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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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11 *Attorneys for Plaintiff,*
12 *MARIA BAHNA*
13 *and the putative Class*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF SAN BERNARDINO**
16

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

Plaintiff,

20 v.

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

24 Defendants.

CASE NO. CIVSB2303381

Hon. David E. Driscoll, Dept. S22

**DECLARATION OF TARUS DANCY ON
BEHALF OF APEX CLASS ACTION, LLC, IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: October 13, 2026

Time: 8:30 a.m.

Dept: S22

1
2 I, Tarus Dancy, declare as follows:

3 1. I am a resident of the United States of America and am over the age of 18. I am a Project
4 Manager for Apex Class Action LLC (hereinafter referred to as “Apex”), the professional settlement
5 services provider that has been retained by the Parties’ Counsel and subsequently appointed by the
6 Court to serve as the Settlement Administrator for the above-captioned *Maria Bahna, et al. v Diocese of*
7 *San Bernardino Education and Welfare Corporation, et al.* matter. On behalf of both Apex and myself,
8 I possess the authority to issue this declaration. I am personally acquainted with the information
9 contained herein, and in the event of being summoned to provide testimony, I am fully capable and
10 willing to provide competent testimony regarding these facts.

11 2. Apex Class Action’s team has been directly involved with class action administration for a
12 combined 150 years and has successfully managed numerous class action cases during that time. Our team
13 comprises experienced professionals with extensive knowledge of class action settlement administration.
14 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
15 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
16 administration process are executed accurately and efficiently.

17 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
18 Court to provide notification services and claims administration pursuant to the terms of the Settlement
19 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
20 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
21 *of Class Action Settlement*, in English and Spanish (referred to as the “Notice Packet”); (b) receiving and
22 processing Requests for Exclusion; (c) resolving disputes among Settlement Class Members regarding
23 the number of workweeks recorded by Defendants during the Class Period, as stated on their
24 individualized Notice Packets; (d) calculating individual settlement award amounts; (e) processing and
25 mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and
26 applicable law; (g) preparing, issuing, and filing tax returns and other applicable tax forms; (h) managing
27 the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking
28 additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

CLASS DATA AND NOTICE PROCESS

4. On June 3, 2026, Counsel for Plaintiff provided Apex with the Court-approved content for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which the Parties' Counsel approved before mailing.

5. On June 19, 2026, Counsel for Defendants provided Apex with the Class Data list, comprising the names, last known mailing addresses, and dates worked for Defendants during the Class Period and PAGA Period for 1,628 individuals. On June 22, 2026, Counsel for Defendants provided Apex with the Social Security numbers for the Class Members. Apex reviewed and cleansed the data for duplicates, discrepancies, and any potentially missing information. Apex identified duplicate records, records with matching or similar identifying information, records reflecting employment dates outside the applicable Class and/or PAGA Periods, and records requiring confirmation of the correct employment dates. Apex provided the affected records to Defense Counsel for review and confirmation before finalizing the Class Data and corresponding Workweek and PAGA Pay Period calculations. The final Class Data included 1,585 individuals with a total of 253,846.09 Workweeks.

6. Pursuant to Section 3.D of the Settlement Agreement, Defendant estimated 229,000 Workweeks during the Class Period and provided that, if the total number of Workweeks exceeded 251,900 (a 10% increase), the Gross Settlement Amount would be increased proportionally. Based on the final Class Data, the total number of Workweeks was 253,846.09, exceeding the 10% threshold by 1,946.09 Workweeks, or approximately 0.85%. Accordingly, the escalator clause was triggered, increasing the Gross Settlement Amount by \$10,197.85. The original Gross Settlement Amount of \$1,200,000.00 was therefore increased to \$1,210,197.85.

7. In preparation for the mailing process, all 1,585 names and addresses listed in the Class Data underwent verification and updating against the National Change of Address ("NCOA") database maintained by the United States Postal Service ("USPS"). The purpose of this step was to ensure the accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice Packets. The NCOA database contains records of address changes requested and submitted to the USPS. If the NCOA database contained an updated address, that address was used to mail the Notice Packet.

1
2 However, when the NCOA database contained no updated address, the Notice Packet was mailed to the
3 original address provided by Counsel for Defendants.

4 8. On August 12, 2026, the Notice Packets were sent to all 1,585 individuals listed in the Class Data
5 via U.S. First-Class Mail. A true and correct copy of the Notice Packet is attached as **Exhibit A**.

