *Cruz-Sanchez v. Eagle Lath & Plaster, Inc.*, Sacramento County, Case No. 34-2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.
- f. *Garduno v. New Generation Framing, Inc., et al.*, Stanislaus County, Case No. CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- g. *Hernandez, et al. v. Burford Farming Company, Inc.*, Fresno County, Case No. 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- h. *Barajas v. Final Phase Construction, Inc.*, San Bernardino County, Case No. CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- i. *Jaimes, et al. v. Infiniti Health LLC*, Los Angeles County, Case No. 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- j. *Nunez v. Gabriel Container*, Los Angeles County, Case No. 21STCV09787; Motion for Final Approval granted on November 2, 2023.
- k. *Lupercio v. Western CNC, Inc.*, San Diego County, Case No. 37-2021-00010314-

CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.

1. *Jackson, et al. v. Apple Valley Communications, Inc., et al.*, San Bernardino County, Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.
- m. *Cuadras, et al. v. Guinn Corporation*, Kern County, Case No. BCV-21-101520; Motion for Final Approval granted on February 22, 2024.
- n. *Williams v. Total Longterm Care, Inc., et al.*, San Bernardino County, Case No. CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- o. *Meza v. Argus Management Company, LLC, et al.*, Los Angeles County, Case No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- p. *Wade v. Mallory Safety and Supply LLC*, Siskiyou County, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.
- q. *Snell v. Shasta Community Health Center*, Shasta County, Case No. CVCV22-199416; Motion for Final Approval granted on November 12, 2024.
- r. *Arce v. Sammy's Woodfired Pizza*, San Diego County, Case No. 37-2023-00037670-CU-OE-CTL; Motion for Final Approval granted on January 10, 2025.
- s. *Ochoa, et al. v. La Tavola, LLC*, Napa County, Case No. 22CV000862; Motion for Final Approval granted on January 23, 2025.
- t. *Brown, et al. v. Fidelity Security Services, Inc.*, Los Angeles County, Case No. 21STCV31617; Motion for Final Approval granted on January 28, 2025.
- u. *Torres v. Lupton Excavation, Inc.*, Sacramento County, Case No. 34-2022-00317401-CU-OE-GDS; Motion for Final Approval granted on April 18, 2025.
- v. *Peterson v. PJ Printers*, Orange County, Case No. 30-2022-01247546-CU-OE-CTL; Motion for Final Approval granted on April 25, 2025.
- w. *Harris v. D&D Gear Incorporated dba Absolute Technologies, Inc.*, Orange County, Case No. 30-2021-01222330-CU-OE-CTL; Motion for Final Approval granted on April 25, 2025.
- x. *Carter v. Medlab2020, Inc.*, Orange County, Case No. 30-2022-01247444-CU-

1 OE-CXC; Motion for Final Approval granted on May 22, 2025.

2 y. *Guarista, et al. v. Urologic Institute of the High Desert, Inc.*, San Bernardino
3 County, Case No. CIVSB2125029; Motion for Final Approval granted on June
4 17, 2025.

5 z. *Carbajal v. Mattco Forge, Inc.*, Los Angeles County, Case No. 23STCV12264;
6 Motion for Final Approval granted on July 28, 2025.

7 47. Lisa B. Iturriaga is a Settlement Attorney at Wilshire Law Firm, PLC. She was
8 admitted to practice law in the State of California in 2021. Lisa graduated from University of South
9 Florida with a Bachelor of Science in Finance and a Bachelor of Arts in Marketing. She received
10 her Juris Doctor from Chapman University Dale E. Fowler School of Law. Since graduating, her
11 practice has been in insurance defense (previously) and employment law (currently). Since 2023,
12 she has exclusively worked on Plaintiff-side wage and hour cases. Lisa is also a member of the
13 California Employment Lawyers Association (CELA).

