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11 similarly situated and similarly aggrieved employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

14 Case No.: 24STCV03136

15 CLASS AND REPRESENTATIVE
16 ACTION

17 *[Assigned to Hon. Samantha P. Jessner
18 in Dept. SS-7]*

19 MARIA CRISTINA ANGULO,
20 individually and on behalf of other
21 persons similarly situated and similarly
22 aggrieved employees,

23 Plaintiffs,

24 v.

25 BUENA VIDA LEARNING SERVICES,
26 INC.; JAIME RODRIGUEZ;
27 MAGDALENA MIRANDA; and DOES
28 1 through 50,

Defendants.

**COMPENDIUM OF DECLARATIONS
BY: (1) CHANTAL SOTO-NAJERA; (2)
HAIK HACOPIAN, (3) ZORIK
MOORADIAN, (4) MARIA CRISTINA
ANGULO IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S ENHANCEMENT
AWARD, CLASS COUNSEL
ATTORNEYS' FEES AND COSTS,
SETTLEMENT ADMINISTRATION
COSTS, AND LWDA PAYMENT**

[FILED CONCURRENTLY WITH NOTICE
OF MOTION AND MOTION, AND
[PROPOSED] ORDER]

Date: March 26, 2026

Time: 10:00 a.m.

Dept.: SS-7

Declaration of Chantal Soto-Najera

1 I, Chantal Soto-Najera, declare as follows:

2
3 1. I am a Case Manager for CPT Group, Inc. (“CPT”), the Court-approved class
4 action Settlement Administrator for *Angulo v. Buena Vida Learning Services, Inc.* I have
5 personal knowledge of the facts set forth in this declaration and, if called upon to testify, I could
6 and would testify competently to such facts.

7 2. CPT has extensive experience in providing notice of class actions and
8 administering class action settlements. In the past 30 plus years, we have provided notification
9 and/or settlement administration services in over one thousand class action cases. CPT was
10 selected by both parties to provide notice of the settlement and process exclusions in this action.
11 In this capacity, CPT was charged with administering the settlement terms and conditions
12 detailed herein, including but not limited to:

- 13 a) preparing, translating printing and mailing the Notice of Proposed Class Action
14 Settlement and Hearing Date for Court Approval (herein referred to as “Notice
15 Packet”);
- 16 b) processing undeliverable mail and locating updated addresses for Class Members;
- 17 c) establishing and maintaining a toll-free case hotline where Class Members can speak
18 to case representatives regarding case specific questions;
- 19 d) receiving inquiries and other communications about the settlement;
- 20 e) establishing and maintaining a case email address where Class Members can email
21 with case representatives regarding case specific questions;
- 22 f) establishing a case specific static website with key dates and documents;
- 23 g) processing Class Members’ inquiries about the Notice Packet, and Disputes,
24 Requests for Exclusion, and Objections;
- 25 h) providing Class Counsel and Counsel for Defendant a declaration attesting to the
26 completion of the notice process, in addition to weekly updates during the response
27 period;
- 28

- i) establishing and administering a qualified settlement fund to disburse all settlement payments;
- j) calculating Individual Settlement Payments for each Class Member;
- k) issuing and distributing Class Counsel's Fees and Costs, the Class Representative Service Payment, the LWDA Payment and Individual Settlement Payments to Class Members;
- l) completing any associated tax withholding and reporting to the State and Federal tax authorities;

3. CPT received the Court-approved text for the Notice Packet from Counsel on November 25, 2025.

4. CPT prepared a draft of the Notice Packet for mailing to the Class Members consisting of a 8-page Notice of Proposed Class Action Settlement and Hearing Date for Court Approval in English and Spanish. CPT received approval from the Parties and a sufficient number of Notice Packets were printed according to the anticipated class size. Attached hereto as Exhibit "A" is a true and correct copy of the Notice Packet.

5. On December 11, 2025, CPT received a data file from Defendant containing each Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods. The mailing list contained 759 Class Members, of which 475 are also PAGA eligible as Aggrieved Employees.

6. On December 26, 2025, CPT conducted a National Change of Address (NCOA) search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four years and notifies the U.S. Postal Service of their change of address. As a result of the NCOA, CPT was able to locate 64 new or updated addresses.

7. The Notice Packets were enclosed in envelopes with the names and known addresses printed on them. On December 26, 2025, the Notice Packets were mailed via U.S.

1 First-Class mail to all Class Members. The deadline to submit disputes, requests for exclusion
2 or objections was February 24, 2026.

3 8. As of the date of this declaration, 31 Notice Packets were returned to our office
4 by the U.S. Postal Service as undeliverable and three (3) have been forwarded directly by the
5 Post Office to a forwarding address. CPT performed a Skip Trace on all returned mail with no
6 forwarding address in an attempt to locate a better address using Accurant, one of the most
7 comprehensive databases available. It utilizes hundreds of different databases supplied by
8 credit reporting agencies, public records and a variety of other national databases.

9 9. As of the date of this declaration, 27 Notice Packets were re-mailed during the
10 response period as a result of locating a better address after Skip Trace or a Settlement Class
11 Member made a request. Therefore, there are ultimately seven (7) undeliverable Notices.

12 10. The deadline for Class Members to dispute the number of workweeks used to
13 calculate their settlement shares was February 24, 2026. As of the date of this declaration, there
14 is one (1) outstanding dispute. Per Section 4.4(c) of the Settlement Agreement, if the Settlement
15 Administrator is unable to resolve the dispute to the satisfaction of the Settlement Class
16 Member, the dispute with all supporting evidence will be submitted to the Court for final
17 adjudication at the Final Approval Hearing. Settlement Class Member Joey N. Arvizu submitted
18 a timely dispute concerning the number of workweeks attributed to him during the class period.
19 According to Defendant's records, Mr. Arvizu worked a total of 157 workweeks. Mr. Arvizu
20 contended that he worked 248 workweeks during the relevant period and submitted copies of
21 his pay stubs in support of his position. The Claims Administrator forwarded the supporting
22 documentation to Defendant for review and comparison with its employment records.
23 Following this review, Defendant accepted the dispute. Accordingly, an additional ninety-one
24 (91) workweeks have been credited to Mr. Arvizu, for a revised total of 248 workweeks for
25 settlement purposes.

26 11. The deadline for Class Members to request exclusion from the Settlement was
27 February 24, 2026. As of the date of this declaration, CPT has received three (3) Requests for
28

1 Exclusion. These Requests were submitted by: Arturo Alvarez Hernandez, Pedro Nunez, and
2 Emma Cecilia Nunez Guerra. Therefore, CPT will report that a total of 756 Class Members will
3 be issued an Individual Settlement Payment, which represents a 99.6% participation rate.

4 12. The deadline for Class Members to object to the Settlement was February 24,
5 2026. As of the date of this declaration, CPT has not received any Objections to the Settlement
6 or any portion thereof.

7
8 Pursuant to the Settlement Agreement, the entire Net Settlement Amount was used to
9 calculate the settlement payment amount for each Participating Class Member. The Net
10 Settlement Amount is calculated as set forth below:

11	Gross Settlement Amount	\$1,200,000.00
12	Less Attorneys' Fees (Requested)	- \$400,000.00
13	Less Attorneys' Expenses (Maximum)	- \$20,000.00
14	Less Service Payment to Plaintiff (Requested)	- \$15,000.00
15	Less PAGA Payment to the LWDA	- \$30,000.00
16	Less PAGA Fund to Aggrieved Employees	- \$10,000.00
17	<u>Less Settlement Administration Costs</u>	<u>- \$12,750.00</u>
18		
19	Remaining Net Settlement Amount	\$712,250.00

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21 13. Prior to the deduction of employee-side state and federal taxes, the average
22 settlement payment is estimated to be \$942.13. The highest settlement payment is estimated to
23 be \$2,975.12 and the lowest estimated payment is \$10.98. Plaintiff's estimated settlement
24 payment is \$1,108.81.

25 14. Prior to the deduction of employee-side state and federal taxes, the average
26 PAGA payment is estimated to be \$21.05. The highest PAGA payment is estimated to be
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1 \$30.33 and the lowest estimated payment is \$0.64. Plaintiff's estimated PAGA payment is
2 \$0.00.

3 15. CPT will charge a total of \$12,750.00 in costs associated with the administration
4 of the settlement. This includes all costs incurred to date and costs for all future work on the
5 settlement through final conclusion.

6
7 I declare under penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct and that this declaration is executed this 4th day of March 2026 at
9 Irvine, California.

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11 Chantal Soto-Najera
12 **Chantal Soto-Najera**
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EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Maria Cristina Angulo v. Buena Vida Learning Services, Inc., et al.
Los Angeles County Superior Court Case No. 24STCV03136

As a current or former non-exempt employee who worked for Buena Vida Learning Services, Inc. (“BVLS”) in California at any time from February 5, 2020 through May 7, 2025, you may be entitled to receive money from a proposed class action settlement.

*The California Superior Court, County of Los Angeles authorized this Class Notice.
This is not a solicitation from a lawyer. This is not a lawsuit against you. You have not been sued.*

PLEASE READ THIS CLASS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED BY IT.

- A proposed class and representative action settlement of \$1,200,000 has been reached between Plaintiff Maria Cristina Angulo (“**Plaintiff**” or “**Representative Plaintiff**” or “**Class Representative**”) and Defendant Buena Vida Learning Services, Inc. (“**BVLS**” or “**Defendant**”) on behalf of Settlement Class Members who were employed by BVLS in California at any time from February 5, 2020 through May 7, 2025 (the “**Settlement**”).
- The Settlement resolves the class and representative action lawsuit entitled *Maria Cristina Angulo, individually and on behalf of other persons similarly situated and similarly aggrieved employees, v. Buena Vida Learning Services, Inc., et al.*, Los Angeles County Superior Court Case No. 24STCV03136 (“**Lawsuit**”), wherein Plaintiff alleges various wage and hour violations. The Settlement also avoids the costs and risks from continuing the Lawsuit, pays money to persons like you, and releases BVLS from alleged liability.
- The Court has not made a determination of the validity of the claims in the Lawsuit. BVLS has denied and continues to deny all of the claims and allegations alleged in the Lawsuit and contends that at all relevant times it complied with applicable laws.
- This Settlement will be used to settle claims of all Settlement Class Members. The amount of Settlement Class Members’ individual settlements will be determined by the number of weeks they worked for BVLS (“**Workweeks**”) during the period from February 5, 2020 through May 7, 2025.
- Lawyers for the Settlement Class Members will be asking the Court to award up to \$400,000.00 to be paid out of the settlement (one-third) as attorneys’ fees for investigating the facts, litigating the case, and negotiating the settlement, as well as litigation costs and expenses, not to exceed \$20,000, incurred during the case. They also will ask the Court to approve: (1) a \$15,000 incentive award to Plaintiff Maria Cristina Angulo who assisted in litigating this case for the benefit of all Settlement Class Members; (2) a \$30,000 payment to the California Labor and Workforce Development Agency (“**LWDA**”); and (3) up to a maximum of \$13,000 to the Settlement Administrator for costs incurred in administering this Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	You will automatically receive payment from the Settlement and you will give up any right you may have to sue for alleged violations and related claims released by the Settlement. You get a payment and release your claims. (See Sections 10, 11 and 12, below). If you do not agree with the number of Workweeks presented to you in this Class Notice, you will have until February 24, 2026 to submit any dispute regarding your individual workweek calculations. (See Section 10, below).
You Can Opt-out of the Class Settlement	If you do not want to participate in the settlement you can opt-out. To opt-out, you must submit a written request for exclusion to the Settlement Administrator stating your intent to not be part of the settlement and sign and date the statement. The written statement must be postmarked on or before February 24, 2026. If you opt-out, you will not release any claims against BVLS and you will receive no payment from this settlement, except your share of PAGA civil penalties to the extent you are entitled to them. (See Sections 10 and 13, below).
Participating Settlement Class Members Can Object to the Class Settlement	Any Class Members who do not opt-out (“ Participating Settlement 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 Plaintiff who pursued the Lawsuit on behalf of the Class. You are not

	personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. (See Section 16, below). Your objection must be postmarked on or before February 24, 2026. (See Section 16, below). You may not object if you have opted out.
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BASIC INFORMATION

1. Why did I get this Class Notice package?

The records of BVLS indicate that you were employed by BVLS in California as an non-exempt employee at some point during the period of time from February 5, 2020 through May 7, 2025 (“**Settlement Class**”) (See Section 6, below).

You were sent this Class Notice because you have a right to know about a proposed settlement involving this Lawsuit and about all of your options before the Court decides whether to finally approve the Settlement. If the Court approves the Settlement and after any objections and appeals are resolved, a “**Settlement Administrator**” appointed by the Court will make the payments that the settlement allows. This package explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the California Superior Court for the County of Los Angeles. The person who sued is called the Plaintiff, and the organization and individuals they sued are called the Defendants.

2. What is this Lawsuit about?

On February 5, 2024, Plaintiff Maria Cristina Angulo filed a class action complaint in the Los Angeles County Superior Court (24STCV03136) against Buena Vida Learning Services, Inc., on her own behalf and on behalf of other persons.

