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*Attorneys for Plaintiff,
MARIA BAHNA and the putative Class*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

CIVSB2303381

MARIA BAHNA, an individual, on behalf
of herself, on behalf of all persons similarly
situated, and on behalf of all aggrieved
employees,

Plaintiff,

vs.

DIOCESE OF SAN BERNARDINO
EDUCATION AND WELFARE
CORPORATION, a California corporation;
and DOES 1 through 50 inclusive

Defendants.

Case No. ~~22CV00150~~

CLASS ACTION

**DECLARATION OF CALVIN A.
MARSHALL IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES, COSTS, AND
EXPENSES, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT**

Date: October 13, 2026

Time: 8:30 a.m.

Dept.: S22

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- 1 • \$225,000.00: *Townsend v. Ro-Al, Inc., et. al.* (Employment-Wage and Hour) (Los
- 2 Angeles Super. Ct.).
- 3 • \$200,000.00: *Houriani v. Buck Knives, Inc.* (CLRA) (U.S.D.C. Central District of
- 4 California).
- 5 • While it was not a class action, of note is a mass tort action resulting in a
- 6 \$16,200,000.00 recovery on behalf of disabled children in *Innis, et al. v Poudre*
- 7 *School District R-1* (U.S.D.C for the District of Colorado).

8 4. I am aware that Mark A. Ozzello, of The Ozzello Practice, PC has significant

9 experience in managing and litigating class action matters wherein he or his firm has served as

10 lead counsel, co-lead counsel or a member of an executive committee tasked with the role of

11 organizing and coordinating with a large number of plaintiffs' counsel. Along with others, Mr.

12 Ozzello has obtained significant recoveries in numerous class action and “mass action” lawsuits.

13 Some of those recoveries include:

- 14 • \$83.5 million settlement on behalf of disabled residents requiring installation of
- 15 curb ramps; *Fahmie, et al. v. City of Los Angeles* (Los Angeles Superior Court).
- 16 • \$49 million in cash equivalent calling cards recovered for failure to prorate monthly
- 17 service fees charged to customers; *Rolnik, et al. v. AT&T Wireless Services, Inc., et*
- 18 *al.* (New Jersey Superior Court).
- 19 • \$42 million recovery for inadequately disclosed out-of-cycle billing policies; *Lozano*
- 20 *v. AT&T Wireless Services, Inc.* (C.D. Cal.).
- 21 • \$38 million recovery for inadequately disclosed service fees; *Sterns v. AT&T*
- 22 *Mobility Corp.* (C.D. Cal.).
- 23 • \$20 million in cash equivalent calling cards recovered for overcharges on long
- 24 distance telephone calls erroneously carried by AT&T and improperly billed by
- 25 Verizon California; *Roark, et al. v. GTE California Inc., et al.* (Santa Barbara
- 26 Superior Court).
- 27 • \$16 million recovery on behalf of a class of victims of fraud and negligent cemetery
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operations; *In re: Woodlawn Memorial Park Litigation* (Los Angeles Super. Ct.).

- \$15 million recovery of unpaid overtime wages and meal break premiums for home healthcare workers; *Costa, et al. v. Vitas Healthcare Corporation of California* (Los Angeles Superior Court).
- \$14 million Judgment entered against Cal-ISO- after trial for unpaid overtime; *Hardie v. California Independent System Operator* (Los Angeles Superior Court).
- \$10 million recovery on behalf of employees of ERISA violation related to 40 I (k) plans; *Gottlieb, et al. v. SBC Communications, et al.* (U.S. District Court, Central District of California).
- \$10 million recovery of unpaid wages, break premiums, for the misclassification of Store Managers in *Masse v. CVS Caremark Corp.* (Los Angeles Superior Court).
- \$9 million recovery for victims of racial profiling harassment at an amusement park; *Armendarez v. Six Flags Magic Mountain* (Los Angeles Superior Court).
- \$8.3 million recovery for class members in suit asserting improper handling of decedents' remains; *In re: Paradise Memorial Park Litigation* (Los Angeles Superior Court).
- \$8 million recovery of unpaid overtime wages and meal break premiums for fast food restaurant managers; *Elias, et al. v. El Pollo Loco, Inc.* (Los Angeles Superior Court).
- While it was not a class action, of note is a mass tort action resulting in a \$16,200,000.00 recovery on behalf of disabled children in *Innis, et al. v Poudre School District R-1* (U.S.D.C for the District of Colorado).

5. On October 31, 2022, Plaintiff submitted a Notice Letter under the Private Attorneys General Act (Lab. Code, §§ 2698 et seq., “PAGA”) to Defendant and the California LWDA. That Notice Letter was later amended on October 3, 2023.

