

ZORIK MOORADIAN, Bar No. 136636

zorik@mooradianlaw.com

HAIK HACOPIAN, Bar No. 282361

haik@mooradianlaw.com

MOORADIAN LAW, APC

24007 Ventura Blvd., Suite 210

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.

Case No.: 24STCV03136

CLASS AND REPRESENTATIVE
ACTION

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

**NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; DECLARATION
OF HAIK HACOPIAN WITH
EXHIBIT; DECLARATION OF
ZORIK MOORADIAN;
DECLARATION OF MARIA
CRISTINA ANGULO; AND
[PROPOSED] ORDER**

Date: June 24, 2025

Time: 10:00 a.m.

Dept.: SS-7

1 **PLEASE TAKE NOTICE** that, pursuant to Cal. Rules of Court, rule 3.769, on June
2 24, 2025 at 10:00 a.m. or as soon thereafter as the matter may be heard in Department SS-7
3 of the above-entitled Court, located at 312 North Spring Street, Los Angeles, California
4 90012, Plaintiff Maria Cristina Angulo ("Plaintiff"), individually and on behalf of a similarly-
5 situated class of individuals, will and hereby does move this Court for an order:

6 1. Preliminarily approving the proposed class settlement of this lawsuit;

7 2. Provisionally certifying the Settlement Class, defined as follows:

8 All current and former non-exempt employees who worked for
9 Defendant Buena Vida Learning Services, Inc. in California
10 during the period starting February 5, 2020 through May 7,
11 2025 ("Class Period");

12 3. Preliminarily appointing Plaintiff Maria Cristina Angulo as Class
13 Representative;

14 4. Preliminarily appointing Zorik Mooradian and Haik Hacopian of Mooradian
15 Law, APC as Class Counsel;

16 5. Preliminarily approving the proposed settlement of Plaintiff's Private
17 Attorneys General Act ("PAGA") claims;

18 6. Appointing CPT Group as the third-party settlement administrator;

19 7. Scheduling a hearing to consider whether the class settlement should be finally
20 approved, and whether to award an amount for the Service Award to the Class Representative,
21 attorneys' fees and costs to Class Counsel, and settlement administration costs; and

22 8. Approving the proposed Class Notice, and ordering that it shall be
23 disseminated to the proposed Settlement Class as provided in the Joint Stipulation of Class
24 Action and PAGA Settlement.

25 This Motion is based on this Notice of Motion, the accompanying Memorandum of
26 Points and Authorities, the Declaration of Haik Hacopian with Exhibit, the Declaration of
27 Zorik Mooradian, the Declaration of Maria Cristina Angulo, the pleadings and other papers
28 filed in this action, and on any further oral or documentary evidence or argument presented at
 the time of hearing.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

The Joint Stipulation of Class Action and PAGA Settlement is attached as **Exhibit**
“**A**” to the Declaration of Haik Hacopian. The proposed Class Notice is attached as **Exhibit**
“**1**” to the Joint Stipulation of Class Action and PAGA Settlement. See HH Decl. ¶9, Ex. A.

Dated: April 21, 2025

MOORADIAN LAW, APC

By: /s/ Haik Hacopian
Zorik Mooradian, Esq.,
Haik Hacopian, Esq.,
Attorneys for Plaintiff Maria Cristina Angulo,
individually and on behalf of other persons
similarly situated and similarly aggrieved
employees

TABLE OF CONTENTS

	PAGE NO.
I. INTRODUCTION	1
II. SUMMARY OF THE LITIGATION	2
A. Defendant, Class Members, and Plaintiff	2
B. Plaintiff's Lawsuit	2
C. Discovery and Mediation	3
III. THE PROPOSED SETTLEMENT	3
A. Essential Terms of the Settlement	3
B. Class Members	4
C. Settlement Payments to Class Members	4
D. Settlement Allocation to Class Members	4
E. Opt-Outs and Objections	5
F. Release	5
G. Service Award to Named Class Representative	8
H. Attorneys' Fees & Costs	8
IV. PRELIMINARY APPROVAL IS WARRANTED	9
A. Standard for Preliminary Approval	10
B. The Strength of Plaintiff's Case	11
1. Unpaid Wages.....	11
2. Meal Breaks.....	12
3. Rest Breaks.....	13
4. Waiting Time Penalties.....	14
5. Unpaid Vacation.....	14
6. Wage Statement Penalties.....	14
7. Unreimbursed Business Expenses.....	15
8. PAGA Claims.....	15
C. Risks and Uncertainty	16
D. Risk, Expense, Complexity, and Duration of Further Litigation.....	17
E. Risk of Maintaining Class Action Status	17
F. Amount Offered in Settlement Given Realistic Value of Claims	17
G. Discovery Completed and the Status of Proceedings	18
H. The Experience and Views of Counsel	18
V. THE PRELIMINARY APPROVAL STANDARD HAS BEEN MET.....	19

1	A. The Settlement Resulted From Serious, Informed and Non-Collusive Negotiations	19
2	B. Provisional Class Certification is Appropriate Here	20
3	1. The Proposed Class Is Ascertainable and Numerous	20
4	2. The Community of Interest Requirements for Class Treatment are Met.....	20
5	a. Common Issues of Law and Fact Predominate.....	21
6	b. The Claims of Named Plaintiff Are Typical	21
7	c. Plaintiff & Class Counsel Will Fairly & Adequately Represent the Class	22
8	3. Class-Wide Settlement is Superior to Other Available Methods of Resolution	22
9	VI. THE COURT SHOULD ORDER DISTRIBUTION OF THE PROPOSED NOTICE	22
10	VII. THE PAGA ALLOCATION AND PAYMENTS SHOULD BE APPROVED	24
11	VIII. THE COURT SHOULD SET A FINAL APPROVAL HEARING	24
12	IX. CONCLUSION	25

TABLE OF AUTHORITIES

Cases

<i>B.WI. Custom Kitchen v. Owens-Illinois, Inc.</i> (1987) 191 Cal.App.3d 1341, 1347.....	21
<i>Boyd v. Bechtel Corp.</i> (C.D. Cal. 1979) 485 F. Supp. 610, 618	16
<i>Brinker Restaurant Corp. v. Superior Court</i> (2012) 53 Cal.4th 1004	16, 20
<i>Capital People First v. State Dept. of Developmental Services</i> (2007) 155 Cal.App.4th 676, 697	22
<i>Chavez v. Netflix, Inc.</i> (2008) 162 Cal. App. 4th 43, 66 n.11	9
<i>Cochran v. Schwan's Home Service, Inc.</i> (2014) 228 Cal. App. 4th 1137.....	15
<i>Cohen v. DIRECTV, Inc.</i> (2009) 178 Cal.App.4th 966, 975	21
<i>Dunk v. Ford Motor Co.</i> (1996) 48 Cal.App.4th 1794, 1801.....	10
<i>Eisen v. Carlisle & Jacquelin</i> (1974) 417 U.S. 156, 173	23
<i>Ghazaryan v. Diva Limousine, Ltd.</i> (2008) 169 Cal.App.4th 1524, 1538	21
<i>Hanlon v. Chrysler Corp.</i> (9th Cir. 1998) 150 F.3d 1011, 1026.....	10
<i>In re Cellphone Fee Termination Cases</i> (2010) 186 Cal.App.4th 1380, 1393-94.....	8
<i>In re Omnivision Tech., Inc.</i> (N.D. Cal. Jan. 9, 2008) 2008 WL 123936	18
<i>In re Pacific Enterprises Securities Litigation</i> (9th Cir. 1995) 47 F.3d 373, 378.....	18
<i>In re Syncor ERISA Litig.</i> (9th Cir. 2008) 516 F.3d 1095, 1101	10
<i>Kullar v. Foot Locker Retail, Inc.</i> (2008) 168 Cal.App.4th 116, 130	10, 16, 19
<i>Laffite v. Robert Half Int'l, Inc.</i> (2014) 231 Cal.App.4th 860, 878	9
<i>Martinez v. Joe's Crab Shack Holdings</i> (2013) 221 Cal.App.5th 1308, 1336.....	20, 22
<i>Munoz v. BCI Coca-Cola Bottling Co. of L.A.</i> (2010) 186 Cal.App.4th 399, 407	10
<i>Naranjo v. Spectrum Sec. Svcs.</i> (2022) 13 Cal.5th 314	14, 13
<i>Nat'l Rural Telecomm. Coop. v. Directv, Inc.</i> (C.D. Cal. 2004) 221 F.R.D. 523, 527	18
<i>Officers for Justice v. Civil Serv. Comm</i> (9th Cir. 1982) 688 F. 2d 615, 628	18
<i>Reed v. United Teachers Los Angeles</i> (2012) 208 Cal.App.4th 322, 337.....	9, 10
<i>Richmond v. Dart Industries, Inc.</i> (1981) 29 Ca1.3d 462, 470	22
<i>Sav-On Drug Store, Inc. v. Superior Court</i> (2004) 34 Ca1.4th 319, 327.....	21
<i>Sevidal v. Target Corp.</i> (2010) 189 Cal.App.4th 905, 919	20
<i>Sutter Health Unins. Pricing Cases</i> (2009) 171 Cal. App. 4th 495, 511	10
<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224, 254	9, 10, 23
<i>Williams v. Superior Court</i> , (2013) 221 Cal.App.4th 1353, 1371	21

Statutes & Rules

Cal. Civ. Code Sec. 1542	8
Cal. Code. Reg. Sec. 13520.....	11, 17
Cal. Lab. Code Sec. 204.....	6
Cal. Lab. Code Sec. 226.....	14
Cal. Lab. Code Sec. 245.....	6
Cal. Lab. Code Sec. 1451(b)	11
Cal. Lab. Code Sec. 2698, et seq. ("PAGA").....	2, 3, 7

1	Cal. Rules of Court, rule 3.769.....	2, 23, 24
2	Fed. R. Civ. Proc. 23	9

3 **Other Authorities**

4	<i>Attorney Fees in Class Action Settlements: An Empirical Study</i> , J. of Empirical Legal Studies, Vol. 1, Issue 1, 27-78, March 2004, at 35	9
5	<u>Manual for Complex Litigation</u> § 30.41 (3rd Ed. 1995)	19
6	<u>Newberg on Class Actions</u> §11:24-25 (4th Ed. 2013).....	19

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff, Maria Cristina Angulo (“Class Representative” or “Plaintiff”), and
4 Defendant Buena Vida Learning Services, Inc. (“Defendant” or “BVLS”) have reached a
5 proposed class settlement with a non-reversionary Settlement Amount of \$1,200,000 on
6 behalf of non-exempt employees who worked for Defendant in California from February 5,
7 2020 through May 7, 2025 (“Class Period”). Through the date of mediation on February 4,
8 2025, there were approximately 760 Settlement Class Members who worked approximately
9 60,608 workweeks. The Settlement anticipates coverage for 60,800 workweeks, with a
10 proportional increase of the Settlement Amount if the workweek total ultimately exceeds
11 110% of that amount or, alternatively, shortening of the release/class period to the date when
12 workweeks reach 110%. The settlement allows for an average settlement payment in excess
13 of \$935, which represents an excellent recovery taking into consideration the risks and costs
14 of continued litigation.

15 This Settlement resolves this class action lawsuit and settles the wage and hour claims
16 for all Settlement Class Members who do not request exclusion. Payments will be made on an
17 opt-out non-reversionary basis.

18 The proposed settlement is memorialized in the “Joint Stipulation of Class Action and
19 PAGA Settlement” hereinafter referred to as “Settlement,” “Settlement Agreement,” or “S.A.”
20 A true and correct copy of which is attached to the accompanying Declaration of Haik
21 Hacopian (hereinafter “HH Decl.”) as **Exhibit “A”**.

22 The Parties have conducted an investigation concerning the facts and law during the
23 pendency of this action and which included production of class records and data and expert
24 analysis of same, conferences, and a mediation session before an experienced employment
25 law mediator, Mr. David S. Phillips.

26 This proposed settlement is well within the range of what constitutes a fair, reasonable,
and adequate settlement to all concerned especially in light of the legal and factual obstacles
that Plaintiff faced, the sharply contested issues involved, the risks and costs of further

litigation, and the tangible monetary benefits to be received by Plaintiff and the Class. The proposed notice procedure comports with Cal. Rules of Court, rule 3.769, and due process requirements. The notice procedure should be approved and a final fairness hearing set.

II. SUMMARY OF THE LITIGATION

A. Defendant, Class Members, and Plaintiff

Defendant BVLS provides functional skills training services for individuals with developmental disabilities. BVLS employed “Educators” like Plaintiff Angulo who worked directly with “consumers” one-on-one in the field at either the consumer’s home or outside the home, such as to assist and develop the consumer in running errands, learning to use public transportation, community orientation, money management, vocational exploration, meal preparation, self-care, and play and leisure exploration. Declaration of Haik Hacopian (hereinafter “HH Decl.”), ¶7.

From February 5, 2020 through the date of mediation, there were approximately 760 class members who worked approximately 60,800 workweeks. Plaintiff counts 610 former employees. The average hourly rate of pay is \$17.54. Plaintiff Angulo was employed from August of 2020 through June of 2023. HH Decl., ¶8.

B. Plaintiff’s Lawsuit

On February 5, 2024, Plaintiff Maria Cristina Angulo filed the instant class action lawsuit against Defendant BVLS, individually and on behalf of other persons similarly situated. S.A. ¶2.1. On that date as well, Plaintiff Angulo sent a letter seeking to exhaust administrative remedies, pursuant to the Private Attorneys General Act (“PAGA”), to Defendant BVLS and to the Labor and Workforce Development Agency (“LWDA”). Plaintiff Angulo’s PAGA claim was assigned Case No. LWDA-CM-1009154-24 upon electronic submission to the LWDA. S.A. ¶2.2. HH Decl., ¶12, **Exhibit “B”** (Copy of Plaintiff’s PAGA Notice).

On April 2, 2024, pursuant to leave granted by the Court, the operative First Amended Complaint was filed in the Action in order to implement the Settlement. The First Amended

1 Complaint asserts the following causes of action: (1) Failure to Pay Wages Owed; (2) Failure
2 to Provide Meal Periods; (3) Failure to Provide Paid Rest Breaks; (4) Failure to Timely Pay
3 Wages; (5) Wage Statement Violations; (6) Waiting Time Violations at Separation; (7)
4 Vacation Time Violations; (8) Mandated Sick Time Violations; (9) Failure to Maintain and/or
5 Produce Employee Records; (10) Failure to Reimburse Business Expenses; (11) Violation of
6 Unfair Business Practices Act; and (12) Penalties Pursuant to PAGA. S.A. ¶2.3.

7 **C. Discovery and Mediation**

8 The Parties have conducted investigation of the operative facts and applicable law
9 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. HH Decl. ¶9.

14 On February 4, 2025, Plaintiff and Defendant participated in a full-day mediation
15 before Mr. David S. Phillips. The Parties were able to reach a resolution at the mediation and
16 ultimately entered into their Joint Stipulation of Class Action and PAGA Settlement, a true
17 and correct copy of which is attached as **Exhibit “A”** to the Declaration of Haik Hacopian.
18 HH Decl. ¶10, Exh. A.

19 **III. THE PROPOSED SETTLEMENT**

20 **A. The Essential Terms of the Settlement**

21 If the Court approves this settlement, Defendant will pay the gross sum of \$1,200,000
22 ("Settlement Amount") which will be used to fund this Settlement and make payments to Class
23 Members, who will be paid on an all-in non-reversionary opt-out basis. The Settlement
24 Amount excludes the employer share of taxes on the wage component of the Settlement which
25 will be separately funded by Defendant. HH Decl. ¶10.

26 The monetary terms of the class action settlement are summarized below:

- Settlement Amount. S.A. ¶¶1.20, 3.5: \$1,200,000

- Court-approved Attorneys' Fees (35%). S.A. ¶3.6: (\$400,000)
- Court-approved Cost Award. S.A. ¶3.6: (\$20,000)
- Court-approved Service Award. S.A. ¶3.8: (\$15,000)
- Maximum settlement administration costs. S.A. ¶3.7: (\$13,000)
- 75% PAGA Payment to LWDA. S.A. ¶3.9: (\$30,000)
- 25% PAGA Share to Aggrieved Employees. S.A. ¶3.9: (\$10,000)

Total Deductions from Settlement Amount: (\$488,000)

Net Settlement Amount. S.A. ¶1.16: \$712,000

The approximate estimated simple average class settlement payment, assuming maximum awards and participation by 760 individuals, calculates to \$936.84 ($\$712,000 \div 760$). HH Decl. ¶12. There are presently no other claims or lawsuits that would be impacted by this settlement. HH Decl. ¶13.

B. Class Members

Settlement Class Members are defined as follows:

All current and former non-exempt employees who worked for Defendant Buena Vida Learning Services, Inc. in California during the period starting February 5, 2020 through May 7, 2025 ("Class Period"). S.A. ¶¶1.4 and 1.22.

C. Settlement Payments to Class Members

The Individual Settlement Payment to each Settlement Class Member will be determined by the total number of Workweeks Worked by the entire Settlement Class during the Class Period. S.A. ¶¶1, 1.25, 4.3.

The Per Workweek Settlement Amount shall be calculated by counting the total number of Workweeks Worked by all Settlement Class Members and dividing the Net Settlement Amount by that number. Each Participating Settlement Class Member will receive an Individual Settlement Payment equal to his or her number of Workweeks Worked during the applicable Class Period multiplied by the Per Workweek Settlement Amount. *Id.* Assuming maximum awards under the settlement and 60,800 total workweeks, the workweek value calculates to \$11.71 ($\$712,000 \div 60,800$). HH Decl. ¶11.

1 **D. Settlement Allocation to Class Members**

2 The Individual Settlement Payments to Participating Settlement Class Members are
3 allocated for tax purposes as follows: claimed unpaid wages – 10% of each Settlement
4 Payment; claimed interest and claimed penalties – 90% of each Individual Settlement
5 Payment. Class Members will be responsible for paying their share of all taxes due on their
6 Settlement Payment other than the employer’s share of payroll taxes, and all required
7 withholdings and deductions which will be calculated and withheld by the Settlement
8 Administrator. S.A. ¶4.9.

9 **E. Opt-Outs and Objections**

10 Class Members will have sixty (60) days from the mailing of the Class Notice to opt
11 out, object to the Settlement, or dispute the number of workweeks attributable to them. S.A.
12 ¶¶4.4, 4.5, & 4.6.

13 Class Members may elect to exclude themselves (“Opt Out”) from the Settlement by
14 timely submitting a written request to be excluded from the Settlement. S.A. ¶4.5. The Opt-
15 Out Request must include the Class Member’s name, address, telephone number, and the last
16 four digits of the Social Security number, and reasonably communicate the Class Member’s
17 election to be excluded from the Settlement. Class Notice, §13.

18 Class Members who have not filed an Opt-Out Request may object to the Settlement
19 by submitting a written request to the Settlement Administrator. S.A. ¶4.6. The written
20 objection must contain the Class Member’s name, address, phone number, the name of this
21 case and a description of the objection. Class Notice, §16; S.A. ¶4.6.

22 Any dispute shall be resolved by the Settlement Administrator with the assistance of
23 Settlement Class Counsel and Defense Counsel. Absent clear evidence submitted by the
24 Settlement Class Member establishing that the workweeks are not as presented in their Class
25 Notice, Defendant’s records shall presumptively control. S.A. ¶4.4.

26 **F. Release**

Release As To All Participating Class Members. Upon the Effective Date and funding
in full of the Settlement Amount by Defendant, all Settlement Class Members who do not

1 timely opt out of the Settlement (“Participating Class Members”), including their heirs,
2 assigns, estates, and representatives, shall be deemed to fully forever, irrevocably, and
3 unconditionally release and discharge the Released Parties from the Released Claims. The
4 Settlement Agreement shall be in full settlement, compromise, release, and discharge of the
5 Released Claims and each of them, and the Released Claims by the Class Representative, and
6 the Released Parties shall have no further liability or obligation to any Class Member and/or
7 the Class Representative with respect to the Released Claims and Class Representative’s
8 Released Claims, except as expressly provided herein. S.A. ¶5.1.

9 Release As To All Aggrieved Employees. Upon the Effective Date and funding in full
10 of the Settlement Amount by Defendant, Plaintiff, PAGA Settlement Class Members, and the
11 State of California shall be deemed to fully forever, irrevocably and unconditionally release
12 and discharge the Released Parties from the Released PAGA Claims. S.A. ¶5.1.

13 “Released Class Claims” means any and all claims reasonably related to or arising out
14 of the factual allegations pled in the Operative Complaint in this Action and in any related
15 notices sent to the LWDA, including all claims made and that could have been made in such
16 pleading reasonably related to or arising out of the factual allegations therein during the Class
17 Period. The Released Claims include but are not limited to claims for any alleged or actual
18 failures to timely, fully, properly, or completely pay any minimum wages, regular wages,
19 overtime premium wages, meal or rest period premium wages, or any and all other wages or
20 compensation owed to the Settlement Class; any and all alleged or actual failures to comply
21 with meal or rest period requirements; any alleged or actual failures to provide proper,
22 accurate, timely, adequately descriptive, or complete wage statements or pay stubs; any and
23 all alleged or actual failures to fully or properly reimburse or indemnify for any and all
24 employment-related expenses; any and all alleged or actual failures to pay all wages, or
25 compensation owed to a fired, quitting, or otherwise departing employee; any and all alleged
26 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

1 produce employee records; and any and all alleged or actual failures to pay any interest or
2 penalties owed as a result of any and all of the foregoing. The Plaintiff and Settlement Class
3 Members will release Defendant and the Released Parties from all remedies that could be
4 claimed in connection with the Released Claims including but not limited to, statutory,
5 constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest,
6 attorneys' fees, litigation costs, restitution, and equitable relief. S.A. ¶1.17.

