

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

DAVID RUSSELL, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

DIGNITY HEALTH, a California
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: CIVDS 2021522

*[Assigned to Hon. Joseph B. Widman, Dept S36,
for all purposes]*

**DECLARATION OF BRIAN J. MANKIN
ESQ., IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing

Date: May 13, 2026

Time: 8:30 a.m.

Dept.: S36

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment department within my firm where I am also a Partner. I represent Plaintiff in this action and I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

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1 **COUNSEL’S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since 2001.
3 I am admitted to practice in the United States District Courts for the Central and Southern
4 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
5 courts in California.

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 nearly 25 years in practice. Over the last 18 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled well over 300 class action and
10 representative action wage/hour cases, and have been appointed by the court as class counsel and
11 have received final court approval and judgment in close to half of those actions to date, and
12 anticipate receiving final approval in many more of those in the future.

13 4. As part of these settlements and judgments, I have recovered in excess of \$300
14 million in damages for my clients and the class members (who often work as nurses, ambulance
15 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
16 countless other trades). At one point, my team and I held the record for the largest known
17 PAGA-only case in California’s history - a \$12.5 million-dollar court approved settlement,
18 which followed extensive litigation, summary adjudication and writs to the CA Supreme Court
19 against a Fortune 50 company (*Garcia v. Macy’s*, San Bernardino Superior Court).

20 5. I have tried two class and PAGA cases against Fortune 100 companies. I was
21 lead counsel in a PAGA case that my firm tried to the bench in the Orange County Superior
22 Court and received a \$425,000 judgment. I was co-counsel in a class action case against
23 Walmart that was tried to the jury in District Court for the Central District, wherein the jury
24 awarded Plaintiffs over \$6 million. Following the successful outcome in trial, both cases were
25 appealed.

26 6. I was named by the LA Times as one “Southern California Leading Lawyers” in
27 the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17
28 employment/labor law attorneys in 2023). Additionally, over the last 7 consecutive years, I have

1 been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that only
2 5% of lawyers receive.

3 **BRIEF SUMMARY OF THE SETTLEMENT**

4 7. Following mediation and arms-length negotiations, Plaintiff and Defendant (the
5 “Parties”) eventually entered into a Class Action and PAGA Settlement Agreement resolving the
6 wage and hour claims of the putative class (the “Settlement Agreement” or “S.A.”), a true and
7 correct copy of which is attached hereto as **Exhibit A**.

8 8. The Settlement Agreement seeks to release and discharge Defendant from the
9 claims brought against it in exchange for Defendant’s agreement to pay \$475,000 on a non-
10 reversionary, non-claims made basis (each Class Member will receive his/her share of the Net
11 Settlement Amount without having to submit a claim form or take any action, except for those
12 who opt-out).

13 9. Plaintiff seeks to represent a class defined as follows: All former employees of
14 Defendant in California who, at any time during the Class Period, (a) received shift differential
15 pay during the last week worked, (b) were owed vested vacation upon separation from
16 employment, (c) were paid vested vacation at the time of separation at a rate that did not include
17 shift differential pay paid in their last week of employment, and (d) at the time of their separation
18 from employment, worked under a policy or collective bargaining agreement or both that either:
19 (1) stated that shift differentials should be included in vested vacation calculations, or (2) was
20 silent as to whether shift differentials had to be or were supposed to be included in vested
21 vacation calculations.

22 10. Under the terms of the Settlement Agreement, Defendant will not oppose
23 Plaintiff’s Counsel’s application for litigation expenses not to exceed \$25,000, actual attorneys’
24 fees not to exceed \$200,000, Settlement Administrator Costs of \$15,950, PAGA penalties of
25 \$30,000 (with 75% to the LWDA and 25% to the Aggrieved Employees on a pro rata basis), and
26 a Service Payment of \$10,000 to Plaintiff. After subtracting these deductions from the Settlement
27 Amount, approximately \$194,050 will be available to pay Individual Class Payments to
28 approximately 2,800 Class Members, as follows:

<i>Settlement Amount</i>	\$ 475,000.00
Attorneys' Fees	\$ 200,000.00
Litigation Costs (not to exceed)	\$ 25,000.00
Administrator Costs	\$ 15,950.00
PAGA Penalties	\$ 30,000.00
Class Representative Service Award	\$ 10,000.00
<i>Net Settlement Amount</i>	\$ 194,050.00

11. The estimated payment to each Class Member will be approximately \$69.30 (\$194,050 / 2,800), which is a good recovery since the claims are limited to a single claim: the fractional underpayment of vested vacation in instances where Class Members received shift differential pay in their last week worked (and that was not incorporated into the calculation and payment for vested vacation upon termination). In addition, the Aggrieved Employees will receive an equal share of the \$7,500 PAGA Penalties (25% of the \$30,000 allocation).