1 6. On January 25, 2023, Plaintiff filed a class action complaint in San
2 Bernardino Superior Court. On November 29, 2023, Plaintiff filed her operative First
3 Amended Complaint (“FAC”). The FAC defines the Class as:

4 All current and former non-exempt employees, as well as those who
5 were misclassified as exempt employees or independent contractors, of
6 the DIOCESE OF SAN BERNARDINO EDUCATION AND
7 WELFARE CORPORATION, a California corporation, in the State of
8 California, at any time during the period commencing on the date that
 is within four years prior to the filing of this First Amended Complaint and
 continuing thereafter (the “Class Period”).

9 The FAC alleges the following claims: (1) Failure to Pay Overtime Compensation and
10 Liquidated Damages (Lab. Code, §§ 510, 1194, 1194.2, & 1198); (2) Failure to Provide Meal
11 Periods (Lab. Code, § 226.7 & 512, and Cal. Code Regs., tit. 8, § 11040); (3) Failure to Provide
12 Rest Periods (Lab. Code, §§ 226.7 & 512, and Cal. Code Regs. tit. 8, § 11040); (4) Failure to
13 Provide Accurate Wage Statements and Maintain Accurate Payroll Records (Lab. Code, §§ 226,
14 subd. (a), 1174, subd. (d), & 1198); (5) Failure to Reimburse Business Expenses (Lab. Code, §§
15 2800 & 2802); (6) Violation of Labor Code section 558; (7) Unfair Competition (Bus. & Prof.
16 Code, §§ 17200 *et seq.*); (8) Civil Penalties for Violations of the California Labor Code,
17 pursuant to the Private Attorneys General Act (Cal. Lab. Code § 2698, *et seq.*).

18 7. At the outset of the litigation, Plaintiff provided our offices with detailed
19 summaries of her experiences working for Defendant, and the circumstances that gave rise
20 to the alleged Labor Code violations. Plaintiff was able to share her intimate knowledge of
21 Defendant’s policies and practices with our offices, and how these policies and practices
22 were implemented on a daily basis. In addition to establishing our offices’ initial evaluation
23 of the lawsuit, the information that Plaintiff provided also influenced and informed our
24 offices’ discovery efforts. Of importance, is the fact that pursuant to the settlement
25 agreement, Plaintiff is relinquishing her individual claims, which our offices believe have
26 significant merit.

1 8. Plaintiff also provided our offices with documentation regarding her
2 employment with Defendant, which certainly influenced how discovery was conducted, and
3 introduced my office to other employees of Defendant.

4 9. Shortly after the filing of the Complaint, the parties met and conferred
5 regarding the possibility of exploring an early resolution. However, over the next eighteen
6 months, our offices engaged in significant discovery in this matter. On February 19, 2024,
7 our offices propounded numerous sets of formal discovery including Requests for
8 Production (Sets One and Two), Special Interrogatories (Sets One and Two), Form
9 Interrogatories (General) and Form Interrogatories (Employment). Over the ensuing years,
10 Defendant responded and supplemented its responses to the above discovery.

11 10. Prior to the mediation in this matter, our offices propounded informal
12 discovery requests to Defendant. After significant negotiation and meetings with the
13 mediator, Lou Marlin, Esq., Defendants ultimately provided the following information,
14 documents, and data:

- 15 • the applicable insurance policy;
- 16 • a declaration regarding available insurance coverage and Defendant's
17 represented financial strains and limitations;
- 18 • The aggregate dates of employment for, and a 15% sampling of time and pay
19 records for all members of the Class who have not signed arbitration / class
20 action waiver agreements;
- 21 • The aggregate dates of employment for, and a 15% sampling of time and pay
22 records for all and all aggrieved employees, regardless of whether they signed
23 arbitration / class action waiver agreements or not;
- 24 • all employment policy documents.

25 11. The document and data exchange enabled Roberto Cavazos and Mriga Bansal
26 of Employstats to perform a detailed, comprehensive, and statistically significant damages
27 analysis for the Settlement Class (the "Damages Analysis"). The documents and Damages
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Analysis allowed Plaintiff's Counsel to fully assess the nature and scale of the claims being settled, as well as the obstacles to recovery, such as to make an independent assessment of the reasonableness of the terms to which the parties have agreed.

12. Based on information and evidence provided by Defendants, the Damages Analysis reveals that there are approximately 1,524 Settlement Class Members. The Damages Analysis indicates that Defendant's maximum exposure for the class claims is as follows:

Defendant's Exposure for the Class Claims	
Meal Periods – No Waivers	\$3,005,997.70
Rest Periods	\$3,983,969.13
Failure to Timely Pay Wages Upon Termination [Waiting Time Penalties]	\$7,971,370.62
Wage Statement Penalties	\$4,548,380.52
Failure to Pay Overtime Wages	\$4,022,344.37
Total	\$23,532,061.75

13. The large number of Class Members make joinder of all these individuals impracticable. Additionally, the Class is readily ascertainable from Defendant's business records because all Class Members are current or former employees or independent contractors of Defendant.

14. Our offices are willing and able to commit the resources – both human and financial – that are required to litigate this case vigorously and take it to trial if necessary, on behalf of the class.