7 "Released PAGA Claims" means all claims for civil penalties pursuant to PAGA that
8 are reasonably related to or arising out of the factual allegations in the Operative Complaint
9 in this Action and/or Plaintiff's PAGA notice to the LWDA which occurred during the PAGA
10 Period. The Plaintiff and the PAGA Settlement Class will release Defendant and the Released
11 Parties from all remedies that could be claimed in connection with the Released PAGA Claims
12 including but not limited to, statutory penalties, interest, attorneys' fees, and litigation costs.
S.A. ¶1.18.

13 "Released Parties" means Defendant Buena Vida Learning Services, Inc. and its
14 former and present subsidiaries, affiliates, parents, agents, employees, members, investors,
15 partners, owners, directors, officers, attorneys, trustees, insurers, representatives,
16 predecessors, successors, assigns, shareholders, owners, members, including but not limited
17 to Jaime Rodriguez and Magdalena Miranda, payroll companies, and any other persons acting
18 by through, under, or in concert with any of them. S.A. ¶1.19.

19 "Effective Date" means and refers to the date when all of the following events have
20 occurred: (1) the Settlement Agreement has been executed by all Parties; (2) the Court has
21 given preliminary approval to this Settlement Agreement; (3) the Class Notice has been sent
22 to Settlement Class Members, providing them with an opportunity to object to the terms of
23 this Settlement Agreement or to opt out of the Settlement; (4) the Court has held a formal
24 fairness hearing and entered a final Order and Judgment certifying the Settlement Class, and
25 approving the Settlement Agreement; and (5) in the event there are written objections filed
26 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

1 the Court's overruling of objections to the settlement, then the Effective Date will be 20
2 calendar days after the appeal is dismissed or after an appellate decision affirming the
3 Judgment becomes final and non-appealable. S.A. ¶1.10.

4 Only Plaintiff will be providing a general release and waiver of Civil Code §1542.
5 S.A. ¶5.2.

6 **G. Service Award to Named Class Representative**

7 As part of the settlement, at the time of seeking final approval of the proposed class
8 action settlement, Plaintiff will separately apply for a Service Award in the amount of Fifteen
9 Thousand Dollars (\$15,000) for her services to the Settlement Class. S.A. ¶3.8. "[I]ncentive
10 awards are fairly typical in class action cases ... and are intended to compensate class
11 representatives for work done on behalf of the class [and] to make up for financial or
12 reputational risk undertaken in bringing the action." *In re Cellphone Fee Termination Cases*
13 (2010) 186 Cal.App.4th 1380, 1393-94. Plaintiff's requested incentive payment is intended to
14 recognize Plaintiff's contributions on behalf of the Class and is fair in relation to the total
15 settlement, her efforts, and standing alone. HH Decl. ¶14. Plaintiff has put a significant
16 amount and time and effort participating in this case and understands her role and obligations
as class representative. Declaration of Maria Cristina Angulo, ¶¶3-8.

17 **H. Attorneys' Fees & Costs**

18 Defendant agrees not to oppose Plaintiff's counsel's application for an attorneys' fees
19 award of \$400,000, which is one-third (33 1/3%) of the Settlement Amount of \$1,200,000,
20 and payment of documented litigation costs and expenses up to \$20,000. S.A. ¶3.6. Plaintiff
21 will submit detailed support for her request for a fee award along with her motion for final
22 approval of the settlement. For now, counsel submits that the requested fee is fair
23 compensation for undertaking a complex, risky, expensive, and potentially time-consuming
24 litigation involving this case on a purely contingent fee basis. Here, counsel has incurred
substantial attorneys' fees independently conducting pre-filing investigations, analyzing the
25 claims, litigating the case, conducting legal research and analysis, reviewing significant
26 documentary and electronic records produced by Defendant, performing data analysis of

1 employee timekeeping data and payroll records, preparing for and attending a full-day
2 mediation, negotiating the settlement, preparing and amending the long-form Joint Stipulation
3 of Class Action and PAGA Settlement, Class Notice, and preparing this Motion for
4 Preliminary Approval, and otherwise aggressively pursuing the interests of the putative class.
5 HH Decl. ¶15.

6 Both California and federal courts have recognized that an appropriate method for
7 awarding attorneys' fees in class actions is to award a percentage of the "common fund"
8 created as a result of the settlement. *See Wershba v. Apple Computer, Inc.* (2001) 91
9 Cal.App.4th 224, 254 (recognizing both the "percentage of recovery" and "lodestar/
10 multiplier" methods). Plaintiff counsel's request for fees of one-third (33 1/3%) of the
11 Settlement Amount is within the range of reasonableness. Historically, courts have awarded
12 percentage fees in the one-third range. *See, e.g., Laffitte v. Robert Half Int'l, Inc.* (2014) 231
13 Cal.App.4th 860, 878 ("[S]tudies show that . . . fee awards in class actions average around
14 one-third of the recovery."); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 n.11 (2008)
15 (accord); Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study*,
16 J. of Empirical Legal Studies, Vol. 1, Issue 1, 27-78, March 2004, at 35 (independent studies
17 of class action litigation nationwide conclude that a one-third fee is consistent with market
18 rates).

19 In conclusion, counsel submits that its request for attorneys' fees is reasonable when
20 viewed as an overall percentage of the settlement as well as with reference to counsel's
21 loadstar. In light of the risks and significant work undertaken by counsel, the results obtained
22 for the class, and the efficiency with which the Parties collaborated to conduct the litigation,
23 the fee and cost request is fair and reasonable. HH Decl. ¶16.

24 **IV. PRELIMINARY APPROVAL IS WARRANTED**

25 Rules of Court, rule 3.769 conditions the settlement of a class action on court approval,
26 which is generally evaluated under the federal standards applicable under Rule 23 of the Fed.
R. Civ. P. 23. *See Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337
(2012) (stating that Rule 3.769 requires the trial court to determine "that the settlement is fair,

1 reasonable and adequate to all concerned"); *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150
2 F.3d 1011, 1026 (stating that Rule 23(e) requires the trial court to determine "whether a
3 proposed settlement is fundamentally fair, adequate, and reasonable"). To be approved, a
4 settlement must be "fair, reasonable and adequate to all concerned." *Reed*, 208 Cal.App.4th at
5 337. Settlement is the preferred means of dispute resolution, particularly in complex class
6 action litigation. See *In re Syncor ERISA Litig.* (9th Cir. 2008) 516 F.3d 1095, 1101. The
7 Court's role in evaluating a proposed settlement is limited to ensuring that the agreement taken
8 as a whole is fair, and is not the product of fraud or collusion between the negotiating parties.
9 See, e.g., *Hanlon*, 150 F.3d at 1027. There is an initial presumption of fairness when the
10 settlement agreement was negotiated at arms' length by experienced counsel. See, e.g., *Kullar*
11 *v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130. A trial court's decision to approve
12 a class action settlement is within the sound discretion for the trial judge and may be reversed
13 only if the trial court acted outside of its broad discretion. See *Munoz v. BCI Coca-Cola*
Bottling Co. of L.A. (2010) 186 Cal.App.4th 399, 407.

14 **A. Standard for Preliminary Approval**

15 To make a fairness determination, the Court should consider several factors, including:
16 "The strength of Plaintiff's case, the risk, expense, complexity and likely duration of further
17 litigation, the risk of maintaining class action status through trial, the amount offered in
18 settlement, the extent of discovery completed and the stage of the proceedings, [and] the
19 experience and views of counsel." *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.
20 "The list of factors is not exclusive and the Court is free to engage in a balancing and weighing
21 of the factors depending on the circumstances of each case." *Wershba v. Apple Computer,*
22 *Inc., supra*, 91 Cal.App.4th at 245. It should be noted that the reasonableness of a settlement
23 is not dependent upon its actual value approaching the potential recovery plaintiff might have
24 received if he had succeeded at trial, *Sutter Health Unins. Pricing Cases* (2009) 171 Cal. App.
25 4th 495, 511 (emphasizing that the court must be mindful that "[t]he ... class case could have
26 gone to an incredibly lengthy and expensive jury trial, and the class could have lost the case"
and must account for that likelihood in discounting the value of the claims for settlement

1 purposes [emphasis in original]). As discussed below, the proposed settlement is fair, adequate
2 and reasonable in light of the overall balance of factors in this case.

3 **B. The Strength of Plaintiff's Case**

4 1. Unpaid Overtime

5 Plaintiff contended that she frequently worked shifts exceeding 8 hours but was only
6 compensated at her base rate, and not at an overtime rate, for all hours. Upon further discovery,
7 Defendant contends that its overtime payment policies were lawful, and that it paid for all
8 time worked, including any overtime worked by Settlement Class Members. Defendant also
9 contends that its policies clearly require for overtime to be paid at an employee's regular rate
10 of pay. Defendant further contends that it did not pay non-exempt employees any non-
11 discretionary bonus or shift differential that would impact the regular rate of pay calculation.
12 HH Decl. ¶17.

13 Defendant further countered that employees were exempt from overtime requirements
14 by Wage Order 15 (Household Occupations) because they were "personal attendants¹."
15 Moreover, although Lab. Code §1451(b) ("The Domestic Worker Bill of Rights") extends
16 overtime rights to personal attendants, it expressly excludes any person "who is employed by,
17 or contracts with, an organization vendored or contracted through a regional center" such as
18 BVLS. HH Decl., ¶18.

19 Plaintiff contended that because class members provided services outside private
20 households, they would not be personal attendants and that the overtime requirements of Wage
21 Order 15 applicable to "non-LIVE-in" employees would apply. BVLS represented that
22 services were primarily provided in the home and even to the extent they were provided
23 outside, "the status of 'personal attendant'" would apply because "no significant amount of
24 work other than" attendant services in-home was required. Although Plaintiff responded that

25 ² See, e.g., Cal. Code Regs. § 13520 (a good-faith dispute exists to a claim for waiting time penalties "when an
26 employer presents a defense, based in law or fact which, if successful, would preclude any recovery on the part
of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith
dispute did exist.").

1 BVLS's status as an in-home provider will not insulate it from paying overtime to employees
2 providing services outside the home, Plaintiff's understanding is that such shifts were never
3 longer than 5 to 6 hours in length. HH Decl., ¶19.

4 Plaintiff further contended that because BVLS's handbook provided for a standard
5 overtime policy and made no reference to the machinations noted above, it was bound to pay
6 overtime per its own policy. Ultimately, overtime coverage will hinge on a court's
7 interpretation of "no significant amount of work," the extent to which a particular class
8 member provided services outside the home (a potential issue re commonality and typicality
9 for certification), and whether the handbook's overtime provisions trump the foregoing. Based
10 on the defenses alleged, as well as fact that the failure to pay wage claims will rest on
11 testimony from Plaintiff and Class Members, and evidence of such violations is scant and a
12 potential issue for commonality and typicality required for certification, Plaintiff does not
13 believe that an overtime differential will be owed for more than 15% of the 192,948 total
14 shifts. At 30 minutes of overtime owed per shift and overtime differential of \$8.77 (based on
an average hourly rate of \$17.54), exposure comes to \$126,911.55. HH Decl., ¶20.

15 2. Meal Breaks

16 BVLS's Handbook permits meal periods but makes no reference to the availability of
17 premium wages. The payroll records do not reflect the payment of any premiums nor do the
18 available time records reflect meal break clock outs. Defendant contends that its meal break
19 policies were lawful. Defendant further contends that Plaintiff, as well as all other Educators,
20 signed On-Duty Meal Period Agreements, which detail and acknowledge that the nature of
21 their job—providing care to disabled individuals requiring substantial supervision and
22 assistance—satisfies California's requirements for Educators to take valid on-duty meal
23 periods. Defendant contends that Educators were paid for all of their working time, including
24 on-duty meal breaks taken in accordance with valid signed on-duty meal period agreements,
which have been in place since BVLS began operations. Defendant further contends that
25 BVLS supervisors received one-hour *paid* meal breaks and other staff positions enjoyed much
26 flexibility in taking timely off-duty meal breaks during their work days. Plaintiff does not

1 dispute that the employment circumstances were such that on-duty meals would not be
2 justified but contends that on-duty meal agreements were rolled out in response to a prior
3 settlement such that shifts prior to August 30, 2022 would not be subject to any on-duty
4 agreements. HH Decl., ¶21.

5 Prior to August 30, 2022, Plaintiff counts 82,230 shifts greater than 5 hours. At a
6 regular rate of \$17.54, potential maximum exposure across all such shifts would total
7 \$1,442,314.20. Nevertheless, a meal period claim will nevertheless require substantial
8 individual inquiry to be able to determine whether a meal period was taken or waived by an
9 employee and for Plaintiff to craft some theory that will lend itself to certification across
10 varying job circumstances, and potential exclusion for “personal attendants” from meal period
11 requirements under Wage Order 15. Plaintiff does not value a meal break claim in excess of
12 50% of the assessed exposure, or \$721,157.10. HH Decl. ¶22.

13 3. Rest Breaks

14 As with meal breaks, BVLS’s Handbook permits rest periods but makes no reference
15 to the availability of premium wages. The payroll records do not reflect the payment of any
16 premiums. Defendant contends that its rest break policies were lawful. Defendant further
17 contends that there is no evidence that Plaintiff or any Class Members were ever denied the
18 opportunity to take an uninterrupted paid off-duty rest break or were disciplined for taking a
19 break. Defendant further contends that BVLS employees enjoyed great latitude in managing
20 their time and taking breaks throughout their shifts. Defendant contends that supervisors and
21 staff controlled their own schedules and took off-duty rest breaks, often more than the amount
22 of breaks required under California law. Lastly, Defendant contends that employees who
23 failed to take a rest break did so voluntarily and that BVLS is not legally obligated to force
24 employees to take rest breaks. HH Decl. ¶23.

25 Notably, Wage Order 15 exempts “personal attendants” from rest period requirements.
26 Plaintiff counts 180,471 rest-break eligible shifts but realistically, as with overtime and meal
break coverage, potential exposure may be limited to about 15% of such shifts where the
“personal attendant” definition may potentially not apply. At 27,070 shifts and an average

1 regular rate of \$17.54, exposure comes to \$474,807.80. Accounting for potential class
2 certification risk, Plaintiff does not value a rest break claim in excess of \$300,000 for the class.
3 HH Decl. ¶24.

4 4. Waiting Time Penalties

5 The claim for waiting time penalties would be derivative of the claims for unpaid
6 wages and meal and rest premiums and the weaknesses described there would directly impact
7 the viability of this claim. *See Naranjo v. Spectrum Sec. Svcs.* (2022) 13 Cal.5th 93. At 396
8 terminated employees, maximum waiting time penalties calculate to \$1,654,646.40 (396
9 employees x 30 days x 8 hours per shift x \$17.41 average hourly rate). But given weaknesses
10 of the underlying claims, Plaintiff does not believe the value of this claim exceeds 30% of the
assessed maximum, or \$496,393.92. HH Decl. ¶25.

11 5. Unpaid Vacation

12 Defendant maintained a compliant vacation policy that allowed the accrual of vacation
13 hours to full-time employees after completion of 90 days of employment. The benefit accrued
14 based on an employee's length of employment and not on hours worked. Thus, additional
15 vacation wages would not be owed on a derivative basis to the extent Plaintiff claimed that
16 any work hours are unpaid. The policy did not permit forfeiture of accrued vacation and
17 required that all earned and unused vacation time be paid upon an employee's separation.
18 Accordingly, Plaintiff does not attribute any value to this claim. HH Decl. ¶26.

19 5. Wage Statement Penalties

20 The regular wage statements issued to employees were facially compliant with the
21 requirements of Labor Code Section 226. As with waiting time penalties, this claim is
22 derivative of unpaid wage, meal, and rest break violations. *See Naranjo, supra.* Although
23 maximum exposure calculates to \$1,601,000 for the 16,234 wage statements at issue, value
24 may be assessed to 30% of the maximum exposure, or \$480,300, due to this claim's reliance
on the underlying claims and subject to weaknesses described therein. HH Decl. ¶27.

1 6. Unreimbursed Business Expenses

2 Plaintiff contends that employees were required to use their personal cell phones for
3 work related communication and that employees should have been reimbursed for such use.
4 The potential amounts owed will be a percentage of an employees' cell phone bill for work-
5 related use. *See Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.
6 Defendant denies that it required Plaintiff and the Class Members to use their personal cell
7 phones while working for Defendant. Defendant contends that it paid for all reasonable and
8 necessary expenses incurred by Plaintiff and Class Members, and that the reimbursement
9 claim has little to no value. Defendant further contends that it reimbursed Educators, including
10 Plaintiff, \$10 every month for use of their personal cell phones. Meanwhile, Defendant further
11 contends that supervisors received a company cell phone. In regard to mileage
12 reimbursements, BVLS' policy specifically states that employees are provided mileage
13 reimbursement. Defendant contends that the records show that employees were indeed
reimbursed for the use of their personal vehicles. HH Decl. ¶28.

14 Plaintiff contended that a \$10.00 per pay period reimbursement was insufficient and
15 needed to be at least \$5.00 per workweek. At \$5.00 for each of the 60,608 workweeks (without
16 offset for amounts paid), total damages tally to \$303,040. There are potential issues of proof
17 relating to variability of cell phone plans and availability of records such that a 50% discount
18 relating to certification risk and prevailing on the merits of the claim is warranted. As such,
19 the value of the claim calculates to \$151,520. HH Decl. ¶29.

20 7. PAGA Claims

21 The intention of PAGA penalties is not to serve a punitive or compensatory purpose
22 but to sufficiently act as a deterrent to future Labor Code violations. As such, to the extent
23 PAGA penalties are assessed, Plaintiff expects for a court to impose substantial discretionary
24 reductions and provide for a nominal award as this Defendant is a smaller employer and a
25 prior settlement involving PAGA claims will likely deemed a sufficient enough deterrent to
26 Labor Code violations. In light of this, and also because of potential defenses to the substantive

1 claims that would bear on PAGA liability, an allocation of \$30,000 for settlement of the
2 PAGA claim for the period after the prior settlement is extremely reasonable. HH Decl. ¶30.

3 **C. Risks and Uncertainty**

4 Although Plaintiff steadfastly maintains that her claims are meritorious, she
5 acknowledges that her position includes real risks and uncertainty. In deciding whether to
6 approve the settlement, the Court must balance the risk factors against an “understanding of
7 the amount in controversy and the realistic range of outcomes of the litigation.” *Kullar*, 168
8 Cal.App.4th at 130, 133; *Munoz*, 186 Cal.App.4th at 408-09. In this case, the settlement is fair
9 and adequate when compared to the total potential exposure and the risks inherent in
10 Plaintiff’s claims. HH Decl. ¶31.

11 As courts have observed, “simply because a settlement may amount to only a fraction
12 of the potential recovery does not in itself render it unfair or inadequate. Compromise is the
13 very nature of settlement.” *Boyd v. Bechtel Corp.* (C.D. Cal. 1979) 485 F. Supp. 610, 618. In
14 this case, Plaintiff considers the settlement to be significantly more than a “fraction,”
15 particularly considering the various potential complications, dangers and pitfalls that
16 proceeding would entail. HH Decl. ¶31.

17 In addition to considering the value of immediate payment for Settlement Class
18 Members, Plaintiff’s counsel discounted the value of the class claims based on a variety of
19 factors, including the California Supreme Court’s decision in *Brinker Restaurant Corp. v.*
20 *Superior Court* (2012) 53 Cal.4th 1004. In addition to the arguments that Defendant set forth
21 above, Defendant further contended that, to the extent it was required to provide breaks, it
22 sufficiently provided its employees with breaks without “policing” them. Moreover,
23 Plaintiff’s theory of liability for rest break violations was weaker since employers have no
24 obligation to record rest breaks (as rest breaks are paid breaks). The relative lack of written
25 proof, except for potential testimony from Settlement Class Members, diminished the prospect
26 of certifying the claim. Thus, a significant discount on those claims was warranted. HH Decl.

¶¶21-24.

The potential penalties were deemed to be substantial claims. In response, Defendant

1 raised the good-faith dispute defense to the waiting time penalty claims, thereby precluding
2 their imposition². Success on the penalty claims would require proving that the Defendant's
3 conduct was "willful." As to PAGA claims, there existed a high likelihood of a nominal award.
4 HH Decl. ¶¶25, 27, and 30.

5 In short, Plaintiff's ability to prevail on certification and merits was far from certain.
6 There is the risk that prolonged litigation would likely have produced a worse result for
7 Settlement Class Members. Thus, this factor supports preliminary approval.

8 **D. Risk, Expense, Complexity, and Duration of Further Litigation**

9 This factor also weighs in favor of settlement approval. The parties had engaged in
10 significant review and assessment of the asserted claims which included expert assistance.
11 Defendant could have moved for summary adjudication on all or some of the claims.
12 Moreover, preparation for class certification and trial remained for the Parties as well as the
13 prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or
14 summary judgment ruling. As a result, the parties would incur considerably more attorneys'
15 fees and costs through trial. This settlement avoids those risks and the accompanying expense.
16 HH Decl. ¶32. Hence, an additional support for a preliminary approval.

17 **E. Risk of Maintaining Class Action Status**

18 To the extent any claims were certified, Defendant would certainly seek to decertify
19 them. Absent settlement, there was a risk that there would never be a certified class. HH Decl.
20 ¶33. Thus, this factor, too, supports preliminary approval of the settlement.

21 **F. Amount Offered in Settlement Given Realistic Value of Claims**

22 This proposed settlement provides a fair and reasonable monetary recovery for the
23 Class in the face of disputed claims and significant hurdles. HH Decl. ¶31. Courts recognize
24 that the reasonableness of a settlement is not dependent upon it approaching the potential

25 ² See, e.g., Cal. Code Regs. § 13520 (a good-faith dispute exists to a claim for waiting time penalties "when an
26 employer presents a defense, based in law or fact which, if successful, would preclude any recovery on the part
of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith
dispute did exist.").

