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

DONJUAN FUTRELL, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

KREATION JUICERY, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV30930

PAGA REPRESENTATIVE ACTION

[Assigned for all purposes to:

(previously assigned to Hon. David S.
Cunningham III, Dept. 11).]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT THEREON**

Approval of PAGA Settlement Hearing:

Date: July 13, 2026

Time: 11:00 a.m.

Dept: 11

Complaint filed: December 19, 2023

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on July 13, 2026, at 11:00 a.m. in Department 11 of the
3 Superior Court of California, County of Los Angeles, Spring Street Courthouse, located at 312
4 North Spring Street, Los Angeles, California 90012, the Honorable _____
5 presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiff's
6 Motion for Approval of PAGA Settlement (the "Motion"), and for good cause appearing,
7 Plaintiff's Motion is GRANTED.

8 The Court approves the Private Attorneys General Act ("PAGA") Settlement Agreement
9 ("Settlement") entered into by Plaintiff Donjuan Futrell ("Plaintiff") and Defendant Kreation
10 Juicery, Inc. ("Defendant," and collectively with Plaintiff, the "Parties"), and hereby ORDERS
11 as follows:

12 1. Defendant shall pay the Maximum Settlement Amount of \$300,000.00 according to
13 the terms of the Settlement.

14 2. The Net Settlement Amount means the Maximum Settlement Amount minus the
15 following: (a) 35% of the Gross Settlement Amount allocated to Attorneys' Fees (currently
16 estimated to be \$105,000.00); (b) up to \$30,000.00 allocated to litigation costs; (c) \$6,450.00
17 allocated to Settlement Administrator Costs; and (d) \$10,000.00 allocated to Plaintiff as a PAGA
18 Representative Service Award.

19 (a) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm,
20 PLC, of Attorneys' Fees in the amount of 35% of the Maximum Settlement Amount, to be paid
21 from the Gross Settlement Amount.

22 (b) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm,
23 PLC, of litigation costs in the amount of \$25,014.32, to be paid from the Maximum Settlement
24 Amount.

25 (c) The Court approves payment to the Settlement Administrator, ILYM Group,
26 Inc., for its reasonable costs and fees to administer the Settlement, not to exceed \$6,450.00 to be
27 paid from the Maximum Settlement Amount.

28 (d) The Court approves \$10,000.00 to be paid to Plaintiff as a PAGA

Representative Service Award for his efforts as a named plaintiff and representative for other
PAGA Employees and the State of California, to be paid from the Maximum Settlement Amount.

3. Of the Net Settlement Amount, 75% is allocated to the California Labor &
Workforce Development Agency (“LWDA”) and 25% is allocated to the aggrieved employees.

4. The “PAGA Period” is defined as the period from January 16, 2023 to October 18,
2024.

5. The “Aggrieved Employees” are all persons who worked for Defendant in
California as an hourly paid or non-exempt employee during the PAGA Period.

6. “Effective Date” means the date by when both of the following have occurred: (a)
the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is
final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court
enters Judgment assuming no appeal is filed; or (b) if a timely appeal is filed, the date of final
resolution of that appeal (including any requests for rehearing and/or petitions for writs of
certiorari) resulting in final judicial approval of the Settlement.

7. “Released Parties” means Defendant and each of its former and present directors,
officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
subsidiaries, and affiliates.

8. The Court directs Defendant to pay one half of the Maximum Settlement Amount
within 14 days of the Court’s order of approval of the Settlement, and the second half 45 days
thereafter.

9. Effective on the date when Defendant fully funds the entire Maximum Settlement
Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as
follows:

- (a) Release by Aggrieved Employees: All 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 all claims for PAGA penalties that were

1 alleged, or reasonably could have been alleged, based on the facts stated in
2 the operative complaint and the PAGA Notice

3 10. The Settlement Administrator will calculate each Individual PAGA Payment as
4 follows: (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by
5 the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA
6 Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

7 11. The Court directs the Settlement Administrator send the Settlement Notice, attached
8 as Exhibit 6 to the Declaration of Arrash T. Fattahi in Support of Plaintiff's Motion for Approval
9 of PAGA Settlement, to the Aggrieved Employees with the Individual PAGA Payments to be
10 issued pursuant to the Settlement.

11 12. Within 14 days after Defendant fully funds the Maximum Settlement Amount, the
12 Administrator shall mail checks for all PAGA Representative Service Award, Individual PAGA
13 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel
14 Expenses Payment, and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA
15 Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA
16 Payments.

17 13. The Court directs the Parties and the Settlement Administrator to carry out the terms
18 of the Settlement.

19 14. Under California Code of Civil Procedure section 664.6, the Court retains
20 jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's
21 terms.

22 15. Upon completion of the Settlement, the Administrator will provide written
23 certification of the completion to the Court and counsel for the Parties which shall be filed with
24 the Court on or before _____, 2027 (suggested 15 days prior to compliance
25 hearing). The Court sets a final accounting hearing to assess compliance with this Order and the
26 Settlement Agreement for _____ at _____ a.m./p.m.

1 16. The entire Action will be dismissed, with prejudice, at the final accounting hearing
2 and upon the terms set forth in the Settlement Agreement, assuming full compliance with this Order
3 and the Settlement Agreement by that date.

4 17. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 calendar
5 days after the entry of this Order.

6 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

7
8
9 DATE: _____

JUDGE OF THE SUPERIOR COURT