15. Our offices have committed significant time and effort to the research, investigation and discovery conducted to date in this action, and we will continue to do so as necessary. During the course of this litigation, we have actively prosecuted the claims asserted on behalf of the Class. The involvement of the attorneys at our firms included: (1) determining Plaintiff's suitability as a putative class representative and as a private attorney general through interviews and analysis of employment files and related records; (2) drafting PAGA Notice Letters; (3) evaluating all of Plaintiff's potential representative

1 claims; (4) researching similar wage and hour class actions as to the claims brought, the
2 nature of the positions, and the type of employer; (5) drafting the Complaint and First
3 Amended Complaint; (6) propounding and engaging in significant formal and informal
4 discovery requests, which included engaging in an Informal Discovery Conference and
5 filing of Motions to Compel Further Responses; (7) analyzing the Settlement Class' time
6 and wage records; (8) analyzing Defendant's employment policies and practices applicable
7 to the Settlement Class; (9) researching settlements in similar cases; (10) evaluating
8 Plaintiff's claims and estimating Defendant's liability for purposes of settlement;
9 (11) drafting the mediation brief; (12) participating in the mediation and significant
10 subsequent negotiations facilitated by Louis M. Marlin, Esq.; (13) seeking Preliminary
11 Approval of the Settlement; (14) Conducting the Notice process; (15) seeking Final
12 Approval of the Settlement; and (16) potentially Conducting the settlement distribution
13 process.

14 16. On January 16, 2026, the parties agreed to the terms of the Stipulation of
15 Settlement ("Settlement Agreement"), which Plaintiff moves this court to approve. A true
16 and correct copy of the Settlement Agreement is attached hereto as EXHIBIT 1.

17 17. The Settlement Agreement is the product of many months of arm's-length
18 negotiations. The Settlement was reached after informed, arms-length settlement negotiations
19 supervised by a well-respected mediator experienced in wage-and-hour class action cases, Louis
20 M. Marlin, Esq. Before the mediation, counsel vetted the claims through rigorous legal analysis,
21 both on the class certification and merits issues. Counsel also evaluated class documents and
22 information provided by Defendant, which allowed for further vetting of the claims and
23 preparation of an exposure analysis. Counsel also drew upon their extensive experience
24 litigating, trying, and settling complex wage and hour class actions, similar to this one. On
25 August 12, 2025, the parties then participated in a day-long mediation before a very experienced
26 and highly regarded mediator. Although respectful, the negotiations were rigorous and at arms-
27 length. Additionally, both Defendant and Plaintiff were represented by experienced counsel
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1 through the negotiations. Mr. Marlin explored and challenged the parties and counsel on many
2 issues. Over the months that followed the mediation, the parties continued to engage in
3 discovery, including a declaration supporting limitations on insurance coverage and funds
4 available to address liability in this matter. During this time, the parties even fully briefed
5 Motions to Compel Further Discovery and exchanged further documents and information. The
6 parties then negotiated the remaining details of the settlement. At all times, the Parties'
7 negotiations were very adversarial and certainly non-collusive.

8 18. The proposed Settlement Class consists of:

9 All current and former non-exempt employees, as well as those who were
10 allegedly misclassified as exempt employees or independent contractors,
11 of the DIOCESE OF SAN BERNARDINO EDUCATION AND
12 WELFARE CORPORATION from January 25, 2019, through May 28,
2026. (The "Class Period" and "Class Members").

13 19. The Gross Settlement Amount is \$1,209,720.26. I believe that the Settlement,
14 for the consideration and on the terms set forth in the Settlement Agreement, is fair,
15 reasonable, an adequate, and is in the best interests of Class Members in light of all known
16 facts and circumstances, including the risk of significant delay and uncertainty associated
17 with litigation, and various defenses asserted by Defendants. The Settlement provides a
18 beneficial result for the Class. After estimated attorneys' fees and costs, the proposed service
19 award, the LWDA payment, and the estimated costs of settlement administration, there will be
20 an estimated \$710,030.50 for distribution to the Settlement Class Members. This works out to
21 an average share of approximately \$448.25 per the 1,584 participating Settlement Class
22 Members. Those who worked during the PAGA period will receive an additional average of
23 \$8.16. This will bring relief to the Class of modest wage workers, who, in light of Defendant's
24 represented financial strains and limitations, and its defenses, could receive no recovery at all if
25 the claims at issue are not settled. In reaching the settlement, Plaintiff weighed the value of the
26 prospective relief and actual payments to the Settlement Class Members against the risks of
27 Defendant becoming insolvent, and overcoming Defendant's defenses, achieving and
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1 maintaining class status through the damages phase, proving liability and damages, and the
2 consequences of further delay to class members. Moreover, even if Plaintiff prevailed on all the
3 claims and damages theories through verdict, one or more appeals would have been likely given
4 the nature of this case and the defenses presented. Additionally, there were significant
5 limitations to funds that would have been available to satisfy any judgment. Given these risks,
6 costs and delays associated with litigating the case through a trial and appeals, the total
7 settlement amount of \$1,209,720.26 provides very strong recovery for the Settlement Class
8 here.