1 recovery plaintiffs might receive if successful at trial. *See In re Omnivision Tech., Inc.* (N.D.
2 Cal. Jan. 9, 2008) 2008 WL 123936; *see also Nat'l Rural Telecomm. Coop. v. Directv, Inc.*
3 (C.D. Cal. 2004) 221 F.R.D. 523, 527 (“well settled law that a proposed settlement may be
4 acceptable even though it amounts to only a fraction of the potential recovery”); *Officers for*
5 *Justice v. Civil Serv. Comm* (9th Cir. 1982) 688 F. 2d 615, 628 (it is “the complete package,
6 taken as a whole rather than the individual component parts, that must be examined for overall
7 fairness”). The \$1,200,000 Settlement Amount captures 52.7% of the \$2,276,282.57 assessed
8 case value on viable class claims, which is extremely favorable given the significant risk
9 factors described above. At a net settlement amount of \$712,000, class members will be
10 recovering 31.3% of the assessed case value, which represents an excellent recovery. HH
Decl. ¶31.

11 **G. Discovery Completed and the Status of Proceedings**

12 The lawsuit involved the production of substantial payroll and timekeeping records. It
13 was only after the completion of this process and expert analysis that the parties participated
14 in mediation and reached the proposed settlement. HH Decl. ¶¶9 & 10. Here is an additional
15 factor germane to the preliminary approval.

16 **H. The Experience and Views of Counsel**

17 "Parties represented by competent counsel are better positioned than courts to produce
18 a settlement that fairly reflects each party's expected outcome in litigation." *In re Pacific*
19 *Enterprises Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 378. Here, Plaintiff is
20 represented by competent and experienced counsel who pressed Plaintiff's claims forward
21 against a reputable defense firm. Class Counsel possesses extensive experience litigating wage
22 and hour class actions from the plaintiff side and has been appointed as class counsel in
23 numerous cases alleging similar claims. HH Decl. ¶¶2-3, Declaration of Zorik Mooradian
24 (hereinafter “ZM Decl.”) ¶¶2-5. Class Counsel conducted review and analysis of Defendant's
25 practices and timekeeping and payroll records and drew on its extensive experience in similar
26 cases to effectively assess the strengths and weaknesses of Plaintiff's claims. The settlement
was also reached with the input and assistance of an experienced and respected neutral

mediator. HH Decl. ¶¶9 & 10. This factor strongly supports preliminary approval. *See, Kullar, supra*, 168 Cal.App.4th at 130 ("The court undoubtedly should give considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement represents an arm's length transaction entered without self-dealing or other potential misconduct.").

V. THE PRELIMINARY APPROVAL STANDARD HAS BEEN MET

The Court should grant preliminary approval of the settlement and direct that notice be given if the proposed settlement when it: (1) falls within the range of possible approval; (2) appears to be the product of serious, informed and non-collusive negotiations; and (3) has no obvious deficiencies. *See Manual for Complex Litigation* § 30.41 (3rd Ed. 1995); *4 Newberg on Class Actions* § 11:24-25 (4th Ed. 2013).

The proposed settlement reflects a substantial portion of the estimated recovery that the Settlement Class could reasonably expect in light of the potential litigation risks. As well, the proposed settlement is for a sizable sum in light of the strong defenses and provides for significant individual recovery. In accordance, the proposed settlement is within the range of possible approval for communication of a notice in conformity and consideration thereof by the Settlement Class. The Court will have the opportunity to again assess the reasonableness of the settlement after the Class has had the opportunity to opt-out or object. HH Decl. ¶34.

A. The Settlement Resulted From Serious, Informed, and Non-Collusive Negotiations

This proposed class-wide settlement is the result of arm's-length negotiations by counsel, punctuated by a full-day mediation session before an experienced mediator and is, therefore, entitled to an initial presumption of fairness. *See Kullar*, 168 Cal.App.4th at 130. Plaintiff reviewed data for the class and conducted analysis of the data and records, with the participation of an expert, to arrive at her estimated damage figures. HH Decl. ¶¶9-10, 16-27.

The parties reached an agreement to mediate before Mr. David S. Phillips, a respected neutral mediator and agreed to a settlement. They then finalized the Joint Stipulation of Class Action and PAGA Settlement. HH Decl. ¶10. Therefore, this factor also supports preliminary

1 approval.

2 **B. Provisional Class Certification is Appropriate Here**

3 “Litigation by class action has long been recognized as a superior method of resolving
4 wage and hour claims in California.” *Martinez v. Joe’s Crab Shack Holdings* (2013) 221
5 Cal.App.4th 1148, 1152. Class certification is appropriate when there exists “an ascertainable
6 and sufficiently numerous class, a well-defined community of interest, and substantial benefits
7 from certification that render proceeding as a class superior to alternatives.” *Brinker*, 53
8 Cal.4th 1004 at 1021. As the Supreme Court has noted, “[c]laims alleging a uniform policy
9 consistently applied to a group of employees in violation of the wage and hour laws are of the
10 sort routinely, and properly, found suitable for class treatment.” *Id.* at 1033. This is exactly
11 such a case.

12 **1. The Proposed Class Is Ascertainable and Numerous**

13 A class is "ascertainable" where the members "may be readily identified without
14 unreasonable expense or time by reference to official [or business] records." *See Sevidal v.*
15 *Target Corp.* (2010) 189 Cal.App.4th 905, 919 (alterations in original). Here, the proposed
16 Class is defined by reference to two objective characteristics: (1) individuals who worked as
17 non-exempt employees for Defendant in California, and (2) who worked for Defendant at
18 some time during the putative class period. Therefore, Class Members can be identified from
19 Defendant’s personnel and other employment records. As to numerosity, the Class consists of
20 at least 760 individuals, making it highly impracticable to bring all class members before the
21 Court. HH Decl. ¶8.

22 **2. The Community of Interest Requirements for Class Treatment are Met**

23 “[T]he community of interest requirement embodies three factors: (1) predominant
24 common questions of law or fact; (2) class representatives with claims or defenses typical of
25 the class; and (3) class representatives who can adequately represent the class.” *Brinker*, 53
26 Cal.4th at 1021.

1 **a. Common Issues of Law and Fact Predominate**

2 The focus in a certification dispute is not on the merits of the case, but rather on what
3 types of questions, "common or individual," are likely to arise in the action. *See Sav-On Drug*
4 *Store, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 327. "Common questions of law and fact
5 are required in order to assure the interests of the litigants and the Court are furthered by
6 permitting the suit to proceed as a class action rather than in a multiplicity of separate suits."
7 *Cohen v. DIRECTV, Inc.* (2009) 178 Cal.App.4th 966, 975. Where the defendant
8 systematically engages in policies and practices that allegedly violate the Labor Code and
9 subject all of its employees to the same unlawful conduct, common questions of law and fact
10 will predominate over individualized issues. *See, e.g., Ghazaryan v. Diva Limousine, Ltd.*
11 (2008) 169 Cal.App.4th 1524, 1538 (holding that a class of limousine drivers challenging their
12 compensation plan was proper for class treatment). Here, the predominance factor is met
13 because each claim challenges an alleged common policy or practice that Plaintiff contends is
14 illegal. Plaintiff's claims under the Labor Code are predicated on: a failure to pay for all hours
15 worked; meal, rest period policies and practices. These sorts of claims are commonly held to
16 be proper for class certification. *See, e.g., Williams v. Superior Court* (2013) 221 Cal.App.4th
17 1353, 1371 (certifying class based on uncompensated work time).

18 **b. The Claims of Named Plaintiff Are Typical**

19 The typicality requirement is satisfied where class representatives have claims that are
20 typical of those of the rest of the class. *B.WI. Custom Kitchen v. Owens-Illinois, Inc.* (1987)
21 191 Cal.App.3d 1341, 1347 (finding typicality satisfied where named Plaintiff purchased the
22 same goods as the putative class in a consumer class action). Here, Plaintiff contends that the
23 claims of Plaintiff are typical of those held by the members of the proposed Class. First,
24 Plaintiff was employed by Defendant during the proposed Class Period and was subject to its
25 wage and hour practices. Second, Plaintiff claims she was injured by the same challenged
26 practices she claims injured the Settlement Class as a whole. Therefore, Plaintiff has suffered
the same alleged injuries as the other members of the Settlement Class and satisfies the
typicality requirement.

1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9	10
10	11
11	12
12	13
13	14
14	15
15	16
16	17
17	18
18	19
19	20
20	21
21	22
22	23
23	24
24	25
25	26

2
3
4
5
6
7
8
9
10
11

12
13

14
15
16
17
18
19
20

22
23

24
25
26

1 v. *Carlisle & Jacquelin* (1974) 417 U.S. 156, 173. As a general rule, class notice must strike
2 a balance between thoroughness and the need to avoid unduly complicating the content of the
3 notice and confusing class members. *Wershba*, 911 Cal.4th at 252. The proposed Notice of
4 Settlement is attached as Exhibit 1 to the Joint Stipulation of Class Action and PAGA
5 Settlement. S.A. ¶1.5, Ex. 1.

6 Here, the Parties propose that the settlement be administered by CPT Group (“CPT”
7 or “Settlement Administrator”), an experienced class action settlement administrator. S.A.
8 ¶4.2. The Settlement Administrator’s duties are detailed in the Joint Stipulation of Class
9 Action and PAGA Settlement. *Id.* Settlement Class Members’ addresses are ascertainable
10 through Defendant’s personnel and payroll records. To the extent that the addresses of former
11 employees have changed, CPT will run all the addresses provided through the United States
12 Postal Service Notice of Change Of Address database (which provides updated addresses for
13 any individual who has moved in the previous four years and has notified the U.S. Postal
14 Service of a forwarding address) and perform skip traces to obtain current address
15 information. S.A. ¶4.4. The Settlement Agreement allocates a maximum of \$13,000 for
16 administration expenses, which is appropriate in light of the number of class members and the
17 size of the settlement and the extent of work to be performed in administering the settlement
18 of the class. S.A. ¶3.7. Plaintiff has obtained a \$11,750 administration quote from CPT, a copy
19 of which is included as **Exhibit “C”** to the Declaration of Haik Hacopian. HH Decl., ¶36,
20 Exh. C.

21 The content of the proposed Class Notice satisfies Cal. Rules of Court, rule 3.769(d)
22 because it advises class members of the nature of the claims, basic contentions and denials of
23 the parties and the key terms of the settlement, the deadline to opt-out, or object to the
24 settlement and the procedure by which to do so, explains the recovery formula and expected
25 recovery amount for each class member, and advises them that they will be bound by the terms
26 of the settlement if they do not request exclusion. S.A. ¶1.5, Ex. 1. The proposed Class Notice
will also notify Settlement Class Members of the final approval hearing date and provides the
contact information for Class Counsel, and advises Settlement Class Members that they may

1 enter an appearance through counsel if they wish to. This manner of giving notice satisfies
2 Cal. Rules of Court, rule 3.769(e) as the most reliable and cost-effective method of reaching
3 Settlement Class Members.

4 5 **VII. THE PAGA ALLOCATION AND PAYMENTS SHOULD BE APPROVED**

6 The Settlement allocates \$40,000 for resolution of Plaintiff's PAGA claim with
7 \$30,000 (75%) payable to the LWDA and \$10,000 (25%) payable to the PAGA Settlement
8 Class. S.A. ¶3.9. "PAGA Settlement Class" means all current and former non-exempt
9 employees who worked for Defendant Buena Vida Learning Services, Inc. in California
10 during the PAGA Period ("the period starting July 15, 2023 through . . . May 7, 2025"). S.A.
11 ¶¶1.12 and 1.13. The start date of the PAGA Period is the date after the end of the PAGA
12 settlement/release period in the action entitled Camacho v. BVLS.

13 To the extent an Aggrieved Employee is also a Settlement Class Member, they will
14 receive their Individual PAGA Settlement Payment (S.A. ¶1.24) even if they submit an
15 exclusion request. S.A. ¶3.9. The sum payable to each Aggrieved Employee shall be allocated
16 based on the proportionate number of work weeks worked by the individual Aggrieved
17 Employee during the PAGA Period relative to the total number of work weeks worked by all
18 Aggrieved Employees. *Id.* As required, this Motion and all supporting papers will be
19 concurrently submitted to the LWDA.

20 **VIII. THE COURT SHOULD SET A FINAL APPROVAL HEARING**

21 The Parties request that this Court set a hearing for final approval of the settlement on
22 a date appropriately scheduled to follow the deadline by which Settlement Class Members
23 must file objections to the settlement or opt-out. *See* Cal. Rule of Court, rule 3.769. The parties
24 propose that the final papers in support of the settlement be filed and served no later than 14
25 days prior to the hearing on final approval, and that the hearing on final approval of the
26 settlement be set 125 days after the date of the preliminary approval hearing or by October
31, 2025, to allow a reasonable period for notice and administration, and an opportunity to

1 object to the settlement, without excessive delay to the Class as to the receipt of their
2 settlement shares.

3 **IX. CONCLUSION**

4 For the foregoing reasons, Plaintiff respectfully requests that the Court preliminarily
5 approve the proposed settlement, provisionally certify the Settlement Class, and enter the
6 Proposed Order submitted concurrently herewith.

7 Dated: April 21, 2025

MOORADIAN LAW, APC

8 By: /s/Haik Hacopian

9 Zorik Mooradian, Esq.,

10 Haik Hacopian, Esq.,

11 Attorneys for Plaintiffs Maria Cristina Angulo,
12 individually and on behalf of other persons
13 similarly situated
14
15
16
17
18
19
20
21
22
23
24

Declaration of Haik Hacopian

1 **DECLARATION OF HAIK HACOPIAN**

2 I, Haik Hacobian, declare as follows:

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

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

19 3. The following is a short title index of wage-and-hour class action cases in
20 which I have represented and/or continue to represent named plaintiff in the capacity of co-
21 counsel: Nuno v. Universal Building Maintenance/BC541570; Perez v. Quest
22 Nutrition/BC630914; Cabrera v. Complete Facilities Maintenance/BC538248; Cardenas v.
23 Iron Mountain/BC620476 (appointed as class counsel); Hernandez v. Johnny
24 Rockets/BC604536; Castro v. Advanced Cosmetic Research/BC634270; Linares v. Personal
25 Touch Cleaning/BC613182; Escalante v. Friendly Hills Country Club/BC640583 (appointed
26 as class counsel); Fuentes v. Kamran Staffing/BC604535 (appointed as class counsel);
27 Martinez v. Pampanga Food Company/BC637207; Perez v. El Pollo Loco/JCCP4957
28 (appointed as class counsel); Rosa v. Intercontinental Hotels/BC566377; Serrano v. Noise

(appointed as class counsel); Contreras v. Golden State Foods/BC708535; Avina v. Marriott Vacations Worldwide/8:18-cv-00685-JVS-JPR (appointed as class counsel); Balaguer v. Eminent, Inc/19STCV16803 (appointed as class counsel); Gonzalez v. FMS Management/30-2019-01065563-CU-OE-CXC (appointed as class counsel); Ramos v. Liberty Container Corp./20STCV06560 (appointed as class counsel); Mendoza v. Savage Services Corporation/18STCV04798 (appointed as class counsel); Moreno v. DCX-Chol Enterprises/19STCV19105; Villacana v. Crothall Laundry Services/19STCV16330.

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

5. I know of no conflicts as to why I, or Mr. Mooradian, could not serve as Class Counsel in this matter. I also know of no conflicts that would preclude Ms. Angulo from serving as the Class Representative in this matter.

6. As a result of my prior experience, including as class counsel in other wage and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the proposed class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed settlement is fair to the class, reasonable and more than adequate in view of (i) the strength of Plaintiff's claims and Defendant's defenses, (ii) the risk, expense, complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining class certification and maintaining class action status through trial, (iv) the total settlement amount of \$1,200,000 offered in settlement allowing for significant individual recoveries by employees, (v) the discovery conducted by the Parties in this case, (vi) my experience with similar settlements in wage and hour class actions that have received court approval, and (vii) the fact that the settlement was the result of arms' length negotiations between experienced counsel facilitated by Mr. David Phillips, a respected neutral mediator.

7. Defendant BVLS provides functional skills training services for individuals with developmental disabilities. BVLS employed "Educators" like Plaintiff Angulo who

1 worked directly with “consumers” one-on-one in the field at either the consumer’s home or
2 outside the home, such as to assist and develop the consumer in running errands, learning to
3 use public transportation, community orientation, money management, vocational
4 exploration, meal preparation, self-care, and play and leisure exploration.

5 8. From February 5, 2020 through the date of mediation, there were
6 approximately 760 class members who worked approximately 60,800 workweeks. Plaintiff
7 counts 610 former employees. The average hourly rate of pay is \$17.54. Plaintiff Angulo was
8 employed from August of 2020 through June of 2023.

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

15 10. On February 4, 2025, Plaintiff and Defendant participated in a full-day
16 mediation before Mr. David S. Phillips. The Parties were able to reach a resolution at the
17 mediation and ultimately entered into their Joint Stipulation of Class Action and PAGA
18 Settlement, a true and correct copy of which is attached hereto as **Exhibit “A”**.

19 11. If the Court approves this settlement, Defendant will pay the gross sum of
20 \$1,200,000 ("Gross Settlement Amount" or “GSA”) which will be used to fund this Settlement
21 and make payments to Class Members, who will be paid on an all-in non-reversionary opt-
22 out basis. The Gross Settlement Amount excludes the employer share of taxes on the wage
23 component of the Settlement which will be separately funded by Defendant.

24 12. The Net Settlement Amount to be distributed to Settlement Class Members
25 calculates to \$712,000 after deductions from the \$1,200,000 Settlement Amount for: (1)
26 \$400,000 (one-third of the Settlement Amount) for attorneys’ fees, (2) \$20,000 for litigation
27 costs, (3) \$15,000 for the Service Award to Plaintiff, (4) \$13,000 in maximum settlement
28 administration costs, (5) a \$30,000 payment to the LWDA as its 75% share of the \$40,000

1 allocated to settlement of Plaintiff's PAGA claims, and (6) a \$10,000 distribution to
2 Aggrieved Employees for their 25% share of the PAGA allocation. The approximate
3 estimated simple average class settlement payment, assuming maximum awards and
4 participation by 760 individuals, calculates to \$936.84. ($\$712,000 \div 760$). Assuming
5 maximum awards under the settlement and 60,800 total workweeks, the workweek value
6 calculates to \$11.71 ($\$712,000 \div 60,800$).

7 13. I am unaware of any other pending wage and hour lawsuits against Defendant
8 or lawsuits implicating wage and hour claims of the proposed settlement class here. There was
9 a prior PAGA Settlement involving Defendant which had its release period end on July 14,
10 2023. Accordingly, the PAGA Period here commences the day after on July 15, 2023.
11 Attached hereto as **Exhibit "B"** is a true and correct copy of the PAGA Notice communicated
12 on behalf of Plaintiff to Defendant and the LWDA on February 5, 2024.

13 14. Plaintiff's requested incentive payment of \$15,000 is intended to recognize
14 Plaintiff's contributions on behalf of the Class and is fair in relation to the total settlement,
15 her efforts, and standing alone.

16 15. The Parties have agreed to an attorneys' fees award of \$400,000, which is one-
17 third (33 1/3%) of the Settlement Amount of \$1,200,000, and payment of documented
18 litigation costs and expenses up to \$20,000. My office will submit detailed support for the
19 request for a fee award along with Plaintiff's motion for final approval of the settlement. For
20 now, I submit that the requested fee is fair compensation for undertaking a complex, risky,
21 expensive, and potentially time-consuming litigation involving this case on a purely
22 contingent fee basis. Here, my office has incurred substantial attorneys' fees independently
23 conducting pre-filing investigations, analyzing the claims, litigating the case, conducting legal
24 research and analysis, reviewing significant documentary and electronic records produced by
25 Defendant, performing data analysis of employee timekeeping data and payroll records,
26 preparing for and attending a full-day mediation, negotiating the settlement, preparing and
27 amending the long-form Joint Stipulation of Class Action and PAGA Settlement, Class
28 Notice, and preparing this Motion for Preliminary Approval, and otherwise aggressively

1 pursuing the interests of the putative class.

2 16. I submit that the request for attorneys' fees is reasonable when viewed as an
3 overall percentage of the settlement as well as with reference to my office's loadstar. In light
4 of the risks and significant work undertaken by my office, the results obtained for the class,
5 and the efficiency with which the Parties collaborated to conduct the litigation, the fee and
6 cost request is fair and reasonable.

7 17. Plaintiff contended that she frequently worked shifts exceeding 8 hours but
8 was only compensated at her base rate, and not at an overtime rate, for all hours. Upon further
9 discovery, Defendant contends that its overtime payment policies were lawful, and that it paid
10 for all time worked, including any overtime worked by Settlement Class Members. Defendant
11 also contends that its policies clearly require for overtime to be paid at an employee's regular
12 rate of pay. Defendant further contends that it did not pay non-exempt employees any non-
13 discretionary bonus or shift differential that would impact the regular rate of pay calculation.

14 18. Defendant further countered that employees were exempt from overtime
15 requirements by Wage Order 15 (Household Occupations) because they were "personal
16 attendants." Moreover, although Lab. Code §1451(b) ("The Domestic Worker Bill of Rights")
17 extends overtime rights to personal attendants, it expressly excludes any person "who is
18 employed by, or contracts with, an organization vendored or contracted through a regional
19 center" such as BVLS.

20 19. Plaintiff contended that because class members provided services outside
21 private households, they would not be personal attendants and that the overtime requirements
22 of Wage Order 15 applicable to "non-LIVE-in" employees would apply. BVLS represented
23 that services were primarily provided in the home and even to the extent they were provided
24 outside, "the status of 'personal attendant'" would apply because "no significant amount of
25 work other than" attendant services in-home was required. Although Plaintiff responded that
26 BVLS's status as an in-home provider will not insulate it from paying overtime to employees
27 providing services outside the home, Plaintiff's understanding is that such shifts were never
28 longer than 5 to 6 hours in length.

