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MARIA BAHNA and the putative Class

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
OCT 13 2026
By Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

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. CIVSB2303381

Hon. David E. Driscoll, Dept. S22

CLASS ACTION

[~~PROPOSED~~] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: October 13, 2026
Time: 8:30 a.m.
Dept.: S22

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 13, 2026, at 8:30 a.m., in Dept. S22 of the above referenced Court, Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement ("Motion") came for hearing.

After considering the papers filed in support of the Motion, including the Notice of Motion and Motion for Final Approval of Class Action and PAGA Settlement, the January 16, 2026, Stipulation of Settlement ("Settlement Agreement"), the Declaration of Calvin A. Marshall, Esq. the Declaration of Maria Bahna, the Declaration of Tarus Dancy on behalf of Apex Class Action, LLC, and any oral argument presented at the time of hearing, and **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED as follows:**

1. For the reasons set forth in the Court's May 28, 2026, Order RE: Motion for Preliminary Approval of Class Action and PAGA Settlement, which is adopted and incorporated herein by reference, the Court finds that the requirements of Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the January 16, 2026, Stipulation of Settlement ("Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Notice of Class Action Settlement fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Notice of Class Action Settlement fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been

heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all of those factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and investigation conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair, adequate, and reasonable.

7. In finding the settlement to be fair, the Court has considered all evidence presented, including evidence regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in settlement; the extent of investigation and discovery completed; and the experience and views of counsel. The Parties have provided the Court with sufficient information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire Settlement Class and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery provided by the settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement provides Class Members with fair and adequate relief.

9. The Settlement Agreement is not an admission by Defendant or by any other released party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or any other released party. Neither this Order, the Settlement

Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the other released parties.

10. Final approval shall be with respect to:

> 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 May 28, 2026. (The "Class Period" and "Class Members").

11. Plaintiff Maria Bahna is a Class Representative and is hereby appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement Class, and that their interests are aligned with those of the Settlement Class.

12. The Court hereby awards a class representative enhancement payment of $15,000.00 to Maria Bahna, for Plaintiff's service on behalf of the Settlement Class, and for agreeing to a general release of all claims arising out of her employment with Defendant.

13. The Court finds that Mark A. Ozzello of The Ozzello Practice, PC and Calvin A. Marshall of The Law Offices of David R. Greifinger have the requisite qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position of class counsel, and hereby appoints counsel as Class Counsel.

14. The settlement of civil penalties under PAGA in the amount of $40,000.00 is hereby approved. Seventy-Five Percent (75 %), or $30,000.00, shall be paid to the California Labor and Workforce Development Agency. The remaining Twenty-Five Percent (25 %), or $10,000.00, will be distributed to alleged Aggrieved Employees based on pay periods worked during the PAGA period.

$400,000.00

15. The Court hereby awards ~~$403,199.76~~ in attorneys' fees and $26,500.00 in costs and expenses to The Ozzello Practice, PC and The Law Offices of David R. Greifinger. The Court finds that the requested award of attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created by the settlement. Counsel has also established the reasonableness of the requested award of attorneys' fees via their lodestar cross-check, and the Court finds that the rates and hours billed are within the range of reasonableness.

16. The Court approves settlement administration costs and expenses in the amount of $14,990.00 to CPT Group, Inc.

17. All Class Members were given a full and fair opportunity to participate in the Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order shall be forever binding on all Class Members who did not timely and properly opt out of the settlement. These Class Members have released and forever discharged the Defendant for any and all Released Claims.

IT IS SO ORDERED.

Dated: 10/13, 2026

Honorable David E. Driscoll
JUDGE OF THE SUPERIOR COURT