On April 2, 2025, the operative First Amended Complaint was filed which asserts the following class causes of action: (1) Failure to Pay Wages Owed; (2) Failure to Provide Meal Periods; (3) Failure to Provide Paid Rest Periods; (4) Failure to Timely Pay Wages; (5) Wage Statement Violations; (6) Waiting Time Violations at Separation; (7) Vacation Time Violations; (8) Mandated Sick Time Violations; (9) Failure to Maintain and/or Produce Employee Records; (10) Failure to Reimburse Business Expenses; (11) Violation of Unfair Business Practices Act; and (12) Penalties Pursuant to Private Attorneys General Act (“PAGA”) in accordance with the required notice communicated by Plaintiff to the LWDA and BVLS.

BVLS has vigorously denied and defended against the allegations in the Lawsuit, asserting that it has paid its employees properly and has no liability for any of the alleged claims under any statute, wage order, common law, or equitable theory.

3. Why is this a class action?

In a class action, one or more people called Class Representatives or Representative Plaintiffs sue on behalf of people who have similar claims. All these people comprise a Class and are referred to as Class Members, except those who decide to exclude themselves from the Class. One court resolves the issues for all Class Members.

4. Why is there a settlement?

Since the Lawsuit was filed, there has been an ongoing investigation, and information exchanged. Plaintiff and BVLS have participated in mediation with a highly respected neutral mediator. Subsequently, after further negotiations, Plaintiff and BVLS reached this Settlement to avoid the cost and risk of further litigation.

The Superior Court of California, County of Los Angeles, has not made a ruling on the merits of Plaintiff’s claims or BVLS’s defenses. However, the Court has preliminarily approved the proposed Settlement. The Court will decide whether to give final approval of the Settlement at the Final Approval hearing scheduled for March 26, 2026 at 10:00 a.m. The Court is located at 312 N. Spring Street, Los Angeles, CA, 90012, in Department SS-7, Judge Samantha P. Jessner presiding.

CLASS NOTICE

PAGE 2 OF 8

QUESTIONS? CALL 1-888-608-0179

The Settlement does not mean that any law was broken. The proposed Settlement is a compromise of disputed claims and does not mean that BVLS violated any laws or is liable for any of the charges made by Plaintiff. BVLS denies all of the legal claims alleged in this Lawsuit, and also asserts that a class action is improper for any purpose other than this Settlement. Plaintiff and Class Counsel believe that this settlement is fair and reasonable and is in the best interest of all Settlement Class Members.

5. What is a class action settlement?

The Court must approve the terms of the Settlement described below as fair and reasonable to the class. Once approved, the Settlement will affect all Settlement Class Members except those who have opted out (*i.e.* those individuals that exclude themselves from this Settlement). This Class Notice explains your legal rights, the terms of the Settlement, what you must do to participate in the Settlement, and the amount of money you may get from the Settlement. Please read this entire Class Notice carefully.

WHO IS IN THE SETTLEMENT?

To see if you will get money from this Settlement, you first have to decide if you are a Settlement Class Member.

6. How do I know if I am a Settlement Class Member?

The parties have agreed, subject to Court approval, that the Settlement Class is made up of the following group:

The **Settlement Class** is defined as:

All current and former non-exempt employees who worked for BVLS in California during the period starting February 5, 2020 through May 7, 2025 (“**Class Period**”).

If you received this Class Notice, you are considered to be a Settlement Class Member.

7. Are there exceptions to being included?

You can elect to be excluded from this Settlement by opting out of this Settlement. If you opt out of this Settlement, you will not be a Settlement Class Member.

8. I’m still not sure if I am a Settlement Class Member. What should I do?

You are receiving this Class Notice because BVLS’s records indicate that you are a Settlement Class Member. If you believe you have received this Class Notice in error, please notify the Settlement Administrator immediately.

If this Class Notice was sent to a different address from where you now reside, you need to contact the Settlement Administrator and provide updated information to ensure that any future correspondence or the settlement payment itself reaches you at your current address.

You do not have to take any action to receive payment under this Settlement.

THE SETTLEMENT BENEFITS—WHAT YOU GET

9. What does the settlement provide?

The Settlement provides that BVLS will pay One Million Two Hundred Thousand Dollars (\$1,200,000) (the “**Settlement Amount**”) to fully resolve the claims being settled and released in the Lawsuit. Pending Court approval, the Settlement Amount will be distributed as follows: (1) to the Settlement Administrator for its costs, up to a maximum of Thirteen Thousand Dollars (\$13,000); (2) to Settlement Class Counsel for their legal fees in the Action, including any work they do in the future, up to a maximum of Four Hundred Thousand Dollars (\$400,000), which is one-third (33 1/3%) of the Settlement Amount; (3) to Settlement Class Counsel for their litigation costs and expenses, up to a maximum of Twenty Thousand Dollars (\$20,000); (4) to Representative Plaintiff Maria Cristina Angulo as a

service award for services she provided on behalf of the Settlement Class, risk of payment of costs in the event there had been an unfavorable outcome in the Action, and stigma, up to a maximum of Fifteen Thousand Dollars (\$15,000); (5) to the California Labor and Workforce Development Agency (“LWDA”), the sum of Thirty Thousand Dollars (\$30,000) as its share of PAGA penalties, (6) the sum of Ten Thousand Dollars (\$10,000) to Aggrieved Employees for their share of PAGA penalties, and (7) the remaining sum, estimated at no less than Seven Hundred Twelve Thousand Dollars (\$712,000) (the “**Net Settlement Amount**”) will be distributed entirely to Settlement Class Members who qualify to receive payment.

The actual and complete terms of the Settlement are set forth in the Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement”) filed with the Court. You can obtain a complete copy of the Settlement Agreement by calling the Settlement Administrator, whose contact information is provided in Section 20, below.

10. How much will my payment be? How do I receive payment?

As a Settlement Class Member, you will automatically receive payment if you do not exclude yourself.

Based on BVLS’s records, your total number of Workweeks during the Class Period is: «SubClass1 Weight».

Your estimated settlement payment based on the number of Workweeks indicated above is: «SubClass1 Amt», less taxes.

Your estimated settlement payment is calculated pursuant to the method set forth below:

Each Settlement Class Member’s estimated share of the Net Settlement Amount shall be determined based on each Settlement Class Member’s number of Workweeks Worked during the applicable Class Period. Each Settlement Class Member’s share of the Net Settlement Amount shall be determined by dividing the Net Settlement Amount by the total number of Workweeks Worked by all Settlement Class Members during the applicable Class Period, to determine the “**Per Workweek Settlement Amount**.”

The amount actually paid to each Participating Settlement Class Member shall be known as the “**Individual Settlement Payment**.” Each Settlement Class Member’s Individual Settlement Amount is determined by multiplying the Per Workweek Settlement Amount by the number of Workweeks Worked by that Settlement Class Member. In the event that any Settlement Class Members opt out of the Settlement, any portion of the Net Settlement Amount that is not claimed shall be paid to Participating Settlement Class Members on a proportional basis determined by the number of Workweeks Worked by each Participating Settlement Class Member.

Taxation of your Individual Settlement Payment will be as follows:

Ten Percent (10%) of each Participating Settlement Class Member’s Individual Settlement Payment shall be apportioned to wages (“Wage Component”). Standard payroll deductions shall be taken from the wage portion. The Settlement Administrator will issue a check and W-2 Form to each Participating Settlement Class Member for the Wage Component.

Ninety Percent (90%) of each Participating Settlement Class Member’s Individual Settlement Payment shall be apportioned to penalties and interest, equally (“Interest and Penalty Component”). No withholding shall be made on the interest and penalty portion. The Settlement Administrator will issue a second check and IRS Form 1099 for the Interest and Penalty Component. Any taxes due on the portion of the Individual Settlement Payment reported on a Form 1099 shall be the responsibility of the individual Participating Settlement Class Member.

The Settlement Administrator shall be responsible for issuing the payments and calculating and withholding all required state and federal taxes.

BVLS will be responsible for paying all employer tax liabilities on the Wage Component separate and apart from the Settlement Amount. BVLS makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members shall not rely on any statement, representation, or calculation by BVLS or by the Settlement Administrator in this regard. Settlement Class Members understand and agree that except for BVLS’s payment of the employer’s portion of any employment and payroll taxes and contributions, Settlement Class Members will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold BVLS free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

What if I believe My Workweeks are Wrong? If you wish to challenge the number of Workweeks shown above, you must provide a written statement stating what you believe to be the correct number of Workweeks you worked during the Class Period. You must also include information and/or documents that support your claim that you worked a different number of Workweeks. BVLS’s records

will control unless you submit documentation that establishes otherwise. If there is a dispute about which information is accurate, the Settlement Administrator will resolve the challenge with the assistance of Class Counsel and Defense Counsel.

Your share of PAGA civil penalties: Please note that if you were employed at any time from July 15, 2023 through May 7, 2025 (“PAGA Period”), you will additionally be entitled to a proportionate share of the \$10,000 allocated to PAGA civil penalties payable to employees. Your share will be reflected by the proportionate number of Workweeks worked by you during the PAGA Period relative to the total number of Workweeks worked by Settlement Class Members during the PAGA Period. Settlement Class Members who are entitled to a PAGA share and who exclude themselves from the Settlement will still be paid their PAGA share under this paragraph. You will be issued a Form 1099 for this payment.

Your estimated PAGA share based on the «PAGAClass Weight» Workweeks you were employed during the PAGA Period indicated above is: «PAGAClass Amb». **You will receive a payment for this sum, even if you exclude yourself from this Settlement.**

11. When would I get my payment?

The Court will hold a hearing on March 26, 2026, to decide whether to approve the Settlement. If the Court approves the Settlement, there may still be appeals after that if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the Settlement, call the Settlement Administrator at 1-888-608-0179. *Please be patient.*

If the Court approves the Settlement and if you do not opt out, your individual payment set forth in Section 10 above is expected to be distributed thereafter.

Uncashed Checks: All checks for Individual Settlement Payments shall remain valid and negotiable for 180 days from the date of their issuance. Any checks not cashed during the 180 day period after distribution shall be void, and the Participating Settlement Class Member’s release set forth herein shall remain valid. After the 180 day period following distribution, all uncashed funds will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law in the name of the Participating Settlement Class Member (sco.ca.gov).

Your payment is expected to be mailed to the address where you received this Class Notice. **If your mailing address changes for any reason, you must promptly notify the Settlement Administrator to ensure that your payment is mailed to your current address.**

12. What am I releasing?

Release As To All Participating Settlement Class Members: Upon the Effective Date (defined below) and funding in full of the Settlement Amount by Defendant, all Settlement Class Members who do not timely opt out of the Settlement (“Participating Settlement Class Members”), including their heirs, assigns, estates, and representatives, shall be deemed to fully forever, irrevocably, and unconditionally release and discharge the Released Parties (defined below) from the Released Claims, which includes the Released Class Claims and Released PAGA Claims, defined below. The Settlement Agreement shall be in full settlement, compromise, release, and discharge of the Released Claims and each of them, and the Released Claims by the Class Representative, and the Released Parties shall have no further liability or obligation to any Class Member and/or the Class Representative with respect to the Released Claims and Class Representative’s Released Claims, except as expressly provided herein.

Release As To All Aggrieved Employees: Upon the Effective Date and funding in full of the Settlement Amount by Defendant, Plaintiff, PAGA Settlement Class Members, and the State of California shall be deemed to fully forever, irrevocably and unconditionally release and discharge the Released Parties from the Released PAGA Claims.

“Released Class Claims” means: any and all claims reasonably related to or arising out of the factual allegations pled in the Operative Complaint in this Action, including all claims made and that could have been made in such pleading reasonably related to or arising out of the factual allegations therein during the Class Period. The Released Claims include but are not limited to claims for any alleged or actual failures to timely, fully, properly, or completely pay any minimum wages, regular wages, overtime premium wages, meal or rest period premium wages, or any and all other wages or compensation owed to the Settlement Class; any and all alleged or actual failures to comply with meal or rest period requirements; any alleged or actual failures to provide proper, accurate, timely, adequately descriptive, or complete wage statements or pay stubs; any and all alleged or actual failures to fully or properly reimburse or indemnify for any and all employment-related expenses; any and all alleged or actual failures to pay all wages, or compensation owed to a fired, quitting, or otherwise departing employee; any and all alleged or actual unfair business practices; any and all alleged or actual failures to pay employees in compliance with Labor Code section 204; any and all alleged or actual violations of Labor Code section 245 et seq.; any and all alleged or actual violations for failure to maintain and/or produce employee records; and any and all alleged or actual failures to

pay any interest or penalties owed as a result of any and all of the foregoing. The Plaintiff and Settlement Class Members will release Defendant and the Released Parties from all remedies that could be claimed in connection with the Released Claims including but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief.

“Released PAGA Claims” means: all claims for civil penalties pursuant to PAGA that are reasonably related to or arising out of the factual allegations in the Operative Complaint in this Action and/or Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period. The Plaintiff and the PAGA Settlement Class will release Defendant and the Released Parties from all remedies that could be claimed in connection with the Released PAGA Claims including but not limited to, statutory penalties, interest, attorneys' fees, and litigation costs.

“Effective Date” means and refers to the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties; (2) the Court has given preliminary approval to the Settlement Agreement; (3) the Class Notice has been sent to Settlement Class Members, providing them with an opportunity to object to the terms of this Settlement Agreement or to opt out of the Settlement; (4) the Court has held a formal fairness hearing and entered a final Order and Judgment certifying the Settlement Class, and approving this Settlement Agreement; and (5) in the event there are written objections filed prior to the final fairness hearing and overruled: (a) if no appeal is taken, then the Effective Date will be 65 calendar days after the entry of the Judgment or (b) if an appeal is taken from the Court's overruling of objections to the settlement, then the Effective Date will be 20 calendar days after the appeal is dismissed or after an appellate decision affirming the Judgment becomes final and non-appealable.