14 48. Arman A. Salehi is a third-year Associate Attorney at Wilshire Law Firm, PLC. He
15 was admitted to practice law in the State of California in 2023. Arman graduated from the
16 University of California, Los Angeles with a Bachelor of Arts in Sociology. He received his Juris
17 Doctor from the University of California College of the Law, San Francisco (formerly known as
18 U.C. Hastings). Since November 2023, his practice has mainly been focused on wage and hour
19 class action litigation.

20 I declare under penalty of perjury under the laws of the State of California and the United
21 States that the foregoing is true and correct.

22 Executed on December 5, 2025, at Los Angeles, California.

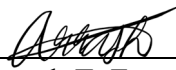
23 
24 Arrash T. Fattahi

EXHIBIT 1

EXHIBIT 1

WILSHIRE LAW FIRM, PLC

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Arrash T. Fattahi, Esq.
Zachary D. Greenberg, Esq.
Aram Boyadjian, Esq.

September 22, 2023

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Movita Juice Bars, LLC
7965 2nd St.
Downey, CA 90241
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6498 8435 90

Raul Rodriguez
Agent for Service of Process for:
Movita Juice Bars, LLC
7965 2nd St.
Downey, CA 90241
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6498 8436 06

Re: **Jennifer Itxel Navarro-Gutierrez v. Movita Juice Bars, LLC**
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Jennifer Itxel Navarro-Gutierrez ("Plaintiff") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employer, Movita Juice Bars, LLC ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's Aggrieved Employees.

Plaintiff wishes to pursue this action on behalf of herself as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendant in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

Plaintiff's Employment with Defendant

Defendant owns/owned and operates/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Plaintiff JENNIFER ITXEL NAVARRO-GUTIERREZ is a resident of Los Angeles County, California who worked for Defendant in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately August 2022 to approximately June 2023. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek.

Throughout Plaintiff's employment, Defendant failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendant terminated her employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant regularly used a system of time rounding or synthetic timekeeping that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the

realities of Defendant's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant required Plaintiff and the Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to perform work prior to clocking in for the workday, during unpaid meal periods, and after clocking out for the workday. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Accordingly, Defendant's policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant,

however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendant has wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period.

Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month.

Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages

earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendant failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, work attire, use of personal cell phones, and use of personal vehicles. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiff and the Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

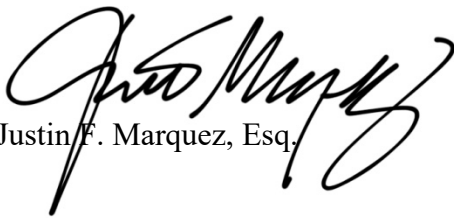
1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and
8. Labor Code § 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



Justin F. Marquez, Esq.



WILSHIRE LAW FIRM, PLC

3055 WILSHIRE BLVD. 12TH FLOOR

LOS ANGELES, CA 90010

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE



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Movita Juice Bars, LLC
7965 2nd St.
Downey, CA 90241

243811



WILSHIRE LAW FIRM, PLC

3055 WILSHIRE BLVD. 12TH FLOOR

LOS ANGELES, CA 90010

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Pitney Bowes

Raul Rodriguez

Agent for Service of Process for:

Movita Juice Bars, LLC

7965 2nd St.