12. Each Class Member will receive the Class Notice, a true and correct copy of which is attached as **Exhibit B**, explaining the nature of the case, and the process for participating, objecting and opting-out, and advising of his/her estimated settlement payment.

PROCEDURAL BACKGROUND

13. My office has performed considerable work and diligently investigated and prosecuted this case to a successful conclusion. Our work has resulted in the creation of a significant settlement fund for the benefit of the Class. We efficiently communicated and exchanged information informally with Defense counsel which enabled the parties to successfully settle the case. Because of the risks involved in litigating the case and the contested legal and factual issues, my office believes this settlement to be fair, reasonable, and adequate.

14. After being retained by Plaintiff, we submitted a letter to the Labor and Workforce Development Agency ("LWDA") for civil penalties under the Private Attorneys General Act of 2004 ("PAGA"), and sent a letter to Defendant requesting the production of personnel and timekeeping records to further evaluate his wage and hour claims. The LWDA ultimately declined to assert jurisdiction over the PAGA, thereby giving Plaintiff the right to bring PAGA claims. A true and correct copy of Plaintiff's LWDA Notice Letter is attached hereto as **Exhibit C**.

1 15. On October 2, 2020, Plaintiff commenced this action by filing his initial
2 complaint against Defendant on a putative class action basis, alleging the following causes of
3 action: (1) Failure to Pay Vested Vacation, (2) Failure to Timely Pay Final Wages, and (3)
4 Unfair and Unlawful Competition. Plaintiff then filed a first amended complaint on December
5 23, 2020, adding claims under PAGA.

6 16. During the early stages of this action, Defendant filed a Motion to Stay based on
7 the argument that “there are other proposed class actions, involving the same claims and parties,
8 currently pending against Defendant.” However, in opposition, Plaintiff pointed out that none of
9 the other earlier-filed cases had a vacation pay claim under Labor Code § 227.3. Ultimately, the
10 Court denied the Motion to Stay.

11 17. Defendant then filed a demurrer based on alleged preemption under Section 301
12 of the Labor Management Relations Act (“LMRA”). But Plaintiff opposed the demurrer and,
13 after oral argument, the Court overruled the demurrer, noting that Plaintiff’s claims are “not
14 preempted by the LMRA” since “[t]here is no disputed CBA term here needing interpretation
15 because the CBA is silent on the issue of how vacation pay is calculated” – and, “in light of the
16 silence there is nothing to ‘interpret.’”

17 18. After Defendant filed its Answer to the FAC, the Parties began a years-long
18 discovery dispute. As this was ongoing, the Parties discussed the impact of another case litigated
19 by Plaintiff’s counsel. In December 2021, the Ninth Circuit granted review to decide the
20 meaning of “final rate” in Section 227.3 of the California Labor Code in the similar case of *Mills*
21 *v. Target Corporation* that Plaintiff’s counsel litigated. Thus, because that pending decision
22 from the Ninth Circuit would influence how this action proceeded, the Parties stipulated to stay
23 all deadlines until the Ninth’s decision in *Mills*.

24 19. On March 6, 2023, the Ninth Circuit issued its decision in *Mills*, holding that
25 Labor Code § 227.3 requires that vested vacation be paid at the final wage rate, including any
26 shift differentials paid to the employee. *Mills v. Target Corp.* (9th Cir. 2023) 2023 U.S. App.
27 LEXIS 5273 at *5 (“final rate” means the “final rate of wage pay” and must include “base pay
28 and the pay differentials [] received”). Thereafter, the stay on this action was lifted and the

1 Parties resumed the ongoing discovery disputes.

2 20. Ultimately, the Parties agreed to attend private mediation. Prior to the mediation,
3 Plaintiff obtained, through both formal and informal discovery, documents and information,
4 including but not limited to Defendant's written policies and practices, information relating to
5 the size of the Class and number of Aggrieved Employees, and the nature of the claim for
6 underpaid vested vacation wages. Additionally, during this process, Plaintiff and his counsel
7 analyzed, researched, and investigated the potential issues, including matters related to the
8 calculation of damages, trial, and appellate issues and risks.

9 21. On September 30, 2025, Plaintiff and Defendant participated in mediation before
10 Tripper Ortman, Esq. a well-respected employment mediator. At the conclusion of mediation,
11 the Parties reached this settlement and now seek the Court's preliminary approval of the
12 Settlement.

13 **SUMMARY OF THE CLAIMS AND DEFENSES**

14 22. Unlike most wage-and-hour class actions that broadly plead a variety of claims,
15 Plaintiff's claims here focus on only one allegedly violative practice: Defendant's state-wide
16 failure to include shift differentials in the calculation for vested vacation owed to departing
17 employees. On this point, Plaintiff and the Class Members frequently received base hourly pay
18 plus shift differentials. Yet, when the Class Members separated from employment, it is
19 indisputable that Defendant only paid vested vacation at the base rate of pay. Plaintiff alleged
20 that this violated California law, especially given the recent Ninth Circuit ruling in *Mills*.
21 However, Defendant raised various defenses to this claim on the merits and as to the propriety of
22 class certification covering such a broad range of employees.