6 **UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING**

7 9. As of the date of this Declaration, our office has received 60 returned Notice Packets as
8 undeliverable. Apex conducted a computerized skip trace on the 60 returned Notice Packets to obtain
9 updated addresses for re-mailing the Notice Packets. This skip-tracing effort resulted in obtaining 48
10 updated addresses, to which Apex promptly re-mailed the Notice Packets via U.S. First-Class Mail.

11 10. As of the date of this Declaration, 12 Notice Packets have been deemed undeliverable because
12 no updated address was identified through skip tracing.

13 **REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)**

14 11. The Response Deadline is September 28, 2026. The latest extended Response Deadline for Class
15 Members who received a re-mailed Notice Packet is October 12, 2026.

16 12. As of the date of this Declaration, Apex has received one (1) Request for Exclusion. The deadline
17 for submitting a Request for Exclusion from the Settlement is September 28, 2026.

18 13. As of the date of this Declaration, Apex has not received any objections to the Settlement. The
19 deadline for submitting a written objection to the Settlement is September 28, 2026.

20 14. As of the date of this Declaration, Apex has not received any disputes from Class Members. The
21 deadline for submitting a dispute is September 28, 2026.

22 15. As of the date of this Declaration, Apex will report 1,584 Participating Class Members,
23 constituting approximately 99.94% of the Settlement Class.

24 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

25 16. Following receipt of the one (1) Request for Exclusion, the total number of Workweeks decreased
26 to 253,754.95. This amount exceeded the 10% threshold by 1,854.95 Workweeks, or approximately
27 0.81%. The decrease in the total number of Workweeks resulted in an adjusted increase of \$9,720.26 to
28 the Gross Settlement Amount. The original Gross Settlement Amount of \$1,200,000.00 was therefore
increased to \$1,209,720.26.

1
2 17. The Net Settlement Amount available to Participating Class Members is estimated to be
3 \$710,030.50 and was calculated by subtracting the requested attorneys' fees (\$403,199.76), the amount
4 requested for litigation costs and expenses (\$26,500.00), the requested Class Representative Service
5 Award (\$15,000.00), the requested Settlement Administration Costs (\$14,990.00), and the PAGA
6 Penalties (\$40,000.00) from the Gross Settlement Amount (\$1,209,720.26).

7 18. The *highest* Individual Settlement Payment to a Participating Class Member is currently
8 estimated to be approximately \$1,071.28; the *average* Individual Settlement Payment is currently
9 estimated to be approximately \$448.25; and the *lowest* Individual Settlement Payment is currently
10 estimated to be approximately \$0.39. These amounts are subject to employee-side taxes and
11 withholdings, as applicable.

12 19. Pursuant to the Agreement, 25% of the PAGA Payment (\$10,000.00) will be allocated to
13 Aggrieved Employees regardless of whether they opt out of the Class Settlement. Aggrieved Employees
14 cannot opt out of the PAGA settlement. There are 1,226 Aggrieved Employees who worked a total of
15 71,445.63 Pay Periods during the PAGA Period.

16 20. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$15.58; the
17 *average* Individual PAGA Payment is approximately \$8.16; and the *lowest* Individual PAGA Payment
18 is approximately \$0.01.

19 **ADMINISTRATION COSTS**

20 21. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
21 and anticipated expenses, amount to \$14,990.00. Apex will proceed with additional tasks related to this
22 matter, including calculating settlement award payments, issuing and mailing settlement award checks,
23 handling necessary tax filings and reporting on these payments, and performing any other tasks mutually
24 agreed upon by the Parties or ordered by the Court for Apex to undertake.

25 I declare under penalty of perjury under the laws of the State of California and the United States
26 that the foregoing is true and correct, and that this Declaration was executed this 11th day of September
27 2026, in Irvine, California.

28 
Tarus Dancy

EXHIBIT A

Maria Bahna, et al. v Diocese of San Bernardino Education and Welfare Corporation., et al
c/o Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»

Apex ID: «Apex_ID» «Tray_PC» «
«Full_Name»
«Address_1»
«City», «State» «Zip»

Maria Bahna, et al. v Diocese of San Bernardino Education and Welfare Corporation., et al – CIVSB2303381
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN BERNARDINO
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully.

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 the date the Court enters the order granting Preliminary Approval May 28, 2026 (the “Class Period”)

On May 28, 2026, the Honorable David E. Driscoll of the San Bernardino County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.** All checks will be negotiable for 180 days—checks that are not cashed within 180 days will be paid to the California State Controller to be deposited in the Unclaimed Property Fund in the Class Members’ name.