“Released Parties” means: Defendant Buena Vida Learning Services, Inc. and its former and present subsidiaries, affiliates, parents, agents, employees, members, investors, partners, owners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors, assigns, shareholders, owners, members, including but not limited to Jaime Rodriguez and Magdalena Miranda, payroll companies, and any other persons acting by through, under, or in concert with any of them.

HOW YOU OPT OUT

13. How can I opt out of this settlement?

If you do not want to remain a member of the Settlement Class, you may opt out of the class action Settlement by mailing a written request for exclusion to the Settlement Administrator, CPT Group, Inc., postmarked no later than February 24, 2026. The request for exclusion must be submitted in writing in any form you choose but must be signed by you and must include your name, address, telephone number, last four digits of your Social Security number and a statement that you wish to be excluded from the Settlement. If you timely opt out of the Settlement, you will no longer be a member of the Settlement Class and you will be barred from participating in this Settlement. You will not receive any settlement payment if you opt out of this Settlement, except for your share of PAGA civil penalties described in Section 10, above.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

To represent you and other Class Members in this action, the Court has appointed Zorik Mooradian and Haik Hacopian of Mooradian Law, APC. These lawyers are called Class Counsel. They will be compensated from the Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$400,000 to them for attorneys' fees, or one-third (33 1/3%) of the Settlement Amount. The fees will pay Class Counsel for investigating the facts, litigating the case and negotiating and finalizing the settlement. Class Counsel will also ask the Court to award litigation costs and expenses, not to exceed \$20,000. BVLS has agreed not to oppose Class Counsel's application for these fees and costs. The Court may choose to award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

16. How do I tell the Court that I do not like the settlement?

You may appear at the Final Approval Hearing to present any objection you may have to the Settlement, regardless of whether you submit a written objection in advance. You may object to the Settlement either personally or through an attorney. To the extent you wish to submit a written objection, you are strongly encouraged to do so by timely mailing a written notice that you are objecting to the Settlement Administrator (CPT Group, Inc.) postmarked no later than February 24, 2026. If you submit a written objection by the deadline and in compliance with this paragraph, you are not required to appear in person at the Final Approval Hearing for your objection to be considered by the Court. In order for your objection (written or otherwise) to be considered, you must not have opted out. The Final Approval Hearing is presently set for March 26, 2026 at 10:00 a.m. If you have not opted out, you may appear, personally or through an attorney, at the Final Approval Hearing to present your objection directly to the Court. If you wish to file any legal briefs, papers or memoranda in support of your objection, you may provide them to the Settlement Administrator with your written notice that you are objecting or you may file them directly with the Court no later than fifteen (15) days prior to the Final Approval Hearing.

All written objections must be signed and must contain the following information:

- Your name;
- Your address;
- Your telephone number;
- The name of the case (*BVLS Class Action*); and
- A description of your objections.

If you object to the Settlement and if the Court approves the Settlement, you will be bound by the terms of the Settlement Agreement in the same way as a Settlement Class member who does not object. You will also receive a settlement payment, as set forth in Section 10 above.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. If you have submitted a written objection by the deadline and in compliance with this paragraph, you are not required to appear in person at the Final Approval Hearing for your objection to be considered by the Court.

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 10:00 a.m. on March 26, 2026, at the Los Angeles County Superior Court - Spring Street Courthouse, Dept. SS-7, Judge Samantha P. Jessner presiding, 312 N. Spring Street, Los Angeles, CA 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long this decision will take.

The date of the Fairness Hearing may change without formal notice to you and any change will be posted on the Settlement Administrator's general website at www.cptgroupcaseinfo.com/BLVSSettlement, which you should check periodically.

18. Do I have to come to the hearing?

No. Class Counsel will represent the Participating Class Members at the hearing. But you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

Should you choose to appear at the Fairness Hearing, you may appear remotely. To do so, you may arrange a Zoom appearance, instructions for which are available at the Court website (<https://my.lacourt.org/laccwelcome>). You may need to download the necessary application/program and pass technical validations for your hardware.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will receive your settlement payment. As set forth in Section 12 above, you will remain a member of the Settlement Class and will be bound by all the terms of the Settlement Agreement, including the Release of Claims.

GETTING MORE INFORMATION

20. Are there more details about the settlement?

This Class Notice summarizes the proposed Settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. If you would like a complete copy of the Settlement Agreement, please contact Settlement Class Counsel. You may also go to the LASC website at <https://www.lacourt.org/paos/v2public/DocumentImages/> and enter the case number (24STCV03136) to electronically access all publicly filed documents in the Lawsuit. Please note that fees may be charged for retrieval of any documents. You may also access important case documents, including the Final Judgment if the Court grants final approval, on the Settlement Administrator's website at www.cptgroupcaseinfo.com/BLVSSettlement.

THE SETTLEMENT ADMINISTRATOR FOR THE SETTLEMENT IS:	SETTLEMENT CLASS COUNSEL	ATTORNEYS FOR DEFENDANT BUENA VIDA LEARNING SERVICES, INC. ("DEFENSE COUNSEL")
Angulo v. Buena Vida Learning Services, Inc. c/o CPT Group, Inc. PO Box 19504 Irvine, CA 92623 Phone: 1-888-608-0179 Fax: (949) 419-3446 www.cptgroupcaseinfo.com/BLVSSettlement	Zorik Mooradian zorik@mooradianlaw.com Haik Hacopian haik@mooradianlaw.com Mooradian Law, APC 24007 Ventura Blvd., Suite 210 Calabasas, California 91302 Telephone: (818) 487-1998 Facsimile: (888) 783-1030	Camilo Echavarria CamiloEchavarria@dwt.com Evelyn Wang EvelynWang@dwt.com Frances J. Choi FrancesChoi@dwt.com DAVIS WRIGHT TREMAINE LLP 350 South Grand Avenue, 27th Floor Los Angeles, California 90071 Telephone: (213) 633-6800 Fax: (213) 633-6899 Lawrence Segal lawrence@legalsegal.com Andrew Shupe andrew@legalsegal.com Tabitha Chan tabitha@legalsegal.com SEGAL LAW GROUP 9100 Wilshire Boulevard, Suite 616E Beverly Hills, California 90212-3557 Telephone: (310) 550-4840 Fax: (310) 550-4848

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR BVLS WITH INQUIRIES.

The statements in this document are not findings by a court of law. These statements are not an expression of opinion or approval by a judge. This Notice is based only on statements by the Parties to this Lawsuit. You received this Notice to help you decide what steps, if any, to take about this Lawsuit.

AVISO DEL ACUERDO PROPUESTO DE DEMANDA COLECTIVA Y LA FECHA DE LA AUDIENCIA PARA LA APROBACIÓN DE LA CORTE

Maria Cristina Angulo v. Buena Vida Learning Services, Inc., et al.
Caso No. 24STCV03136 de la Corte Superior del Condado de Los Ángeles

Como un empleado no exento, actual o anterior, que trabajó para Buena Vida Learning Services, Inc. (“BVLS,” por sus siglas en inglés) en California en cualquier momento entre el 5 de febrero del 2020 hasta el 7 de mayo del 2025, usted puede tener derecho a recibir dinero de un acuerdo propuesto de demanda colectiva.

*La Corte Superior de California, Condado de Los Ángeles, autorizó este Aviso de la Clase.
Esto no es una solicitud de un abogado. Esto no es una demanda en contra de usted. Usted no ha sido demandado.*

**POR FAVOR, LEA ESTE AVISO DE LA CLASE CUIDADOSAMENTE.
SUS DERECHOS LEGALES ESTÁN AFECTADOS POR ÉL.**

- Se ha alcanzado un acuerdo propuesto de demanda colectiva y acción representativa de \$1,200,000 entre la Demandante Maria Cristina Angulo (“**Demandante**” o “**Demandante Representativa**” o “**Representante de la Clase**”) y el Demandado Buena Vida Learning Services, Inc. (“**BVLS**” o “**Demandado**”) en nombre de los Miembros de la Clase del Acuerdo que fueron empleados por BVLS en California en cualquier momento desde el 5 de febrero del 2020 hasta el 7 de mayo del 2025 (el “Acuerdo”).
- El Acuerdo resuelve la demanda colectiva y representativa titulada “*Maria Cristina Angulo, individually and on behalf of other persons similarly situated and similarly aggrieved employees, v. Buena Vida Learning Services, Inc., et al.,*” Caso No. 24STCV03136 de la Corte Superior del Condado de Los Ángeles (“**Demanda**”), en la que la Demandante alega varias violaciones de salarios y horas. El Acuerdo también evita los costos y riesgos de continuar con la Demanda, paga dinero a personas como usted y libera a BVLS de la supuesta responsabilidad.
- La Corte no ha decidido sobre la validez de los reclamos en la Demanda. BVLS ha negado y sigue negando todos los reclamos y alegaciones alegados en la Demanda y sostiene que en todo momento relevante cumplió con las leyes aplicables.
- Este Acuerdo se utilizará para resolver los reclamos de todos los Miembros de la Clase del Acuerdo. La cantidad de los acuerdos individuales de los Miembros de la Clase del Acuerdo se determinará por el número de semanas que trabajaron para BVLS (“**Semanas de Trabajo**”) durante el período desde el 5 de febrero del 2020 hasta el 7 de mayo del 2025.
- Los abogados de los Miembros de la Clase del Acuerdo le pedirán a la Corte que les conceda hasta \$400,000.00 que se pagarán del acuerdo (un tercio) como honorarios de abogados por investigar los hechos, litigar el caso y negociar el acuerdo, así como los costos y gastos del litigio, que no excedan los \$20,000, incurridos durante el caso. Ellos también le pedirán a la Corte que apruebe: (1) una adjudicación incentiva de \$15,000 a la Demandante Maria Cristina Angulo, quien asistió en litigar este caso para el beneficio de todos los Miembros de la Clase del Acuerdo; (2) un pago de \$30,000 a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“**LWDA**,” por sus siglas en inglés); y (3) hasta un máximo de \$13,000 al Administrador del Acuerdo por los costos incurridos en la administración de este Acuerdo.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

Usted No Tiene Que Hacer Nada Para Participar en el Acuerdo	Usted recibirá automáticamente el pago del Acuerdo y renunciará a cualquier derecho que pueda tener para demandar por las presuntas violaciones y reclamos relacionados liberados por el Acuerdo. Usted recibe un pago y libera sus reclamos. (<i>Ver las secciones 10, 11 y 12, a continuación</i>). Si usted no está de acuerdo con el número de Semanas de Trabajo que se le presenta en este Aviso de la Clase, usted tendrá hasta el 24 de febrero del 2026 para presentar cualquier disputa relacionada con sus cálculos individuales de semanas de trabajo. (<i>Ver la Sección 10, a continuación</i>).
Usted Puede Optar por Excluirse del Acuerdo de la Clase	Si usted no desea participar en el acuerdo, puede optar por excluirse. Para excluirse, usted debe presentar una solicitud escrita de exclusión al Administrador del Acuerdo indicando su intención de no formar parte del acuerdo y firmar y fechar la declaración. La declaración escrita debe tener el sello postal en o antes del 24 de febrero de 2026. Si se excluye, usted no liberará ningún reclamo en contra de BVLS y no recibirá ningún pago de este acuerdo, excepto su parte de las sanciones civiles de PAGA en la medida en que tenga derecho a ellas. (<i>Ver las Secciones 10 y 13, a continuación</i>).
Los Miembros Participantes de la Clase del Acuerdo Pueden Objetar al Acuerdo de la Clase	Cualquier Miembro de la Clase que no se excluya (“ Miembros Participantes de la Clase del Acuerdo ”) puede objetar a cualquier aspecto del Acuerdo Propuesto. La decisión de la Corte sobre si aprueba definitivamente el Acuerdo incluirá una determinación de cuánto se pagará a los Abogados de la Clase y al Demandante que presentó la Demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase

AVISO DE LA CLASE

PÁGINA 1 DE 8

¿PREGUNTAS? LLAME AL 1-888-608-0179

	o al Demandante, pero cada dólar pagado a los Abogados de la Clase y al Demandante reduce la cantidad total pagada a los Miembros Participantes de la Clase. Usted puede objetar a las cantidades solicitadas por los Abogados de la Clase o la Demandante si considera que no son razonables. (Ver la Sección 16, a continuación). Su objeción debe tener el sello postal en o antes del 24 de febrero del 2026. (Ver la Sección 16, a continuación).
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INFORMACIÓN BÁSICA

1. ¿Por qué recibí este paquete del Aviso de la Clase?

Los registros de BVLS indican que usted fue empleado por BVLS en California como un empleado no exento en algún momento durante el período de tiempo desde el 5 de febrero del 2020 hasta el 7 de mayo del 2025 (“Clase del Acuerdo”) (Ver la Sección 6, a continuación).

Se le envió este Aviso de la Clase porque usted tiene derecho a saber sobre el acuerdo propuesto que involucra esta Demanda y sobre todas sus opciones antes de que la Corte decida si aprueba finalmente el Acuerdo. Si la Corte aprueba el Acuerdo y después de que se resuelvan las objeciones y apelaciones, un “**Administrador del Acuerdo**” asignado por la Corte hará los pagos que el acuerdo permite. Este paquete explica la Demanda, el Acuerdo, sus derechos legales, cuáles beneficios están disponibles, quiénes son elegibles para recibirlos y cómo obtenerlos.