23 23. Despite the disputed nature of the claims, the Parties concluded that further
24 litigation of the Action would be protracted and expensive, and that it is desirable that the Action
25 be fully and finally settled to limit further risk, expense, and protracted litigation.

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1 **THE WAGE AND HOUR CLAIMS, CLASS COUNSEL’S INVESTIGATION, AND**
2 **EVALUATION OF THE SETTLEMENT**

3 24. The putative Class in this case consists of approximately 2,800 similarly situated
4 employees that fall within the following class definition: All former employees of Defendant in
5 California who, at any time during the Class Period, (a) received shift differential pay during the
6 last week worked, (b) were owed vested vacation upon separation from employment, (c) were
7 paid vested vacation at the time of separation at a rate that did not include shift differential pay
8 paid in their last week of employment, and (d) at the time of their separation from employment,
9 worked under a policy or collective bargaining agreement or both that either: (1) stated that shift
10 differentials should be included in vested vacation calculations, or (2) was silent as to whether
11 shift differentials had to be or were supposed to be included in vested vacation calculations..

12 25. In preparation for mediation, Peter Carlson, a senior associate within my firm, and
13 I formulated a damages model and risk analysis based upon detailed data obtained through
14 formal and informal discovery and other information exchanges. This damage model
15 incorporated the risks that we potentially faced, giving significant credit to the defenses that
16 Defendant raised or would likely raise in further proceedings.

17 26. Based upon data obtained through formal and informal discovery, we estimated
18 that there were 2,500 Class Members subjected to the alleged violation for underpaid vested
19 vacation upon separation of employment. From this figure, and by applying violations rates
20 derived from analysis of extensive documents and data from Defendant, we created damage
21 models estimating the maximum possible class damages and penalties. However, this maximum
22 failed to incorporate or acknowledge many risks at class certification and on the merits, defenses,
23 and other issues (such as violation rates and evidentiary burdens of proof). Thus, when applying
24 risks at class certification and on the merits, and when considering other factors (such as
25 evidentiary burdens of proof), Plaintiff calculated the risk-adjusted award at trial for the unpaid
26 vested vacation wages claim to be approximately \$175,000. The larger potential value came
27 from the claim for waiting time penalties, which had a potential value substantially higher if we
28 proved that each Class Member was entitled to 30 days of waiting time penalties; however,

1 Defendant argued that Plaintiff could not recover waiting time in light of the *Mills v. Target*
2 decision, which held that waiting time penalties are not available when a failure to pay wages is
3 based on a “misunderstanding of the law” where “the law on this issue has been uncertain [and]
4 multiple courts have reached opposing conclusions.” *Mills*, 2023 U.S.App.LEXIS 5273 at *5-6.

5 **THE SETTLEMENT IS FAIR, JUST, AND REASONABLE**

6 27. The settlement was the product of extensive arm’s length negotiations, facilitated
7 by an experienced mediator. Though cordial and professional, the settlement negotiations were
8 adversarial and non-collusive in nature. The settlement reached is the product of substantial
9 effort by the parties and their counsel. Although we believed that there was a possibility of
10 certifying the claims, we recognized the potential risk, expense, and complexity posed by
11 litigation, such as unfavorable decisions on class certification, summary judgment, at trial and/or
12 on the damages awarded, and/or on an appeal that can take several more years to litigate.

13 28. The settlement will result in a fair payment to each class member. Plaintiff and
14 my firm have diligently investigated the claims and defenses on behalf of the Class Members and
15 worked to achieve a resolution of the claims to maximize the recovery by avoiding further
16 expenditure of attorneys’ fees and costs. After evaluating the significant risks attendant with
17 further litigation described above and weighing them against the benefits of a known
18 compromise and settlement as set forth in the Settlement Agreement, settlement on the terms
19 agreed to is believed to be in the best interest of Plaintiff and the Class, and is a fair and
20 reasonable resolution of the claims alleged.

21 29. My firm brought to bear a great deal of experience in negotiating the settlement of
22 this case. We prevailed at appeal in the similar *Mills* case, and here we engaged in the necessary
23 discovery and investigation, making it possible to exercise informed judgment throughout the
24 settlement process, including significant document review (*e.g.*, documents pertaining to
25 Defendant’s policies and procedures, personnel documents, among others), and conducted an
26 extensive analysis of the detailed class-wide data provided by Defendant.