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 8:30 a.m., on October 13, 2026, in Dept. S22 of the San Bernardino County Superior Court located at 247 West Third Street, San Bernardino, CA 92415. You are not required to attend the hearing.

Summary of the Litigation

Plaintiff MARIA BAHNA (“Plaintiff”), on her own behalf and on behalf of other current and former hourly paid employees of Defendant Diocese of San Bernardino Education and Welfare Corporation (“Defendant”), allege that Defendant violated California state labor laws including: failure to pay overtime compensation, failure to provide meal periods, failure to provide rest periods, failure to provide itemized statements and maintain accurate payroll records, failure to reimburse business expenses, failure to timely pay wages upon termination of employment, and for violations of the California Business & Professions Code §§ 17200, et seq. Plaintiff also seeks to recover civil penalties under the Private Attorneys General Act (“PAGA”) for alleged violations of the California Labor Code. After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. Following months of negotiations, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class, The Ozzello Practice, PC and The Law Offices of David R. Greifinger (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Settlement Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant have agreed to settle the case as part of a compromise with Plaintiff.

The Court has not made any determination on the merits of Plaintiff’s claims.

Summary of The Proposed Settlement Terms

Plaintiff and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$1,210,197.85. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a Class Representative Service Award of \$15,000.00 to MARIA BAHNA for her service on behalf of the class and for general release of all of her claims; (3) \$403,358.94 in attorneys’ fees and approximately \$26,500.00 in litigation costs and expenses to Class Counsel; (4) a \$40,000.00 payment to the California Labor and Workforce Development Agency (“LWDA”), Seventy Five Percent (75%) of which, or \$30,000.00, will be paid to the LWDA, and Twenty-Five Percent (25%), or \$10,000.00, of which will be allocated to alleged Aggrieved Employees based on pay periods worked during the PAGA period, and (5) reasonable Settlement Administrator’s fees and expenses currently estimated at \$14,990.00 After deducting the Class Representative Enhancement Payments, attorneys’ fees and costs, and the Settlement Administrator’s fees

Questions? Contact the Settlement Administrator toll free at 1-800-355-0700

and expenses, and after deducting the payment to the LWDA, a total of approximately \$710,348.91 (“Net Settlement Amount”) will be allocated to Class Members who do not opt out of the settlement.

Each Class Member’s settlement payment will be based on the number of Workweeks each Class Member worked during the Class Period. The formula for calculating individual settlement payments is as follows:

- (a) The Settlement Administrator will calculate the total number of Workweeks worked by each Class Member based upon their dates of employment during the Class Period and the aggregate total number of Workweeks worked by all Class Members during each Class Period.
- (b) Each Class Member’s share of the Net Settlement Amount will be calculated according to the following formula: $\text{Class Member's Workweeks} \div \text{Entire Class' aggregate Workweeks} \times \text{Net Settlement Amount}$.
- (c) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.

According to Defendant’s records, you worked during a total of «Class_Workweeks» Workweeks during the Class Period. Accordingly, your estimated payment totals approximately \$«Est_Class_PMT». If you believe the information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute. All disputes should be postmarked or faxed on or before September 28, 2026, to:

Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619
Fax Number: (949) 989-4428

If you dispute the information stated above, Defendants’ records will control unless you are able to provide documentation that establishes otherwise.

Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, the Individual Settlement Payments will be allocated as follows: twenty percent (20%) as wages for which IRS Forms W-2 will be issued, eighty percent (80%) as non-wages penalties and interest, for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”): (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 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.

Settlement Class Members’ Released Claims are released from January 25, 2019 through May 28, 2026.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature (even if you have counsel), address, and telephone number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619

The written request to be excluded must be postmarked not later than September 28, 2026. If you submit a request for exclusion which is not postmarked by September 28, 2026, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not give up any legal rights, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement.

Questions? Contact the Settlement Administrator toll free at 1-800-355-0700

Written objections must provide: (1) your full name, signature (even if you have counsel), address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for your objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at:

Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619

All written objections must be received by the administrator by not later than September 28, 2026. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for October 13, 2026, at 8:30 a.m., in the Superior Court of the State of California, for the County of San Bernardino and discuss your objection with the Court and the Parties at your own expense. You may appear at the Final Fairness Hearing in person at:

Superior Court of California, County of San Bernardino
Dept. S22
247 West Third Street
San Bernardino, CA 92415

You may instead appear at the Final Fairness Hearing virtually by obtaining current Zoom login information for Dept. S22 at the following link: <https://sanbernardino.courts.ca.gov/system/files/general/remoteppearancepostingcivilprobate.pdf>.