La Corte encargada de este caso es la Corte Superior de California para el Condado de Los Ángeles. La persona que presentó la demanda se llama la Demandante, y la organización y los individuos a los que demandó se llaman los Demandados.

2. ¿De qué se trata esta Demanda?

El 5 de febrero del 2024, la Demandante Maria Cristina Angulo presentó una demanda colectiva en la Corte Superior del Condado de Los Ángeles (24STCV03136) en contra de Buena Vida Learning Services, Inc., en su propio nombre y en nombre de otras personas.

El 2 de abril del 2025, la Primera Demanda Enmendada operativa fue presentada, la cual afirma las siguientes causas de acción de la clase: (1) No Pagar los Salarios Adeudados; (2) No Proporcionar los Períodos de Comida; (3) No Proporcionar los Períodos de Descanso Pagados; (4) No Pagar Oportunamente los Salarios; (5) Violaciones de las Declaraciones Salariales; (6) Violaciones del Tiempo de Espera en el Momento de la Separación del Empleo; (7) Violaciones del Tiempo de Vacaciones; (8) Violaciones del Tiempo de Permiso por Enfermedad Obligatorio; (9) No Mantener y/o Presentar Registros de Empleados; (10) No Reembolsar Gastos Comerciales; (11) Violación de la Ley de Prácticas Comerciales Desleales; y (12) Sanciones de Conformidad con la Ley General de Abogados Privados (“PAGA,” por sus siglas en inglés) de acuerdo con el aviso requerido comunicado por la Demandante a la LWDA y BVLS.

BVLS ha negado enérgicamente y se ha defendido en contra de las alegaciones en la Demanda, afirmando que ha pagado a sus empleados adecuadamente y que no tiene ninguna responsabilidad por ninguno de los supuestos reclamos conforme a ninguna ley, orden salarial, derecho consuetudinario o teoría equitativa.

3. ¿Por qué es esto una demanda colectiva?

En una demanda colectiva, una o más personas llamadas Representantes de la Clase o Demandantes Representativos demandan en nombre de personas que tienen reclamos similares. Todas estas personas forman parte de una Clase y se conocen como los Miembros de la Clase, excepto aquellas que deciden excluirse de la Clase. Una corte resuelve los asuntos para todos los Miembros de la Clase.

4. ¿Por qué hay un acuerdo?

Desde que se presentó la Demanda, se ha llevado a cabo una investigación y se ha intercambiado información. La Demandante y BVLS han participado en una mediación con un mediador neutral muy respetado. Posteriormente, después de más negociaciones, la Demandante y BVLS llegaron a este Acuerdo para evitar el costo y el riesgo de más litigios.

La Corte Superior de California, Condado de Los Ángeles, no ha tomado una decisión sobre los méritos de los reclamos de la Demandante o las defensas de BVLS. Sin embargo, la Corte ha aprobado preliminarmente el Acuerdo propuesto. La Corte decidirá si aprueba finalmente el Acuerdo en la audiencia de Aprobación Final programada para el 26 de marzo del 2026 a las 10:00 a.m. La Corte está ubicada en 312 N. Spring Street, Los Ángeles, CA, 90012, en el Departamento SS-7, presidida por la Jueza Samantha P. Jessner.

AVISO DE LA CLASE

PÁGINA 2 DE 8

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El Acuerdo no significa que alguna ley ha sido infringida. El Acuerdo propuesto es un compromiso de los reclamos disputados y no significa que BVLS violó alguna ley o es responsable de alguno de los cargos presentados por la Demandante. BVLS niega todos los reclamos legales alegados en esta Demanda, y también afirma que una demanda colectiva no es apropiada para ningún propósito que no sea este Acuerdo. La Demandante y los Abogados de la Clase creen que este acuerdo es justo y razonable y que es en el mejor interés de todos los Miembros de la Clase del Acuerdo.

5. ¿Qué es un acuerdo de demanda colectiva?

La Corte debe aprobar los términos del Acuerdo descritos a continuación como justos y razonables para la clase. Una vez aprobado, el Acuerdo afectará a todos los Miembros de la Clase del Acuerdo, excepto a aquellos que hayan optado por excluirse (*es decir*, aquellos individuos que se excluyen de este Acuerdo). Este Aviso de Clase explica sus derechos legales, los términos del Acuerdo, lo que debe hacer para participar en el Acuerdo y la cantidad de dinero que usted puede obtener del Acuerdo. Por favor lea este Aviso de la Clase cuidadosamente.

¿QUIÉN ESTÁ EN EL ACUERDO?

Para ver si recibirá dinero de este Acuerdo, primero tiene que decidir si es un Miembro de la Clase del Acuerdo.

6. ¿Cómo sé si soy un Miembro de la Clase del Acuerdo?

Las partes han acordado, sujeto a la aprobación de la Corte, que la Clase del Acuerdo está compuesta por el siguiente grupo:

La **Clase del Acuerdo** se define como:

Todos los empleados no exentos actuales y anteriores que trabajaron para BVLS en California durante el período iniciado el 5 de febrero del 2020 y finalizado el 7 de mayo del 2025 (“**Período de la Clase**”).

Si usted recibió este Aviso de la Clase, usted se considera un Miembro de la Clase del Acuerdo.

7. ¿Hay excepciones al ser incluido?

Usted puede optar por excluirse de este Acuerdo optando por excluirse de este Acuerdo. Si opta por excluirse de este Acuerdo, usted no será un Miembro de la Clase del Acuerdo.

8. Todavía no estoy seguro si soy un Miembro de la Clase del Acuerdo. ¿Qué debo hacer?

Usted está recibiendo este Aviso de la Clase porque los registros de BVLS indican que usted es un Miembro de la Clase del Acuerdo. Si cree que ha recibido este Aviso de la Clase por error, por favor notifique inmediatamente al Administrador del Acuerdo.

Si este Aviso de la Clase se envió a una dirección diferente a la que reside actualmente, usted necesita comunicarse con el Administrador del Acuerdo y proporcionar información actualizada para garantizar que cualquier correspondencia futura o el pago del acuerdo le lleguen a su dirección actual.

Usted no tiene que hacer nada para recibir el pago conforme a este Acuerdo.

LOS BENEFICIOS DEL ACUERDO—LO QUE USTED OBTIENE

9. ¿Qué proporcione el acuerdo?

El Acuerdo dispone que BVLS pagará un Millón Doscientos Mil Dólares (\$1,200,000) (la “**Cantidad del Acuerdo**”) para resolver completamente los reclamos que se están resolviendo y liberando en la Demanda. Pendiente de la aprobación de la Corte, la Cantidad del Acuerdo se distribuirá de la siguiente manera: (1) al Administrador del Acuerdo por sus costos, hasta un máximo de Trece Mil Dólares (\$13,000); (2) a los Abogados de la Clase del Acuerdo para sus honorarios legales en la Demanda, incluyendo cualquier trabajo que realicen en el futuro, hasta un máximo de Cuatrocientos Mil Dólares (\$400,000), que es un tercio (33 1/3%) de la Cantidad del Acuerdo; (3) a los Abogados de la Clase del Acuerdo por sus costos y gastos del litigio, hasta un máximo de Veinte Mil Dólares (\$20,000); (4) a la Demandante Representativa Maria Cristina Angulo, como una adjudicación de servicios por los servicios proporcionados en nombre de la Clase del Acuerdo, el riesgo de pago de los costos en caso de que hubiera habido un resultado desfavorable en la Demanda, y el estigma, hasta un máximo de Quince Mil Dólares (\$15,000); (5) a la Agencia de Trabajo y Desarrollo de

la Fuerza Laboral de California (“LWDA,” por sus siglas en inglés), la suma de Treinta Mil Dólares (\$30,000) como su parte de las sanciones de la PAGA, (6) la suma de Diez Mil Dólares (\$10,000) a los Empleados Agraviados por su parte de las sanciones de la PAGA, y (7) la suma restante, estimada en no menos de Setecientos Doce Mil Dólares (\$712,000) (la “**Cantidad Neta del Acuerdo**”), se distribuirá en su totalidad entre los Miembros de la Clase del Acuerdo que califiquen para recibir el pago.

Los términos actuales y completos del Acuerdo se establecen en la Estipulación Conjunta Enmendada de la Demanda Colectiva y el Acuerdo de PAGA (“Resolución del Acuerdo”) presentada con la Corte. Usted puede obtener una copia completa de la Resolución del Acuerdo llamando al Administrador del Acuerdo, cuya información de contacto se proporciona en la Sección 20, a continuación.

10. ¿De cuánto será mi pago? ¿Cómo recibiré el pago?

Como un Miembro de la Clase del Acuerdo, usted recibirá automáticamente el pago si no se excluye.

Según los registros de BVLS, el número total de Semanas de Trabajo durante el Periodo de la Clase es: «SubClass1_Weight».

Su pago estimado del acuerdo, basado en el número de Semanas de Trabajo indicado anteriormente, es: «SubClass1_Amt», menos los impuestos.

El pago estimado de la liquidación se calcula de conformidad con el método que se establece a continuación:

La parte estimada de cada Miembro de la Clase del Acuerdo de la Cantidad Neta del Acuerdo se determinará sobre la base del número de Semanas de Trabajo trabajadas por cada Miembro de la Clase del Acuerdo durante el Periodo de la Clase correspondiente. La parte de cada Miembro de la Clase del Acuerdo de la Cantidad Neta del Acuerdo se determinará dividiendo la Cantidad Neta del Acuerdo por el número total de Semanas de Trabajo trabajadas por todos los Miembros de la Clase del Acuerdo durante el Periodo de la Clase correspondiente, para determinar la “**Cantidad del Acuerdo por cada Semana de Trabajo**.”

La cantidad realmente pagada a cada Miembro Participante de la Clase del Acuerdo será conocida como el “**Pago Individual del Acuerdo**.” La Cantidad Individual del Acuerdo de cada Miembro de la Clase del Acuerdo se determina multiplicando la Cantidad del Acuerdo Por Semana de Trabajo por el número de Semanas de Trabajo Trabajadas por ese Miembro de la Clase del Acuerdo. En caso de que algún Miembro de la Clase del Acuerdo opte por excluirse del Acuerdo, cualquier porción de la Cantidad Neta del Acuerdo que no sea reclamada se pagará a los Miembros Participantes de la Clase del Acuerdo de forma proporcional, según el número de Semanas de Trabajo Trabajadas por cada Miembro Participante de la Clase del Acuerdo.

La tributación de su Pago Individual del Acuerdo será la siguiente:

El diez por ciento (10%) de cada Pago Individual del Acuerdo de cada Miembro Participante de la Clase del Acuerdo se asignará a los salarios (“Componente Salarial”). Las deducciones estándar de la nómina se tomarán de la porción salarial. El Administrador del Acuerdo emitirá un cheque y una Forma W-2 a cada Miembro Participante de la Clase del Acuerdo por el Componente Salarial.

El Noventa Por Ciento (90%) de cada Pago Individual del Acuerdo de cada Miembro Participante de la Clase del Acuerdo se distribuirá a partes iguales entre sanciones e intereses (“Componente de Intereses y Sanciones”). No se realizará ninguna retención sobre la porción de intereses y sanciones. El Administrador del Acuerdo emitirá un segundo cheque y la Forma 1099 del IRS para el Componente de Intereses y Sanciones. Cualquier impuesto adeudado sobre la porción del Pago Individual del Acuerdo reportado en la Forma 1099 será responsabilidad del Miembro Participante de la Clase del Acuerdo individual.

El Administrador del Acuerdo será responsable de emitir los pagos y calcular y retener todos los impuestos estatales y federales requeridos.

BVLS será responsable de pagar todas las obligaciones fiscales del empleador sobre el Componente Salarial, por separado y aparte de la Cantidad del Acuerdo. BVLS no realiza ninguna declaración con respecto al tratamiento fiscal o al efecto legal de los pagos exigidos por el presente, y los Miembros de la Clase del Acuerdo no deberán basarse en ninguna declaración, representación o cálculo de BVLS o del Administrador del Acuerdo en este sentido. Los Miembros de la Clase del Acuerdo entienden y aceptan que, con excepción del pago de BVLS de la porción del empleador de cualquier impuesto y contribución sobre el empleo y la nómina, los Miembros de la Clase del Acuerdo serán los únicos responsables del pago de cualquier impuesto y sanción que se aplique a los pagos descritos en el presente documento y defenderán, indemnizarán y eximirán a BVLS de y contra cualquier reclamo que resulte del tratamiento de dichos pagos como daños no sujetos a impuestos.

¿Qué sucede si considero que mis Semanas de Trabajo No Son Correctas? Si usted desea disputar el número de Semanas de Trabajo indicado anteriormente, usted debe presentar una declaración escrita indicando cuál cree que es el número correcto de Semanas de Trabajo que trabajó durante el Periodo de la Clase. Usted también debe incluir información y/o documentos que apoyen su reclamo de que trabajó un número diferente de Semanas de Trabajo. Los registros de BVLS regirán a menos de que usted presente documentación que demuestre lo contrario. Si hay alguna disputa sobre cuál información es correcta, el Administrador del Acuerdo resolverá la disputa con la ayuda de los Abogados de la Clase y los Abogados de la Defensa.