27 30. Based on my experience in other cases, including wage and hour matters, I
28 believe I am qualified to evaluate the class claims and viability of defenses in this class action.

1 In this case, the recovery for each class member is reasonable, fair, and adequate, and this
2 settlement is in the best interests of the class. The settlement provides each class member with
3 compensation for the alleged violations when viewed in relation to the costs and risks inherent in
4 obtaining class certification and proceeding to trial.

5 31. My firm, as well as defense counsel, fully endorse the terms and conditions of the
6 settlement as set forth in the abovementioned Settlement Agreement.

7 32. Of course, the settlement amount represents a compromise figure, taking into
8 account the various risks surrounding class certification and the merits of Defendant's asserted
9 defense. Nevertheless, the settlement provides for fair and adequate payments to the class
10 members, with no reversion to Defendant.

11 **PLAINTIFF'S REQUESTED ENHANCEMENT PAYMENT**

12 33. Plaintiff seeks an enhancement payment of \$10,000 for his service to the Class.
13 Plaintiff came forward and brought this case in an effort to effectuate a policy and practice
14 change that benefitted all other Class Members (and to recover unpaid wages and other
15 damages). He ultimately succeeded despite significant risk.

16 34. Plaintiff provided invaluable assistance to my office and the Class in this case,
17 including providing factual background; reviewing the litigation documents; providing
18 information and documents about Defendant's policies and practices; participating in phone calls
19 to discuss litigation and settlement strategy; making himself available throughout the litigation to
20 assist with analyzing the claims and defenses; helping Class Counsel prepare for the mediation;
21 making himself available for a full-day mediation, and reviewing the settlement documents.
22 Plaintiff agreed to participate in this case with no guarantee of personal benefit.

23 35. The Class Representative also assumed significant risk in bringing this litigation –
24 namely, had he lost, he would have been ordered to pay Defendant's costs. He also released all
25 claims against Defendant, whereas the Class Members are only releasing the claims alleged.

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1 **ADEQUACY OF COUNSEL AND THE PROVISIONAL REASONABLENESS OF THE**
2 **REQUESTED FEES AND COSTS**

3 36. As set forth above, I have handled over 300 class and representative actions, have
4 been appointed as class counsel and have successfully resolved over half of those cases, and
5 many others remain pending and will successfully resolve in the future.

6 37. When this case was taken on a contingency fee basis, with my firm agreeing to
7 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
8 course of this litigation, my firm paid all costs including filing fees, court costs, research fees,
9 and mediation costs. There was never a guarantee that we would recoup those expenditures.

10 38. Under the terms of the Settlement Agreement, my office is seeking
11 reimbursement of up to \$25,000 in litigation costs, along with attorneys' fees of \$200,000 on a
12 lodestar basis pursuant to Labor Code §§ 218.5 and 2699 and Code of Civil Procedure § 1021.5.
13 At the final approval stage, Plaintiff's counsel will submit comprehensive briefing supporting the
14 request for costs and for attorneys' fees on a lodestar basis.

15 39. While many class action cases seek a percentage of the common fund, that would
16 not be appropriate here due to the value of the alleged unpaid fractional amounts of vested
17 vacation wages in comparison to the substantial time involved to litigate two cases of first
18 impression (this case and the *Mills v. Target* case) against very large corporations. As will be
19 detailed at the final approval stage, the request for actual attorneys' fees, capped at \$200,000, is
20 lower than my firm's actual lodestar incurred litigating this case for 5.5 years, including
21 substantial discovery disputes and motion practice on nuanced issues such as LMRA preemption
22 and other topics. Similarly, in *Mills v. Target*, we recovered the full value of the vested vacation
23 wages for the Class Members and, on top of that, the Court awarded our lodestar, rather than a
24 percentage of the recovery.

25 40. Indeed, in a typical common fund settlement, the Parties negotiate based on the
26 estimated value of the class claims, and if a settlement is reached, several deductions are made
27 from the class settlement, including fees, costs, admin costs, service awards, PAGA Penalties,
28 etc. In this case, my firm negotiated to achieve a Net Settlement Amount higher than the

1 estimated underpaid vested vacation wages, to ensure a more-than-fair recovery for the class, and
2 further negotiated to have a set amount of attorneys' fees recoverable from the Settlement. This
3 results in a Settlement that is likely better than the best-case result that could have been achieved
4 for the Class at trial (and of course, it saves all parties and the court an enormous amount of time,
5 expense and inconvenience).

6 41. Although the value of the individual payments to each Class Member is not
7 substantial (because it merely reflects the additional shift differential pay that was not included in
8 the vacation payout), the payment of these amounts is essential because California zealously
9 protects wages, even small amounts, since the California Labor Code is "indeed concerned with
10 'small things.'" *Troester v. Starbucks Corp.*, 5 Cal. 5th 829, 844 (2018); *see also Armenta v.*
11 *Osmose, Inc.*, 135 Cal.App.4th 314, 324 (2005) (California has a "strong public policy in favor
12 of full payment of wages for all hours worked").