20. Plaintiff further contended that because BVLS's handbook provided for a standard overtime policy and made no reference to the machinations noted above, it was bound to pay overtime per its own policy. Ultimately, overtime coverage will hinge on a court's interpretation of "no significant amount of work," the extent to which a particular class member provided services outside the home (a potential issue re commonality and typicality for certification), and whether the handbook's overtime provisions trump the foregoing. Based on the defenses alleged, as well as fact that the failure to pay wage claims will rest on testimony from Plaintiff and Class Members, and evidence of such violations is scant and a potential issue for commonality and typicality required for certification, Plaintiff does not believe that an overtime differential will be owed for more than 15% of the 192,948 total shifts. At 30 minutes of overtime owed per shift and overtime differential of \$8.77 (based on an average hourly rate of \$17.54), exposure comes to \$126,911.55.

21. BVLS's Handbook permits meal periods but makes no reference to the availability of premium wages. The payroll records do not reflect the payment of any premiums nor do the available time records reflect meal break clock outs. Defendant contends that its meal break policies were lawful. Defendant further contends that Plaintiff, as well as all other Educators, signed On-Duty Meal Period Agreements, which detail and acknowledge that the nature of their job—providing care to disabled individuals requiring substantial supervision and assistance—satisfies California's requirements for Educators to take valid on-duty meal periods. Defendant contends that Educators were paid for all of their working time, including on-duty meal breaks taken in accordance with valid signed on-duty meal period agreements, which have been in place since BVLS began operations. Defendant further contends that BVLS supervisors received one-hour paid meal breaks and other staff positions enjoyed much flexibility in taking timely off-duty meal breaks during their work days. Plaintiff does not dispute that the employment circumstances were such that on-duty meals would not be justified but contends that on-duty meal agreements were rolled out in response to a prior settlement such that shifts prior to August 30, 2022 would not be subject to any on-duty agreements.

22. Prior to August 30, 2022, Plaintiff counts 82,230 shifts greater than 5 hours. At a regular rate of \$17.54, potential maximum exposure across all such shifts would total \$1,442,314.20. Nevertheless, a meal period claim will nevertheless require substantial individual inquiry to be able to determine whether a meal period was taken or waived by an employee and for Plaintiff to craft some theory that will lend itself to certification across varying job circumstances, and potential exclusion for “personal attendants” from meal period requirements under Wage Order 15. Plaintiff does not value a meal break claim in excess of 50% of the assessed exposure, or \$721,157.10.

23. As with meal breaks, BVLS’s Handbook permits rest periods but makes no reference to the availability of premium wages. The payroll records do not reflect the payment of any premiums. Defendant contends that its rest break policies were lawful. Defendant further contends that there is no evidence that Plaintiff or any Class Members were ever denied the opportunity to take an uninterrupted paid off-duty rest break or were disciplined for taking a break. Defendant further contends that BVLS employees enjoyed great latitude in managing their time and taking breaks throughout their shifts. Defendant contends that supervisors and staff controlled their own schedules and took off-duty rest breaks, often more than the amount of breaks required under California law. Lastly, Defendant contends that employees who failed to take a rest break did so voluntarily and that BVLS is not legally obligated to force employees to take rest breaks.

24. Notably, Wage Order 15 exempts “personal attendants” from rest period requirements. Plaintiff counts 180,471 rest-break eligible shifts but realistically, as with overtime and meal break coverage, potential exposure may be limited to about 15% of such shifts where the “personal attendant” definition may potentially not apply. At 27,070 shifts and an average regular rate of \$17.54, exposure comes to \$474,807.80. Accounting for potential class certification risk, Plaintiff does not value a rest break claim in excess of \$300,000 for the class.

25. The claim for waiting time penalties would be derivative of the claims for unpaid wages and meal and rest premiums and the weaknesses described there would directly

1 impact the viability of this claim. At 396 terminated employees, maximum waiting time
2 penalties calculate to \$1,654,646.40 (396 employees x 30 days x 8 hours per shift x \$17.41
3 average hourly rate). But given weaknesses of the underlying claims, Plaintiff does not believe
4 the value of this claim exceeds 30% of the assessed maximum, or \$496,393.92.

5 26. Defendant maintained a compliant vacation policy that allowed the accrual of
6 vacation hours to full-time employees after completion of 90 days of employment. The benefit
7 accrued based on an employee's length of employment and not on hours worked. Thus,
8 additional vacation wages would not be owed on a derivative basis to the extent Plaintiff
9 claimed that any work hours are unpaid. The policy did not permit forfeiture of accrued
10 vacation and required that all earned and unused vacation time be paid upon an employee's
11 separation. Accordingly, Plaintiff does not attribute any value to this claim.

12 27. The regular wage statements issued to employees were facially compliant with
13 the requirements of Labor Code Section 226. As with waiting time penalties, this claim is
14 derivative of unpaid wage, meal, and rest break violations. See Naranjo, supra. Although
15 maximum exposure calculates to \$1,601,000 for the 16,234 wage statements at issue, value
16 may be assessed to 30% of the maximum exposure, or \$480,300, due to this claim's reliance
17 on the underlying claims and subject to weaknesses described therein.

18 28. Plaintiff contends that employees were required to use their personal cell
19 phones for work related communication and that employees should have been reimbursed for
20 such use. The potential amounts owed will be a percentage of an employees' cell phone bill
21 for work-related use. Defendant denies that it required Plaintiff and the Class Members to use
22 their personal cell phones while working for Defendant. Defendant contends that it paid for
23 all reasonable and necessary expenses incurred by Plaintiff and Class Members, and that the
24 reimbursement claim has little to no value. Defendant further contends that it reimbursed
25 Educators, including Plaintiff, \$10 every month for use of their personal cell phones.
26 Meanwhile, Defendant further contends that supervisors received a company cell phone. In
27 regard to mileage reimbursements, BVLS' policy specifically states that employees are
28 provided mileage reimbursement. Defendant contends that the records show that employees

1 were indeed reimbursed for the use of their personal vehicles.

2 29. Plaintiff contended that a \$10.00 per pay period reimbursement was
3 insufficient and needed to be at least \$5.00 per workweek. At \$5.00 for each of the 60,608
4 workweeks (without offset for amounts paid), total damages tally to \$303,040. There are
5 potential issues of proof relating to variability of cell phone plans and availability of records
6 such that a 50% discount relating to certification risk and prevailing on the merits of the claim
7 is warranted. As such, the value of the claim calculates to \$151,520.

8 30. The intention of PAGA penalties is not to serve a punitive or compensatory
9 purpose but to sufficiently act as a deterrent to future Labor Code violations. As such, to the
10 extent PAGA penalties are assessed, Plaintiff expects for a court to impose substantial
11 discretionary reductions and provide for a nominal award as this Defendant is a smaller
12 employer and a prior settlement involving PAGA claims will likely deemed a sufficient
13 enough deterrent to Labor Code violations. In light of this, and also because of potential
14 defenses to the substantive claims that would bear on PAGA liability, an allocation of \$30,000
15 for settlement of the PAGA claim for the period after the prior settlement is extremely
16 reasonable.

17 31. The settlement is fair and adequate when compared to the total potential
18 exposure and the risks inherent in Plaintiff's claims. I consider the settlement to be
19 significantly more than a "fraction" of potential recovery, particularly considering the various
20 potential complications, dangers and pitfalls that proceeding would entail. This proposed
21 settlement provides a fair and reasonable monetary recovery for the Settlement Class in the
22 face of disputed claims and significant hurdles. The \$1,200,000 Settlement Amount captures
23 52.7% of the \$2,276,282.57 assessed case value on viable class claims, which is extremely
24 favorable given the significant risk factors described above. At a net settlement amount of
25 \$712,000, class members will be recovering 31.3% of the assessed case value, which
26 represents an excellent recovery.

Claim	Exposure	Discount Applied	Value
Unpaid Wages	\$126,911.55	0%	\$126,911.55

1	Meal Period	\$1,442,314.20	50%	\$721,157.10
2	Rest Period	\$474,807.80	37%	\$300,000
3	Unreimbursed	\$303,040	50%	\$151,520
4	Business			
5	Expenses			
6	Waiting Time	\$1,654,646.60	70%	\$496,393.92
7	Wage Statement	\$1,601,000	70%	\$480,300
8	Unpaid Vacation	\$0	0%	\$0
9		\$5,602,720.15		\$2,276,282.57

10 32. The parties had engaged in significant review and assessment of the asserted
11 claims. Defendant could have moved for summary adjudication on all or some of the claims.
12 Moreover, preparation for class certification and trial remained for the Parties as well as the
13 prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or
14 summary judgment ruling. As a result, the parties would incur considerably more attorneys'
15 fees and costs through trial. This settlement avoids those risks and the accompanying expense.

16 33. To the extent any claims were certified, Defendant would certainly seek to
17 decertify them. Absent settlement, there was a risk that there would never be a certified class.

18 34. I submit that the proposed settlement is within the range of possible approval
19 for communication of a notice in conformity and consideration thereof by the Settlement
20 Class. The Court will have the opportunity to again assess the reasonableness of the settlement
21 at the final approval hearing after the Class has had the opportunity to opt-out or object.

22 35. The alternative method of resolution of the claims asserted here would be
23 multiple individual lawsuits, challenging the same alleged wage and hour policies and
24 practices of Defendant, and each seeking a small amount of damages. Such duplicative
25 litigation would be extremely inefficient and costly for the courts and wasteful for judicial
26 forums that would otherwise devote resources to other matters.

27 //

28 //

36. Attached hereto as **Exhibit “C”** is a true and correct copy of the administration quote for \$11,770 provided by the proposed settlement administrator, CPT Group, which is less than the \$13,000 maximum contemplated by the Settlement Agreement.

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

Executed this 21st day of April 2025, in Pasadena, California.

/s/Haik Hacobian
Haik Hacobian, Declarant

EXHIBIT “A” – Settlement Agreement

ZORIK MOORADIAN, Bar No. 136636
zorik@mooradianlaw.com
HAIK HACOPIAN, Bar No. 282361
haik@mooradianlaw.com
MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
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

[ADDITIONAL COUNSEL LISTED ON
FOLLOWING PAGE]

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

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

Plaintiffs,

v.

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

Defendants.

Case No.: 24STCV03136

CLASS AND REPRESENTATIVE ACTION

*[Assigned to Hon. Lawrence P. Riff in Dept.
SS-7]*

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

1 CAMILO ECHAVARRIA (State Bar No. 192481)
CamiloEchavarria@dwt.com

2 EVELYN WANG (State Bar No. 273622)
EvelynWang@dwt.com

3 FRANCES J. CHOI (State Bar No. 322604)
FrancesChoi@dwt.com

4 DAVIS WRIGHT TREMAINE LLP
350 South Grand Avenue, 27th Floor
5 Los Angeles, California 90071
Telephone: (213) 633-6800
6 Fax: (213) 633-6899

7 LAWRENCE SEGAL (State Bar No. 101339)
lawrence@legalsegal.com

8 ANDREW SHUPE (State Bar No. 240635)
andrew@legalsegal.com

9 TABITHA CHAN (State Bar No. 270031)
tabitha@legalsegal.com

10 SEGAL LAW GROUP 9100 Wilshire Boulevard, Suite 616E
Beverly Hills, California 90212-3557
11 Telephone: (310) 550-4840
12 Fax: (310) 550-4848

Attorneys for Defendants

13 BUENA VIDA LEARNING SERVICES, INC.; JAIME RODRIGUEZ; and MAGDALENA
14 MIRANDA

1 IT IS HEREBY STIPULATED AND AGREED, by and among the undersigned parties,
2 subject to the approval of the Court pursuant to Section 382 of the California Code of Civil Procedure
3 and Rule 3.769 of the California Rules of Court, that the settlement of this captioned action shall be
4 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall
5 have the meanings set forth in Section I or elsewhere in this Agreement.

6
7 **I.**

8 **DEFINITIONS**

9 Unless otherwise defined herein, the following terms used in this Agreement shall have
10 the meanings ascribed to them as set forth below:

11 1.1 “Action” means the lawsuit entitled *Maria Cristina Angulo, individually and*
12 *on behalf of others similarly situated v. Buena Vida Learning Services, Inc., et al. and Does 1 to 50,*
13 Los Angeles County Superior Court Case No. 24STCV03136.

14 1.2 “Agreement” or “Settlement Agreement” or “Settlement” means this Joint
15 Stipulation of Class Action and PAGA Settlement, including any Exhibit(s) attached hereto.

16 1.3 “Class List and Data Report” means a list of the names, last known mailing
17 address, and Social Security number of each Settlement Class Member, number of Workweeks
18 Worked by each Settlement Class Member during the applicable Class Period, and employment status
19 of each Settlement Class Member as of the last day of the Class Period. The Class List will be shared
20 only with the Settlement Administrator and will not be shared with Plaintiff’s Counsel.

21 1.4 “Class Period” means the period starting February 5, 2020 through the date
22 upon which the Court grants preliminary approval of the settlement, or May 7, 2025, whichever date
23 is earlier.

24 1.5 “Class Notice” or “Notice of Class Action Settlement” means the notice
25 approved by the Court in the Order of Preliminary Approval in the form substantially similar to Exhibit
26 1, attached hereto. The Class Notice attached as **Exhibit 1** shall be provided to Settlement Class
27 Members. The Class Notice to Settlement Class Members will contain the respective Settlement Class
28

Member's individual information, including name, address, number of Workweeks Worked during the Class Period, and the estimated amount each Settlement Class Member may receive in the Settlement. The Class Notice to be sent to Settlement Class Members will include a Spanish translation provided by the Settlement Administrator; provided, however, that in case of any disagreement or question regarding the translation, the English language version of the Class Notice shall control.

1.6 "Operative Complaint" refers to the First Amended Complaint that Plaintiff will file pursuant to Section 2.3 of this Agreement.

1.7 "Court" means the Superior Court for the County of Los Angeles.

1.8 "Defendant" or "BVLS" means Defendant Buena Vida Learning Services, Inc., unless otherwise indicated.

1.9 "Defense Counsel" means the following:

Camilo Echavarria
Evelyn Wang
Frances J. Choi
Davis Wright Tremaine LLP
350 South Grand Avenue, 27th Floor
Los Angeles, California 90071
Telephone: (213) 633-6800
Facsimile: (213) 633-6899

Lawrence Segal
Andrew Shupe
Tabita Chan
Segal Law Group
9100 Wilshire Boulevard, Suite 616E
Beverly Hills, California, 90212-3557
Telephone: (310) 550-4840
Facsimile: (310) 550-4848

1.10 "Effective Date" means and refers to the date when all of the following events have occurred: (1) this Settlement Agreement has been executed by all Parties; (2) the Court has given preliminary approval to this 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

1 a final Order and Judgment certifying the Settlement Class, and approving this Settlement Agreement;
2 and (5) in the event there are written objections filed prior to the final fairness hearing and overruled:
3 (a) if no appeal is taken, then the Effective Date will be 65 calendar days after the entry of the Judgment
4 or (b) if an appeal is taken from the Court's overruling of objections to the settlement, then the
5 Effective Date will be 20 calendar days after the appeal is dismissed or after an appellate decision
6 affirming the Judgment becomes final and non-appealable.

7 1.11 "Net Settlement Amount" means the portion of the Settlement Amount
8 available for distribution to Participating Settlement Class Members under this Agreement after
9 payment of (1) the attorneys' fees and costs award to be paid to Settlement Class Counsel; (2) the
10 service payment to Plaintiff; (3) all payments to or withholdings for governmental authorities for the
11 employee portion of any payroll taxes or other required taxes or withholdings; (4) all payments to the
12 PAGA Settlement Class and the California Labor Workforce Development Agency ("LWDA") for
13 PAGA penalties; and (5) all costs and fees incurred by and awarded to the Settlement Administrator.
14 One hundred percent (100%) of the Net Settlement Amount, less tax withholdings on the portion
15 characterized as wages, shall be distributed to Participating Settlement Class Members with no
16 reversion to Defendant.

17 1.12 "PAGA Period" means the period starting July 15, 2023 through the date upon
18 which the Court grants preliminary approval of the settlement, or May 7, 2025, whichever date is
19 earlier.

20 1.13 "PAGA Settlement Class" means all current and former non-exempt employees
21 who worked for Defendant Buena Vida Learning Services, Inc. in California at any time during the
22 PAGA Period.

23 1.14 "Participating Settlement Class Member" means a Settlement Class Member
24 who has not timely opted-out of the Settlement.

25 1.15 "Parties" means Defendant and Plaintiff.

26 1.16 "Plaintiff" and "Class Representative" means named Plaintiff Maria Cristina
27 Angulo.

1.17 “Released Claims” means: any and all claims reasonably related to or arising out of the factual allegations pled in the Operative Complaint in this Action and in any related notices sent to the LWDA, 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.

1.18 “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.

1.19 “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.

1.20 “Settlement Administrator” means CPT Group, Inc.

1.21 “Settlement Amount” or “Gross Settlement Amount” means and refers to the maximum amount of money Defendant will be required to pay pursuant to this Agreement. The Settlement Amount is One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00). The Settlement Amount shall be inclusive of: (1) all payments to Participating Settlement Class Members; (2) the attorneys’ fees and costs award to be paid to Settlement Class Counsel, up to a maximum of one-third (1/3rd) of the GSA payable as attorneys’ fees subject to Court approval; (3) the service award to Plaintiff, up to \$15,000.00 to Plaintiff as incentive and general release payments subject to Court approval; (4) all payments to or withholdings for governmental authorities for the employee portion of any payroll taxes or other required taxes or withholdings; (5) all payments to the LWDA for PAGA penalties; (6) all penalty payments to the PAGA Settlement Class; and (7) all costs incurred by and awarded to the Settlement Administrator. In addition to the Settlement Amount, Defendant shall also be responsible for employer taxes, including the employer FICA, FUTA and SDI contribution, on the wage portion of the Settlement paid to Participating Settlement Class Members. The Settlement Amount is premised on Defendant’s representation that as of February 6, 2025, the number of workweeks worked by the Settlement Class Members during the Class Period consists of approximately 60,800 workweeks. To the extent this number increases by more than 10%, the Settlement Amount will increase on a proportional percentage basis equal to the percentage increase in the number of workweeks worked by the Settlement Class over 10% of the number set forth in this paragraph, or Defendant will have the option to set the Class Period end date to a date at which the number of workweeks does not increase by more than 10% of the number set forth in this paragraph.

1 Except as so provided, the parties agree, covenant and represent that Defendant shall be required to
2 pay no more than the Settlement Amount of \$1,200,000.00 plus employer taxes as described above.

3 1.22 “Settlement Class” and “Settlement Class Members” means: all current and
4 former non-exempt employees who worked for Defendant in California during the Class Period.

5 1.23 “Settlement Class Counsel” means the following:

6 Zorik Mooradian
7 Haik Hacopian
8 Mooradian Law, APC
9 24007 Ventura Blvd., Suite 210
10 Calabasas, California 91302
11 Telephone: (818) 487-1998
12 Facsimile: (888) 783-1030

13 1.24 “Individual PAGA Settlement Payment” means the proportional share of the
14 25% portion of the PAGA Payment (as defined in Paragraph 3.9) allocated and paid to the PAGA
15 Settlement Class, as calculated by the Settlement Administrator according to the terms of this
16 Agreement.

17 1.25 “Individual Settlement Payment” means the proportional share of the Net
18 Settlement Amount to be paid to Participating Class Members, as calculated by the Settlement
19 Administrator according to the terms of this Agreement.

20 1.26 “Workweek Worked” means any calendar week during the applicable Class
21 Period in which a Settlement Class Member performed any work, as reflected in Defendant’s time
22 and/or payroll records.

23 II.

24 RECITALS

25 2.1 On February 5, 2024, Plaintiff Maria Cristina Angulo (“Plaintiff”), individually
26 and on behalf of other persons similarly situated, filed a putative class action complaint against
27 Defendant BVLS, Defendant Jaime Rodriguez, and Defendant Magdalena Miranda. That lawsuit is
28 *Maria Cristina Angulo v. BVLS, et al.*, Superior Court of the State of California in and for the County

1 of Los Angeles, Case No. 24STCV03136 (“Action”).

2 2.2 On February 5, 2024, Plaintiff communicated a notice letter pursuant to the
3 Private Attorneys General Act (“PAGA”) to Defendant BVLS and to the Labor and Workforce
4 Development Agency (“LWDA”) (the letter herein referred to as the “PAGA letter”). Plaintiff’s
5 PAGA letter was assigned Case No. LWDA-CM-1009154-24 upon electronic submission to the
6 LWDA.

7 2.3 Under this Agreement, and for the purpose of implementing the Settlement,
8 Plaintiff has filed a First Amended Complaint (“First Amended Complaint”) in the Action. The First
9 Amended Complaint shall become the Operative Complaint in the Action and upon which this
10 Settlement and all releases of claims is based. The First Amended Complaint asserts the following
11 causes of action: (1) Failure to Pay Wages Owed; (2) Failure to Provide Meal Periods; (3) Failure to
12 Provide Paid Rest Breaks; (4) Failure to Timely Pay Wages; (5) Wage Statement Violations; (6)
13 Waiting Time Violations at Separation; (7) Vacation Time Violations; (8) Mandated Sick Time
14 Violations; (9) Failure to Maintain and/or Produce Employee Records; (10) Failure to Reimburse
15 Business Expenses; (11) Violation of Unfair Business Practices Act; and (12) Penalties Pursuant to
16 PAGA. The Parties will execute and submit a stipulation regarding the filing of the First Amended
17 Complaint with the Court, or will seek leave to file the First Amended Complaint by way of the motion
18 for preliminary approval, whichever approach facilitates obtaining preliminary approval the soonest.