You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Settlement Class Members' Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

No le están demandando. Este aviso afecta a sus derechos. Por favor, léalo con atención.

Para: Todos los empleados actuales y exempleados no exentos, así como aquellos que presuntamente fueron clasificados erróneamente como empleados exentos o contratistas independientes, de DIOCESE OF SAN BERNARDINO EDUCATION AND WELFARE CORPORATION desde el 25 de enero de 2019 hasta la fecha en que el Tribunal emita la orden que otorga la aprobación preliminar el 28 de mayo de 2026 (el “Período de Clase”).

El 28 de mayo de 2026, el Honorable David E. Driscoll del Tribunal Superior del Condado de San Bernardino otorgó la aprobación preliminar a este acuerdo de demanda colectiva y ordenó a los litigantes que notificaran a todos los Miembros de la Clase sobre el acuerdo. **Usted ha recibido este aviso porque los registros de los Demandados indican que usted es un Miembro de la Clase, y por lo tanto tiene derecho a un pago del acuerdo**. Todos los cheques serán negociables durante 180 días; los cheques que no se cobren dentro de ese plazo se entregarán al Contralor del Estado de California para que los deposite en el Fondo de Propiedad No Reclamada a nombre del Miembro de la Clase.

A menos que decida no participar en el acuerdo siguiendo los procedimientos que se describen a continuación, se le considerará como un Miembro de la Clase y, si el Tribunal aprueba definitivamente el acuerdo, se le enviará por correo un cheque con la parte que le corresponde del fondo del acuerdo. La Audiencia Final de Equidad sobre la adecuación, razonabilidad y equidad del Acuerdo se llevará a cabo a las 8:30 a.m., el 13 de octubre de 2026, en la Sala S22 del Tribunal Superior del Condado de San Bernardino, ubicada en 247 West Third Street, San Bernardino, CA 92415. No es obligatorio que asista a la audiencia.

Resumen del litigio

MARIA BAHNA (“Demandante”), en su propio nombre y en nombre de otros empleados actuales y exempleados pagados por hora del Demandado Diocese of San Bernardino Education and Welfare Corporation (“Demandado”), alega que el Demandado violó las leyes laborales del estado de California, incluyendo: falta de pago de compensación por horas extras, falta de provisión de períodos de comida, falta de provisión de períodos de descanso, falta de provisión de estados de cuenta detallados y mantenimiento de registros de nómina precisos, falta de reembolso de gastos comerciales, falta de pago oportuno de salarios al término del empleo, y por violaciones del Código de Negocios y Profesiones de California §§ 17200, y sig. La Demandante también busca recuperar sanciones civiles bajo la Ley General de Abogados Privados (“PAGA”) por presuntas violaciones del Código Laboral de California. Tras el intercambio de información y pruebas pertinentes, las partes acordaron entablar negociaciones para llegar a un acuerdo y resolver informalmente las reclamaciones del caso. Tras meses de negociaciones, las partes llegaron a un acuerdo para resolver por completo las reclamaciones de la Demandante.

Los abogados de la Demandante, así como los designados por el Tribunal para representar a la clase, The Ozzello Practice, PC y The Law Offices of David R. Greifinger (“Abogados de la Clase”), han investigado y analizado los hechos y las circunstancias subyacentes a las cuestiones planteadas en el caso y la legislación aplicable. Si bien creen que las reclamaciones presentadas en esta demanda tienen fundamento, también reconocen que el riesgo y el costo de continuar con el litigio justifican un acuerdo. Con base en lo anterior, consideran que el acuerdo propuesto es justo, adecuado y razonable, y que redunda en el mejor interés de los Miembros del Acuerdo Colectivo.

El Demandado ha negado, y continúa negando, las alegaciones de hecho y de derecho que figuran en el caso, y cree que tiene defensas válidas contra las reclamaciones de la Demandante. Al conciliar, el Demandado no admite responsabilidad alguna por las alegaciones o reclamaciones de hecho en el caso, ni que el caso pueda o deba tramitarse como una demanda colectiva. Los Demandados han accedido a resolver el caso como parte de un acuerdo con la Demandante.