13 42. My firm could have elected to proceed to trial to recover full value for the Class
14 Members, and then file its post-trial motion for attorneys' fees and costs. However, the Parties
15 agreed that it made far more sense to conserve the Parties and Court's valuable resources to
16 negotiate a settlement that will fund the Class Members for their underpaid vested vacation
17 wages, and fund my firm for their actual attorneys' fees worked on this case (up to \$200,000,
18 which is less than the actual lodestar).

19 43. Thus, a fee award based on the actual attorneys' fees incurred is appropriate for
20 the following reasons: (1) Class Counsel obtained a valuable recovery for the Class and all
21 employees throughout California after diligently and aggressively litigating the claims, (2) Class
22 Counsel displayed considerable skill (commensurate with their extensive class action wage-and-
23 hour experience) in reaching a favorable settlement given the complex and nuanced issues in the
24 litigation, (3) Class Counsel faced substantial risk in this matter because of the myriad defenses
25 raised, (4) the risk and financial burden borne by Class Counsel in litigating this contingency-fee
26 action, and (5) the fact that Class Counsel is seeking its actual attorneys' fees without requesting
27 any multiplier, and this request is based on reasonable rates that are directly in line with the
28 prevailing community for similar work and identical to the rates awarded to Class Counsel in

1 similar cases.

2 **SETTLEMENT ADMINISTRATOR**

3 44. The parties request that the Court appoint ILYM Group to serve as the Settlement
4 Administrator. ILYM Group is experienced in administering class action settlements, and has
5 provided a proposal to administer this settlement for a total of \$15,950, which is attached hereto
6 as **Exhibit D**.

7 **SUBMISSION TO THE LWDA**

8 45. Plaintiff has concurrently submitted the settlement and all moving papers to the
9 LWDA in accordance with Labor Code § 2699(1)(2). The proof of submission is attached hereto
10 as **Exhibit E**.

11 **EXHIBITS AND CONCLUSION**

12 46. A true and correct copy of the Settlement Agreement is attached as **Exhibit A**,

13 47. The proposed Class Notice is attached as **Exhibit B**.

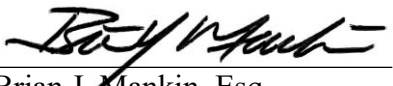
14 48. A true and correct copy of the notice letter we submitted on behalf of Plaintiff to
15 the LWDA is attached as **Exhibit C**.

16 49. ILYM's proposal to administer the Settlement is attached hereto as **Exhibit D**.

17 50. The LWDA's confirmation of receipt of this Motion and Declarations is attached
18 hereto as **Exhibit E**.

19 51. For the foregoing reasons, it is respectfully requested that the Court grant
20 preliminary approval of the settlement as being fair, reasonable, and in the best interests of the
21 class, as well as preliminarily approve the requested attorneys' fees, costs, and enhancement
22 payment to the Class Representative.

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct. Executed on May 1, 2026, at Riverside, California.

25
26 By: 

27 Brian J. Mankin, Esq.
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EXHIBIT “A”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

David Russell v. Dignity Health

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between David Russell (“Plaintiff”) and Dignity Health (“Defendant”). Plaintiff and Defendant shall collectively be referred to as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” refers to Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Russell v. Dignity Health*, which was initiated on October 2, 2020, and pending in Superior Court of the State of California, County of San Bernardino, Case No. CIVDS2021522, which shall be filed via Stipulation.

1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Agreement” or “Settlement Agreement” shall mean this Class Action and PAGA Settlement Agreement, including the Class Notice.

1.5. “Aggrieved Employee” means all former employees of Defendant in California who, at any time during the PAGA Period, (a) received shift differential pay during the last week worked, (b) were owed vested vacation owed upon separation from employment, (c) were paid vested vacation at the time of separation at a rate that did not include shift differential pay, and (d) worked under a policy or collective bargaining agreement or both that either: (1) stated that shift differentials should be included in vested vacation calculations, or (2) was silent as to whether shift differentials had to be or were supposed to be included in vested vacation calculations. Aggrieved Employees may not exclude themselves from receipt of the PAGA Payment.

1.6. “Class” consists of all former employees of Defendant in California who, at any time during the Class Period, (a) received shift differential pay during the last week worked, (b) were owed vested vacation upon separation from employment, (c) were paid vested vacation at the time of separation at a rate that did not include shift differential pay paid in their last week of employment, and (d) at the time of their separation from employment, worked under a policy or collective bargaining agreement or both that either: (1) stated that shift differentials should be included in vested vacation calculations, or (2) was silent as to whether shift differentials had to be or were supposed to be included in vested vacation calculations.