Su parte de las sanciones civiles de PAGA: Por favor, tenga en cuenta que si estuvo empleado en cualquier momento desde el 15 de julio del 2023 hasta el 7 de mayo del 2025 (“**Período de PAGA**”), usted tendrá derecho adicionalmente a una parte proporcional de los \$10,000 asignados a las sanciones civiles de PAGA que se pagarán a los empleados. Su parte se reflejará por el número proporcional de Semanas de Trabajo que haya trabajado durante el Período de PAGA en relación con el número total de Semanas de Trabajo trabajadas por los Miembros de la Clase del Acuerdo durante el Período de PAGA. Los Miembros de la Clase del Acuerdo que tengan derecho a una parte de PAGA y que se excluyan del Acuerdo seguirán recibiendo su parte de PAGA conforme a este párrafo. Se le emitirá una Forma 1099 para este pago.

Su parte estimada de PAGA basada en las «**PAGAClass Weight**» Semanas de Trabajo que estuvo empleado durante el Período de PAGA indicado anteriormente es: «**PAGAClass Amb**». **Usted recibirá un pago por esta suma, aún si se excluye de este Acuerdo.**

11. ¿Cuándo recibiré mi pago?

La Corte llevará a cabo una audiencia el 26 de marzo del 2026 para decidir si aprueba el Acuerdo. Si la Corte aprueba el Acuerdo, aún puede haber apelaciones después de eso si alguien objeta. Siempre es incierto cuándo se pueden resolver estas objeciones y apelaciones, y resolverlas puede tardar tiempo. Para verificar el progreso del Acuerdo, llame al Administrador del Acuerdo al 1-888-608-0179. *Por favor, tenga paciencia.*

Si la Corte aprueba el Acuerdo y usted no opta por excluirse, su pago individual establecido en la Sección 10 anterior se espera que sea distribuido posteriormente.

Cheques No Cobrados: Todos los cheques para los Pagos Individuales del Acuerdo seguirán siendo válidos y negociables por 180 días a partir de la fecha de su emisión. Cualquiera de los cheques que no se hayan sido cobrados durante el período de 180 días después de la distribución serán nulos, y la liberación del Miembro Participante de la Clase del Acuerdo establecida en el presente documento seguirá siendo válida. Después del período de 180 días después de la distribución, todos los fondos no cobrados se enviarán al Controlador del Estado de California para que se mantengan de conformidad con la Ley de Propiedad No Reclamada en nombre del Miembro Participante de la Clase del Acuerdo (sco.ca.gov).

Se espera que su pago se envíe por correo a la dirección donde recibió este Aviso de la Clase. **Si su dirección postal cambia por cualquier motivo, usted debe notificarlo inmediatamente al Administrador del Acuerdo para garantizar que su pago se envíe por correo a su dirección actual.**

12. ¿Qué estoy liberando?

Liberación Con Respecto a Todos los Miembros Participantes de la Clase del Acuerdo: A partir de la Fecha Efectiva (definida a continuación) y una vez que el Demandado haya financiado completamente la Cantidad del Acuerdo, todos los Miembros de la Clase del Acuerdo que no se hayan excluido oportunamente del Acuerdo (“Miembros Participantes de la Clase del Acuerdo”), incluyendo sus herederos, cesionarios, patrimonios y representantes, se considerarán que liberan y eximen de manera completa, irrevocable e incondicional a las Partes Liberadas (definidas a continuación) de los Reclamos Liberados, que incluyen los Reclamos Liberados de la Clase y los Reclamos Liberados de PAGA, definidos a continuación. La Resolución del Acuerdo será un acuerdo completo, compromiso, liberación y exoneración de los Reclamos Liberados y cada uno de ellos, y los Reclamos Liberados por el Representante de la Clase, y las Partes Liberadas no tendrán ninguna otra responsabilidad u obligación ante ningún Miembro de la Clase y/o el Representante de la Clase con respecto a los Reclamos Liberados y los Reclamos Liberados del Representante de la Clase, excepto lo expresamente dispuesto en el presente documento.

Liberación Con Respecto a Todos los Empleados Agraviados: A partir de la Fecha Efectiva y una vez que el Demandado haya financiado completamente la Cantidad del Acuerdo, se considerará que la Demandante, los Miembros de la Clase del Acuerdo de PAGA y el Estado de California liberan y eximen de manera completa, irrevocable e incondicional a las Partes Liberadas de los Reclamos Liberados de PAGA.

“**Reclamos Liberados de la Clase**” significa: cualquiera y todos los reclamos razonablemente relacionados con o que surjan de las alegaciones de hecho presentadas en la Demanda Operativa en esta Demanda, incluyendo todos los reclamos presentados y que podrían haberse presentado en dicha demanda razonablemente relacionados con o que surjan de las alegaciones de hecho contenidas en la misma durante el Período de la Clase. Los Reclamos Liberados incluyen, pero no son limitados a, los reclamos por cualquier supuesto o real falta de pagar de manera oportuna, completa, adecuada o completa cualquier salario mínimo, salario regular, salarios de las horas extras, salarios de las primas de los períodos de comida o de descanso, o cualquier y otros salarios o compensaciones adeudados a la Clase del Acuerdo; cualquier y todo incumplimiento alegado o real de los requisitos relativos a las comidas o los períodos de descanso; cualquier incumplimiento alegado o real de la obligación de proporcionar nóminas o recibos de sueldo adecuados, precisos, puntuales, suficientemente descriptivos o completos; cualquier y toda supuesta o real falta de reembolso o indemnización total o adecuada por cualquiera y todos los gastos relacionados con el empleo; cualquiera y toda supuesta o real falta de pagar todos los salarios o compensaciones adeudados a un empleado despedido, resignado o que haya abandonado el empleo por cualquier otro motivo; cualquiera y todas las prácticas comerciales desleales, presuntas o reales; cualquiera y todas las faltas de pagar a los empleados, presuntas o reales, en cumplimiento de la sección 204 del Código Laboral; cualquiera y todas las violaciones, presuntas o reales, de la sección 245 y siguientes del Código Laboral; cualquiera y todas las violaciones, presuntas o reales, por no mantener y/o presentar los registros de los empleados; y cualquiera y todas las faltas de pagar los intereses o multas adeudados como resultado de cualquiera y todas las anteriores. LA Demandante y los Miembros de la Clase del Acuerdo

liberarán al Demandado y a las Partes Liberadas de todas las indemnizaciones que podrían reclamarse en relación con los Reclamos Liberados, incluyendo, pero no limitado a, daños legales, constitucionales, contractuales, costos no pagados, sanciones, daños punitivos, intereses, honorarios de abogados, costos de litigio, restitución y compensación equitativa.

“**Reclamos Liberados de PAGA**” significa: todos los reclamos por sanciones civiles de conformidad con la PAGA que estén razonablemente relacionados con o que surjan de las alegaciones de hecho en la Demanda Operativa en esta Demanda y/o el aviso de la PAGA de la Demandante a la LWDA que ocurrió durante el Período de la PAGA. La Demandante y la Clase del Acuerdo de PAGA liberarán al Demandado y a las Partes Liberadas de todas las indemnizaciones que podrían reclamarse en relación con los Reclamos Liberados de PAGA, incluyendo, pero no limitado a, las sanciones legales, intereses, honorarios de abogados y costos de litigio.

“**Fecha Efectiva**” significa y se refiere a la fecha en la que todos los siguientes eventos hayan ocurrido: (1) la Resolución del Acuerdo haya sido ejecutada por todas las Partes; (2) la Corte haya dado su aprobación preliminar a la Resolución del Acuerdo; (3) el Aviso de la Clase haya sido enviado a los Miembros de la Clase del Acuerdo, proporcionándoles la oportunidad de objetar a los términos de esta Resolución del Acuerdo o de optar por no participar en el Acuerdo; (4) la Corte ha llevado a cabo una audiencia de equidad formal y ha dictado una Orden y Sentencia definitiva que certifica a la Clase del Acuerdo y aprueba esta Resolución del Acuerdo; y (5) en caso de que se presenten objeciones escritas antes de la audiencia de equidad final y estas sean desestimadas: (a) si no se presenta una apelación, la fecha efectiva será 65 días naturales después de la emisión de la sentencia o (b) si se presenta una apelación contra la desestimación por parte de la Corte de las objeciones al acuerdo, entonces la fecha efectiva será 20 días naturales después de que se desestime la apelación o después de que la decisión de apelación que confirma la sentencia sea definitiva e inapelable.

“**Partes Liberadas**” significa: El Demandado Buena Vida Learning Services, Inc. y sus anteriores y actuales subsidiarias, afiliadas, matrices, agentes, empleados, miembros, inversores, socios, propietarios, directores, funcionarios, abogados, fideicomisarios, aseguradoras, representantes, predecesores, sucesores, cesionarios, accionistas, propietarios, miembros, incluyendo, pero no limitado a Jaime Rodriguez y Magdalena Miranda, empresas de nómina, y cualquier otra persona que actúe a través de, bajo o en concierto con cualquiera de ellos.

CÓMO EXCLUIRSE

13. ¿Cómo puedo excluirme de este acuerdo?

Si no desea seguir siendo un miembro de la Clase del Acuerdo, usted puede optar por excluirse del Acuerdo de la demanda colectiva enviando por correo una solicitud escrita de exclusión al Administrador del Acuerdo, CPT Group, Inc., con el sello postal a no más tardar el 24 de febrero del 2026. La solicitud de exclusión debe ser presentada por escrito en cualquier forma que usted elija, pero debe estar firmada por usted e incluir su nombre, dirección, número de teléfono, los últimos cuatro dígitos de su número de Seguro Social y una declaración de que desea ser excluido del Acuerdo. Si usted opta por excluirse del Acuerdo oportunamente, ya no será un miembro de la Clase del Acuerdo y ya no podrá participar en este Acuerdo. Usted no recibirá ningún pago del acuerdo si opta por excluirse de este Acuerdo, excepto su parte de las sanciones civiles de la PAGA descritas en la Sección 10, anteriormente.

LOS ABOGADOS QUE LO REPRESENTAN

14. ¿Tengo un abogado en este caso?

Para representarle a usted y a otros Miembros de la Clase en esta demanda, la Corte ha designado a Zorik Mooradian y Haik Hacopian, de Mooradian Law, APC. Estos abogados se llaman los Abogados de la Clase. Ellos serán compensados de la Cantidad del Acuerdo, tal como se discute en este Aviso de la Clase. Si usted desea ser representado por su propio abogado, puede contratar uno por su propia cuenta.

15. ¿Cómo serán pagados los abogados?

Los Abogados de la Clase le pedirán a la Corte que apruebe el pago de hasta \$400,000 para sus honorarios, o un tercio (33 1/3%) de la Cantidad del Acuerdo. Los honorarios pagarán a los Abogados de la Clase por investigar los hechos, litigar el caso y negociar y finalizar el acuerdo. Los Abogados de la Clase también le pedirán a la Corte que les paguen los costos y gastos del litigio, que no excedan de \$20,000. BVLS ha aceptado no objetar la solicitud de los Abogados de la Clase por estos honorarios y costos. La Corte puede decidir pagar menos de la cantidad solicitada por los Abogados de la Clase.

OBJETAR AL ACUERDO

Usted puede decirle a la Corte que no está de acuerdo con el acuerdo o con alguna parte del mismo.

AVISO DE LA CLASE

PÁGINA 6 DE 8

¿PREGUNTAS? LLAME AL 1-888-608-0179

16. ¿Cómo le digo a la Corte que no me gusta el acuerdo?

Usted puede comparecer en la Audiencia de Aprobación Final para presentar cualquier objeción que pueda tener al Acuerdo, sin importar si presenta una objeción por escrito por adelantado. Usted puede objetar al Acuerdo personalmente o a través de un abogado. Si desea presentar una objeción escrita, le recomendamos encarecidamente que lo haga enviando por correo un aviso escrito de que se opone al Acuerdo al Administrador del Acuerdo (CPT Group, Inc.) con el sello postal a no más tardar el 24 de febrero del 2026. Si usted presenta una objeción escrita dentro del plazo y de conformidad con este párrafo, no es necesario que comparezca en persona en la Audiencia de Aprobación Final para que la Corte considere su objeción. Para que su objeción (por escrito o de otra forma) sea considerada, no debe haberse excluido. La Audiencia de Aprobación Final está programada actualmente para el 26 de marzo del 2026 a las 10:00 a.m.. Si no ha optado por excluirse, puede comparecer, personalmente o a través de un abogado, en la Audiencia de Aprobación Final para presentar su objeción directamente a la Corte. Si desea presentar cualquier escrito legal, documento o memorándum en apoyo de su objeción, puede proporcionarlos al Administrador del Acuerdo junto con su aviso escrito de que se opone, o puede presentarlos directamente a la Corte a no más tardar quince (15) días antes de la Audiencia de Aprobación Final.

Todas las objeciones escritas deben ser firmadas y contener la siguiente información:

- Su nombre;
- Su dirección;
- Su número de teléfono;
- El nombre del caso (*Demanda Colectiva de BVLs*); y
- Una descripción de sus objeciones.

Si usted objeta al Acuerdo y si la Corte lo aprueba, usted estará obligado por los términos de la Resolución del Acuerdo de la misma manera que un miembro de la Clase del Acuerdo que no objeta. Usted también recibirá un pago del acuerdo, según lo establecido en la Sección 10 anterior.