9 20. There were risks of not prevailing on some of the underlying causes of action –
10 whether in Court or individually for Plaintiff. Due to Defendant being a religious institution
11 involved in religious instruction, Plaintiff’s employment-related claims could all be subject to a
12 ministerial exception bar, which could be a complete defense to all claims raised. Defendant has
13 argued that the ministerial exception is a bar to claims if 1) the defendant is a religious
14 institution and 2) the employee’s position falls within the exception. Here, Defendant is clearly a
15 religious institution. Importantly this exception is not limited to only ministers. Defendant
16 argues that the Supreme Court has repeatedly found that employees with a role conveying the
17 Church’s message and carrying its missions, including teachers, may fall within the exception.
18 Thus, it is possible that a significant portion of the class, if not the entire class, would fall within
19 the “minister” requirement and be precluded from raising their employment claims by this
20 exception. Moreover, Defendant argues that the Ninth Circuit has upheld the broad application
21 of this ministerial exception and has expressly stated that it applies to all “tangible employment
22 actions.” Accordingly, achieving certification on any of the employment-related claims posed
23 substantial risk, justifying a significant compromise on all claims.

24 21. With respect to meal periods, Defendant raised multiple potential defenses
25 against this claim. Defendant argued its written policy is fully compliant and that it always
26 provided Plaintiff and the Class Members with the opportunity to take their meal breaks and
27 thus met the requirements imposed by California law. Per Defendant, if an employee did not
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1 take a meal, if a meal period was taken late in a shift, or if an employee clocked back in after
2 less than 30 minutes, it was in violation of company policy and a multitude of individual
3 inquiries would be necessary to determine if the potential violation occurred due to an
4 employee's personal choice or for some other reason. Thus, achieving certification of the meal
5 period claim posed substantial risk, justifying a significant compromise on the meal period
6 claim. Of additional important note is Plaintiff's damages estimate assumes no valid meal
7 period waivers, when Defendant argued that meal period waivers existed for class members.

8 22. Defendant raised similar arguments to Plaintiff's rest period claim and further
9 contended that, since it is not required to maintain a record of rest periods, any evidence of a
10 failure to authorize rest periods and/or discouragement from taking rest periods would be purely
11 anecdotal, rendering class certification inappropriate and a trial on this issue completely
12 unmanageable. In light of Defendant's defenses, it is entirely possible a jury or the Court could
13 decline to award any amounts for missed or non-compliant rest periods, which warranted a
14 substantial compromise on the rest period claim.

15 23. With respect to claims for overtime compensation and expense reimbursement,
16 Defendants argue that these claims would require substantial and individualized analysis of
17 punch sheets, time records, wage statements, and receipts for each of the 1,524 employees due
18 to the fact-intensive and fact-specific nature of each of these claims. As such, the expense of
19 such analysis could easily outweigh the potential recovery for such violations. Accordingly,
20 substantial risk also existed as to these claims, justifying a significant compromise on these
21 claims as well.

22 24. There were also substantial risks of not prevailing on the wage statement claims
23 which were, by in large, derivative of the overtime and meal and rest period claims. Defendant
24 also argued that Plaintiff could not succeed on her Labor Code section 226 claim unless they
25 demonstrated that the failure to issue lawful wage statements was "knowing and intentional."
26 Defendant argued that a "knowing and intentional" violation cannot be found where the
27 employer presents a "good faith dispute" that it complied with its wage statement obligations.
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1 25. Plaintiff’s calculation of Defendant’s outside exposure for PAGA penalties was
2 substantial. Conceivably, Plaintiff could have recovered as much as \$18,398,768.55 in PAGA
3 penalties at trial. However, it is unlikely that Plaintiff would have recovered PAGA penalties on
4 this scale. To begin, Court has almost complete discretion to assess PAGA penalties.
5 Additionally, to have triggered such PAGA penalties in the first place, Plaintiff would have had
6 to prevail on all of their underlying claims. Under such circumstances, the Court may well have
7 determined that awarding full PAGA penalties would have been “unjust, arbitrary and
8 oppressive, or confiscatory” under Cal. Lab. Code § 2699(e)(2), and reduced them accordingly.
9 Plaintiff also faced the risk that the Court would follow authority precluding Plaintiff from
10 “stacking” penalties for the same or similar underlying violations.

11 26. Plaintiff also faced the risk, post-certification, that she would not be able to prove
12 class-wide liability. Further, assuming Plaintiff would prevail at summary judgment or trial on
13 the issue of class liability, there still would be uncertainty in terms of the damages that would be
14 proved and collected. Defendant strongly disputed the exposure figures Plaintiff presented, and
15 the parties had considerable disagreement about the amount of damages Plaintiff could recover
16 even in a best-case scenario for Plaintiff. For all these reasons, the final settlement amount
17 compares very favorably with Plaintiff’s estimates of Defendant’s exposure.