1.7. “Class Counsel” means Brian Mankin and Peter Carlson of Lauby, Mankin & Lauby LLP.

1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.9. “Class Data” means a complete list that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator on one spreadsheet which shall include the

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

David Russell v. Dignity Health

Class Member's name, last-known mailing address, and Social Security number.

1.10. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.11. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.12. "Class Notice" means the court-approved notice of class action settlement to be mailed to Class Members in English only in the form attached as Exhibit A and incorporated by reference into this Agreement.

1.13. "Class Period" means the period from October 2, 2016 through March 1, 2026.

1.14. "Class Representative" means the named Plaintiff (David Russell) in the operative Complaint in the Action seeking Court approval to serve as the Class Representative.

1.15. "Class Representative Service Payment" means the payment to the Class Representative (David Russell) for initiating the Action and providing services in support of the Action.

1.16. "Complaint" collectively refers to all of the complaints filed in Case No. CIVDS2021522, including the operative Second Amended Complaint.

1.17. "Court" means the Superior Court of California, County of San Bernardino.

1.18. "Defendant" means Dignity Health.

1.19. "Defense Counsel" means Sheppard, Mullin, Richter & Hampton LLP.

1.20. "Effective Date" means the date on which the Final Award becomes final. For purposes of this Section, the Final Award "becomes final" only after the Court grants the Motion for Final Approval enters Judgment and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the seventieth (70th) day following Notice of Entry of the Court's Order and/or Judgment; (ii) the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment.

1.21. "Employee Paid Taxes" means taxes paid by an individual employee, including Federal Insurance Contributions Act, federal income tax, state disability insurance, state income tax payments.

1.22. "Employer Paid Taxes" means taxes paid by the employer, including Federal Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance, and Employee Training Tax payments.

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

David Russell v. Dignity Health

- 1.23. “Exclusion List” means the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion.
- 1.24. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.25. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.26. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.27. “Gross Settlement Amount” or “GSA” means \$475,000, which is the total amount Defendant agrees to pay under the Settlement, except Defendant shall separately pay the employer’s share of payroll tax obligations in addition to the GSA. The Gross Settlement Amount will be used to pay Individual Class Payments (including all Employee Paid Taxes), Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator’s Expenses.
- 1.28. “Individual Class Payment” means the Participating Class Member’s share of the Net Settlement Amount, which shall be divided and distributed to Participating Class Members in equal shares.
- 1.29. “Individual PAGA Payment” means the Aggrieved Employee’s share of 25% of the PAGA Payment, which shall be divided and distributed to Aggrieved Employees in equal shares.
- 1.30. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.31. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.32. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.33. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.34. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. A Non-Participating Class Member shall receive their share of the PAGA Payment.
- 1.35. “Objection to Settlement” a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, address, telephone number, last four digits of the employees social security number or employee ID number and (b) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

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1.36. “PAGA Period” means the period from October 2, 2019 through March 1, 2026.

1.37. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.38. “PAGA Notice” means Plaintiff’s October 2, 2020, letter to Defendant and the LWDA purporting to provide notice pursuant to Labor Code section 2699.3, subd.(a).

1.39. “PAGA Payment” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$30,000), allocated 25% to the Aggrieved Employees (\$7,500) and 75% to LWDA (\$22,500) in settlement of PAGA claims.

1.40. “Participating Class Member” means all Class Members except for those who opt-out by submitting a timely valid Request for Exclusion.

1.41. “Plaintiff” means David Russell, the named plaintiff in the Action.

1.42. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.43. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.44. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.

1.45. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.

1.46. “Released Parties” means: Defendant, CommonSpirit Health, Dignity Community Care, Dignity Health Medical Foundation, Dignity Health Home Health & Hospice, and Dignity Health Connected Living and each of their past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing firms (whether direct or indirect), temporary staffing agencies (whether direct or indirect), dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under, by, through or in concert with any of them.

1.47. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the settlement of the class claims. The request for exclusion should contain (a) the Class Member’s name, address, telephone number, and the last four digits of the Class Member’s Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: “I wish to

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exclude myself from the settlement with Defendant Dignity Health. I understand that by excluding myself, I will not receive money from the settlement of my individual claims.” To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The request for exclusion shall not be effective as to the release of claims arising under the Private Attorneys’ General Act.

1.48. “Response Deadline” means 30 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.49. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.50. “Weekly Report” refers to the report that the Administrator must email to Defense Counsel and Class Counsel on a weekly basis that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and checks mailed for Individual Class Payments and Individual PAGA Payments. The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all objections received.