LA AUDIENCIA DE EQUITAD DE LA CORTE

La Corte llevará a cabo una audiencia para decidir si aprueba el Acuerdo. Usted puede asistir y solicitar hablar, pero no es obligatorio. Si ha presentado una objeción por escrito antes de la fecha límite y de conformidad con este párrafo, no es necesario que comparezca en persona en la Audiencia de Aprobación Final para que la Corte considere su objeción.

17. ¿Cuándo y dónde decidirá si aprueba el acuerdo?

La Corte llevará a cabo una Audiencia de Equidad a las 10:00 a.m. el 26 de marzo del 2026, en la Corte Superior del Condado de Los Ángeles - Spring Street Courthouse, Dept. SS-7, presidida por la Jueza Samantha P. Jessner, 312 N. Spring Street, Los Ángeles, CA 90012. En esta audiencia, la Corte considerará si el Acuerdo es justo, razonable y adecuado. Si hay objeciones, la Corte las considerará. La Jueza escuchará a las personas que hayan solicitado hablar en la audiencia. Durante o después de la audiencia, la Corte decidirá si aprueba el Acuerdo. No sabemos cuánto tiempo tardará esta decisión.

La fecha de la Audiencia de Equidad puede cambiar sin previo aviso formal y cualquier cambio se publicará en el sitio web general del Administrador del Acuerdo en www.cptgroupcaseinfo.com/BLVSSettlement, que usted debe revisar periódicamente.

18. ¿Tengo que venir a la audiencia?

No. Los Abogados de la Clase representarán a los Miembros Participantes de la Clase en la audiencia. Pero usted es bienvenido a asistir por su propia cuenta. Si envió una objeción, no es necesario que venga a la Corte para hablar sobre ella. Siempre y cuando haya enviado su objeción por escrito a tiempo, la Corte la considerará. Usted también puede pagar a su propio abogado para que asista, pero no es obligatorio.

Si decide comparecer en la Audiencia de Equidad, usted puede hacerlo de manera remota. Para hacerlo, usted puede coordinar una comparecencia por Zoom, cuyas instrucciones están disponibles en el sitio web de la Corte (<https://my.lacourt.org/laccwelcome>). Usted puede necesitar descargar la aplicación/programa necesario y pasar las validaciones técnicas para su aparato.

SI USTED NO HACE NADA

19. ¿Qué sucede si no hago nada en absoluto?

Si no hace nada, recibirá su pago del acuerdo. Como se establece en la Sección 12 anterior, seguirá siendo un miembro de la Clase del Acuerdo y estará sujeto a todos los términos de la Resolución del Acuerdo, incluyendo la Liberación de Reclamos.

OBTENER MÁS INFORMACIÓN

20. ¿Hay más detalles sobre el acuerdo?

Este Aviso de la Clase resume el Acuerdo propuesto. Usted puede llamar o comunicarse con los Abogados de la Clase o con el Administrador del Acuerdo si desea obtener más información sobre el caso. Si usted desea obtener una copia completa de la Resolución del Acuerdo, por favor comuníquese con los Abogados de la Clase del Acuerdo. Usted también puede visitar el sitio web de LASC en <https://www.lacourt.org/paos/v2public/DocumentImages/> e introducir el número de caso (24STCV03136) para acceder electrónicamente todos los documentos presentados públicamente en la Demanda. Por favor, tenga en cuenta que se pueden cobrar tasas por la recuperación de cualquier documento. También puede acceder documentos importantes del caso, incluyendo la Sentencia Final, si la Corte concede la aprobación final, en el sitio web del Administrador del Acuerdo en www.cptgroupcaseinfo.com/BLVSSettlement.

EL ADMINISTRADOR DEL ACUERDO PARA EL ACUERDO ES:	ABOGADOS DE LA CLASE DEL ACUERDO	ABOGADOS PARA EL DEMANDADO BUENA VIDA LEARNING SERVICES, INC. ("ABOGADOS DE LA DEFENSA")
Angulo v. Buena Vida Learning Services, Inc. c/o CPT Group, Inc. PO Box 19504 Irvine, CA 92623 Teléfono: 1-888-608-0179 Fax: (949) 419-3446 www.cptgroupcaseinfo.com/BLVSSettlement	Zorik Mooradian zorik@mooradianlaw.com Haik Hacopian haik@mooradianlaw.com Mooradian Law, APC 24007 Ventura Blvd., Suite 210 Calabasas, California 91302 Teléfono: (818) 487-1998 Facsímil: (888) 783-1030	Camilo Echavarria CamiloEchavarria@dwt.com Evelyn Wang EvelynWang@dwt.com Frances J. Choi FrancesChoi@dwt.com DAVIS WRIGHT TREMAINE LLP 350 South Grand Avenue, 27th Floor Los Angeles, California 90071 Teléfono: (213) 633-6800 Fax: (213) 633-6899 Lawrence Segal lawrence@legalsegal.com Andrew Shupe andrew@legalsegal.com Tabitha Chan tabitha@legalsegal.com SEGAL LAW GROUP 9100 Wilshire Boulevard, Suite 616E Beverly Hills, California 90212-3557 Teléfono: (310) 550-4840 Fax: (310) 550-4848

POR FAVOR, NO CONTACTE CON EL SECRETARIO DE LA CORTE, AL JUEZ O BVLS CON PREGUNTAS.

Las declaraciones en este documento no son conclusiones de una corte de justicia. Estas declaraciones no son una expresión de opinión o aprobación por parte de un juez. Este Aviso se basa solamente en declaraciones por parte de las Partes en esta Demanda. Usted recibió este Aviso para ayudarle a decidir qué pasos, si los hay, tomar con respecto a esta Demanda.

Declaration of Haik Hacopian

1 **DECLARATION OF HAIK HACOPIAN**

2 I, Haik Hacopian, declare as follows:

3 1. I am an attorney at law duly licensed to practice law in the state of California.
4 I work for Mooradian Law, APC and, along with Zorik Mooradian, am counsel for Plaintiff
5 Maria Cristina Angulo and have been appointed as Class Counsel in the class action lawsuit
6 entitled *Maria Cristina Angulo, et al. v. Buena Vida Learning Services, Inc., et al.*, and bearing
7 Los Angeles County Superior Court Case No. 24STCV03136. I make this Declaration in
8 support of Plaintiff's Motion for Final Approval based on my own personal knowledge and if
9 called as a witness I could and would competently testify to the following facts stated herein.

10 2. I am a 2010 graduate of St. John's University School of Law. I was admitted
11 to the New York State Bar in February of 2011 and was assigned Registration Number
12 4895728. I was admitted to The State Bar of California on April 25, 2012 and was assigned
13 State Bar Number 282361 and have been active and in good standing since. I have
14 been involved in the litigation of complex cases at all stages throughout my career including
15 wage and hour class actions and representative PAGA actions. I am currently actively
16 involved with numerous class action and PAGA matters in various litigation stages.

17 3. The following is a short title index of wage-and-hour class action cases
18 in which I have represented and/or continue to represent named plaintiff in the capacity of co-
19 counsel: Rodriguez v. KBS/ BC537386; Tovar v. Baron HR, LLC/ BC517984; Nuno v.
20 Universal Building Maintenance/BC541570; Cabrera v. Complete Facilities
21 Maintenance/BC538248; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
22 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills Country
23 Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-CXC; Balaguer v.
24 Eminent, Inc./19STCV16803; Avina v. Marriott/30-2017-00945551; Barragan v. Golden
25 Hotels Limited Partnership/30-2018-01007420; Boch v. Merchants Building
26 Maintenance/BC681320; Castillo v. Robert's Waste/30-2018-01027486; Castro v. Bee Gee
27 Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v.
28 Golden State Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura

1 v. WSON-55/19STCV22958; Galvan v. Property Mgt. Associates/BC722781; Gonzalez v.
2 Toyon Catering, Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez
3 v. Anaheim Denn/30-2019-01092546; Ramos v. Liberty Container Corp./20STCV06560;
4 Hernandez v. Resource Employment Solutions/30-2019-01084740; Leon v. Island Hospitality
5 Mgt./30-2019-01060719; Mendoza v. Savage Service Corp./18STCV04798; Martinez v.
6 Riviera Beverages/ 30-2019-01056796; Mendoza v. United Production Framing/30-2019-
7 01104255; Morales Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCX-CHOL
8 Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran
9 Najera v. TOPH I, LLC/30-2018-00999474; Alvarez v. Greenfield Care Center of
10 Fullerton/30-2017-00958478; Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-
11 01047135; Perez v. First Rate Staffing/18STCV02057; Popoca v. Denim
12 Technologies/19STCV11434; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v. GBG
13 USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres v. Metro
14 Security/19STCV15680; Villacana v. Crothall Laundry Services, Inc./19STCV16330.

15 4. I am familiar with California wage and hour law including the
16 laws governing the alleged violations and the Orders of the Industrial Welfare Commission,
17 and the Private Attorneys General Act.

18 5. I know of no conflicts as to why I, or Mr. Mooradian, could not continue to
19 serve as Class Counsel in this matter and I am fully aware of the responsibilities I owe
20 as Class Counsel to the class in this action. I also know of no conflicts that would preclude
21 Ms. Angulo from continuing to serve as the Class Representative in this matter.

22 6. As a result of my prior experience, including as class counsel in other wage
23 and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the
24 class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria
25 identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed
26 settlement continues to remain fair to the class, reasonable and more than adequate in view of
27 (i) the strength of Plaintiff's claims and Defendant's defenses, (ii) the risk, expense,
28 complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining

1 class certification and maintaining class action status through trial, (iv) the total settlement
2 amount of \$1,200,000 offered in settlement, (v) the discovery conducted by the Parties in this
3 case, (vi) my experience with similar settlements in wage and hour class actions that have
4 received court approval, (vii) the fact that the settlement was the result of arms' length
5 negotiations between experienced counsel facilitated by Mr. David S. Phillips, a respected
6 neutral mediator; and (viii) the overwhelmingly positive response from the class to date with
7 nary an objection and only three exclusion requests.

8 7. The Parties have conducted investigation of the operative facts and applicable
9 law during the pendency of the case through informal discovery. Plaintiff has reviewed and
10 examined class data and has retained the services of an expert who has analyzed the damages
11 and evaluated the potential class wide exposure. Prior to mediation, Defendant produced all
12 the electronic data it had available, i.e. payroll data from February 5, 2020 and time data from
13 December 2022, as well as relevant policies and personnel documents.

14 8. On February 4, 2025, Plaintiff and Defendant participated in a full-day
15 mediation before Mr. David S. Phillips. The Parties were able to reach a resolution at the
16 mediation and ultimately entered into their Joint Stipulation of Class Action and PAGA
17 Settlement, a true and correct copy of which was included as part of Plaintiff's Preliminary
18 Approval filing.

19 9. This Court entered the Preliminary Approval Order on November 21, 2025
20 after holding hearing on Plaintiff's Preliminary Approval Motion on November 19, 2025.
21 Prior to the hearing, on April 21, 2025, Plaintiff filed her Motion for Preliminary Approval
22 and supporting papers. On September 18, 2025, the Court issued a minute order requesting
23 additional briefing and changes to the settlement. On October 27, 2025, Plaintiff filed a
24 supplemental brief in response which also included the operative Settlement Agreement which
25 reflected the requested changes. A true and correct copy of the November 21, 2025 Notice of
26 Entry of Order Granting Preliminary Approval of Class Action Settlement is hereto attached
27 as **Exhibit "1"**.

28 10. This Settlement provides for Defendant to pay the non-reversionary settlement

1 amount of \$1,200,000 (“Settlement Amount”), in addition to the employer share of payroll
2 taxes on the wage component of this Settlement. S.A. ¶¶1.20, 3.5. The Net Settlement Amount
3 is the amount remaining from the Settlement Amount after deducting Class Counsel fees
4 (\$400,000 or one-third of the Settlement Amount), Class Counsel costs (\$16,697.33), the
5 Enhancement Award to named Plaintiff (\$15,000.00), settlement administration costs
6 (\$12,750.00), the LWDA’s 75% share of the PAGA allocation (\$30,000.00), and aggrieved
7 employees 25% share of same (\$10,000.00). S.A. ¶1.16. The foregoing deductions from the
8 Settlement Amount result in an estimated Net Settlement Amount of \$715,552.67. The simple
9 average class settlement payment calculates to \$946.50 ($\$715,552.67 \div 756$), which is slightly
10 higher than the administrator value on account of my office seeking costs less than the
11 maximum \$20,000.

12 11. This Court found that the Class meets all the requirements for class
13 certification for settlement purposes when it granted preliminary approval of the Settlement
14 on November 21, 2025. No new circumstances have cast any doubt on the propriety of the
15 preliminary approval determination.

16 12. Plaintiff would likely encounter extreme difficulty in certifying most of the
17 claims in this case because, while they may present substantial common liability issues, they
18 also give rise to individual damages issues. As explained in the briefing in support of the
19 Motion for Preliminary Approval, the primary claim for unpaid wages required determinations
20 at the individual level as to circumstances under which overtime work was performed, a major
21 impediment to class certification. Defendant contended that it satisfied its obligations under
22 *Brinker*. Moreover, engaging in the inquiry of whether substantial individual inquiry to be
23 able to determine whether a meal period was taken or waived by an employee and would
24 potentially limit class treatment of the claims. Defendant vehemently denied that it engaged
25 in any unlawful activity, failed to comply with the law in any respect, or has any liability to
26 any person or entity under the claims asserted in the lawsuit.