Downey, CA 90241

243811

EXHIBIT 2

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Jennifer Itxel Navarro-Gutierrez, Nathaly Lopez, Ricardo Escajeda, Brenda Crystobal, and Maria Rivera (“Plaintiffs”) and defendant Movita Juice Bars, LLC (“Movita”). The Agreement refers to Plaintiffs and Movita collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” collectively means the Plaintiffs’ lawsuits and claims alleging wage and hour violations against Movita. Plaintiffs’ lawsuits are captioned *Jennifer Itxel Navarro-Gutierrez, et al. v. Movita Juice Bars, LLC, et al.* Case No. 23STCV20453 initiated on August 25, 2023, and pending in the Superior Court of the State of California, County of Los Angeles; *Nathaly Lopez and Maria Rivera v. Movita Juice Bars, LLC, et al.* Case No. 24STCV08372 initiated on April 2, 2024, and pending in the Superior Court of the State of California, County of Los Angeles; *Ricardo Escajeda v. Movita Juice Bars, LLC, et al.* Case No. 24STCV09684 initiated on April 4, 2024, and pending in the Superior Court of the State of California, County of Los Angeles; and *Ricardo Escajeda v. Movita Juice Bars, LLC, et al.* Case No. 24STCV15702 initiated on June 24, 2024, and pending in the Superior Court of the State of California, County of Los Angeles. Plaintiff Navarro-Gutierrez will file an amended complaint adding a cause of action for civil penalties under the Private Attorneys General Act (“PAGA”) and additional representatives to the matter.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means “all non-exempt employees who worked for Movita in California at any time between October 30, 2022 through March 17, 2025.”
- 1.5. “Class” means “all non-exempt employees who worked for Movita in California at any time between February 28, 2019 until March 17, 2025.”
- 1.6. “Class Counsel” means Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm, PLC, Christopher J. Hamner of Hamner Law Offices, APLC, and Greg Mauro of James Hawkins APLC. Class Counsel represents that no other counsel has been involved in or has any claim for fees or costs associated with the Action or has represented Plaintiffs in connection with the Action or any other contemplated action against Defendant concerning the subject matter of the Action.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean

the amounts authorized by the Court to be paid to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action, as approved by the Court.

- 1.8. "Class Data" means Class Member identifying information in Movita's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks worked by each Class Member and PAGA Pay Periods worked by each Aggrieved Employee.
- 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. "Class Period" means the period from February 28, 2019 to March 17, 2025.
- 1.13. "Class Representatives" means the named Plaintiffs in the operative complaints in the Action seeking Court approval to serve as Class Representatives.
- 1.14. "Class Representative Service Payments" means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15. "Court" means the Superior Court of California, County of Los Angeles.
- 1.16. "Movita" means Defendant Movita Juice Bars, LLC.
- 1.17. "Defense Counsel" means Debra Ellwood Meppen, Dina Glucksman, and Jennifer Jambor-Delgado of Gordon Rees Scully Mansukhani, LLP.
- 1.18. "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 .

- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means the amount of \$850,000.00 which is the total amount Movita agrees to pay under the Settlement, in full satisfaction of the Action, Released Class Claims, and Released PAGA Claims. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator’s Expenses. The Gross Settlement Amount is subject to increase only as provided in Paragraph 8, below.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i). This matter was filed before the 2024 amendments to PAGA. As such, all statutory references in this Agreement to Labor Code sections 2698, 2699, 2699.3, and any subdivisions thereof, are references to the statute as it existed before the 2024 amendment.
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment as supported by declaration, and the Administration Expenses Payment. The remainder is to be paid to Participating

Class Members as Individual Class Payments.

- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Movita for at least one day during the PAGA Period based on the Class Data Defendant provides to the Settlement Administrator.
- 1.31. “PAGA Period” means the period from October 30, 2022 to March 17, 2025.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.33. “PAGA Notice” means Plaintiffs’ September 22, 2023, October 13, 2023, October 30, 2023, and April 17, 2024 letters to Movita and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and 75% to LWDA (\$7,500.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiffs” means Jennifer Ixel Navarro-Gutierrez, Nathaly Lopez, Ricardo Escajeda, Brenda Crystobal, and Maria Rivera, the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of the Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41. “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.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request

to be excluded from the Class Settlement signed by the Class Member.

- 1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. "Workweek" means any week during which a Class Member worked for Movita for at least one day, during the Class Period based on the Class Data Defendant provides to the Settlement Administrator.