2. RECITALS.

2.1. On October 2, 2020, Plaintiff commenced this Action by filing his initial complaint against Defendant on a putative class action basis, alleging the following causes of action: (1) Failure to Pay Vested Vacation, (2) Failure to Timely Pay Final Wages, and (3) Unfair and Unlawful Competition. Plaintiff then filed a first amended complaint on December 23, 2020, adding claims under PAGA. Plaintiff will soon, via stipulation, file the to-be-operative Second Amended Complaint, alleging causes of action for: (1) failure to pay vested vacation, (2) failure to timely pay final wages, (3) unfair and unlawful competition, (4) PAGA assessment for failure to pay vested vacation, and (5) PAGA assessment for failure to timely pay final wages.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff alleges that he gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On September 30, 2025, the Parties participated in an all-day mediation presided over by Tripper Ortman. At the conclusion of mediation, the Parties reached a settlement that will, after finalization and Court approval, resolve the pending class action and representative PAGA claims pled in this Action.

2.4. Prior to the mediation and negotiating the Settlement, Plaintiff obtained, through both formal and informal discovery, documents and information, including but not limited to Defendant’s written policies and practices, information relating to the size of the Class and number of Aggrieved Employees, and the nature of the claim for underpaid vested vacation wages. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

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2.5. The Court has not granted class certification.

2.6. Pursuant to Labor Code section 2699.3(s), shall submit the proposed settlement to the LWDA.

2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendant agrees to pay \$475,000 as the Gross Settlement Amount and to separately pay to the Administrator any and all Employer Paid Taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff's request for the Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment on a date set by the Court at the Preliminary Approval Hearing and no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment of less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. A reduction by the Court of the Class Representative Service Payment shall not be grounds to nullify this Agreement. The Administrator will pay the Class Representative Service Payment and issue IRS Form 1099. Plaintiff assumes full responsibility and liability for Employee Paid Taxes owed on the Class Representative Service Payment. The Class Representative Service Payment will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement, and is conditioned on the execution by Plaintiff of a stand-alone settlement agreement and general release of all claims.

3.2.2. To Class Counsel: A Class Counsel Fees Payment not to exceed \$200,000 based on the lodestar methodology, plus up to \$25,000 in litigation costs, subject to Court approval. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment on a date set by the Court at the Preliminary Approval Hearing and no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay

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the Class Counsel Fees Payment and Class Counsel Expenses Payment issuing one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. A reduction by the Court of either the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment(s) shall not be grounds to nullify this Agreement.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$15,950 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$15,950, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by dividing and distributing the Net Settlement Amount in equal shares to the Participating Class Members. The entire Net Settlement Amount will be disbursed to all Participating Class Members.

3.2.4.1. Tax Allocation of Individual Class Payments. Portions of the Individual Class Payment paid to the Participating Class Members will be allocated as twenty percent (20%) to wage claims (the “Wage Portion”) and the remaining eighty percent (80%) will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments, except that if the Non-Participating Class Member is an Aggrieved Employee, they shall nonetheless receive their Individual PAGA Payment. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Payment in the amount of \$30,000 to be paid from the Gross Settlement Amount, with 75% (\$22,500) allocated to the LWDA PAGA Payment and 25% (\$7,500) allocated to the Individual PAGA Payments.

3.2.6. The Administrator will calculate each Individual PAGA Payment by dividing and distributing the amount of the Aggrieved Employees’ 25% share of PAGA Payment (\$7,500) in equal shares to all Aggrieved Employees. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6.1. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Data. Not later than 15 court days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class

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Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, plus the Employer Paid Taxes, by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within 10 days after Defendant funds the Gross Settlement Amount and its separate share of Employer Paid Taxes, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will also send checks for Individual PAGA Payments to all Aggrieved Employees. If the recipient is both a Participating Class Member and Aggrieved Employee, the Payments may be contained on one check. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, and requested by the Class Member prior to the void date.

4.3.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall

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not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all Employer Paid Taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiff's Release. Upon the Effective Date occurring and Defendant fully funding the Gross Settlement Amount and Employer Paid Taxes described herein, Plaintiff, in his individual capacity, fully and finally releases Defendant, CommonSpirit Health, Dignity Community Care, Dignity Health Medical Foundation, Dignity Health Home Health & Hospice, and Dignity Health Connected Living, and all of their past and present agents, employees, owners (whether direct or indirect), officers, representatives, affiliates, parents, subsidiaries, partnerships, and joint venturers (collectively, the "Plaintiff Released Parties"), from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to his employment with Defendant and his compensation while an employee of Defendant, except that Plaintiff shall not release any claims as a patient of Released Parties ("Plaintiff's Released Claims"). Plaintiff's Released Claims continue from the beginning of his employment with Defendant through the present. Plaintiff's Released Claims include, but are not limited to, all claims asserted in the Action, as amended, arising from or related to the Action, and/or could have been raised in the Action based upon the facts and causes of action alleged. Plaintiff's Released Claims include, but are not limited to, all claims for unpaid wages, unpaid vested vacation wages, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to keep accurate records; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Released Claims include all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 256, 510, 511, 512, 515, 516, 550, 551, 552, 554, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 2698, et seq., 2699, et seq., and 2802); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200, et seq.; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil Procedure § 1021.5; the California common law of contract; the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq.; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. ("ERISA"). Plaintiff's Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. This release excludes the release of claims not permitted by law. The specific terms of Plaintiff's

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Release will be detailed in a stand-alone individual settlement agreement.