19 2.4 On February 6, 2025, Plaintiff and Defendant participated in a full-day
20 mediation before David S. Phillips and were able to reach a settlement and executed a Memorandum
21 of Understanding (“MOU”) on that date. Thereafter, the Parties executed this Settlement Agreement,
22 fully incorporating the terms of the MOU.

23 2.5 Proceedings. This Action has been vigorously litigated between the Parties,
24 including informal discovery and production of documents and electronic records for Plaintiff and the
25 putative class. The Parties specifically and mutually intend to settle the claims for all theories of
26 liability alleged in the Action with respect to the Settlement Class herein. No class has been certified.

27 2.6 Reasons for Settlement. Plaintiff and Settlement Class Counsel have concluded,
28

1 after taking into account disputed factual and legal issues involved in the Action, the risks attending
2 further prosecution, and the benefits received and to be received pursuant to the compromise and
3 settlement of the Action, that settlement on the terms hereinafter set forth is in the best interest of
4 Plaintiff and the Settlement Class. Defendant and Defense Counsel have concluded, after taking into
5 account the disputed factual and legal issues involved in the Action, the risks attending further defense
6 and litigation, the substantial expense and burden of protracted litigation, and their desire to put the
7 controversy to rest, that settlement on the terms hereinafter set forth is in the best interest of Defendant.

8 2.7 Defendant's Denial of Wrongdoing. Defendant has denied and continues to
9 deny each of the claims and contentions alleged by Plaintiff in the Action. Defendant has repeatedly
10 asserted and continues to assert defenses thereto, and has expressly denied and continues to deny any
11 wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither
12 this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry
13 out this Agreement, is, may be construed as, or may be used as an admission, concession, or indication
14 by or against Defendant of any fault, wrongdoing, or liability whatsoever. The Settling Parties
15 understand and agree that this Settlement Agreement is the result of a good faith compromise
16 settlement of disputed claims, and Defendant enters into this Agreement solely to resolve disputed
17 matters. No part of this Settlement Agreement or any conduct or written or oral statements made in
18 connection with this Settlement and this Settlement Agreement, whether or not the Settlement is finally
19 approved and/or consummated, may be offered as, or construed to be, an admission or concession of
20 any kind by Defendant or any of the Releasing or Released Parties, or anyone else. In particular, but
21 without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be
22 offered or construed as an admission that Defendant has failed to pay any Class Member in accordance
23 with its obligations set forth in the California Labor Code, or of liability in general, or any wrongdoing,
24 impropriety, responsibility, or fault whatsoever on the part of Defendant and/or the Released Parties.
25 Similarly, nothing about this Settlement Agreement shall be construed as or deemed to be evidence
26 of, or an admission or concession by Defendant, that the Class Representative or any Class Member
27 has suffered any damage. In addition, this Settlement Agreement shall not be offered or be admissible

in evidence against Defendant or any Released Party, except in any action or proceeding brought by or against Plaintiff, the Class, Class Members, or Defendant to enforce its terms, or by Defendant in defense of any claims brought by Plaintiff, the Class, Class Members, or any member of the general public, including any and all individuals who opted out of the Class. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action.

2.8 Settlement. This Settlement was agreed to after, and as a result of arms-length negotiations between the Parties facilitated by an experienced and neutral mediator. This Settlement contemplates: (1) the discharge of liability for all claims raised in the Action and for those claims released in this Agreement; and (2) the entry of an Order and Judgment of Final Approval granting monetary relief to Participating Settlement Class Members as set forth in this Agreement.

III.

TERMS OF THE SETTLEMENT

3.1 ***NOW, THEREFORE, IT IS HEREBY STIPULATED***, by and among Plaintiff, individually and on behalf of the Settlement Class Members, and Defendant on the other hand, and subject to the approval of the Superior Court, that the Action is hereby being compromised and settled pursuant to this Agreement. This Agreement is subject to the Definitions and Recitals set forth hereinabove in Sections I and II, which by this reference become an integral part of this Agreement, and is subject to the following terms and conditions:

3.2 Full Investigation. Plaintiff has fully investigated the factual and legal bases for the causes of action asserted in the Action and the claims being released by this Settlement.

3.3 Conditional Certification of the Settlement Class. No class has been certified in the Action. The Parties hereby consent and agree, solely for purposes of this Settlement, to the conditional certification of the Settlement Class, to the conditional appointment of Settlement Class

Counsel, and to the conditional approval of Plaintiff as the Class Representative.

3.4 Contingent Nature of the Settlement. The agreement to conditionally certify the Settlement Class is contingent upon final approval of this Agreement by the Court and is made for settlement purposes only. If the Settlement fails to be approved or otherwise fails to be consummated for any reason whatsoever, including but not limited to the Judgment not becoming final, then the Parties retain all rights previously available to them, and any provisional certification of any class, or the adoption of any procedure herein, shall be undone and the Parties are to be restored to their pre-settlement status as if no settlement had been reached and no decisions were made pursuant to it, except as otherwise expressly provided herein. In that event, no evidence presented or statement made as part of this Settlement, including the Class Notice, shall be admissible in subsequent proceedings to support or oppose class certification by either side.

3.5 Settlement Amount. Subject to entry of a Final Approval order by the Court and the additional conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth herein, Defendant agrees to make two payments under this Agreement totaling One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) (the “Settlement Amount”) in full and final settlement of this Action and the Released Claims, as contemplated by the schedule set forth in Paragraph 4.12 below. Defendant shall also pay employer taxes on the wage portion of the Individual Settlement Payments made to Participating Class Members. In no event shall Defendant be required to pay any amount above the Settlement Amount and employer taxes except as otherwise set forth herein.

3.6 Attorneys’ Fees and Cost Award. Defendant agrees not to oppose or impede any application or motion by Settlement Class Counsel for attorneys’ fees not in excess of Four Hundred Thousand Dollars and Zero Cents (\$400,000), or one-third (33 1/3%) of the Settlement Amount. Defendant further agrees not to oppose any application or motion by Settlement Class Counsel for the reimbursement of any costs associated with Settlement Class Counsel’s prosecution of this Action not in excess of Twenty Thousand Dollars and Zero Cents (\$20,000.00). Any amount awarded for costs to Settlement Class Counsel less than \$20,000.00 will result in the non-awarded

1 amount of costs being distributed to Participating Settlement Class Members in this matter in an
2 amount proportionate to the amount of their Individual Settlement Payment. Any amount awarded for
3 attorneys' fees to Settlement Class Counsel of less than \$400,000 will result in the non-awarded
4 amounts of attorneys' fees being distributed to Participating Settlement Class Members in this matter
5 in an amount proportionate to the amount of their Individual Settlement Payment. Settlement Class
6 Counsel shall be solely and legally responsible to pay all applicable taxes on the payment(s) made
7 pursuant to this Paragraph. Forms 1099 – MISC, Box 14 shall be provided to Settlement Class Counsel
8 for the payments made pursuant to this Paragraph. The Parties agree that a decision by the Court to
9 award Settlement Class Counsel an amount less than the amounts stated above shall not be a basis for
10 Plaintiff or Settlement Class Counsel to void this Agreement.

11 3.7 Settlement Administrator. The Settlement Administrator shall be paid for the
12 costs of administering the settlement from the Settlement Amount. The estimate of such costs of
13 administration is Thirteen Thousand Dollars and Zero Cents (\$13,000.00), and which is based on 760
14 Settlement Class Members. Any amount awarded for costs of administration to the Settlement
15 Administrator less than \$13,000.00 will result in the non-awarded amount to be awarded to
16 Participating Settlement Class Members in an amount proportional to the amount of their Individual
17 Settlement Payment. This estimate includes the required tax reporting on the settlement amounts,
18 including but not limited to the issuing of W2 and 1099 forms (if any), as well as calculation of
19 employee withholding taxes and the employer payroll taxes for Defendant to be remitted to the tax
20 authorities by the Settlement Administrator. Form 1099 – MISC, Box 7 shall be issued to the
21 Settlement Administrator.

22 3.8 Service Award. Subject to Court approval, in exchange for the release of all
23 Released Claims, a General Release of all claims, and for her time and effort in bringing and
24 prosecuting this matter, Plaintiff shall be paid up to a total of Fifteen Thousand Dollars and Zero Cents
25 (\$15,000.00), or such lower amount as the Court may order. The Parties agree that a decision by the
26 Court to award Plaintiff an amount less than the amount stated above shall not be a basis for Plaintiff
27 or Settlement Class Counsel to void this Agreement. The Settlement Administrator shall issue a
28

Form 1099 – MISC, Box 3 for the service award. Any amount awarded for the service award to Plaintiff less than \$15,000.00 will result in the remaining non-awarded funds being awarded to Participating Settlement Class Members in this matter in an amount proportionate to the amount of their Individual Settlement Payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her service award and shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payment. This service award shall be in addition to Plaintiff's share of the Settlement Amount as a Settlement Class Member.

3.9 PAGA Payment. The total amount of the Settlement Amount allocated to PAGA claims being settled by this Agreement shall be Forty Thousand Dollars and Zero Cents (\$40,000.00). Of this amount, Thirty Thousand Dollars and Zero Cents (\$30,000.00) shall be paid to the LWDA as part of this Settlement. This PAGA Payment is made pursuant to PAGA's penalty provisions. The balance of Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be included in the Net Settlement Amount for distribution to PAGA Settlement Class who were employed during the PAGA Period. The sum attributable to each Aggrieved Employee shall be allocated based on the proportionate number of work weeks worked by the individual PAGA Settlement Class Member during the PAGA Period relative to the total number of work weeks worked by all PAGA 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 and will still release the PAGA Released Claims.

3.10 Tax Liability. Defendant makes no representations as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and the Class Members are not relying on any statement or representation by Defendant in this regard. Plaintiff understands and agrees that Plaintiff will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

IV.

SETTLEMENT PROCEDURES

1 4.1 Preliminary Settlement Hearing. Plaintiff shall file a motion for preliminary
2 approval of the proposed Settlement by April 11, 2025¹ and setting a date for a Final Approval Hearing
3 for no later than October 31, 2025. In conjunction with the hearing on the motion for preliminary
4 approval of the Settlement, Plaintiff will submit this Joint Stipulation of Class Action and PAGA
5 Settlement and the attached Class Notice, and a preliminary approval order which sets forth the terms
6 of this Settlement Agreement. The Order shall provide for Class Notice and related matters to be sent
7 to Settlement Class Members as specified herein.

8 4.2 Settlement Administration/Management. This Settlement shall be managed and
9 administered as follows:

- 10 a. CPT Group, Inc. shall be retained to serve as Settlement Administrator. The Parties
11 and their Counsel each represent they do not have any financial interest in the
12 Settlement Administrator or otherwise have a relationship with the Settlement
13 Administrator that could create a conflict of interest.
- 14 b. Defendant will diligently and in good faith compile and provide to the Settlement
15 Administrator the Class List and Data Report within twenty (20) calendar days of
16 Preliminary Approval of the Settlement. The report shall be provided to the
17 Settlement Administrator in a computer-readable format and will not be shared with
18 Settlement Class Counsel.
- 19 c. Within fifteen (15) calendar days of receipt of the Class List and Data Report, the
20 Settlement Administrator shall determine the approximate amount of each
21 Settlement Class Member's Individual Settlement Amount and will prepare and
22 mail the appropriate Class Notice to each Settlement Class Member.
- 23 d. All Settlement Class Members who do not timely opt-out of the Settlement will
24 receive Individual Settlement Payments as Participating Settlement Class Members
25 without having to submit any claim.
- 26 e. Ten (10) business days following the expiration of the period to opt-out or submit

27
28 ¹ This deadline was set by the Court in its March 6, 2025 Minute Order

1 objections, the Settlement Administrator shall provide Defendant and Settlement
2 Class Counsel a report and declaration indicating: (i) the names and number of
3 Settlement Class Members who have objected to the Settlement; (ii) the names of
4 the Settlement Class Members who have opted out of the Settlement; (iii) the
5 number of Participating Settlement Class Members and the average, high, and low
6 payments to Participating Settlement Class Members; and (iv) the total amount of
7 employer-side taxes on the Wage Component of the Participating Settlement Class
8 Members' Individual Settlement Payments.

9 f. The Parties agree to cooperate in the settlement administration process and to make
10 all reasonable efforts to control and minimize the costs and expenses incurred in
11 administration of the Settlement.

12 g. The Settlement Administrator shall be responsible for: calculating the approximate
13 amount of the Individual Settlement Amount for each Settlement Class Member;
14 printing and mailing the Class Notice to Settlement Class Members; resolving
15 Settlement Class Member disputes regarding the number of Workweeks Worked
16 by the Settlement Class Member during the applicable Class Period; receiving and
17 reporting the objections and Requests for Exclusion submitted by Settlement Class
18 Members; notifying Defendant of the total amount to be paid to fully fund the
19 Settlement; calculating, preparing and mailing Individual Settlement Payments to
20 Participating Settlement Class Members; distributing the Attorney's Fees and Costs
21 Award, PAGA Payment and service award to Plaintiff; creating all required tax and
22 reporting forms and remitting appropriate monies to the taxing authorities; and
23 otherwise performing all tasks required to properly administer the Settlement. The
24 Settlement Administrator shall keep Defendant's Counsel and Settlement Class
25 Counsel timely apprised of the performance of all Settlement Administrator
26 responsibilities.

27 h. The Settlement Administrator, on Defendant's behalf, shall have the authority and
28

1 obligation to make payments, credits, and disbursements, including payments and
2 credits in the manner set forth herein, to Participating Settlement Class Members
3 and taxing authorities calculated in accordance with the methodology set out in this
4 Agreement, and any refunds to which Defendant is entitled for the employer taxes
5 paid on uncashed checks, and orders of the Court.

6 i. Any tax return filing required in conjunction with the payments to be made pursuant
7 to this Agreement shall be made by the Settlement Administrator. Any expenses
8 incurred in connection with such filing shall be a cost of administration of the
9 Settlement.

10 j. No person shall have any claim against Defendant or Defendant's Counsel,
11 Plaintiff, Settlement Class Members, the Settlement Class, Settlement Class
12 Counsel or the Settlement Administrator based on distributions and payments made
13 in accordance with this Agreement.

14 k. If the number of valid opt-outs exceeds ten percent (10%) of the total of Settlement
15 Class Members, Defendant may, but is not required to, elect to withdraw from the
16 Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be
17 void *ab initio*, have no force or effect whatsoever, and that neither Party will have
18 any further obligation to perform under this Agreement; provided, however,
19 Defendant will remain responsible for paying all Settlement Administrator
20 expenses incurred to that point. Defendant must notify Class Counsel and the Court
21 of its election to withdraw not later than seven business days after the Administrator
22 sends the final list of opt outs to Defense Counsel. Late opt-outs shall have no effect.

23 4.3 Calculation of Individual Settlement Amounts. To determine the Individual
24 Settlement Amount to be included in the Class Notice sent to Settlement Class Members, the
25 Settlement Administrator will:

26 a. Determine the total number of Workweeks Worked by the Settlement Class during
27 the Class Period as provided in the Class List and Data Report.

- 1 b. Divide the Net Settlement Amount by the total number of Workweeks Worked by
2 the Settlement Class to determine the Per Workweek Settlement Amount. The Per
3 Workweek Settlement Amount shall then be multiplied by the number of
4 Workweeks Worked by each Settlement Class Member during the applicable
5 Class Period to determine each Settlement Class Member's Individual Settlement
6 Amount. All Settlement Class Members will be entitled to payment for at least one
7 (1) workweek.

8 4.4 Notice to Settlement Class Members. Notice of the Settlement shall be
9 provided to all Settlement Class Members using the following procedures:

- 10 a. Notice By First-Class Mail. Within fifteen (15) calendar days after receipt of
11 the Class List and Data Report, the Settlement Administrator shall mail the
12 Class Notice to the Settlement Class Members via first-class regular U.S. mail.
13 The Class Notice to Settlement Class Members shall substantially be in the form
14 attached hereto as Exhibit 1. Prior to mailing, the Settlement Administrator
15 will perform a search based on the National Change of Address Database
16 information to update and correct for any known or identifiable address
17 changes. If a new address is obtained by way of a returned Notice, then the
18 Settlement Administrator shall promptly forward the original Class Notice and
19 to the updated address via first-class regular U.S. mail indicating on the original
20 Class Notice packet the date of such re-mailing.
- 21 b. Opt Out/Objection Deadline Date. Settlement Class Members will have sixty
22 (60) days from the mailing of the Class Notice to submit a Request for
23 Exclusion or object to the Settlement.
- 24 c. Disputes Regarding Individual Settlement Amounts. The Parties agree that if
25 any Class Member disputes the number of Workweeks Worked attributed to
26 him or her during the applicable Class Period, absent clear evidence submitted
27 by the Settlement Class Member establishing otherwise, Defendant's records
28

1 shall presumptively control. The Parties further agree that any dispute shall be
2 resolved by the Settlement Administrator with the assistance of Settlement
3 Class Counsel and Defense Counsel. Class Members shall have sixty (60) days
4 from the mailing of the Class Notice to submit their dispute under this
5 paragraph, inclusive of all documentation that they wish to have considered. To
6 the extent the Settlement Administrator is unable to resolve the dispute to the
7 satisfaction of the Settlement Class Member, the Parties will submit the dispute
8 with all supporting evidence to the Court for final adjudication at the Final
9 Approval Hearing.

10 d. Procedure for Undeliverable Notices. Any Notice returned to the Settlement
11 Administrator as non-delivered on or before the expiration of the Opt Out and
12 Objections Deadline Date shall be sent to the forwarding address affixed thereto
13 within five (5) business days. If no forwarding address is provided, then the
14 Settlement Administrator shall promptly attempt to determine a correct address
15 using a single skip-trace, computer, or other search using the name, address,
16 and/or Social Security number of the individual involved, and shall then
17 perform a single re-mailing within five (5) business days. Those Settlement
18 Class Members that receive a re-mailed Class Notice shall have their deadline
19 for submitting an opt-out, objection, or disputes regarding Individual
20 Settlement Amounts to the Settlement extended by seven (7) calendar days
21 from the post mark date of re-mailing. In the event the procedures in this
22 Paragraph are followed and the intended recipient of a Class Notice still does
23 not receive the Notice, the Settlement Class Member shall be bound by all terms
24 of the Settlement and any final order entered by the Court if the Settlement is
25 approved by the Court.

26 4.5 Procedure for Requesting Exclusion (“Opt Out”) from the Class Action
27 Settlement. The Class Notice shall inform all Settlement Class Members that they may exclude
28

1 themselves from the Settlement, but that they may not exclude themselves from the settlement of the
2 PAGA claims.

3 a. Requesting Exclusion. If a Settlement Class Member elects to exclude
4 herself/himself from the Settlement (“opt out”), the Settlement Class Member
5 must submit a written Request for Exclusion requesting exclusion from the
6 Settlement on or before the expiration of the Opt Out Period (60 days after the
7 date that the Class Notice is mailed). Such Request for Exclusion must
8 reasonably communicate the Class Member’s election to be excluded from the
9 Settlement and contain the name, address, telephone number, and the last four
10 digits of the Social Security number of the person requesting exclusion. The
11 Request for Exclusion must be returned to the Settlement Administrator as
12 instructed in the Class Notice and must be postmarked on or before the date
13 specified in the Class Notice to be valid. The date of the postmark on the return
14 mailing envelope shall be the exclusive means used to determine whether a
15 Request for Exclusion has been timely submitted.

16 b. No Solicitation of Opt-Outs. At no time shall any of the Parties or their counsel
17 seek to solicit or otherwise encourage Settlement Class Members to opt out of
18 the Settlement.

19 c. Effect of Exclusion. Any Settlement Class Member who requests exclusion
20 from the Settlement by timely submitting a valid Request for Exclusion will not
21 be entitled to an Individual Settlement Payment (but will be entitled to an
22 Individual PAGA Settlement Payment if he or she is a PAGA Settlement Class
23 Member), will no longer be a Settlement Class Member and will not be bound
24 by the Agreement or have any right to object, appeal, or comment thereon,
25 except that he or she will still be bound by the release of the PAGA Released
26 Claims if he or she is a PAGA Settlement Class Member. Settlement Class
27 Members who fail to submit a valid and timely Request for Exclusion on or
28

1 before the expiration of the Opt Out Period shall be bound by all terms of the
2 Agreement and the Final Approval Order and/or Order and Final Judgment.

3 4.6 Procedure for Objecting to the Class Action Settlement. Any Settlement Class
4 Member wishing to object to the Settlement must submit an objection to the Settlement using the
5 following procedures:

- 6 a. Procedure for Objecting. The Class Notice shall provide that those Settlement
7 Class Members who wish to object to the Settlement may mail a written
8 statement of objection (“Notice of Objection”) to the Settlement Administrator
9 no later than the deadline to opt out or object. Settlement Class Members who
10 timely opt out of the Settlement cannot submit an objection to the Settlement.
11 The postmark date of the mailing shall be deemed the exclusive means for
12 determining that a Notice of Objection is timely. Only Settlement Class
13 Members who do not opt out of the Settlement may object to the Settlement.
14 The written objection must include the Settlement Class Member’s name,
15 address and phone number and the name of this case. Settlement Class Members
16 who do not opt out of the Settlement and who submit a timely Notice of
17 Objection may, at their option, include with their objection any legal briefs,
18 papers or memoranda the objecting Settlement Class Member wishes to submit
19 to the Court, or file such legal briefs, papers or memoranda directly with the
20 Court no later than fifteen (15) days prior to the Final Approval Hearing. The
21 Settlement Administrator shall send all objections by .pdf to counsel for
22 Defendant and Class Counsel, and also include the objections in its declaration
23 which is to be submitted to the Court in support of final approval of the
24 Settlement. Settlement Class Members who fail to submit a timely Notice of
25 Objection to the Settlement Administrator will not be barred from making an
26 appearance at the Final Approval Hearing to orally present their objection for
27 consideration by the Court.