2. RECITALS.

- 2.1 On August 25, 2023, Plaintiff Navarro-Gutierrez commenced this Action by filing a Complaint (Case No. 23STCV20453) alleging causes of action against Movita for violations of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 512, 1194, 1194.2, 1197, 1198, 2802, and violations of Business & Professions Code § 17200.
- 2.2 On April 2, 2024, Plaintiffs Nathaly Lopez and Maria Rivera ("Rivera") filed their class action and representative PAGA action complaint (Case No. 24STCV08372) alleging causes of action against Movita for (1) Failure to provide required meal periods; (2) Failure to provide required rest periods; (3) Failure to pay overtime wages; (4) Failure to pay minimum wage; (5) Failure to pay bonuses (6) Failure to pay all wages due to discharged and quitting employees; (7) Failure to furnish accurate itemized statements; (9) Failure to indemnify employees for necessary expenditures incurred in discharge of duties; (10) violations of PAGA, and (11) violations of Business & Professions Code § 17200.
- 2.3 On April 17, 2024, Plaintiff Ricardo Escajeda filed a Complaint (Case No. 24STCV09684) alleging causes of action against Movita for violations of Labor Code §§ 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1198, 2802, and violation of Business & Professions Code § 17200. On June 24, 2024, Plaintiff Ricardo Escajeda separately filed a Representative Action Complaint (Case No. 24STCV15702) for penalties pursuant to the Private Attorneys General Act ("PAGA") for violations of §§ 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1198, and 2802.
- 2.4 Movita denies all allegations in the Complaints filed by Plaintiffs, denies any failure to comply with the laws identified in the Complaints, denies any and all liability for the causes of action alleged, and has asserted numerous affirmative defenses.
- 2.5 Within ten days of execution of this Agreement by the Parties, for purposes of effectuating this Settlement Agreement, Plaintiff Navarro-Gutierrez will file a First Amended Class and Representative Action Complaint (the "FAC") to add a cause of action for civil penalties under PAGA, additional class representatives, all causes of action alleged in the operative complaints in Case Nos. 24STCV08372, 24STCV09684 and 24STCV15702, and all facts and theories asserted throughout the Action, including

at mediation, to the extent those facts and theories are not already alleged in Plaintiff Navarro-Gutierrez' Complaint. The FAC, once filed, will become the operative complaint in the Action (the "Operative Complaint"). Defendant's agreement to the filing of the FAC does not constitute waiver of any of its defenses.

- 2.6 Following the filing of the FAC, Class Counsel in the other pending actions(i.e., Case Nos. 24STCV08372, 24STCV09684 and 24STCV15702) will provide their respective Courts with notice of this settlement and file a C.R.C. 3.770 Request for Dismissal of all allegations against Movita.
- 2.7 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs in Case Nos. 24STCV08372 and 24STCV15702gave timely written notice to Movita and the LWDA by sending their respective PAGA Notices.
- 2.8 On December 17, 2024, the Parties participated in an all-day mediation presided over by Kelly Knight, Esq., which led to this Agreement to settle the Action.
- 2.9 Prior to mediation and negotiating the Settlement, Plaintiffs obtained, through informal discovery, a sample of Movita's timekeeping records, policies, and other information. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.10 The Court has not granted class certification.
- 2.11 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Movita promises to pay \$850,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Movita has no obligation to pay any portion of the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Movita.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$7,500.00 each (in addition to any Individual

Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Movita will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the Motion for Final Approval, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099s. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$283,333.33 and a Class Counsel Litigation Expenses Payment of not more than \$40,000.00. Movita will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a Motion for Final Approval no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Movita harmless, and indemnifies Movita, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$12,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$12,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-

Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Data. Not later than 45 days after the Court grants Preliminary Approval of the Settlement, Movita will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Movita has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Movita must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. Movita will fund the Gross Settlement Amount in two installments as follows: 1) the first payment of \$425,000.00 will be paid on or before January 1, 2026, and 2) the second payment of \$425,000 will be

made by November 1, 2026. In the event the Effective Date is not triggered, the Gross Settlement Amount (or any portions thereof), shall be returned/refunded to Defendant. Defendant's share of payroll taxes on the wages portion of the Individual Class Payments will be calculated by the Administrator. Defendant will fund its share of payroll taxes by transmitting the funds to the Administrator no later than 14 business days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within 14 days after the Effective Date, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.3.3. For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Unclaimed Property Fund in the name of the Class Member. The Administrator shall undertake amended and/or supplemental tax filings and reporting required under applicable local, state, and federal tax laws that are necessitated due to the cancellation of any Individual Class Payment and/or Individual PAGA Payment checks. Class

Members whose Individual Class Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and Aggrieved Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA Settlement.