El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones de la Demandante.

Resumen de los términos del Acuerdo propuesto

La Demandante y los Demandados han acordado resolver las reclamaciones colectivas subyacentes a cambio de un Monto del Acuerdo Colectivo de \$1,210,197.85. Esta cantidad incluye: (1) pagos individuales de indemnización a todos los Miembros de Clase Participantes; (2) una Compensación de Servicio de Representante de la Clase de \$15,000.00 a MARIA BAHNA por su servicio en nombre de la clase y por la liberación general de todas sus reclamaciones; (3)) \$403,358.94 en honorarios de abogados y aproximadamente \$26,500.00 en costos y gastos de litigio para los Abogados de la Clase; (4) un pago de \$40,000.00 a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”), del cual el setenta y cinco por ciento (75%), o \$30,000.00, se pagará a la LWDA, y el veinticinco por ciento (25%), o \$10,000.00, se asignará a los presuntos Empleados Agraviados en función de los períodos de pago trabajados durante el período de PAGA, y (5) honorarios y gastos razonables del Administrador del Acuerdo, actualmente estimados en \$14,990.00, después de deducir los Pagos de Compensación de la Representante de la Clase, los honorarios y costos de los abogados, y los honorarios y gastos del Administrador del Acuerdo, y después de deducir el pago a la LWDA, se asignará un total aproximado de \$710,348.91 (“Monto Neto del Acuerdo”) a los Miembros de la Clase que no opten por no participar en el acuerdo.

El pago que recibirá cada Miembro de la Clase se basará en el número de Semanas laborales trabajadas durante el Período de Clase. La fórmula para calcular los pagos individuales de indemnización es la siguiente:

- El Administrador del Acuerdo calculará el número total de semanas laborales trabajadas por cada Miembro de la Clase en función de sus fechas de empleo durante el Período de Clase y del número total de Semanas laborales trabajadas por todos los Miembros de la Clase en cada Período de Clase.
- La parte que le corresponde a cada Miembro de la Clase del Monto Neto del Acuerdo se calculará según la siguiente fórmula: Semanas laborales del Miembro de la Clase ÷ Semanas laborales totales de la Clase completa × Monto Neto del Acuerdo.
- El Monto Neto del Acuerdo se distribuirá entre todos los Miembros de la Clase que no presenten Solicitudes de Exclusión válidas y presentadas a tiempo.

¿Preguntas? Comuníquese con el Administrador del Acuerdo llamando gratis al 1-800-355-0700.

Según los registros del Demandado, usted trabajó durante un total de «Class_Workweeks» Semanas laborales durante el Período de Clase. Por lo tanto, su pago estimado asciende a \$«Est_Class_PMT». Si considera que la información proporcionada anteriormente es incorrecta, póngase en contacto con el Administrador del Acuerdo para impugnar el cálculo. Debe adjuntar toda la documentación que respalde su impugnación. Todas las impugnaciones deberán enviarse por correo postal o fax con fecha en su sello postal antes o igual al 28 de septiembre de 2026 a la siguiente dirección:

Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619
Fax Number: (949) 989-4428

Si usted impugna la información expuesta anteriormente, prevalecerán los registros de los Demandados a menos que pueda aportar documentación que demuestre lo contrario.

Los Miembros de la Clase deben consultar con sus asesores fiscales sobre las consecuencias fiscales de los pagos que reciban en virtud del Acuerdo. Para los fines de este acuerdo, los Pagos Individuales del Acuerdo se asignarán de la siguiente manera: el veinte por ciento (20%) como salarios, para los cuales se emitirán Formularios W-2 del IRS; y el ochenta por ciento (80%) como sanciones e intereses no salariales, para los cuales se emitirán Formularios 1099-MISC del IRS.

Sus opciones según el Acuerdo

Opción 1 – Recibir automáticamente un Pago del Acuerdo.

Si desea recibir el pago correspondiente al acuerdo, no es necesario que realice ninguna gestión adicional. Usted recibirá automáticamente el pago de su indemnización por parte del Administrador del Acuerdo una vez que el Tribunal lo apruebe definitivamente.