1 b. Copies of Objections to the Parties. No later than ten (10) business days after
2 the deadline to opt out or object, the Settlement Administrator shall
3 electronically provide to counsel for the Parties complete copies of each Notice
4 of Objection received, including the postmark dates for each Notice, and any
5 legal briefs, papers or memoranda in support of objections received by the
6 Settlement Administrator.

7 c. No Solicitation of Objections. The Parties agree to use their best efforts to carry
8 out the terms of this Settlement. At no time shall any of the Parties or their
9 counsel seek to solicit or otherwise encourage Settlement Class Members to
10 submit written objections to the Settlement or appeal from the final order and/or
11 judgment.

12 d. Settlement Class Members who object to the Settlement shall be conclusively
13 bound by the Release contained in this Agreement to the extent final approval
14 of this Settlement is granted whereby any objection is overruled or denied.

15 4.7 Failure to Respond to the Notice. Any Settlement Class Member who does not
16 request to be excluded from the Settlement shall continue to be a Settlement Class Member and be
17 conclusively bound by the Release contained in this Agreement and shall be entitled to his or her
18 Individual Settlement Payment.

19 4.8 Procedure for Payment of Individual Settlement Payments: All Settlement
20 Class Members who do not timely opt out of the Settlement will receive an Individual Settlement
21 Payment, to be distributed through the Settlement Administrator pursuant to Section 4.13 below.
22 Individual Settlement Payments for Participating Settlement Class Members shall be paid pursuant to
23 the settlement formula set forth herein. Should any question arise regarding the determination of
24 eligibility for, or the amounts of, any Individual Settlement Payment under the terms of this
25 Agreement, Settlement Class Counsel and Defendant's Counsel shall meet and confer, with the
26 assistance of the Settlement Administrator, in an attempt to reach agreement. If they cannot agree, the
27 Settlement Administrator shall make the final determination, and that determination shall be
28

conclusive, final and binding on all Parties, including all Settlement Class Members.

4.9 Calculation of Individual Settlement Payments and Individual PAGA Settlement Payments. The Individual Settlement Payment to each Participating Class Member and Individual PAGA Settlement Payment to each PAGA Settlement Class Member shall be determined by the Settlement Administrator as follows:

- a. Only Participating Settlement Class Members shall be entitled to payment under the Settlement. Participating Settlement Class Members shall be entitled to the payment of the Individual Settlement Amount calculated as set forth above in Paragraph 4.3. Any portion of the Net Settlement Amount not payable to Settlement Class Members shall be distributed to Participating Settlement Class Members on a basis proportional to the number of Workweeks Worked by each Participating Settlement Class Member. The total payout to each Participating Settlement Class Member shall be known as the Individual Settlement Payment.
- b. Ten Percent (10%) of each Participating Settlement Class Member's Individual Settlement Payment shall be apportioned to wages ("Wage Component"). The Wage Component shall be reduced by any required legal deductions for each Participating Settlement Class Member. Standard employee payroll deductions shall be made for state and federal withholding taxes and any other applicable payroll deductions owed by the Participating Settlement Class Members as a result of the Wage Component. The Settlement Administrator will issue a check and W-2 Form to each Participating Settlement Class Member for the Net Wage Component.
- c. Ninety Percent (90%) of each Participating Settlement Class Member's Individual Settlement Payment shall be apportioned to interest and penalties, equally. No withholding shall be made on the interest and penalty portion of the Individual Settlement Payment. The Settlement Administrator will issue a

second check and IRS Form 1099 for the interest and penalty component paid to each Participating Settlement Class Member.

- d. All PAGA Settlement Class Members shall be entitled to a payment of the PAGA Payment. One Hundred Percent (100%) of each Aggrieved Employee's Individual PAGA Settlement Payment shall be apportioned to penalties with an IRS Form 1099 to be issued accordingly.
- e. The Settlement Administrator shall be responsible for issuing the payments and calculating and withholding all required state and federal taxes.
- f. Defendant will be responsible for paying all employer tax liabilities on the Wage Component separate and apart from the Settlement Amount which shall be conclusively determined upon final approval once the final number of Participating Class Members and Individual Settlement Payment Amounts are known.
- g. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Class Representative and Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. The Class Representative and Class Members understand and agree that except for Defendant's payment of the employer's portion of any employment and payroll taxes and contributions, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold Defendant free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.
- h. Participating Settlement Class Members shall be conclusively bound by the Release contained in this Agreement.

4.10 Nullification of Settlement Agreement. In the event: (i) the Court does not enter the Preliminary Approval Order specified herein; (ii) the Court does not finally approve the Settlement

1 as provided herein; (iii) the Court does not enter a Final Judgment as provided herein, which becomes
2 final as a result of the occurrence of the Effective Date; (iv) the Settlement or Final Judgment is
3 reversed on appeal; (v) the Effective Date does not occur; or (vi) the Settlement does not become final
4 for any other reason, this Settlement Agreement shall be null and void, any order or judgment entered
5 by the Court in furtherance of this Settlement shall be treated as void from the beginning, and the
6 stipulations and recitals contained herein shall be of no force or effect, and shall not be treated as an
7 admission by any parties or their Counsel. In such a case, the Parties shall be returned to their
8 respective statuses as of the date and time immediately prior to the execution of the MOU and this
9 Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement and the MOU
10 had not been executed, except that any fees already incurred by the Settlement Administrator shall be
11 paid on a 50-50 basis between the Parties.

12 4.11 Final Approval Hearing and Entry of Final Judgment. At least thirty (30)
13 business days after expiration of the Opt-Out/Objection Period, the Final Approval Hearing shall be
14 conducted to determine final approval of the Settlement along with the amount properly payable for
15 (i) the attorneys' fees and costs award, (ii) any service award for Plaintiff, and (iii) settlement
16 administration costs. In advance of said hearing, Settlement Class Counsel shall timely file and serve
17 their motion seeking final approval of the Settlement, an award of attorneys' fees and costs consistent
18 with the terms of this Agreement, and service award for Plaintiff. Upon final approval of the Settlement
19 by the Court the Parties shall present a final judgment to the Court for its approval. After entry of the
20 Final Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the
21 interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters,
22 and (iii) such post-Final Judgment matters as may be appropriate under court rules or as set forth in
23 this Agreement.

24 4.12 Creation of the Qualified Settlement Fund and Administration of the
25 Settlement. Defendant shall deliver the Settlement Amount to the Settlement Administrator who shall
26 deposit said funds into a Qualified Settlement Fund created by the Settlement Administrator pursuant
27 to Internal Revenue Code Section 1.468B-1 ("QSF"). Within thirty (30) days after the Effective Date,
28

1 Defendant shall deliver one-half of Settlement Amount, or Six Hundred Thousand Dollars and Zero
2 Cents (\$600,000.00), and the corresponding share of employer taxes to the Settlement Administrator.
3 No later than six (6) months after the first funding, Defendant shall deliver the remaining one-half of
4 Settlement Amount, or Six Hundred Thousand Dollars and Zero Cents (\$600,000.00), and the
5 corresponding share of employer taxes to the Settlement Administrator. All payments that Defendant
6 is required to make pursuant to the Settlement Agreement shall be made from this Fund. Payments
7 from the Qualified Settlement Fund shall be made for (1) any service award to Plaintiff, as specified
8 in this Agreement and approved by the Court; (2) the attorneys' fees and costs award paid to Settlement
9 Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement
10 Administration Costs, as specified in this Agreement and approved by the Court; (4) the amount
11 allocated to the LWDA for its portion of the PAGA Payment; (5) all payments to Participating
12 Settlement Class Members, as specified in this Agreement; and (6) payment of both the employee and
13 employer portions of tax withholdings on the portions of the Net Settlement Amount characterized as
14 wages, as specified in this Agreement.

15 4.13 Distribution by the Settlement Administrator. The Settlement Administrator
16 shall make distributions from the Qualified Settlement Fund as set forth in this paragraph not later
17 than fourteen (14) days after receiving the full Settlement Amount from Defendant per the schedule
18 set forth in the preceding paragraph. Prior to distribution, the Settlement Administrator will perform a
19 search based on the National Change of Address Database information to update and correct for any
20 known or identifiable address changes. If a new address is obtained by way of a returned distribution
21 payment, then the Settlement Administrator shall promptly forward the distribution payment to the
22 updated address via first-class regular U.S. mail indicating on the original mailing the date of such re-
23 mailing. The Settlement Administrator is to make distribution to the appropriate parties for payments
24 due under this Agreement as follows:

25 a. Settlement Class Counsel's attorneys' fees and costs as awarded by the Court
26 under Paragraph 3.6 herein.

27 b. The service award to Plaintiff as awarded by the Court under Paragraph 3.8
28

herein.

c. The PAGA payments to the LWDA and PAGA Settlement Class as set forth in Paragraph 3.9 herein.

d. Payment to the Settlement Administrator for the costs of settlement administration as set forth in Paragraph 3.7 herein and approved by the Court.

e. Individual Settlement Payments to Participating Class Members as set forth in Paragraph 4.3 and 4.9 herein.

4.14 Undeliverable Individual Settlement Payments. Should any Individual Settlement Payment checks be returned as undeliverable to the Settlement Administrator, the Settlement Administrator shall use reasonable efforts to identify a correct address for the Participating Class Member, and cause the Individual Settlement Payment check to be delivered to the correct address.

4.15 Uncashed Individual Settlement Payment Checks. All checks for Individual Settlement Payments shall remain valid and negotiable for 180 days from the date of their issuance. If any Settlement Class Members does not cash their settlement check within 180 days, the uncashed check shall be voided by the Parties' selected Settlement Administrator, and the Settlement Administrator shall transmit the funds represented by such checks to the California State Controller Unclaimed Property fund pursuant to governing law to be held there for the benefit of Settlement Class Members under California's escheatment laws, and Settlement Class Members shall nevertheless be bound by the Parties' Settlement Agreement and the Court's order and Final Judgment approving the Parties' Settlement Agreement. The Parties agree this disposition results in no "unpaid residue" under California Civil Procedure section 384(b).

4.16 Certification By Settlement Administrator. Upon completion of administration and upon the distribution set forth in Section 4.13 above, the Settlement Administrator shall provide written certification of such completion, including any administration summary, to the Court and counsel for all Parties.

RELEASES

5.1 Release As To All Participating Class Members. Upon the Effective Date and funding in full of the Settlement Amount by Defendant, all Settlement Class Members who do not timely opt out of the Settlement (“Participating Class Members”), including their heirs, assigns, estates, and representatives, shall be deemed to fully forever, irrevocably, and unconditionally release and discharge the Released Parties from the Released Claims. 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 PAGA Settlement Class Members. 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.

Labor Code Sections 206.5 and 2804 Do Not Apply to Releases. The Parties agree that California Labor Code §§ 206.5 and 2804 do not invalidate any provision of this Agreement, because among other things, the claims and Released Claims are disputed and contested, and the Settlement was bargained for at arms' length and approved by the Court.

5.2 General Release By Named Plaintiff Only. In addition to the releases made by the Participating Class Members and all PAGA Settlement Class Members, as set forth in Paragraphs 5.1 and 5.2 hereof, Plaintiff, in her individual capacity and with respect to her individual claims only, agrees to release the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution hereof including a waiver of Civil Code §1542 (“General Release”).

1 5.2.1. The General Release includes any unknown claims that Plaintiff does not know
2 or suspect to exist in her favor at the time of the General Release, which, if known by her, might have
3 affected her settlement with, and release of, the Released Parties or might have affected her decision
4 not to object to this Settlement or the General Release.

5 5.2.2. The Class Representative hereby fully and finally releases and discharges the
6 Released Parties from any and all of the Released Claims and from any and all claims, charges,
7 complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown,
8 suspected or unsuspected, that the Class Representative had, now has, or may hereafter claim to have
9 against the Released Parties arising out of, or relating in any way to, the Class Representative's hiring
10 by, employment with, separation of employment with the Released Parties ("Class Representative's
11 Released Claims"), arising or accruing from the beginning of time up through the date the Court
12 preliminarily approves this Settlement. The Class Representative's Released Claims include, but are
13 not limited to, claims arising from or dependent on the California Labor Code; the Wage Orders of the
14 California Industrial Welfare Commission; California Business and Professions Code section 17200
15 *et seq.*; the California Fair Employment and Housing Act, Cal. Gov't Code § 12900 *et seq.*; the
16 California common law of contract and tort; Title VII of the Civil Rights Act of 1964; the Americans
17 with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act of
18 1974, 29 U.S.C. § 1001 *et seq.*; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* and the Portal
19 to Portal Act, 29 U.S.C. § 251 *et seq.* This release expressly excludes any Worker's Compensation
20 claims the Class Representative currently may have pending against Defendant.

21 The Class Representative further warrants that she understands that Section 1542 gives her the
22 right not to release existing claims of which she is not now aware, unless she voluntarily chooses to
23 waive this right. Having been so apprised, the Class Representative shall nevertheless voluntarily
24 waive the rights described in Section 1542, which states:

25 ***"A general release does not extend to claims that the creditor or releasing party***
26 ***does not know or suspect to exist in his or her favor at the time of executing the***
27 ***release and that, if known by him or her, would have materially affected his or her***
28

1 *settlement with the debtor or released party.”*

2 5.2.3. Plaintiff may hereafter discover facts in addition to or different from those she
3 now knows or believes to be true with respect to the subject matter of the General Release, but she
4 shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever
5 settled and released any and all of the claims released pursuant to the General Release whether known
6 or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore
7 have existed upon any theory of law or equity now existing or coming into existence in the future,
8 including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach
9 of any duty, law or rule, without regard to the subsequent discovery or existence of such different or
10 additional facts.

11 Release of Claims by Class Counsel. Upon receipt of Class Counsel’s Fees and
12 Expenses, as ordered by the Court upon final approval of the Settlement, Class Counsel shall fully and
13 finally release Defendant and the Released Parties from any and all claims for attorneys’ fees and
14 expenses arising from the Action and any claims for attorneys’ fees and expenses relating to the claims
15 released by Plaintiff and Class Members under this Settlement, whether known and unknown, whether
16 under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of
17 law. Class Counsel’s Released Claims include, but are not limited to, claims for attorneys’ fees and
18 expenses arising from or dependent on the California Civil Code, the California Labor Code; the wage
19 orders of the California Industrial Welfare Commission; California Business and Professions Code
20 sections 17200, et seq.; California Labor Code sections 2698, et seq.; and the California common law
21 of contract and tort.

22 Plaintiff and Class Counsel represent, covenant, and warrant that they have not directly
23 or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
24 person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein
25 released and discharged, except as set forth herein.

26 **VI.**

27 **MISCELLANEOUS**

1 6.1 No Public Comment. Except as set forth in this paragraph or with the consent
2 of all Parties, the Parties and their counsel agree that they will not, unless required by law,
3 communicate or publicize the existence of or set forth the terms of the settlement in a public manner,
4 including without limitation by communicating or publicizing the existence of or the terms of the
5 settlement to members of the press, or to publish such information on any website or social media
6 forum (including through organizations that publicize verdicts and settlements and on websites
7 operated by or for counsel). Nothing herein shall be interpreted as preventing any good-faith
8 communications by any Counsel for the Parties and/or any Parties with any court, Settlement Class
9 Members, or the Settlement Administrator for the purpose of facilitating the settlement of the Lawsuit.
10 Nothing herein shall prevent the Parties from filing documents and communicating with the courts
11 and other counsel in connection with the Lawsuit. Nothing shall prevent Defendant from
12 communicating with its employees, ownership, and lender concerning the settlement.

13 6.2 No Additional Benefits. All Individual Settlement Payments paid to
14 Participating Settlement Class Members shall be deemed to be paid to such Participating Settlement
15 Class Members solely in the year in which such payments actually are received by Participating
16 Settlement Class Members. It is expressly understood and agreed that the receipt of such payments
17 will not entitle any Participating Settlement Class Member to any additional compensation or benefits
18 under any bonus, contest, or other compensation or benefit plan or agreement currently in place and/or
19 that was in place during the applicable Class Period or thereafter, nor will receipt of such payments
20 entitle any Participating Settlement Class Member to any increased retirement, 401k benefits or
21 matching benefits, deferred compensation benefits, or any other type of benefit. It is the intent of this
22 Settlement that the Individual Settlement Payments provided for in this Agreement are the sole
23 payments to be made by Defendant to the Participating Settlement Class Members, and that the
24 Participating Settlement Class Members are not entitled to any new or additional compensation or
25 benefits as a result of having received the Individual Settlement Payments, notwithstanding any
26 contrary language or agreement in any benefit or compensation plan document currently in place
27 and/or that was in place during the applicable Class Period or thereafter.

1 6.3 Dispute Resolution. Except as otherwise set forth herein, all disputes
2 concerning the interpretation, calculation or payment of settlement claims, or other disputes regarding
3 compliance with this Agreement shall be resolved as follows:

- 4 a. If Plaintiff, or Settlement Class Counsel on behalf of Plaintiff or any Settlement
5 Class Member, or Defense Counsel on behalf of Defendant at any time believe
6 that the other Party has breached or acted contrary to the Agreement, they shall
7 notify the other Party in writing of the alleged violation.
- 8 b. Upon receiving notice of the alleged violation or dispute, the responding Party
9 shall have ten (10) business days to correct the alleged violation and/or respond
10 to the initiating Party with the reasons why the responding Party disputes all or
11 part of the allegation.
- 12 c. If the response does not address the alleged violation to the initiating Party's
13 satisfaction, the Parties shall negotiate in good faith for up to ten (10) business
14 days to resolve their differences.
- 15 d. If the Parties are unable to resolve their differences after twenty (20) business
16 days, either Party may file an appropriate motion for enforcement with the
17 Court. The briefing of such motion should be in letter brief form and shall not
18 exceed five (5) single-spaced pages (excluding exhibits).
- 19 e. Reasonable attorneys' fees and costs for work done in resolving a dispute under
20 this Section may be recovered by any party that prevails under the standards set
21 forth within the meaning of applicable law.

22 6.4 Exhibits and Headings. The terms of this Agreement, including the terms set
23 forth in the attached Class Notice, which is incorporated by this reference as though fully set forth
24 herein, shall be the only terms of this Agreement. The descriptive headings of any paragraphs or
25 sections of this Agreement are inserted for convenience of reference only and do not constitute a part
26 of this Agreement.

27 6.5 Interim Stay of Proceedings. The Parties agree to the Court staying and holding
28

1 all proceedings in the Action, except such proceedings necessary to implement and complete the
2 Settlement, in abeyance pending the Final Settlement Approval Hearing to be conducted by the Court.

3 6.6 Amendment or Modification. This Agreement may be amended or modified
4 only by a written instrument signed by Plaintiff and Defendant, or their respective counsel on their
5 behalf, and subject to the Court's approval.

6 6.7 Entire Agreement. This Agreement and any attached exhibits constitute the
7 entire agreement among these Parties, and no oral or written representations, warranties or
8 inducements have been made to any Party concerning this Agreement or its exhibits other than the
9 representations, warranties and covenants contained and memorialized in such documents.

10 6.8 Extensions of Time. Without further order of the Court, the Settling Parties
11 hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the
12 Settlement.

13 6.9 Waivers. The waiver by any party of any breach of this Settlement Agreement
14 shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or
15 contemporaneous, of this Settlement Agreement.

16 6.10 Authorization to Enter Into Settlement Agreement. Counsel for all Parties
17 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate
18 this Agreement and to take all appropriate action required or permitted to be taken by such Parties
19 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
20 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
21 and use their best efforts to implement the Settlement. In the event the Parties are unable to reach
22 agreement on the form or content of any document needed to implement the Settlement, or on any
23 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the
24 Parties may seek the assistance of the Court to resolve such disagreement. The person signing this
25 Agreement on behalf of Defendant represents and warrants that he or she is authorized to sign this
26 Agreement on behalf of Defendant.

27 6.11 Binding on Successors and Assigns. This Agreement shall be binding upon, and
28

inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

6.12 California Law Governs. All terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

6.13 Counterparts. This Agreement may be executed in one or more counterparts. A facsimile or scanned signature shall have the same effect as an original signature and shall not affect the enforceability of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that Counsel for the Parties to this Agreement shall exchange among themselves signed counterparts.

6.14 Jurisdiction of the Court. Pursuant to California Rules of Court, rule 3.769(h) and California Code of Civil Procedure Sec. 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

6.15 Cooperation and Drafting. Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be construed against any of the Parties.

6.16 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

Dated: 4/21/2025

PLAINTIFF

DocuSigned by:

Maria A

95450EE4A95C468...

Maria Cristina Angulo

Represented By:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MOORADIAN LAW, APC

By: Zorik Mooradian
Zorik Mooradian, Haik Hacopian

Dated: 4/21/2025

Attorney for Plaintiff Angulo and the Settlement Class

DEFENDANT BUENA VIDA LEARNING SERVICES, INC.

Dated: _____ By: _____
Jaime Rodriguez, its duly authorized representative

Represented By:

DAVIS WRIGHT TREMAINE LLP

Dated: _____ By: _____
Camilo Echavarria
Evelyn Wang
Frances J. Choi

Attorneys for Defendant
Buena Vida Learning Services, Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MOORADIAN LAW, APC

By: _____
Zorik Mooradian, Haik Hacopian

Dated: _____

Attorney for Plaintiff Angulo and the Settlement Class

DEFENDANT BUENA VIDA LEARNING SERVICES, INC.