- 4.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Movita to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Movita fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action and released under 5.2, below; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notices, or ascertained during the Action and released under 5.2, below; (c) all claims in any way related to the facts contained in the Operative Complaint and PAGA Notices; and (d) any and all known or unknown liabilities, claims, demands for damages, costs, attorneys' fees, indemnification, contribution, or any other thing for which Plaintiffs have or may have, including known or unknown causes of action, claims, or demands for damages, costs, attorneys' fees, indemnification, or contribution, whether certain or speculative, related to Plaintiffs' employment or the cessation of their employment with Defendant, or any acts of Defendant and Releasees and which may have come into existence at any time prior to the time of execution of this Agreement, or that may be brought in the future in connection with any acts or omissions that have arisen at any time prior to execution of this Agreement ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment insurance benefits, disability benefits, social security benefits, workers' compensation benefits and any other claims that cannot be released by law. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,

which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs will be deemed to have acknowledged that this Settlement Agreement is intended to waive and release all released claims that they do not know or suspect to exist in their favor at the time of the approval of this Settlement Agreement.

5.2 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 not 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 this Agreement and as set forth in Section 5.3 of this Agreement, 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.

5.3 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.

6. MOTION FOR PRELIMINARY APPROVAL. With ten business days of the full execution of this Settlement, Plaintiffs will file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval; (iii) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (iv) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (v) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel will provide Defense Counsel a draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of the Settlement provided the motion is consistent with this Settlement Agreement. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's

concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
 - 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - 7.4.4 The deadlines for Class Members’ written objections, Challenges to

Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Movita or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action

components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary

Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, and the Final Approval Order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report

detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **ESCALATOR CLAUSE.** Based on its records, Defendant estimates that as of the December 17, 2024 mediation, the Class Members collectively worked 34,000 workweeks. If the number of workweeks exceeds 34,000 during the Class Period by more than 10% (i.e., by more than 37,400 Workweeks), the GSA will increase pro rata per additional workweek. For example, if the number of Workweeks increases by 11% to 37,740 Workweeks, then the Gross Settlement Amount will increase by 1%. Defendant may, in its sole discretion, adjust the length of the Class Period by moving the end date to an earlier date to avoid triggering the Escalator Clause.

9. **MOVITA'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Movita may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Movita withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Movita will remain responsible for paying all Settlement Administration Expenses incurred to that point. Movita must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a Motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment

shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
12. **ADDITIONAL PROVISIONS.**
 - 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Movita that any of the allegations in the Operative Complaint have merit or that Movita has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Movita's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of

this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Movita reserves the right to contest certification of any class for any reasons, and Movita reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Movita's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Movita and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Movita and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Movita, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use

their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Movita nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Movita in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Movita unless, prior to the Court's discharge of the Administrator's obligation, Movita makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

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Arman A. Salehi, Esq.
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 784-3830
Facsimile: (213) 381-9989
arrash.fattahi@wilshirelawfirm.com
arman.salehi@wilshirelawfirm.com

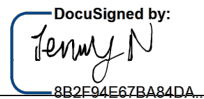
Christopher J. Hamner
HAMNER LAW OFFICES, APLC
Labor and Consumer Attorneys
26565 West Agoura Road, Suite 200
Calabasas, California 91302
Telephone: 888-416-6654

JAMES HAWKINS APLC
Gregory Mauro, Esq.
Michael Calvo, Esq.
Ava Issary, Esq.
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

To Movita:

GORDON REES SCULLY MANSUKHANI, LLP
Dina Glucksman, dglucksman@grsm.com
Jennifer Jambor-Delgado, jjambordelgado@grsm.com
633 W. Fifth., 52nd Floor,
Los Angeles, CA 90071