18 27. I am not aware of any class action or PAGA action in this or any other
19 jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or
20 group of individuals who would also be members of the class defined in this action.

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28. I have reviewed a summary of the billing records for this action, which are maintained during the regular course of business and billed contemporaneously. The bill for attorneys' fees is summarized in the chart below:

Lawyer / Staff	CA Bar Yr.	Rate	Hours	Fees
Mark A. Ozzello	1984	\$1,200.00	78.4	\$94,080.00
David R. Greifinger	1982	\$1,200.00	23.5	\$28,200.00
Calvin A. Marshall	2017	\$850.00	338.9	\$288,065.00
Maya Stryko		\$250.00	4.9	\$1,225.00
Total				\$411,570.00

29. As summarized in the table below, The Ozzello Practice, PC and The Law Offices of David R. Greifinger have incurred a total of \$28,946.18 in litigation costs and expenses to date:

Cost & Expense Categories	Amount
Court Filing Fees, Document Images Fees, Attorney Service Fees, & Service of Process	\$4,238.67
CourtCall Appearance Fees	\$648.00
Marlin Mediation – Mediation Fees	\$9,000.00
Employstats – Consultancy Fees	\$14,742.50
Research Services Expenses	\$40.00
Postage	\$71.07
Travel Related Expenses	\$130.94
Labor and Workforce Development Agency – PAGA Filing Fees	\$75.00
Total	\$28,946.18

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

Executed on September 16, 2026, at Los Angeles County, California.


CALVIN A. MARSHALL

EXHIBIT 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (herein after “Settlement Agreement” or “Settlement”) is reached by and between Plaintiff Maria Bahna (hereinafter “Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Diocese of San Bernardino Education and Welfare Corporation (“Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” The Parties agree to the designation of Mark A. Ozzello (SBN 116595) and Calvin A. Marshall (SBN 318587) as Class Counsel.

On January 25, 2023, Plaintiff filed a Complaint against Defendant. On November 29, 2023, Plaintiff filed a First Amended Class Action Complaint against Defendant (the “Lawsuit”). The Lawsuit alleges that Defendant: (i) failed to pay overtime wages and liquidated damages; (ii) failed to provide meal periods, or premium pay for non-compliant meal periods; (iii) failed to authorize and permit all rest periods, or pay premium pay for non-complaint rest periods; (iv) failed to furnish accurate itemized wage statements and payroll records; (v) failed to reimburse business expenses; (vi) violated of Labor Code Section 558; (vii) violated of California Business and Professions Code §§ 17200 *et seq.* and (viii) owes civil penalties under the Private Attorneys General Act (PAGA). As a result of the foregoing alleged violations, Plaintiff contends that Defendant is liable to Plaintiff and the Settlement Class (defined below) because it engaged in unlawful business practices. Defendant denies Plaintiff’s claims. Given the uncertainty of litigation, Plaintiff and Defendant wish to settle these claims both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees, as well as those who were allegedly misclassified as exempt employees or independent contractors, of the DIOCESE OF SAN BERNARDINO EDUCATION AND WELFARE CORPORATION from January 25, 2019, through the date the Court enters the order granting Preliminary Approval.

The time period of January 25, 2019, through Preliminary Approval of this Settlement shall be referred to herein as the “Class Period.”

Further, the Parties understand and agree that the workweeks to be included in this Settlement Class and the release below are for employees of Defendant (or any direct affiliate schools) in California during the Class Period and shall not include any other workweeks.

PAGA Settlement. For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the following PAGA Settlement:

All current and former non-exempt employees, as well as those who were allegedly misclassified as exempt employees or independent contractors, of the DIOCESE OF SAN BERNARDINO EDUCATION AND WELFARE CORPORATION from

October 31, 2021, through the date the Court enters the order granting Preliminary Approval.

The time period of October 31, 2021, through Preliminary Approval of this Settlement shall be referred to herein as the “PAGA Period.”

Further, the Parties understand and agree that the pay periods to be included in this PAGA Settlement and the release below are for employees of Defendant (or any direct affiliate schools) in California during the PAGA Period and shall not include any other pay periods.

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification, and any court filings made in an attempt for approval of the same, will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who opt out) will fully and forever completely and irrevocably release and discharge Defendant, and all of its past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, insurers, self-insurers including but not be limited to The Catholic Mutual Relief Society of America, Inc., parents and attorneys, (collectively the “Released Parties”), as follows:

Settlement Class members will release all claims, demands, rights, liabilities, causes of action, and issues of any kind or nature whatsoever that were pled and/or alleged in the Complaint filed in the Lawsuit, or which could have been pled in the Complaint in the Lawsuit through the date of Preliminary Approval based on the factual allegations therein, that arose during the Class Period (“Released Claims”), including without limitation with respect to the following claims:

- A. (a) failure to pay all wages due, including overtime and premium pay, in violation of Labor Code §§ 200-210, 510, 558, 558.1, 1185, 1194, 1194.2, 1197, 1197.5, 1198, 1199, and 98.6 and any California Wage Order; (b) failure provide meal periods, or premium pay for non-compliant meal periods in violation of Labor Code §§ 226.7, 512, 1198 and the applicable IWC Wage Order; (c) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods in violation of Labor Code §§ 226.7, 512, 1198 and the applicable IWC Wage Order; (d) failure to furnish accurate itemized wage statements in violation of Labor Code §§ 226, 226.3, and 226.6; (e) failure to provide personnel files in violation of Labor Code §432, 1174, 1174.5, 1182.12, 1185, 1198.5 and 2810.5; (e) failure to reimburse business expenses in violation of Labor Code §§ 2800 and 2802; (f) penalties pursuant to Labor Code §§ 2698, *et seq.* relating to the violations of the above and including but not limited to alleged violations of Labor Code §§ 96, 98.6, 200-210, 226, 226.3, 226.7, 432, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2810.5 and all applicable Wage Orders; along

with claims for a failure to comply with the requirements of Labor Code §§ 432.5 and 432.7, a failure to comply with the notice requirements of Labor Code §2810.5, attorneys' fees under Labor Code § 218.5 and 218.6; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above.

- B. It is understood and acknowledged that all persons who are employed or have been employed by Defendant in California as employees at any time during the time period from October 31, 2021, through Preliminary Approval (the "PAGA Period"), will be issued a check for their share of the PAGA penalties payable to aggrieved employees, regardless of whether they submit a timely Request for Exclusion from the Settlement. All PAGA aggrieved employees shall be deemed to have released all claims for civil penalties under the PAGA against the Released Parties with respect to the underlying claims pled in the operative Complaint in the Action or Plaintiff's letter to the California Labor and Workforce Development Agency dated October 31, 2022, and amended on October 3, 2023, or which could have been pled in the operative Complaint in the Action based on the factual allegations therein, that arose during the PAGA Period (the "PAGA Released Claims").
- C. In light of the Class Representative Service Award and other consideration given, Plaintiff has agreed to a general release, in addition to the Released Claims described above, of all claims, demands, rights, liabilities, and causes of action, whether known or unknown, under federal, state or local law against the Released Parties. The Parties understand and agree that Plaintiff and the settlement class and the PAGA aggrieved employees are not, by way of this release, releasing any workers' compensation claims nor any other claims which cannot be released as a matter of law. The Parties further understand and agree that Plaintiff is not, by way of this release, releasing any claims or rights with respect to any retirement accounts or retirement plans. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a "Gross Settlement Amount" of One Million-Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) in full and complete settlement of the Lawsuit, as follows:
- A. The Parties have agreed to engage Apex Class Action Administration as the "Claims Administrator" to provide Notice to the settlement class and administer this Settlement.

- B. With the exception of the Claims Administrator's fees, if otherwise required by the Claims Administrator, the Gross Settlement Amount shall be deposited with the Claims Administrator within ten (10) calendar days of the Effective Date (which, for this purpose, shall be defined as the date on which the Court enters an Order granting Final Approval of the Settlement Agreement) or, solely in the event that there are any objections to the Settlement Agreement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the final resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.
- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Claims Administrator and settlement administration, which are anticipated to be no greater than Fifteen-Thousand Dollars (\$15,000.00);
 - (3) Up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for Plaintiff's Class Representative Service Award, in recognition of her contributions to the Lawsuit and her service to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding;
 - (4) Up to thirty-three and one-third percent (33 and 1/3%) of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Lawsuit as supported by declaration, which are currently estimated to be no greater than Twenty Six Thousand Five Hundred Dollars and Zero Cents (\$26,500.00) . In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and
 - (5) Forty Thousand Dollars (\$40,000.00) [greater than five percent of the Net Settlement Amount] will be attributed to Plaintiff's Private Attorneys General Act ("PAGA") claim (the "PAGA Payment"), 75% of which will be paid to the Labor Workforce Development Agency ("LWDA") pursuant to PAGA (the "LWDA Payment").
 - (6) Defendant will be responsible for all employer payroll taxes including those payroll taxes due on all wage portions of any Settlement Award, separately from the Gross Settlement Amount.
- D. **Work Week Estimate and Escalator Clause.** Based on its records, Defendant estimates that, as of the August 12, 2025, there are 229,000 work weeks in the Class Period. If within the Class Period the total number of work weeks of 229,000 increases by more than the 10% for the entire Class Period (i.e., greater

than 251,900) then the Gross Settlement Amount will be increased proportionately. For example, if the work weeks in the Class Period is 11% higher, the Gross Settlement Amount shall be increased by 1%.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Individual Settlement Award”) from the Settlement. Individual Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiff’s Class Representative Service Award, and the Claims Administrator’s fees and expenses for administration. The remaining amount shall be known as the “Net Settlement Amount.”
- B. From the Net Settlement Amount, the Claims Administrator will calculate each Settlement Class member’s Individual Settlement Award based on the following formula: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class member’s total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class members who worked during the Class Period.
- C. Within ten (10) calendar days following the deposit by Defendant of the Gross Settlement Amount with the Claims Administrator, the Claims Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties’ counsel for review and approval. Within seven (7) calendar days of approval by the Parties’ counsel, the Claims Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Claims Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to counsel for Defendant.
- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Eighty Percent (80%) as penalties and interest; and Twenty Percent (20%) as wages. The Claims Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Each Settlement Class member who receives a Settlement Award will be responsible for correctly characterizing the payment for tax purposes and for payment of any taxes owing on said amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