27 13. Various considerations bore heavily on the negotiations allowing for the
28 Settlement, and furthermore confirm that the Settlement is a fair, adequate, and reasonable

1 compromise in view of the risks of further litigation.

2 14. An allocation method based on the number of workweeks worked during the
3 Class Period is fair, adequate, and reasonable because it correlates to the extent of harm
4 allegedly suffered based on the asserted claims.

5 15. My current standard billing rate is \$600 per hour. I have spent at least 48 hours
6 on this matter which can be summarized as follows:

7 Category/Tasks	Hours
8 Work on file post-appearances including litigation, pleadings, conferences with 9 counsel, prep and review joint report, notices of ruling, calendaring, court 10 appearance at ISC, and incidental work:	5
11 Preparation for mediation including review/analysis of produced data, instructing 12 and interfacing with expert, damage analysis, preparing brief, communications with 13 counsel and client, and incidental work:	10
14 Appear at full-day mediation with David Phillips	8
15 Post-settlement work including work on MOU, long-form agreement, review and 16 communications with Plaintiff, communications w/counsel, prep of prelim approval 17 motion, prelim approval appearances, supp decl/amendments, and incidental work:	14
18 Post-Preliminary Approval work including notices, oversight of class notice process, 19 communications with administrator and counsel, Prep of Final Approval Motion	8
20 Appearance at Final Approval, related notices, case administration and oversight 21 work through completion (estimated)	3
22 HOURS	48

23 16. I have reviewed the lodestars of counsel submitted in support of the fee award
24 and the total present and anticipated minimum lodestar tallies to \$78,950. The application of
25 a multiplier of 5.06 to that lodestar results in the \$400,000 requested fee award. ($\$400,000 \div$
26 $\$78,950 = 5.06$). Notably, the submitted lodestars for Mooradian Law, APC do not include
27 work performed by office staff in this matter.

28 17. Adjusting the rates of class counsel to the current Laffey Matrix, at \$1,141 for

1 Mr. Mooradian (20+ years) and \$878 for myself, results in a lodestar of \$109,463 [(\$1,141 x
2 59) + (\$878 x 48). The application of a multiplier of 3.65 to the Laffey lodestar results in the
3 \$400,000 requested fee award ($\$400,000 \div \$109,463 = 3.65$).

4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct.

6 Executed this 5th day of March 2026, in Pasadena, California.

7
8 /s/Haik Hacopian
Haik Hacopian, Declarant

1 ZORIK MOORADIAN, Bar No. 136636
2 zorik@mooradianlaw.com
3 HAIK HACOPIAN, Bar No. 282361
4 haik@mooradianlaw.com
5 MOORADIAN LAW, APC
6 24007 Ventura Blvd., Suite 210
7 Calabasas, CA 91302
8 Telephone: (818) 487-1998
9 Facsimile: (888) 783-1030

Electronically FILED by
Superior Court of California,
County of Los Angeles
11/21/2025 2:21 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By C. Perez, Deputy Clerk

7 Attorneys for Plaintiff Maria Cristina Angulo, individually and on behalf of other persons
8 similarly situated and similarly aggrieved employees

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

13 MARIA CRISTINA ANGULO,
14 individually and on behalf of other persons
15 similarly situated and similarly aggrieved
16 employees,

17 Plaintiffs,

18 v.

19 BUENA VIDA LEARNING SERVICES,
20 INC.; JAIME RODRIGUEZ;
21 MAGDALENA MIRANDA; and DOES 1
22 through 50,

23 Defendants.

Case No.: 24STCV03136
(related to 24STCV19388)

CLASS AND REPRESENTATIVE ACTION

[Assigned to Hon. Samantha P. Jessner in Dept.
SS-7]

**NOTICE OF ENTRY OF ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Final Approval Hearing Date: Mar. 26, 2026
Final Approval Hearing Date: 10:00 a.m.
Department: SS-7

Action filed: February 5, 2024
Trial Date: Not yet set

1 **TO THE HONORABLE COURT, PARTIES, THE LWDA, AND THEIR**
2 **ATTORNEYS OF RECORD:**

3 **PLEASE TAKE NOTICE** that, on November 21, 2025 (and after a hearing held on
4 November 19, 2025), the Court entered the Order Granting Plaintiff's Motion for Preliminary
5 Approval of Class Action Settlement, a true and correct copy of which is appended hereto.
6 Therein, *inter alia*, the Final Approval hearing was set for March 26, 2026 at 10:00 a.m.

7
8 Dated: November 21, 2025

MOORADIAN LAW, APC

9 By: /s/Haik Hacopian

10 Zorik Mooradian, Esq.,

11 Haik Hacopian, Esq.,

12 Attorneys for Plaintiff, individually and on behalf
13 of other persons similarly situated and similarly
14 aggrieved employees
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Calabasas, CA 91302
Telephone: (818) 487-1998
Facsimile: (888) 783-1030

Attorneys for Plaintiff Maria Cristina Angulo, individually and on behalf of others
similarly situated and similarly aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MARIA CRISTINA ANGULO,
individually and on behalf of others
similarly situated and similarly aggrieved
employees,

Plaintiffs,

v.

BUENA VIDA LEARNING SERVICES,
INC.; JAIME RODRIGUEZ;
MAGDALENA MIRANDA; and DOES 1
through 50,

Defendants.

FILED
Superior Court of California
County of Los Angeles
11/21/2025
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

Case No.: 24STCV03136

CLASS AND REPRESENTATIVE
ACTION

[Assigned to Hon. Samantha P. Jessner
in Dept. SS-7]

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: November 19, 2025
Time: 1:45 p.m.
Dept.: SS-7

1 On November 19, 2025, the Court considered the motion of Plaintiff Maria Cristina
2 Angulo for preliminary approval of the Parties' proposed class action and representative
3 PAGA action Settlement¹.

4 The Court having read and considered the papers on the motion submitted by Class
5 Counsel, having heard the presentation of Settlement Class Counsel and Defendant's counsel,
6 having reviewed all of the submissions presented with respect to the proposed Settlement,
7 having carefully considered the requirements for class certification, and having preliminarily
8 determined that the Settlement is fair, adequate, and reasonable, it is hereby ORDERED
9 ADJUDGED, and DECREED that:

10 1. Preliminary Approval of the Settlement is GRANTED pursuant to Cal. Rules
11 of Court, rule 3.769;

12 2. The Settlement, as set forth in the Amended Joint Stipulation of Class Action
13 and PAGA Settlement ("Settlement Agreement"), is in all respects fair, reasonable, adequate,
14 and in the best interests of the Settlement Class, and it is preliminarily approved. Except as
15 expressly set forth herein, the Parties shall effectuate the Settlement Agreement according to
16 its terms. The Settlement Agreement, and every term and provision thereof, shall be deemed
17 incorporated herein as if explicitly set forth and shall have full force of an Order of this Court;

18 3. The Court finds that the notice plan set forth in the Settlement Agreement
19 constitutes the best notice practicable under the circumstances and shall constitute due and
20 sufficient notice to the Settlement Class of the pendency of the Action, the terms of the
21 Settlement Agreement, the Final Approval Hearing, and satisfies the requirements of
22 California law and federal due process law;

23 4. The proposed Settlement Class is provisionally certified under Civ. Code §
24 382, with the Settlement Class consisting of:

25 All current and former non-exempt employees who worked for
26 Defendant Buena Vida Learning Services, Inc. in California during the

¹ All capitalized terms herein shall have the meaning ascribed to them in the Joint Stipulation of Class Action and PAGA Settlement, unless otherwise noted.

period starting February 5, 2020 through May 7, 2025 (“Class Period”).

5. Plaintiff Maria Cristina Angulo is appointed as the Class Representative;

6. Zorik Mooradian and Haik Hacopian of Mooradian Law, APC are appointed as Class Counsel for the Settlement Class;

7. CPT Group is appointed as the third-party administrator (“Settlement Administrator”);

8. The proposed settlement of Plaintiff’s Private Attorneys General Act (the “PAGA”) claims is preliminarily approved;

9. The proposed Class Notice, attached as Exhibit A to the Settlement Agreement, is approved and shall be disseminated according to the notice plan described in the Settlement Agreement and substantially in the form submitted;

10. In conformity with the Class Notice, Settlement Class Members wishing to be excluded from the Settlement Class must submit a written request for exclusion requesting exclusion from the Settlement on or before the expiration of the opt out period (60 days after the date that the Class Notice is mailed);

11. In conformity with the Class Notice, any Settlement Class Member who does not opt out of the Settlement may object to the settlement, either personally or through an attorney, orally at the Final Approval Hearing or by providing written notice that the Settlement Class Member is objecting to the Settlement Administrator, which written notice must be postmarked no later than 60 days after the date that the Class Notice is mailed;

12. In light of the Parties’ request that the hearing on final approval of the settlement be set 125 days after the date of the preliminary approval hearing or March 24, 2026, a Final Approval Hearing will be held on March 26, 2026 at 10:00 a.m., to determine if the proposed settlement should be granted final approval. The Court will hear all evidence and argument necessary to evaluate the Settlement, and will consider Plaintiff’s request for a Class Representative Service Award, Settlement Class Counsel’s request for Attorney’s Fees, Settlement Class Counsel’s request for Costs, payment to the LWDA, and payment to the Settlement Administrator. Any Settlement Class Member who complies with

1 the procedures and requirements specified in the Class Notice may appear at the Final
2 Approval Hearing;

3 13. Class Counsel is to file and serve the Motion for Final Approval of Class
4 Action Settlement and for Awards of Class Representative Service Award, Attorneys' Fees,
5 Costs, payment to the LWDA, and payment to the Settlement Administrator, by
6 as per statute _____; and

7 14. The Court shall retain jurisdiction necessary to effectuate this Order and
8 consider all further applications out of or in connection with the Settlement.

9
10 Dated: 11/21/2025



A handwritten signature in black ink, appearing to read "Samantha P. Jessner".

By: _____ Samantha Jessner / Judge

Honorable Samantha P. Jessner
Judge of the Superior Court

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On **November 21, 2025**, I served on the parties of record in this action the foregoing document(s) described as:

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Lawrence Segal, Esq.
lawrence@legalsegal.com
 Andrew Shupe, Esq.
andrew@legalsegal.com
 Tabitha Chan, Esq.
tabitha@legalsegal.com
SEGAL LAW GROUP
 9100 Wilshire Boulevard, Suite 616E
 Beverly Hills, California 90212-3557
 Telephone: (310) 550-4840
 Fax: (310) 550-4848

Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

(Filed online at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html> under LWDA-CM-1009154-24)

☒ **VIA ELECTRONIC SERVICE** – Based on a court order or agreement of the parties to accept service by electronic transmission through the CaseAnywhere platform, I caused the document(s) to be sent to the above persons listed at their electronic notification addresses.

☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **November 21, 2025** at Calabasas, California.

/s/Haik Hacopian
Haik Hacopian

Declaration of Zorik Mooradian

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DECLARATION OF ZORIK MOORADIAN

I, Zorik Mooradian, declare as follows:

1. I am an attorney at law duly licensed to practice law in the state of California. I am the principal of Mooradian Law, APC and, along with Haik Hacopian, am counsel for Plaintiff Maria Cristina Angulo and have been appointed as Class Counsel in the class action lawsuit entitled *Maria Cristina Angulo, et al. v. Buena Vida Learning Services, Inc., et al.*, and bearing Los Angeles County Superior Court Case No. 24STCV03136. I make this Declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement based on my own personal knowledge and if called as a witness I could and would competently testify to the following facts stated herein.

2. I attended Texas A & M University (Kingsville) and California State University Los Angeles (Los Angeles), and I received a Bachelor of Science degree in Civil Engineering in 1979. I have also attended University of La Verne College of Law, graduated, and was admitted to the State Bar of California in 1988, and have been in good standing since. For the past 35 years, I have litigated hundreds of cases with numerous bench and jury trials. My most recent employment jury verdict was in October 2019, in a Fair Employment and Housing retaliation matter, ranked in the US as the top 100 employment verdicts for that year. I have also been and continue to be plaintiff's counsel in many wage and hour and consumer class actions, complex and multi-party matters.

3. The following is a sample index of class actions/PAGA and individual employment/wage-and-hour cases, in which I have represented and/or continue to represent the plaintiffs, mostly in the capacity of the lead counsel:

4. Granados v. Bimbo Bakeries/CV 09-07329 DMG; Garcia v. Pharmavite /BC435699; Barsamian/Park v. Staples /BC450208 and BC449815; Bosch v. Bakery Holdings/BC484494; Uribe v. American Guard Services/ BC492881; Gamez-Flores v. Haynes Building Services/BC493709; Rodriguez v. KBS/ BC537386; Tovar v. Baron HR, LLC/ BC517984; Perez v. Valleycrest/ BC 538257; Uscanga v. Automotive Creations/BC509401; Gonzales v. Nefab Packing/2;13-cv-04499 JAK-ss; Mendoza v.