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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Plaintiff Navarro-Gutierrez

Movita Juice Bars, LLC
By: Raul Rodriguez, CEO

Plaintiff Lopez

Plaintiff Escajeda

Signed by:

Brenda Crystobal

D2C7ADBFE109439

Plaintiff Crystobal

Plaintiff Rivera



Counsel for Plaintiffs Navarro-Gutierrez and
Crystobal
By: Wilshire Law Firm

Counsel for Movita
By: Gordon Rees Scully Mansukhani LLP

Counsel for Plaintiffs Lopez and Rivera
By: Hamner Law Offices, APLC

Counsel for Plaintiff Escajeda
By: James Hawkins, APLC

JAMES HAWKINS APLC
Gregory Mauro, Esq.
Michael Calvo, Esq.
Ava Issary, Esq.
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Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

To Movita:

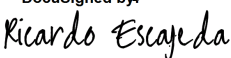
GORDON REES SCULLY MANSUKHANI, LLP
Dina Glucksman, dglucksman@grsm.com
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Plaintiff Navarro-Gutierrez

Movita Juice Bars, LLC
By: Raul Rodriguez, CEO

Plaintiff Lopez

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Plaintiff Escajeda

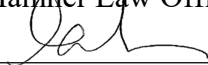
Plaintiff Crystobal

Plaintiff Rivera

Counsel for Plaintiffs Navarro-Gutierrez and
Crystobal
By: Wilshire Law Firm

Counsel for Movita
By: Gordon Rees Scully Mansukhani LLP

Counsel for Plaintiffs Lopez and Rivera
By: Hammer Law Offices, APLC



Counsel for Plaintiff Escajeda
By: James Hawkins, APLC

JAMES HAWKINS APLC
Gregory Mauro, Esq.
Michael Calvo, Esq.
Ava Issary, Esq.
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Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

To Movita:

GORDON REES SCULLY MANSUKHANI, LLP
Dina Glucksman, dglucksman@grsm.com
Jennifer Jambor-Delgado, jjambordelgado@grsm.com
633 W. Fifth., 52nd Floor,
Los Angeles, CA 90071

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Plaintiff Navarro-Gutierrez

Plaintiff Lopez

Plaintiff Lopez

Plaintiff Escajeda

DocuSigned by:

RAUL RODRIGUEZ

October 6, 2025

Movita Juice Bars, LLC
By: Raul Rodriguez, CEO

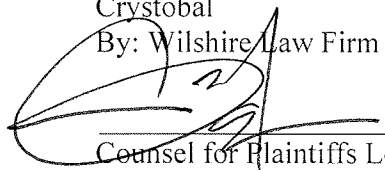
Plaintiff Crystobal

Rivera Maria

Plaintiff Rivera

Counsel for Plaintiffs Navarro-Gutierrez and
Crystobal

By: Wilshire Law Firm

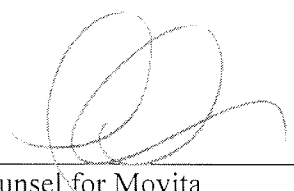


Counsel for Plaintiffs Lopez and Rivera

By: Hamner Law Offices, APLC

Counsel for Plaintiff Escajeda

By: James Hawkins, APLC



Counsel for Movita

By: Gordon Rees Scully Mansukhani LLP
Jennifer Jambor-Delgado

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA
SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL**

Jennifer Itxel Navarro-Gutierrez, et al. v. Movita Juice Bars, LLC, et al.