- E. Defendant shall fully discharge its obligations to those Settlement Class members who get paid, through the Settlement Administrator, Individual Settlement Awards through the mailing of a Settlement check, regardless of whether such checks are actually received and/or negotiated by Settlement Class members. Each member of the Settlement Class who receives an Individual Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to Settlement Class members whose checks were not cashed or otherwise negotiated within 180 days after mailing will be transferred to the State Controller's Office in the name of the Settlement Class member under the unclaimed Property Laws.
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Claims Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of thirty-three and one third percent (33 1/3%) of the Gross Settlement Amount, which is currently estimated to be \$400,000.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Nineteen Thousand Dollars and Zero Cents (\$19,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Award of up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to the Plaintiff for her release of her individual claims, time and risk in prosecuting this case, and her service to the Settlement Class. This award will be in addition to Plaintiff's Settlement Award as Settlement Class members and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Service Awards, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Claims Administrator.** Defendant will not object to the appointment of Apex Class Action Administration as Claims Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to Fifteen Thousand Dollars (\$15,000.00) for its services from the Gross Settlement Amount. The Claims Administrator shall be responsible for sending notices and for calculating Individual Settlement Awards and preparing all checks and mailings and other duties as described in this Settlement Agreement. The Claims Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Individual Settlement Awards have been mailed to all participating Settlement Class members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Approving the PAGA Settlement;
- B. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- C. Appointing Mark A. Ozzello and Calvin A. Marshall as Class Counsel;
- D. Appointing Plaintiff as Class Representative for the Settlement Class;
- E. Approving Apex Class Action Administration as the Settlement Administrator;
- F. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- G. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Settlement Award, drafts of which is attached hereto as Exhibit A), and directing the mailing of same; and
- H. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following Preliminary Approval, the Settlement Class shall be notified as follows:

- A. Within twenty (20) days after entry of an order preliminarily approving this Settlement, Defendant will provide the Claims Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment and the number of Workweeks worked by each Settlement Class member while employed during the Class Period (the “Class Data”) and the names, last known addresses, phone numbers, social security numbers, the dates of employment and the number of Pay Periods worked by each PAGA Settlement member while employed during the PAGA Period (the “PAGA Data”). The Class Data and PAGA Data shall be provided to the Claims Administrator in an electronic format satisfactory to the Claims Administrator.
- B. Within ten (10) business days from receipt of this information, the Claims Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet in English and Spanish to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, and address of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.
 - ii. Before the Court enters Final Approval of this Settlement, if five percent (5%) or more of the Settlement Class members timely and properly Request Exclusion from this Settlement, then Defendant has the sole and exclusive right to withdraw from and void this Settlement, and the Parties will revert to their positions prior to provisional class certification under the terms of this Settlement. If Defendant exercises this option, it must provide written notice to Class Counsel and the Settlement Administrator within ten (10) days of learning that 5% or more of the Settlement Class members timely and properly requested exclusion from the Settlement. Furthermore, if Defendant exercises its option to withdraw from and void this Settlement pursuant to this paragraph, Defendant shall be solely responsible for the payment to the Settlement Administrator of all costs of the Settlement Administrator, including any re-notice to the Class Members as ordered by the Court. Similarly, if after the Parties' best efforts, the Court does not grant Final Approval for any reason, Defendant and Plaintiff shall be jointly responsible for payment, to the Settlement Administrator, of any potential costs of the Settlement Administrator, including any re-notice to the Class Members as ordered by the Court.
- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection must: (1) contain the objecting

Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing.

- E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Individual Settlement Award, including the Settlement Class member's number of Workweeks worked during the Class Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Claims Administrator and postmarked by the Response Deadline. If there is a dispute, the Claims Administrator will consult with the Parties to determine whether an adjustment is warranted. The Claims Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement. The Claims Administrator's determination of the eligibility for and amount of any Individual Settlement Award shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Claims Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Claims Administrator shall make reasonable efforts, including utilizing a "skip trace," or other search using the name, address and/or Social Security number of the Class Member involved, to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Claims Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The Claims Administrator must continue to skip trace and re-mail the Notice Packet throughout the forty-five (45) day period. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Claims Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following Preliminary Approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting Final Approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Service Award, and settlement administration costs; and
- C. Entering Judgment pursuant to California Rule of Court 3.769.