Si elige **la Opción 1** y el Tribunal aprueba definitivamente el acuerdo, se le enviará por correo un cheque con la parte de los fondos del acuerdo que le corresponde. Además, se considerará que usted ha liberado o renunciado a las siguientes reclamaciones (“Reclamaciones Liberadas”): (a) falta de pago de todos los salarios adeudados, incluyendo horas extras y pago de primas, en violación de los artículos 200-210, 510, 558, 558.1, 1185, 1194, 1194.2, 1197, 1197.5, 1198, 1199 y 98.6 del Código Laboral y cualquier Orden Salarial de California; (b) falta de provisión de períodos de comida, o pago de prima por períodos de comida que no cumplen con las normas en violación de los artículos 226.7, 512, 1198 del Código Laboral y la Orden Salarial CBI aplicable; (c) no autorizar ni permitir períodos de descanso, o pago de prima por períodos de descanso que no cumplan con lo estipulado, en violación de los artículos 226.7, 512 y 1198 del Código Laboral y la Orden Salarial de la CBI aplicable; (d) no proporcionar estados de cuenta salariales detallados y precisos en violación de los artículos 226, 226.3 y 226.6 del Código Laboral; (e) no reembolsar los gastos comerciales en violación de los artículos 2800 y 2802 del Código Laboral; (f) sanciones de conformidad con los artículos 2698 y siguientes del Código Laboral, en relación con las violaciones de lo anterior e incluyendo, pero no limitándose a, presuntas violaciones de los artículos 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 del Código Laboral y todas las Órdenes Salariales aplicables; junto con reclamaciones por incumplimiento de los requisitos de los artículos 432.5 y 432.7 del Código Laboral, incumplimiento de los requisitos de notificación del artículo 2810.5 del Código Laboral, honorarios de abogados según los artículos 218.5 y 218.6 del Código Laboral; y (g) todas las reclamaciones por prácticas comerciales desleales que podrían haberse basado en los hechos, reclamaciones, causas de acción o teorías legales descritas anteriormente.

Las Reclamaciones Liberadas de los Miembros del Acuerdo Colectivo quedan liberadas desde el 25 de enero de 2019 hasta el 28 de mayo de 2026.

Opción 2 – Excluirse del Acuerdo

Si no desea participar en el Acuerdo, puede excluirse de la participación presentando una solicitud por escrito al Administrador del Acuerdo, indicando de forma expresa y clara que ha recibido este Aviso de Acuerdo de Demanda Colectiva, que ha decidido no participar y que desea excluirse del mismo. La solicitud escrita de exclusión debe incluir su nombre, firma (incluso si cuenta con un abogado), dirección y número de teléfono. Firme, feche y envíe la solicitud por correo postal de primera clase de EE. UU. o un servicio similar, a la dirección que figura a continuación.

Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619

La solicitud escrita para ser excluido deberá tener sello postal con fecha no posterior al 28 de septiembre de 2026. Si presenta una solicitud de exclusión que no tenga sello postal del 28 de septiembre de 2026, su solicitud de exclusión será rechazada y usted será incluido en el acuerdo colectivo.

Si elige **la Opción 2**, ya no será un Miembro de la Clase y (1) se le prohibirá participar en el acuerdo, pero no renunciará a ningún derecho legal, (2) se le prohibirá presentar una objeción al acuerdo y (3) no recibirá ningún pago del acuerdo.

Opción 3 – Oponerse al Acuerdo

Si decide oponerse por considerarlo injusto o irrazonable, puede presentar una objeción por escrito indicando los motivos de su objeción, o bien comparecer en la Audiencia Final de Equidad para oponerse al Acuerdo.

Las objeciones por escrito deben proporcionar: (1) su nombre completo, firma (incluso si tiene un abogado), dirección y número de teléfono, (2) una declaración escrita de todos los fundamentos de la objeción acompañada de cualquier apoyo legal para su objeción; (3) copias de cualquier documento, escrito u otro documento en el que se base la objeción; y (4) una declaración sobre si tiene la intención de comparecer en la Audiencia de Equidad. La objeción debe enviarse por correo al Administrador a la siguiente dirección:

Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619

¿Preguntas? Comuníquese con el Administrador del Acuerdo llamando gratis al 1-800-355-0700.

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

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

5 On **September 16, 2026**, I served the foregoing document described as:
6 **DECLARATION OF TARUS DANCY ON BEHALF OF APEX CLASS ACTION, LLC,**
7 **IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA**
SETTLEMENT on the interested parties in this action by placing [X] a true copy thereof on:

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

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

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

19 [X] BY E-MAIL: I hereby certify that this document was served from Los Angeles
20 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.

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

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

24 Calvin A. Marshall, Esq.
25 Type or Print Name

26 
27 Signature