Los Angeles County Superior Court, Case No. 23STCV20453

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from employee a class action lawsuit (“Action”) against Movita Juice Bars, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Defendant’s former employees, Jennifer Itxel Navarro-Gutierrez, Nathaly Lopez, Ricardo Escajeda, Brenda Crystobal, and Maria Rivera (collectively, “Plaintiffs”) and seeks: (1) payment of back wages and other relief for a class of Defendant’s current and former non-exempt employees in the state of California (“Class Members”) during the Class Period (February 28, 2019 to March 17, 2025); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for Defendant’s current and former non-exempt employees in the state of California (“Aggrieved Employees”) during the PAGA Period (October 30, 2022 to March 17, 2025).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments; and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Settlement Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Settlement Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Settlement Payment. You will, however, preserve your right to personally pursue wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [date]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or

	Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum and overtime wages, failing to provide meal periods and rest breaks, failing to pay wages due upon termination, failing to indemnify employees for expenditures, and failing to provide accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiffs are represented by the attorneys in the Action: Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm, PLC, Christopher J. Hamner of Hamner Law Offices, APLC, and Greg Mauro of James Hawkins APLC ("Class Counsel").

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the cases by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$850,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Settlement Payments, Individual PAGA Payments, the Class Representative's Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount in two installments as follows: 1) the first payment of \$425,000.00 will be paid on or before January 1, 2026, and 2) the second payment of \$425,000 will be made by November 1, 2026. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$283,333.33 (1/3 of the current estimated Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$40,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$7,500.00 to each Plaintiff for filing the Action, working with Class Counsel and representing the Class. The class representatives' service payments will be the only money Plaintiffs will receive other than Plaintiffs' Individual Class Settlement Payments and any Individual PAGA Payments.
- C. Up to \$12,950.00 to the Settlement Administrator for services administering the Settlement.
- D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

2. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Settlement Payments to Participating Class Members based on their Class Period Workweeks.
3. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Settlement Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Settlement Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

4. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, the Administrator will transmit your funds to the California Unclaimed Property Fund.
5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by [date]. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Settlement Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against

Defendant.

7. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
8. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Class Members who do not opt out will fully release and discharge Defendant and the other Released Parties from the Released Class Claims, defined as:

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 not 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 Agreement and as set forth in Section 5.3 of the Agreement, 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.

9. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

Regardless of whether or not you opt out of the Class portion of the Settlement, you will be bound by the Court's Final Judgment with respect to PAGA and will fully release and discharge Released Parties from the Released PAGA Claims. The "Released PAGA Claims are as follows:

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.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Settlement Payments. The Administrator will calculate Individual Class Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or PAGA Pay

Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Settlement Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Jennifer Itxel Navarro-Gutierrez, et al. v. Movita Juice Bars, LLC, et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to

approve. At least 16 days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, the amount Class Counsel is requesting for attorneys' fees and litigation expenses, and the amount Plaintiffs are requesting as the Class Representatives' Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [need details] or the Court's website [need details].

A Participating Class Member who disagrees with any aspect of the Agreement and the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Jennifer Itxel Navarro-Gutierrez, et al. v. Movita Juice Bars, LLC, et al.*, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department 15 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N Spring St, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally. Check the Court's website for the most current information (<https://www.lacourt.ca.gov>) and follow the instructions below in Section 9.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [need details] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [specify whose] at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

Alternatively, the pleadings and other records in this litigation may be examined online at <https://www.lacourt.org/paos/v2public/DocumentImages/SearchCaseNumber>. After arriving at the website, enter the case number and click 'Search'. Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

To view the Register of Actions, go to <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>, enter the case number, and select 'Search'. You will be able to see the Register of Actions and more.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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greg@jameshawkinsaplc.com

Settlement Administrator:

ILYM Group, Inc. XXXXX
XXXXXX
Telephone: XXXXX

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 3

EXHIBIT 3

Theresa Chan

From: no-reply@formassembly.com
Sent: Friday, December 5, 2025 4:41 PM
To: Theresa Chan
Subject: Thank you for your Proposed Settlement Submission

12/05/2025 04:41:06 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 12/05/2025 04:41:06 PM your Proposed Settlement was successfully processed for case number LWDA-CM-983270-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Ctheresa.chan%40wilshirelawfirm.com%7C0151f95b46fe46b6c00308de34602c64%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639005784828924850%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljo1TWVpbGlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=ZfsMe cajvd6lu5eOGou3wrVIHDQoNUMzAbf7xpQS1il%3D&reserved=0