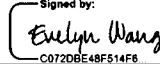
Dated: 4/10/2025 _____

By:  _____
Jaime Rodriguez, its duly authorized representative

Represented By:

DAVIS WRIGHT TREMAINE LLP

Dated: 4/10/2025 _____

By:  _____
Camilo Echavarria
Evelyn Wang
Frances J. Choi

Attorneys for Defendant
Buena Vida Learning Services, Inc.

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 [INSERT DATE] 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 [INSERT DATE]. 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 does 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 [INSERT DATE]. (See Section 16, below). You may not object if you have opted out.

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 a 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 **INSERT DATE** at **INSERT LOCATION**. The Court is located at 312 N. Spring Street, Los Angeles, CA, 90012, in Department SS-7, Judge Samantha P. Jessner presiding.

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 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: **[NUMBER]**.

Your estimated settlement payment based on the number of Workweeks indicated above is: **[AMOUNT]**, 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 pay periods worked by you during the PAGA Period relative to the total number of pay periods 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 [NUMBER] pay periods you were employed during the PAGA Period indicated above is: [AMOUNT]. **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 [INSERT DATE], 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 1-800-542-0900. *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.**

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 and in any related notices sent to the LWDA, 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 **[INSERT DATE]**. 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 **[INSERT DATE]**. 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 **[date]** at **[time]**. 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 [redacted] on [redacted], 2025, 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 [redacted], 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

CLASS NOTICE
PAGE 9 OF 11

QUESTIONS? CALL 1-800-542-0900

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 [\[website\]](#).

THE SETTLEMENT ADMINISTRATOR FOR THE SETTLEMENT IS:	SETTLEMENT CLASS COUNSEL	ATTORNEYS FOR DEFENDANT BUENA VIDA LEARNING SERVICES, INC. ("DEFENSE COUNSEL")
CPT Group, Inc. 50 Corporate Park Irvine, CA 92606 Phone: (800) 542-0900 Fax: (949) 419-3446 www.cptgroup.com	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.

EXHIBIT “B” – PAGA Notice

MOORADIAN LAW, APC

24007 Ventura Blvd., Suite 210

Calabasas, California 91302

Mooradianlaw.com

Telephone 818-487-1998/Facsimile 888-783-1030

February 5, 2024

VIA USPS CERTIFIED MAIL

Buena Vida Learning Services, Inc.
9901 Paramount Blvd., Suite 212
Downey, CA 90240

Mr. Jaime Rodreguez

Officer, Director &/or Managing Agent for
Buena Vida Learning Services, Inc.
9901 Paramount Blvd., Suite 212
Downey, CA 90240

Ms. Magdalena Mirranda

Officer, Director &/or Managing Agent for
Buena Vida Learning Services, Inc.
9901 Paramount Blvd., Suite 212
Downey, CA 90240

VIA ONLINE SUBMISSION

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

Re: PAGA Notice Letter re California Wage & Hour Violations

To Whom It May Concern:

This office represents the following former employees of the captioned Employers/Addresses. The individuals are collectively referred to here as “Employees,” which definition also applies to the aggrieved employees whose identities are known to Employers, and whose interests are being represented by the named party Employees set forth below:

1. Rafael Hector Jr. Ramo – Employed from on or about 03/1/2021 to 07/07/2023.
2. Sayanny Trinidad Angulo – Employed from on or about 11/16/2020 to 06/05/2023.
3. Maria Cristina Angulo – Employed from on or about 08/01/2020 to 07/05/2023.

The Employees seek remedies under Private Attorneys General Act (PAGA) for employment practices and violations under California law. This Notice is communicated to LWDA as required pursuant to Labor Code § 2699.3, and this Notice is based on currently possessed information and belief.

Prior to the communication of this Notice, Employees requested production of their personnel files and payroll data in accordance with California law and partial records were produced in

response. Therefore, the information set forth in this Notice is subject to modification based on the information to be received during the course of future proceedings.

Identity of “Employees”:

Each employee identified above intends to pursue PAGA claims on her/his own behalf and on behalf of other current and former employees of the entities/individuals referenced below who performed non-exempt work for said entities/individuals and were either: 1) classified as a non-exempt employee or 2) should have been classified as a non-exempt employee. Said employees are limited to employees performing work for said entities/individuals at any time during the following time period: One (1) year prior to the date of this PAGA Notice letter and continuing until the unlawful employment practices are stopped and/or a judgment is entered. The Employees have already been identified above and as to the remaining aggrieved employees, their index information is contained in the personnel files of the Employers, who are addressed here and identified below.

Identity and Capacity of Employers/Joint Employers:

The Employees intend to pursue a PAGA action against their Employers, their parent companies, subsidiaries, successors, owners, officers, directors, and managing agents (collectively referred to as “Employers”). The Employers and their directors, officers and managing agents, based on the information known to date, are as follows:

1. Buena Vida Learning Services, Inc.
2. Mr. Jaime Rodriguez
3. Ms. Magdalena Miranda

Employees will seek to hold all owners, directors, officers and managing agents of their Employers, including but not limited to the foregoing individuals, personally liable for said violations to the extent permitted under Labor Code § 558 and/or Labor Code § 558.1.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein and there exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Further, each of the business entities are, and at all times mentioned herein were, mere shells, instrumentalities, and conduits through which the other above-referenced entities/individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist.

Therefore, in the PAGA action, the Employees, on their behalf and on behalf of other aggrieved employees, will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

The Employers and their parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint employers of Employees for the following reasons: 1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Employees.

Violations/Supporting Facts and Theories:

At all times herein, the Employers have been involved in providing educational and health care services throughout California, including, but not limited to assisting individuals who have developmental disabilities including cerebral palsy, intellectual disability, Down syndrome, autism, epilepsy, and related conditions. Employers have operated their business from various locations in the State of California, including, but not limited to the following: 9901 Paramount Blvd., Suite 212, Downey, CA 90240, 621 W. Beverly Blvd., Montebello, CA 90640, and 8221 3rd Street, #302, Downey, CA 90241.

Employers have employed/jointly employed Employees to perform work and services in furtherance of their business and joint enterprise interests. Going back for at least four years and continuing at the present time, the Employers have engaged in the following employment practices known to date to be in violation of California employment laws.

Misclassification Violations:

Misclassifying Non-Exempt Employees as Exempt Employees: (Labor Code § 515, 8 CCR 11040, IWO No. 1 (Rule 1), and/or Other Applicable IWO): The Employers violated and continue to violate Labor Code § 515, 8 CCR 11040, IWO No. 1 (or other applicable law, wage order and/or regulation) by misclassifying current and former non-exempt employees as exempt employees and, thereby, have unlawfully denied said individuals the employment benefits owed to Employees under California law, including the following benefits: overtime pay, rest breaks, meal breaks, minimum wage rates, sick leave benefits and other benefits owed to non-exempt employees as set forth below and under California law.

Said misclassifications are evidenced by a number of factors, including but not limited to: Employees who primarily performed non-exempt work were classified as performing in executive and/or administrative capacities when said employees did not, in fact, qualify for such classification. For example: 1) Said employees did not customarily and/or regularly exercise discretion and independent judgment in the performance of their duties; instead, they followed the instructions and procedures given to them by others; 2) Said employees were not paid a monthly salary that was equivalent to no less than two times the state minimum wage for full-time employment (i.e., 40 hours per week).

Overtime Violations:

The Employers have violated and continue to violate Labor Code §§ 500, 510, 1198, Industrial Welfare Commission Wage Orders and Local Ordinances (or other applicable law, wage order and/or regulation) by failing to pay Employees overtime compensation as required under California law as follows:

- Employees working more than 8 hours in a workday have not been paid time and one-half. Instead, they either were not paid for the time they worked over 8 hours, or they were only paid regular wages rather than overtime wages.
- Employees working more than 40 hours in a workweek have not been paid time and one-half. Instead, they either were not paid for the time they worked over 40 hours in a week, or they were only paid regular wages rather than overtime wages.

The Employers' failure to pay Employees overtime wages in accordance with the Labor Code has been, in part, accomplished by wrongfully failing to include all of the times that Employees worked in calculating Employees' wages during each pay-period that Employees were employed. In part, this was accomplished via illegal rounding of work times which consistently worked to the advantage of the Employers. The Employees (including all the aggrieved employees) were denied overtime wages owed under California law.

Minimum Wage Violations:

The Employers have violated and continue to violate Labor Code §§ 1182.12, 1194, 1198, Industrial Welfare Commission Wage Orders, and Local Ordinances (or other applicable law, wage order, regulation and/or local law/ordinance regulating the minimum wage owed to employees who work in the County of Los Angeles and its incorporated cities) by failing to pay Employees at least the minimum wage required under the law.

Specifically, because not all of the time worked by Employees has been/is being reported on the Employees' time records and/or paychecks, Employees have not been paid at least the minimum wage for all the time they actually worked for the Employers. For example, Employees have not been paid at least the minimum wage owed due to rounding of starting and stopping times which have consistently worked to the unfair advantage of the Employers. Employees have also not been paid for rest breaks. The Employees (including all the aggrieved employees) were denied wages owed under California law.

Meal Period Violations:

If not on a daily basis, then on multiple times during each pay period, The Employers have engaged, and continue to engage, in the business-wide practice of not providing Employees with legally compliant meal periods as mandated under California law as follows:

- a) In violation of Labor Code § 512 and the above-referenced IWOs, The Employers have failed, and continue to fail, to provide Employees working 5.1 to 10 hours in their workday

with at least one 30-minute unrestricted and uninterrupted meal period within the first 5 hours of their workday. Instead, Employees are provided their meal periods more than 5 hours after beginning their workday. Employees who were misclassified as exempt employees, were not provided meal periods or their meal periods were on-duty, were late and/or were interrupted. Additionally, in violation of Labor Code § 226.7, The Employers failed to pay said Employees one hour of pay (aka premium pay) for each day a legally compliant meal break was not provided.

- b) In violation of Labor Code § 512 and the above-referenced IWOs, The Employers have failed, and continue to fail, to provide Employees working 10.1 to 14 hours in their workday with a second 30-minute, unrestricted and uninterrupted meal period within the first ten hours of their workday. Instead, Employees are either not provided with a meal period or, when they are provided a meal period, the meal period is not timely, it is interrupted, and/or the Employees are required to remain on duty. Additionally, in violation of Labor Code § 226.7, The Employers failed to pay said Employees one hour of pay (aka premium pay) for each day the required second meal period was not provided.

Based on the information known to date, it is believed that every Employee was denied at least one legally compliant meal period every pay period that they worked for the Employers. The total number of pay periods that each Employee was denied one or more meal periods can be determined via the time records of the Employees during the statutory time period.

Rest Break Violations:

If not on a daily basis, then on multiple times during each pay period, The Employers have engaged, and continue to engage, in the business-wide practice of not authorizing and/or permitting Employees to take the paid rest breaks they are entitled to under California law as follows:

- a) In violation of Labor Code § 512 and the above-referenced IWOs, The Employers have failed, and continue to fail, to authorize and/or permit Employees working 3.5 to 6 hours in a workday to take at least one paid unrestricted and uninterrupted 10-minute net rest break in the middle of their daily work periods even though it was practical for Employees to take such rest breaks. Instead, rest breaks were not paid and/or were not provided in the middle of the work period. Additionally, in violation of Labor Code § 226.7, The Employers failed to pay said Employees one hour of pay (aka premium wages) for each day that required rest breaks were not authorized and/or permitted.
- b) In violation of Labor Code § 512 and the above-referenced IWO, The Employers have failed, and continue to fail, to authorize and/or permit Employees working 6.1 to 10 hours in a workday to take at least two paid unrestricted and uninterrupted 10-minute rest breaks in the middle of each of their daily work periods even though it was practical for Employees to take such rest breaks. Instead, Employees were either not given such rest breaks; or, when they were given rest breaks, the breaks were not in the middle of the work period, the breaks were interrupted and/or Employees were required to remain on-duty during their rest breaks. Additionally, in violation of Labor Code § 226.7, The

Employers failed to pay said Employees one hour of pay (aka premium pay) for each day the required rest breaks were not authorized and/or permitted.

Based on the information known to date, it is believed that every Employee was denied one legally compliant rest break every pay period that they worked for the Employers. The total number of pay period violations that each Employee suffered from one or more rest break violations can be determined via the time records of the Employees during the statutory time period. The Employees (including all the aggrieved employees) were denied a legally compliant rest break multiple times every pay period. Indeed, he was denied a legally compliant rest break almost every workday.

Seating Accommodation Violations:

The Employers have adopted and continue to adopt a custom and practice of failing to provide their current and former Employees with: 1) Suitable seating when the nature of the Employees' work reasonably permits use of seats and 2) Suitable seating in reasonable proximity to Employee's work areas for use by Employees when a) they are not engaged in active duty, b) their work requires standing and c) such seats would not interfere with the performance of their duties. No such seating was provided to the Employees (including all the aggrieved employees).

Timely Wage Payment Violations:

The Employers have violated and continue to violate Labor Code §§ 204-204b and the applicable wage order by failing to pay Employees the wages they were due within the timeframes set forth in Labor Code §§ 204-204b. Such failures occurred in at least the following ways:

- a) The Employers unfairly "round" the punch-in/out times of their Employees such that Employees are not paid for all the time they actually work. Moreover, the rounding has worked as an unfair monetary advantage to Employers and to the detriment of the Employees.
- b) The Employers have failed to compensate their employees for off the clock hours of work.
- c) The Employers have not paid Employees overtime pay because the Employers have not included all the time Employees have actually worked in the Employees' time records which are used to calculate Employees' regular and overtime wages.
- d) Employees who are owed additional wages due to the Employers' failure to comply with minimum wages laws have not been paid said wages.
- e) Employees have not been paid for their vested/accrued vacation benefits.
- f) Employees have not been paid for their accrued sick leave benefits.
- g) Employees have not been paid the premium pay wages owed by the Employers for missed, untimely, restricted, interrupted and/or short rest breaks.
- h) Employees have not been paid the premium pay wages owed by the Employers for missed, untimely, restricted, interrupted and/or short meal periods.
- i) Employees have not been paid minimum, regular and/or overtime wages for time worked but not included in the calculations of Employees' wages included in the Employees'

paychecks and/or wage statements.

- j) Employees have not been paid minimum, regular and/or overtime wages owed for on-duty meal periods.
- k) Employees have not been paid minimum, regular and/or overtime wages owed due to rounding of clock-in times which have consistently worked to the unfair advantage of the Employers.
- l) Employees who have worked more than 8 hours to 12 hours in a workday have not been paid time and one-half.
- m) Employees who have worked more than 40 hours in a workweek have not been paid time and one-half.

Because Employees were not compensated for the above-referenced wages, Employees (including all the aggrieved employees) were not paid such wages within the timeframes set forth in Labor Code §§ 204-204b and have not been paid the penalties set forth in § 210.

Wage Statement Violations:

The Employers have adopted, and continue to adopt, a custom and practice of providing wage statements to Employees that fail to comply with Labor Code § 226 in the following ways:

- The Employers' wage statements do not accurately record the total hours worked or the gross/net wages earned by Employees for:
 - Premium pay wages for missed, untimely, restricted, interrupted and/or short rest breaks as referenced above.
 - Premium pay wages for missed, untimely, restricted, interrupted and/or short meal periods as referenced above.
 - Regular and/or overtime wages for time worked but not reported on the Employers' time records.
 - Regular and/or overtime wages for on-duty meal periods.
 - Regular and/or overtime wages for rounding to the benefit of the Employers.
 - Vacation time pay.
 - Sick leave time pay.
 - Earned overtime wages.
 - Owed wages due to the Employers' failure to comply with minimum wages laws.
- The Employers' wage statements have not always accurately recorded all the deductions deducted from Employees' wages.
- The Employers' wage statements do not set forth the accurate name and/or address of the legal entity of the entity that employed Employees.
- The Employers' wage statements do not accurately set forth all the hourly rates in effect to the pay period and/or the accurate corresponding number of hours worked at each hourly rate by Employees.

All the aggrieved employees are affected by the foregoing violations.

Waiting Time Violations at Time of Separation:

The Employers have violated and continue to violate Labor Code §§ 201-202 by failing to pay Employees who have become separated from the Employers the complete and correct amount of all wages owed to such Employees at the time of their separation within the timeframes mandated by Labor Code §§ 201-202 in the following ways:

- For Employees who have been terminated, The Employers have failed, and continue to fail, to pay said employees all wages due and payable immediately at the time of their termination.
- For Employees who have given at least 72 hours-notice of resigning or otherwise separating from the Employers, the Employers have failed, and continue to fail, to pay said Employees all wages due and payable on their last day of work.
- For Employees who have resigned or otherwise separated from the Employers and have not given at least 72 hours' notice, the Employers have failed, and continued to fail, to pay said Employees all wages due and payable within 72-hours.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid the premium pay wages owed at the time of separation for missed, untimely, restricted, interrupted and/or short rest breaks.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid the premium pay wages owed at the time of separation for missed, untimely, restricted, interrupted and/or short meal periods.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid regular and/or overtime wages owed at the time of separation for time worked but not reported on the Employers' time sheets and/or wage statements.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid regular and/or overtime wages owed at the time of separation for on-duty meal periods.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid regular and/or overtime wages owed at the time of separation for time unpaid due to rounding practices that unfairly worked to the benefit of the Employers.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid the overtime wages owed at the time of separation.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid wages owed due to the Employers' failure to pay at least the minimum wage mandated by law.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid the wages they are owed for unpaid rest breaks.

Since none of the separated aggrieved employees have been paid the entirety of the wages they were owed at the time of their separation, each such Employee is entitled to continuing wages for the 30-day maximum set forth in Labor Code § 203 (see below).

The number of pay period violations of Labor Code §§ 201-202 can be determined from information contained in the Employers' employment records including records which show when Employees became separated from employment with the Employers, when said Employees were paid their final wages from the Employers and what wages were paid as well as records regarding the total number of Employees who have become separated from employment during the statutory period (the number will continue to grow until the illegal practice is stopped).

Vacation Pay Violations:

The Employers have violated and continue to violate Labor Code § 227.3 by failing to pay employees vested vacation time at their time of separation from employment with Employers. The aggrieved employees have been affected as a result of said violations.

Payment/Use of Sick Time Violations:

The Employers have violated and continue to violate Labor Code § 245.5 (definition of employee) and § 246 (mandated amounts of accrual of sick time) by failing to allow their past and present employees to accrue sick time in the amount required by law. As well, the Employers have violated and continue to violate Labor Code § 246.5 by failing to permit their past and present employees from using their accrued sick time for the purposes set forth under California law. All the aggrieved employees are affected by said violations.

Heat Recovery Periods Violations:

California Labor Code sections 226.7, 516, and 1198, the applicable IWC Wage Orders and Local Ordinances require employers to provide recovery periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each workday that a meal or rest or recovery period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any recovery period mandated by an applicable order of the California IWC, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health. The aggrieved employees were affected by the said violations, especially for having been required to work in freezing temperatures with inadequate protection and amenities.

Failure to Produce Records of Employee Violations:

Employers were requested to produce certain employment records in accordance with California law, including Labor Code Sections 226, 432 and 1198.5, and Employers failed to comply or otherwise responded with partial production of the requested records. As such Employers are in violation of the applicable California law, including, but not limited to, the said sections, and the aggrieved employees were affected as a result thereof.

Release of Claims for Wages Due Violations:

California Labor Code section 206.5 prohibits employers from requiring employees to execute releases of a claim or right “on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee.” The Employers required Employees/aggrieved employees to release their claims for unpaid wages as a condition to receiving their paychecks.

That practice is in violation of California Labor Code section 206.5. As such, Employees/aggrieved employees are entitled to civil penalties, attorney’s fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f)-(g).

Reporting Time Violations:

No employer may employ an employee prohibited by the applicable IWC wage orders. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11160(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.”

The Employers violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11160(5), because they failed to pay Employees and other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the regular schedule. The aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f)-(g).

Unreimbursed Business Expense Violations:

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g) as they remain unreimbursed for the incurred business expenses, for among other costs, such as use of cellular phones, mileage, purchase of supplies.

Regular Rate of Pay

Employers have failed and continue to fail to take into consideration the “regular rate of pay,” encompassing all nondiscretionary payments, not just hourly wages, in their computation of premium pay for non-compliant meal, rest or recovery period under Labor Code Section 226.7(c) and *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal5th 858. Additionally, Employers failed

and continue to fail to take into consideration the regular rate of pay in their computation of overtime pay pursuant to Labor Code Section 510(a). The aggrieved employees received non-discretionary bonuses at all times relevant here and were denied the appropriate adjustments to their wages based on the requisite regular rate analysis.

Failure to Maintain Accurate Payroll Records

Employers have failed and continue to fail record keeping practices in compliance with Labor Code Sections 1174 (c) and (d), which in pertinent part provide: “(c) Keep a record showing the names and addresses of all employees employed and the ages of all minors. (d) Keep at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by, and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

The Employers’ record keeping practices were lawfully deficient for computation of wages, premium and overtime wages, regular rate of pay adjustments, PTO benefits, and reporting requirements for the wage statements. The Employers’ wage statements do not accurately set forth all the hourly rates in effect to the pay period and/or the accurate corresponding number of hours worked at each hourly rate by Employees. Employers also failed to properly track the Employees’ off-the-clock hour work. The aggrieved employees were affected by said violations and none were provided the opportunity to examine their respective records at all times relevant.

Conclusion:

If the State of California intends to investigate the matters set forth herein, please inform our offices as soon as possible as prompt administrative action will permit the identified unlawful practices to be rectified in prompt fashion. If the State of California does not send notification of its intent to investigate the alleged violations set forth herein, then pursuant to Labor Code § 2698 *et. seq.* (PAGA), the Employees reserve the right to file a PAGA cause of action seeking all available damages, penalties, and remedies as well as attorneys’ fees, interest, and costs against the Employers, as permitted under the PAGA. Should the State of California require any additional information, please do not hesitate to contact the undersigned.