1 Accentcare/30-2013-00661891-CU-OE-CXC; Nuno v. Universal Building
2 Maintenance/BC541570; Cabrera v. Complete Facilities Maintenance/BC538248; Valencia
3 v. Rubbercraft/BC 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
4 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills Country
5 Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-CXC; Bitton v.
6 Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt. Svcs., Inc./BC618629;
7 Barrera v. Coast Composites, Inc./30-2017-00909572 CU-OE-CJC; Aguilar v. Sweet Earth
8 Café/19STCV13373; Avina v. Marriott/30-2017-00945551; Azepita v. Eden Social
9 Restaurants, Inc./30-2019-01077185; Balaguer v. Eminent, Inc./19STCV16803; Barragan v.
10 Golden Hotels Limited Partnership/30-2018-01007420; Boch v. Merchants Building
11 Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v. Intercon
12 Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486; Castro v. Bee Gee
13 Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v.
14 Golden State Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura
15 v. WSON-55/19STCV22958; Cruel v. Andreas Elsenhans/19STCV35496; Espinoza v. Don
16 Chava Mgt./19STCV27068; Galvan v. Property Mgt. Associates/BC722781; Godoy v.
17 UCLA/19STCV04634; Gonzalez v. Toyon Catering, Inc./19STCV11369; Gonzalez v. FMS
18 Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-01092546; Guzman v.
19 Millennium Shoes/19STCV33166; Hernandez v. Township Retail Services/18STCV06709;
20 Hernandez v. Resource Employment Solutions/30-2019-01084740; Herrera v. Color Spot
21 Nurseries/30-2017-00933249; Leon v. Island Hospitality Mgt./30-2019-01060719; Martinez
22 v. Snakerz/19STCV02674; Mendoza v. Savage Service Corp./18STCV04798; Martinez v.
23 Riviera Beverages/ 30-2019-01056796; Mendoza v. United Production Framing/30-2019-
24 01104255; Angulo Cano v. Coordinated Staffing/19STCV29817; Moreno v. DCX-CHOL
25 Enterprises/19STCV19105; Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran
26 Najera v. TOPH I, LLC/30-2018-00999474; Nunez v. Wonderland Montessori,
27 LLC/18STCV06042; Enriquez v. The Johnny Rockets Group/19STCV43986; Pallares -
28 Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v. First Rate

1 Staffing/18STCV02057; Popoca v. Denim Technologies/ 19STCV11434; Reidy v. City of
2 Inglewood/18STCV09373; Rosales v. DBR Premium/19STCV32726; Salceda v. GBG USA,
3 Inc./ 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778; Torres v. Metro
4 Security/19STCV21114; Torres v. Metro Security/19STCV15680; Trujillo v. Securitas
5 Security Services/19STCV01207; Villacana v. Crothall Laundry Services,
6 Inc./19STCV16330; and Villareal v. Golden Touch Cleaning/30-2019-01108777.

7 5. I am familiar with California wage and hour law and the laws governing the
8 alleged violations in this matter, including but not limited to: California Labor Code Sections
9 201 – 204, 206.5, 210, 226, 221, 224, 226.7, 227.3, 233, 350, 351, 245.5, 246, 246.5, 500,
10 510, 512, 516, 1174, 1194, 1194.2, 1198, 1198.5, 2698, 2699, 2800 and 2802, California
11 Business and Profession Codes 17200 et. seq., the Orders of the Industrial Welfare
12 Commission, and the Private Attorneys General Act.

13 6. I have been appointed as Class Counsel on behalf of the settlement class. I
14 know of no conflicts that would preclude me, or Mr. Hacopian, from continuing to serve as
15 Class Counsel in this matter. I also know of no conflicts that would preclude Ms. Angulo
16 from continuing to serve as the Class Representative in this matter.

17 7. As a result of my prior experience as class counsel in other wage and hour
18 class actions, I am fully aware of the responsibilities I owe as Class Counsel to the class in
19 this action. Based on my experience as Class Counsel, I believe, in light of the criteria
20 identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed
21 settlement continues to remain fair to the class, reasonable and more than adequate in view
22 of (i) the strength of Plaintiff's claims and Defendant's defenses, (ii) the risk, expense,
23 complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining
24 class certification and maintaining class action status through trial, (iv) the total settlement
25 amount of \$1,200,000 offered in settlement, (v) the discovery conducted by the Parties in this
26 case, (vi) my experience with similar settlements in wage and hour class actions that have
27 received court approval, and (vii) the fact that the settlement was the result of arms' length
28

1 negotiations between experienced counsel facilitated by Mr. David S. Phillips, a respected
2 neutral mediator; and (viii) the positive response to the settlement from the class.

3 8. Plaintiff Angulo signed a single retainer with my office. The Retainer
4 Agreement had language providing a maximum of forty-five percent (45%) in attorneys' fees,
5 of course, subject to court approval of class wide issues. The Retainer Agreement also had a
6 provision for recovery of costs in relation to the representation.

7 9. As for the representation of the individual rights of Ms. Angulo, a proposed
8 retainer agreement for recovery of fees could be one-third of the gross recovery. That would
9 be consistent with the market rate, and there is no reason to believe that, if any of the other
10 756 class members had signed an individual retainer, it would be any different.

11 10. In almost all the mediations that I have attended, a one-third to 35% attorney
12 fee percentage is generally agreed upon by the defendant and the plaintiff subject to court
13 approval. In this matter, the Parties agreed that Class Counsel may request up to one-third
14 and Defendant would not oppose the same.

15 11. Notice was provided to each of the Class Members that the attorneys would
16 be seeking attorney fees in the amount of \$400,000 or one-third of the settlement. The fact
17 that no Settlement Class Members had any objection to the settlement or any of its terms,
18 speaks pretty strongly to the notion that class members are extremely happy with the
19 settlement.

20 12. It is beyond any reasonable dispute that, if my office had been able to negotiate
21 directly with the class members, the class would have found that a one-third fee arrangement
22 was eminently reasonable.

23 13. The fees received from one case, are often used to finance and move forward
24 other cases that have failed and bring in revenue for my office.

25 14. While it's generally true that the greater the attorney fees, the less funds there
26 will be for distribution to class members as damages, nevertheless, a balance must be
27 achieved. In the instant matter, the class got a very balanced and fair settlement. Given the
28 strengths and weaknesses of the case, they will be receiving a fair sum of money. The results

1 and the case law support that the settlement was fair, reasonable and adequate. The class had
2 an affirmative response to the settlement, where there was not a single objection and only
3 three exclusion requests. In light of the favorable settlement, giving more money to the class
4 after an excellent settlement had been achieved punishes the attorneys without whom such a
5 settlement would not have been attained but for the efforts of good lawyering. Punishing
6 lawyers when they do well is potentially sending the wrong message and serves as a
7 disincentive and unjustly enriches the class that has already received a fair and adequate
8 amount of benefits.

9 15. I have spent at least **59** hours on this case. At my current hourly rate of \$850,
10 my lodestar would total **\$50,150**. The categories of work I have performed on this file are as
11 follows:

Category/Tasks	Hours
Preliminary case work including intake and retention, assessment of file for potential claims/lawsuits, review of client records, communication of records request letter to employer and review and assessment of produced records, research into parties, claims, and potential defenses, review of other pending and related matters/settlements, and incidental work:	12
Work on file prior to appearances by Defendant including prep of case initiating pleadings incl complaint, service, prep and communicate PAGA letter, case calendaring, and incidental work:	6
Work on file post-appearances including litigation, pleadings, conferences with counsel, prep and review joint report, notices of ruling, calendaring, court appearance at ISC, and incidental work:	10
Preparation for mediation including review/analysis of produced data, damage analysis, preparing brief, communications with counsel and client, and incidental work:	6
Appear at full-day mediation with David Phillips	8

Post-settlement work including work on MOU, long-form agreement, review with Plaintiff, communications w/counsel, prep of prelim approval motion, prelim approval appearances, supp decl/amendments, and incidental work:	10
Post-Preliminary Approval work including notices, oversight of class notice process, communications with administrator and counsel, Prep of Final Approval Motion	3
Appearance at Final Approval, related notices, case administration and oversight work through completion (estimated)	3
HOURS	59

16. My office has also incurred **\$16,697.33** in costs as follows:

Date	Cost	Subject
2/5/2024	\$ 1,448.15	United Legal - Electronic Court Filing Fee - Class Action Complaint
2/5/2024	\$ 75.00	LWDA Submission Fee for PAGA Notice
4/1/2024	\$ 45.00	United Legal - Service of Process - Invoice...09184
4/1/2024	\$ 45.00	United Legal - Service of Process - Invoice...09182
4/1/2024	\$ 68.00	United Legal - Service of Process - Invoice...09181
4/11/2024	\$ 13.15	United Legal - Electronic Court Filing Fee
5/2/2024	\$ 13.15	United Legal - Electronic Court Filing Fee
5/16/2024	\$ 45.00	United Legal - Service of Process - Invoice...18608
5/16/2024	\$ 45.00	United Legal - Service of Process....Invoice....18609
5/21/2024	\$ 13.15	United Legal - Electronic Court Filing Fee
6/13/2024	\$ 68.00	United Legal - Service of Process - Invoice...18602
6/17/2024	\$ 15.15	United Legal - Electronic Court Filing Fee
1/22/2025	\$ 7,495.00	Signature Resolutions - Private Mediation with David Phillips
2/6/2025	\$ 2,300.00	Desmond, Marcello and Amster, LLC - Expert
6/18/2025	\$ 15.77	United Legal - Electronic Court Filing Fee
6/26/2025	\$ 3,450.00	Desmond, Marcello and Amster, LLC - Expert

2/26/2026	\$ 1,190.31	Caseanywhere
3/26/2025	\$ 45.12	OneLegal - Stip and Order
4/3/2025	\$ 23.44	OneLegal - Amended Complaint
4/22/2025	\$ 86.42	OneLegal - Class Preliminary Approval Motion
10/28/2025	\$ 23.44	OneLegal - Supplemental Brief re Prelim. Apprvl Motion
11/20/2025	\$ 23.44	OneLegal - Order Filing
11/25/2025	\$ 23.44	OneLegal - Notice of Entry of Order re Prelim. Apprvl Mtn
2/1/2025	\$ 20.20	LASC Doc Retrieval Fee
2/26/2025	\$ 85.00	OneLegal - Final Approval Mtn Filing Charges (est.)
2/26/2025	\$ 22.00	OneLegal - Notice of Ruling Charges (est.)
	\$ 16,697.33	

17. It is important that Plaintiff is paid a fair amount for her services to the class. Out of 756 class members, she is the only one that stepped forward stuck with her case for an extended period. If it was not for her, the \$1,200,000 settlement would not have been obtained for the class. Specifically, the requested sum of \$15,000 to Plaintiff is fair considering that it is less than 1.3% of the gross settlement and Plaintiff's involvement with this matter over many years. Moreover, unlike the class members, Plaintiff is agreeing to a general release of all claims, which must be assigned additional value.

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

Executed on March 5, 2026 in Calabasas, California.

/s/Zorik Mooradian
Zorik Mooradian

Declaration of Maria Cristina Angulo

1 **DECLARATION OF MARIA CRISTINA ANGULO**

2 I, Maria Cristina Angulo, hereby declare as follows:

3 1. I am the named Plaintiff in the wage and hour class action lawsuit entitled *Maria*
4 *Cristina Angulo v. Buena Vida Learning Services, Inc.*, and bearing case number
5 24STCV03136 of the Los Angeles County Superior Court. This declaration is based on my
6 own personal knowledge. If called as a witness I could and would competently testify to the
7 facts stated herein.

8 2. I was employed by Defendant Buena Vida Learning Services, Inc. ("BVLS") in
9 California as a non-exempt hourly paid employee from August 2020 until my termination in
10 June of 2023.

11 3. I understand that this case is a class action, which is a lawsuit not just for me
12 but for other non-exempt employees of BVLS in California. I understand that it is my job to
13 support them and I accept that as their representative I have significant responsibilities to them
14 as well as to the court. I understand that it is my responsibility to look out for the best interests
15 of the other non-exempt employees. I also understand that I need to respond truthfully and
16 completely to any information requested by my attorneys and to make myself available at any
17 meetings, proceedings, or other court hearings where my presence is required.

18 4. I am not aware of any claim that I am making in this case against BVLS that
19 would only apply to me and not to other employees. Nor do I believe that I have any interest
20 in the outcome of this case that would be in conflict with or is any different from the interest
21 from the rest of the class.

22 5. I've relied upon and continue to rely upon the advice and guidance of my
23 attorneys at Mooradian Law, APC, Mr. Zorik Mooradian and Mr. Haik Hacopian.

24 6. I have been involved with this case since August of 2023. In the over one and
25 half years I have been involved in this case, I have put a significant amount time and effort
26 assisting my attorneys and participating in this case. I have participated in numerous telephonic
27 conferences speaking to my attorneys and their staff. I have also spent time looking for
28

documents requested from me by my attorneys. I have also participated in, and helped my attorneys prepare for, the mediation for this case. I have also spent time reviewing the settlement agreement as well as this declaration.

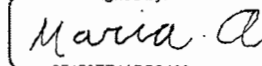
7. In total, I estimate that I have spent approximately 10-12 hours to date participating in this case.

8. I understand that the parties have agreed to a \$15,000 service award to me for coming forward and participating in this case and for providing a release of claims to BVLS which includes more claims than what the other class members are releasing. I also understand that any amounts payable to me must be approved by the Court.

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

Executed this 21 day of April 2025, at Colver City, California.

DocuSigned by:



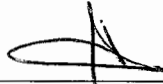
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Maria Cristina Angulo

Translation Authentication

I, Claudia Ginsburg, am an employee of the Mooradian Law, APC, at 24007 Ventura Blvd., Suite 210, Calabasas, California 91302.

On April 21, 2025, I translated this Declaration from English to Spanish during a conference with Maria Cristina Angulo. She indicated to me that she understood and signed the Declaration.

By: 

Claudia Ginsburg