11. **Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT: (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT

13. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. In particular, but without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendant and/or the Released Parties, and it shall not be construed as or deemed to be evidence of, or an admission or concession that any Settling Class member has suffered any damage. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement.

If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other Lawsuits, Class Counsel may disclose the names of the Parties in this Lawsuit, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel. Class Counsel may also include a general description of the Settlement on their respective websites, but may not include the name(s) of any of the Parties, or the case name or case number of the Lawsuit.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Laura Reathaford
 Lathrop GPM LLP
 2049 Century Park East, Suite 3500
 Los Angeles, California 90067
 Laura.reathaford@lathropgpm.com
 (310) 789-4600

 Michal Manoukian
 Lathrop GPM LLP
 70 South First Street
 San Jose, California 95113
 Michael.Manoukian@lathropgpm.com
 (408) 299-1375

if to Plaintiff: Mark A. Ozzello
 mark@ozzellolaw.com
 THE OZZELLO PRACTICE, PC
 26565 Agoura Road, Suite 200
 Calabasas, CA 91302

Telephone: (844) 774-2020
Facsimile: (844) 774-2020

Calvin A. Marshall, Esq.
calvin@greifingerlaw.com
LAW OFFICES OF DAVID R. GREIFINGER
14016 Bora Bora Way, No. 208
Marina del Rey, CA 90292
Telephone: (310) 437-0728
Facsimile: (831) 920-4864

16. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

17. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibit hereto shall be governed by and interpreted according to the laws of the State of California.

18. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED: January ____, 2026

Diocese of San Bernardino Education and Welfare
Corporation

By: Very Rev. Msgr. Gerard M. Lopez, STL, Vicar
General

DATED: January 16, 2026

Maria Bahna

By: ~~Maria Bahna~~ (Jan 16, 2026 11:45:58 PST)
Plaintiff and Settlement Class, including
PAGA Settlement

Telephone: (844) 774-2020
Facsimile: (844) 774-2020

Calvin A. Marshall, Esq.
calvin@greifingerlaw.com
LAW OFFICES OF DAVID R. GREIFINGER
14016 Bora Bora Way, No. 208
Marina del Rey, CA 90292
Telephone: (310) 437-0728
Facsimile: (831) 920-4864

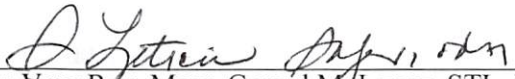
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17. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibit hereto shall be governed by and interpreted according to the laws of the State of California.

18. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED: January ____, 2026

Diocese of San Bernardino Education and Welfare
Corporation


By: Very Rev. Msgr. Gerard M. Lopez, STL, Vicar
General
Sister Leticia Salazar, OON

DATED: January 16, 2026

Maria Bahna

By: Maria Bahna (Jan 16, 2026 11:45:58 PST)
Plaintiff and Settlement Class, including
PAGA Settlement

Settlement Agreement (final for signatures)

Final Audit Report

2026-01-16

Created:	2026-01-16
By:	The Ozzello Practice PC (cmarshall@ozzellolaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcnYrXGFAVAMGMnAw7GRVXWd4PixGM7nd

"Settlement Agreement (final for signatures)" History

-  Document created by The Ozzello Practice PC (cmarshall@ozzellolaw.com)
2026-01-16 - 6:22:17 PM GMT
-  Document emailed to bahnagirl@verizon.net for signature
2026-01-16 - 6:23:05 PM GMT
-  Email viewed by bahnagirl@verizon.net
2026-01-16 - 7:35:34 PM GMT
-  Signer bahnagirl@verizon.net entered name at signing as Maria Bahna
2026-01-16 - 7:45:56 PM GMT
-  Document e-signed by Maria Bahna (bahnagirl@verizon.net)
Signature Date: 2026-01-16 - 7:45:58 PM GMT - Time Source: server
-  Agreement completed.
2026-01-16 - 7:45:58 PM GMT

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within lawsuit; my business address is 14016 Bora Bora Way, No. 208 Marina del Rey, CA 90292.

On **September 16, 2026**, I served the foregoing document described as:
**DECLARATION OF CALVIN A. MARSHALL IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, AND
EXPENSES, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENT** on the
interested parties in this action by placing [X] a true copy thereof on:

Laura Reathaford
Laura.reathaford@lathropgpm.com
LATHROP GPM LLP
2049 Century Park East
Suite 3500S
Los Angeles, California 90067-1623
Facsimile: 310.789.4601

Michael W. M. Manoukian,
michael.manoukian@lathropgpm.com
Cory J. Mickels,
cory.mickels@lathropgpm.com
LATHROP GPM LLP
70 South First Street
San Jose, CA 95113

mailing address:
P.O. Box 1469
San Jose, CA 95109-1469
Facsimile: 408.998.4790

[X] BY E-MAIL: I hereby certify that this document was served from Los Angeles County, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

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

Executed on **September 16, 2026** at Los Angeles County, California.

Calvin A. Marshall, Esq.
Type or Print Name


Signature