MOORADIAN LAW, APC



ZORIK MOORADIAN

Attorneys for Rafael Hector Jr. Romo,
Sayanny Trinidad Angulo, Maria Cristina Angulo,
and all other aggrieved employees.

EXHIBIT “C” – Administration Quote

CASE NAME: ANGULO v BVLS

Requesting Attorney: Haik Hacopian

Plaintiff or Defense: Plaintiff

Firm Name: Mooradian Law

Telephone: (818) 487-1998

Email: haik.hacopian@gmail.com

Date: April 9, 2025

Prepared By: Tim Phillips

50 Corporate Park, Irvine CA 92606

Tim@CPTGroup.com

Direct Number: (818) 415-2703

Main Number: (800) 542-0900

PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Class Size: 760

Opt-Out Filing Rate: 1%

No. of Checks Issued: 752

Language Translation Services: Yes

Settlement Website: Static Website

Notice Procedures: Mail

Undeliverable Mail Rate: 8%

Payment Option: Check

Unclaimed Funds: Cy Pres

Postage Total: \$1,343.61

Grand Total: \$17,766.38

CPT'S DISCOUNTED FEE: \$11,750.00

The services and numbers reflected herein are estimates based on the information provided by counsel at the time of this Bid. If the actual services and numbers are different, our cost estimate will change accordingly. Client expressly acknowledges and agrees that estimated fees and costs may fluctuate and agrees to pay for any such increases to such estimates as if set forth herein.

The attached Terms and Conditions are included as part of and incorporated by reference to our cost proposal. By accepting our cost proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

After receiving the data, CPT will scrub all records to eliminate duplicates and anomalies; this process is designed to achieve a higher success percentage in delivering the Class Notice. Each Class Member will receive a unique mailing ID that will be utilized for all administrative purposes. If necessary, CPT will translate the court approved Notice documents and opt-out form into Spanish. CPT will setup and maintain a static website.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
Spanish Translation	\$1,200.00	1	\$1,200.00
Static Website	\$500.00	1	\$500.00
Sub Total:			\$3,415.00

DIRECT MAIL NOTIFICATION

CPT will perform an address update via NCOA and, if necessary, conduct an additional skip trace in order to ensure that mail is delivered to the most current address possible. A detailed notice and a one-page opt-out form will be mailed in English and Spanish.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	76	\$64.60
Print & Mail Notice Packets	\$1.50	760	\$1,140.00
First-Class Postage (up to 2 oz.)*	\$0.97	760	\$737.20
Sub Total:			\$2,266.80

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

According to CPT's historical data, 8% of the notices are returned as undeliverable. Upon notification from USPS, CPT performs a skip trace to locate a current address. Typically, 70% of the undeliverable notice packets are eligible for remail with an updated address.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	2	\$120.00
Update Undeliverable Mail Database	\$0.50	61	\$30.50
Skip Trace for Best Address	\$1.00	54	\$54.00
Print & Remail Notice Packets	\$1.50	43	\$64.50
First-Class Postage (up to 2 oz.)	\$0.97	43	\$41.71
Sub Total:			\$310.71

OPT-OUT PROCESSING

CPT will thoroughly examine the submissions to identify and remove any duplicates, fraudulent responses, or otherwise invalid submissions. CPT will process and verify opt-outs, objections, and other responses submitted by class members. Deficient responses will be sent a follow-up notice, offering the class member a chance to cure.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	5	\$750.00
Project Manager: Validate Opt-Outs	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out Processing	\$2.50	8	\$19.00
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.69	1	\$0.69
Review & Process Deficiency Responses	\$10.00	1	\$10.00
Sub Total:			\$936.19

CLASS MEMBER SUPPORT

CPT will establish a toll-free telephone number equipped with interactive voice response (IVR) capabilities and live customer support representatives. Live support will be available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT). The dedicated case phone number shall be operational for a maximum of 120 days following the disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	152	\$456.00
Sub Total:			\$756.00

SSN VERIFICATION

Authenticate Social Security Number for validity using IRS verification processes and/or IRS backup withholdings processes.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	752	\$75.24
Sub Total:			\$510.24

DISTRIBUTION SERVICES

CPT will establish a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF). Upon Final Approval, CPT will perform the required settlement payment calculations, and once approved by the parties, CPT will issue a (MICR) check to all eligible claimants. CPT will also issue an IRS Form 1099 and/or IRS Form W2 when applicable. CPT utilizes the bank's Payee Positive Pay to prevent check fraud and performs monthly account reconciliations for the QSF bank account. Undeliverable checks are skip-traced to obtain a current address and are remailed accordingly. Requests for check reissues will be processed throughout the check cashing period. CPT's administration of the QSF will continue for a maximum duration of one year following the initial distribution of funds.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	752	\$1,881.00
First-Class Postage (up to 1 oz.)	\$0.69	752	\$519.16
Project Supervisor: Account Reconciliation	\$150.00	12	\$1,800.00
Update Undeliverable Checks Database	\$0.50	38	\$18.81
Skip Trace for Best Address	\$1.00	38	\$37.62
Remail Undeliverable Checks	\$2.50	34	\$85.00
First-Class Postage (up to 1 oz.)	\$0.69	34	\$23.46
Re-Issue Checks as Required	\$5.00	31	\$155.00
First-Class Postage (up to 1 oz.)	\$0.69	31	\$21.39
Sub Total:			\$6,531.44

TAX REPORTING & SETTLEMENT CONCLUSION

CPT prepares annual tax reporting on behalf of the QSF and Federal and State taxes in accordance with current state and federal regulations. All parties will be furnished with weekly and final reports. A declaration attesting to due process will be provided to all parties. Unclaimed funds sent to Cy Pres.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Unclaimed Funds Sent to Cy Pres	No Fee	1	No Fee
Sub Total:			\$3,040.00

*CPT will file Federal and California taxes in accordance with current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

Total Administration Costs:	\$17,766.38
Courtesy Discount:	-\$6,016.38
CPT'S DISCOUNTED FLAT FEE:	\$11,750.00

TERMS AND CONDITIONS

These Terms and Conditions (“**Terms and Conditions**”) are made a part of, and incorporated by reference into, any Bid presented by CPT Group, Inc. (“**CPT**”) to Client. Each of Client and CPT is a “**Party**” to this Agreement, and collectively, the “**Parties**”.

1. Definitions.

- a) “**Affiliate**” means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) “**Agreement**” means these Terms and Conditions and the Bid.
 - c) “**Applicable Laws**” means all applicable local, state and federal laws, ordinances, rules and regulations.
 - d) “**Approved Bank**” means any financial institution that is insured by the Federal Deposit Insurance Corporation.
 - e) “**Bid**” means a proposal, statement of work, order form, and/or schedule for Services (including any and all addendums, exhibits, or amendments thereto) provided by CPT to Client.
 - f) “**Case**” means the case referred to in the attached Bid and/or the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the caption of the applicable Court Order.
 - g) “**Class**” means Members and putative Members collectively.
 - h) “**Client**” means the party or parties engaging CPT for Services as set forth in the Bid, namely Plaintiff Counsel and/or Defense Counsel.
 - i) “**Confidential Information**” means any non-public information of CPT or Client disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other Party may have access, which a reasonable person would consider confidential and/or which is marked “confidential” or “proprietary” or some similar designation by the disclosing Party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient’s prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) “**Court Order**” means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more Parties To The Case to carry out a legal obligation pursuant to the Case.
 - k) “**Defendant**” means the named Party and/or Parties in the Case against whom action is brought.
 - l) “**Defense Counsel**” means the attorney(s) of record for the Defendant(s) in the Case.
 - m) “**Intellectual Property Right**” means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) “**Member**” means an individual who is eligible under the Case or Class to receive a communication about their pending legal rights under the matter and/or designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons or other parties in the representative action so designated or addressed therein.
 - o) “**Member Content**” means all Member written document communications relating to the Case, including claim forms, opt-out forms, and/or objections, which may contain Member Data.
 - p) “**Member Data**” means proprietary or personal data regarding Members under this Agreement.
 - q) “**Parties To The Case**” shall mean collectively Defendant(s) and Plaintiff(s) as defined in the Settlement Agreement or Court Order.
 - r) “**Plaintiff**” means the named party and/or parties in the Case who are bringing the action.
 - s) “**Plaintiff Counsel**” means the attorney(s) of record for Plaintiff(s) in the Case, and/or upon certification by the Court the attorney(s) of record designated to represent the Class.
 - t) “**Products**” means any and all CPT Services and work product resulting from Services.
 - u) “**Qualified Settlement Fund**” or “**QSF**” means a bank account established pursuant to U.S. Department of Treasury Regulations §1468B-1.
 - v) “**Service**” means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Members; (ii) setting up a QSF with an Approved Bank; (iii) management of disbursement of funds from the QSF to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - w) “**Settlement Agreement**” means the contract between Parties To The Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Members.
 - x) “**Settlement Amount**” means the total dollar amount agreed to between Parties To The Case to resolve the Case to mutual satisfaction.
 - y) “**Software**” means any and all of CPT’s software applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - z) “**Transmission Methods**” means the secure authorized manner to send Member Data and/or Wire Information as specified on a schedule or exhibit hereto.
 - aa) “**Term**” means the period commencing on the date set forth on the Bid and continuing until the date of final judgment (if a settlement) or upon completion of all Services as set forth in the Bid.
 - bb) “**Wire Information**” means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access and use Member Data for the purposes permitted under this Agreement and shall only transmit Member Data and/or Wire Information to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Member Data provided under this Agreement. Client further warrants that any Member Data, Wire Information, or other content, data, materials or information it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect Member Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. CPT Obligations. CPT will (i) maintain appropriate safeguards designed to protect Member Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Member Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Parties To The Case, Members, Plaintiff Counsel or Defense Counsel as applicable.
4. Security. Client and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any Member Data in its possession or control under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such Member Data; (c) protect against unauthorized access to or use of such Member Data that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such Member Data in connection with its disposal.
- a) Incident Notification. In the event a Party discovers that Member Data relating to the Case is the subject of (i) any unauthorized acquisition, loss, access or use and/or (ii) an actual or suspected breach concerning such Party’s systems (items (i) and/or (ii) a “**Security Incident**”), or a Party has a reasonable belief that a Security Incident has occurred or is at risk of occurring, such Party will promptly but no later than forty-eight (48) hours of its discovery of such circumstances, inform the other Parties in the event of such Security Incident, and shall utilize best efforts to assist the other Parties to mitigate the effects of such Security Incident.
 - b) b) Response Procedures. In the event of a Security Incident, the breached party shall (i) cooperate with any reasonable investigation concerning the Security Incident by the other Parties, regulators and/or law enforcement; and (ii) cooperate with the other Parties to comply with Applicable Laws concerning such Security Incident, including any notification to affected individuals. The Parties acknowledge that the breached party in any Security Incident shall be the Party responsible for

- any and all remedies and costs under Applicable Laws concerning such Security Incident, unless such breach occurred due to another Party's actions hereunder, in which instance such party shall be comparatively responsible for all remedies and costs. In no event will any Party serve notice or otherwise publicize a Security Incident without the prior written consent of the other Parties. The Parties shall reasonably cooperate and coordinate with each other to respond to the Security Incident, including with regard to the content of notification to affected individuals.
6. **Qualified Settlement Fund Account.** When the Case has a Settlement Amount CPT shall be authorized to establish one or more QSF bank accounts at an Approved Bank if and as applicable to the Services as set forth in the Bid. The amounts held at the Approved Bank under this Agreement are at the sole risk of Defendant. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
 7. **Fees and Payment.** Pricing for Services is as stated on the Bid, and Client agrees to pay CPT in the amounts set forth on the Bid. Client will be invoiced per the schedule set forth in the Bid, and payment of fees will be due within 30 days after the date of the invoice, except where the Bid or terms of the Settlement Agreement or Court Order expressly prescribes other payment dates. All fees set forth in a Bid are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% per month (or the highest rate allowable by law, whichever is lower) on the outstanding balance from the date due until the date of actual payment, which such late charge(s) may be charged against the QSF account if incurred in connection with Services provided pursuant to administration of a settlement. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation. . In connection with CPT's administration of a QSF, unless otherwise stated in the Settlement Agreement or Court Order concerning disbursement of unclaimed funds in the QSF account, CPT reserves the right, after one (1) year of issuance of disbursements to Members, to classify any remaining balance in such QSF account as additional administrative fees payable to CPT until such time as the QSF account balance becomes zero (\$0.00), and thereafter close such account.
 8. **Term and Termination.**
 - a) **Term.** The Term is set forth in the Bid. The Agreement may be renewed by mutual written agreement of the parties.
 - b) **Termination for Cause.** Either Party may immediately terminate this Agreement if the other Party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching Party's receipt of written notice describing the breach in reasonable detail.
 - c) **Bankruptcy Events.** A Party may immediately terminate this Agreement if the other Party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
 - d) **Effect of Termination.** Immediately following termination of this Agreement, upon written request, Member Data may be retrieved via the secure FTP site in the same format in which the Member Data was originally inputted into the Software, at no additional charge. Alternatively, Member Data can be returned in a mutually agreed format at a scope and price to be agreed upon. CPT will maintain a copy of Member Data and Member Content for no more than four (4) years following the date of the final check cashing deadline for Members under the Settlement Agreement, after which time any Member Data and Member Content not retrieved will be destroyed.
 - e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.
 9. **Confidentiality.** Each Party agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such Party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such Party uses to protect its own confidential information; provided, however, that such Party shall use at least reasonable care. These obligations shall survive termination of this Agreement.
 - a) **Compelled Disclosure.** If receiving Party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such Party shall (i) promptly notify the other Party, (ii) reasonably cooperate with the other Party in such Party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each Party is advised by its counsel in writing is legally required to be disclosed.
 - b) **Remedies.** If either Party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other Party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
 10. **Intellectual Property.** CPT retains all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. CPT does not claim any ownership rights to Member Data.
 11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, "**Covered CPT Parties**") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "**Damages**") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Member Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
 12. **Warranties.** Each Party represents and warrants to the other Party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such Party; (iii) the Agreement is a legally valid and binding obligation of such Party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE
 13. **Liability.**
 - a) **Liability Cap.** EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT AND/OR THE PARTIES TO THE CASE TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
 - b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and

certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such Party's reasonable control, provided that the delayed Party: (i) gives the other Party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the Parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by the Parties.
- f) Assignment. Neither Party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other Party's prior written consent; provided, however, either Party, without the consent of the other Party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such Party, where the responsibilities or obligations of the other Party are not increased by such assignment and the rights and remedies available to the other Party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("**Statistical Data**") derived from the operation of the Software, and

nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such Applicable Laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other Party as set forth on the Bid or at such other address as may hereafter be furnished in writing by either Party hereto to the other Party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each Party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither Party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT may use subcontractors to perform Client-specific Services; provided however, that CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Acceptance. If, when requested in writing by Client, CPT then provides any Service to Client, whether or not such Services were specified in the original Bid, these Terms and Conditions shall apply to the provision of such Services and be deemed accepted and approved by Client concerning such Services.
- q) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

Declaration of Zorik Mooradian

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

3
4
5
6
7
8
9
10
11

12
13
14
15
16
17
18
19

20
21
22
23

24
25
26
27
28

1 538257; Uscanga v. Automotive Creations/BC509401; Gonzales v. Nefab
2 Packing/2;13-cv-04499 JAK-ss; Mendoza v. Accentcare/30-2013-00661891-CU-
3 OE-CXC; Nuno v. Universal Building Maintenance/BC541570; Cabrera v.
4 Complete Facilities Maintenance/BC538248; Valencia v. Rubbercraft/BC
5 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
6 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills
7 Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-
8 CXC; Bitton v. Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt.
9 Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-
10 OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Avina v. Marriott/30-
11 2017-00945551; Azepita v. Eden Social Restaurants, Inc./30-2019-01077185;
12 Balaguer v. Eminent, Inc./19STCV16803; Barragan v. Golden Hotels Limited
13 Partnership/30-2018-01007420; Boch v. Merchants Building
14 Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v.
15 Intercon Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486;
16 Castro v. Bee Gee Laboratories/BC712857; Contreras Teo v. Golden State
17 Foods/BC708535; Contreras Teo v. Golden State Foods/BC722540; Corona v.
18 Del Amo Hospital/19STCV24741; Cruz Ventura v. WSON-55/19STCV22958;
19 Cruel v. Andreas Elsenhans/19STCV35496; Espinoza v. Don Chava
20 Mgt./19STCV27068; Galvan v. Property Mgt. Associates/BC722781; Godoy v.
21 UCLA/19STCV04634; Gonzalez v. Toyon Catering, Inc./19STCV11369;
22 Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-
23 01092546; Guzman v. Millennium Shoes/19STCV33166; Hernandez v.
24 Township Retail Services/18STCV06709; Hernandez v. Resource Employment
25 Solutions/30-2019-01084740; Herrera v. Color Spot Nurseries/30-2017-
26 00933249; Leon v. Island Hospitality Mgt./30-2019-01060719; Martinez v.
27 Snakerz/19STCV02674; Mendoza v. Savage Service Corp./18STCV04798;
28 Martinez v. Riviera Beverages/ 30-2019-01056796; Mendoza v. United
Production Framing/30-2019-01104255; Morales Cano v. Coordinated

1 Staffing/19STCV29817; Moreno v. DCX-CHOL Enterprises/19STCV19105;
2 Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I,
3 LLC/30-2018-00999474; Nunez v. Wonderland Montessori,
4 LLC/18STCV06042; Enriquez v. The Johnny Rockets Group/19STCV43986;
5 Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v.
6 First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/
7 19STCV11434; Reidy v. City of Inglewood/18STCV09373; Rosales v. DBR
8 Premium/19STCV32726; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v.
9 GBG USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres
10 v. Metro Security/19STCV15680; Trujillo v. Securitas Security
11 Services/19STCV01207; Villacana v. Crothall Laundry Services,
12 Inc./19STCV16330; and Villareal v. Golden Touch Cleaning/30-2019-01108777.

13 5. I am familiar with California wage and hour law and the laws governing the
14 alleged violations in this matter, including but not limited to California Labor Code Sections
15 201 – 203, 226, 226.7, 510, 512, 1194, 1194.2, 2698 and 2802, California Business and
16 Profession Codes 17200 *et. seq.*, the Orders of the Industrial Welfare Commission, and the
17 Private Attorneys General Act.

18 6. I seek appointment as class counsel on behalf of the settlement class. I know
19 of no conflicts that would preclude me, or Mr. Hacopian, from serving as Class Counsel in
20 this matter. I also know of no conflicts that would preclude Ms. Angulo from serving as the
21 Class Representative in this matter.

22 7. As a result of my prior experience as class counsel in other wage and hour
23 class actions, I am fully aware of the responsibilities I owe as Class Counsel to the proposed
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 is fair to the class, reasonable and more than adequate in view of (i) the strength
27 of Plaintiff's claims and Defendant's defenses, (ii) the risk, expense, complexity and likely
28 duration of further litigation, (iii) the risk and difficulty of obtaining class certification and

1 maintaining class action status through trial, (iv) the total settlement amount of \$1,200,000
2 offered in settlement, (v) the discovery conducted by the Parties in this case, (vi) my
3 experience with similar settlements in wage and hour class actions that have received court
4 approval, and (vii) the fact that the settlement was the result of arms' length negotiations
5 between experienced counsel facilitated by Mr. David Phillips, a respected neutral mediator.

6 8. I submit that the proposed settlement is within the range of possible approval
7 for communication of a notice in conformity and consideration thereof by the Settlement
8 Class. The Court will have the opportunity to again assess the reasonableness of the
9 settlement after the Class has had the opportunity to opt-out or object.

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

12 Executed on April 21, 2025, in Calabasas, California.

13
14 /s/Zorik Mooradian
15 Zorik Mooradian
16
17
18
19
20
21
22
23
24
25
26

Declaration of Plaintiff Angulo

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

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

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

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

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.

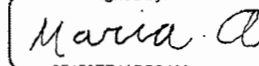
7. In total, I estimate that I have spent approximately 10-12 hours to date participating in this case.

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:



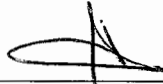
95460EE4AB5C466...

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

[PROPOSED] Order

1 ZORIK MOORADIAN, Bar No. 136636

2 zorik@mooradianlaw.com

3 HAIK HACOPIAN, Bar No. 282361

4 haik@mooradianlaw.com

5 **MOORADIAN LAW, APC**

24007 Ventura Blvd., Suite 210

Calabasas, CA 91302

Telephone: (818) 487-1998

Facsimile: (888) 783-1030

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

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

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

13 Plaintiffs,

14 v.

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

18 Defendants.

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: June 24, 2025

Time: 10:00 a.m.

Dept.: SS-7

1 On June 24, 2025, the Court considered the motion of Plaintiff Maria Cristina Angulo
2 for preliminary approval of the Parties' proposed class action and representative PAGA action
3 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 Joint Stipulation of Class Action and PAGA
13 Settlement ("Settlement Agreement"), is in all respects fair, reasonable, adequate, and in the
14 best interests of the Settlement Class, and it is preliminarily approved. Except as expressly set
15 forth herein, the Parties shall effectuate the Settlement Agreement according to its terms. The
16 Settlement Agreement, and every term and provision thereof, shall be deemed incorporated
17 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 by October 31, 2025, a Final Approval Hearing will be held on _____, 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 _____; 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: _____

By: _____
Honorable Samantha P. Jessner
Judge of the Superior Court

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

On **April 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

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

1
2 ☒ **VIA ELECTRONIC SERVICE** – Based on a court order or agreement of the
3 parties to accept service by electronic transmission through the CaseAnywhere platform, I
4 caused the document(s) to be sent to the above persons listed at their electronic notification
5 addresses.

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

8 Executed on **April 21, 2025** at Calabasas, California.

9 /s/Haik Hacopian

10 Haik Hacopian
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28