6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT 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.

6.2 Release by Participating Class Members: Upon the Effective Date occurring and Defendant fully funding the Gross Settlement Amount and separate amount of Employer Paid Taxes described herein, the Participating Class Members will fully and finally release the Released Parties from any and all Released Class Claims. The "Released Class Claims" include any and all claims against the Released Parties (defined above in Section 1.46) that were raised or that could have been raised in the Action based on the factual allegations made in the Action or otherwise based on or related to the allegations that Defendant failed to timely pay unpaid vested vacation wages for the period from October 2, 2016 to March 1, 2026; claims for unpaid vested vacation wages under Sections 227.3 and 17200; claims for waiting-time penalties under Sections 201 - 203 based on and limited to unpaid vested vacation wages; any other associated statutory penalties, whether recovery is, in whole or in part, founded on federal, state, or municipal law based on unpaid vested vacation wages; and any associated claims for interest, attorneys' fees, or costs, based on unpaid vested vacation wages. However, the Released Class Claims do not include a claim that Defendant failed to pay wages upon termination other than unpaid vested vacation wages. This release excludes the release of claims not permitted by law. Moreover, the Released Class Claims shall only encompass claims arising from Participating Class Members' employment with Defendant.

6.3 Release by Aggrieved Employees: Upon the Effective Date occurring and Defendant fully funding the Gross Settlement Amount and Employer Paid Taxes described herein, Plaintiff – in his individual capacity and on behalf of the State of California and LWDA – shall completely release and discharge the Released Parties of the Released PAGA Claims. The "Released PAGA Claims" include all claims against the Released Parties that were alleged in the Action and LWDA Letter related to the allegations that Defendant failed to timely pay unpaid vested vacation wages for the period from October 2, 2019 to March 1, 2026, including civil penalties based on (1) claims for unpaid vested vacation wages under Sections 227.3 and 17200; (2) claims for waiting-time penalties under Sections 201 - 203 based on and limited to unpaid vested vacation wages; (3) claims for any other associated civil penalties, whether recovery is, in whole or in part, founded on federal, state, or municipal law, based on unpaid vested vacation wages; and (4) any associated claims for interest, attorneys' fees, or costs, based on unpaid vested vacation wages. This release excludes the release of claims not permitted by law. Aggrieved Employees cannot opt out of the PAGA Release. Moreover, the Released PAGA Claims shall only encompass claims arising from Participating Class Members' employment with Defendant.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

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7.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel for review and input all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator.

7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator, and all related documents.

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval, the supporting declarations and documents, or the proposed order, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected the Administrator to serve and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

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8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

8.4 Notice to Class Members.

8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Aggrieved Employees in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 10 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice in the form attached to this Agreement as Exhibit A, or as modified by the Court and agreed to by the Parties. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members’ written objections and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defense Counsel, Class Counsel or Defendant are contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address, email address or telephone number, and last four digits of the Class Member’s social security number. To be valid, a Request for Exclusion must be timely emailed or postmarked by

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the Response Deadline.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Objections to Settlement.

8.6.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

8.6.2 Participating Class Members may send written objections to the Administrator, by email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.6.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.7 Administrator's Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.7.1 Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

8.7.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall

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email the Exclusion List to Class Counsel and Defense Counsel containing (a) the Exclusion List containing names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion; (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.7.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.7.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator must also provide a breakdown of the Gross Settlement Amount, the total number of Class Members and Aggrieved Employees, and value of equal shares payable to each. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.7.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 5 days prior to filing the

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Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

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12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. Defendant denies (1) all the material allegations in this Action, (2) that it violated any applicable laws, (3) that it is liable for damages, penalties, interest, restitution, attorneys' fees, or costs, or for any other remedy on account of the claims asserted in the Action, and (4) that class certification or representative treatment is appropriate as to any claim in the Action. Defendant contends that its policies, procedures, and practices comply with all laws asserted in the Action. Any statements in this Agreement are made for settlement purposes only. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. Plaintiff and Class Counsel will not publish the fact of, or terms of, this Settlement or any related information on any website, for advertising purposes and/or in publication materials generally available to the public. Further, Class Counsel and Plaintiff agree not to issue press releases or initiate any public statements regarding the Settlement, including but not limited to in the media or on the Internet, with the exception of the Class Notice. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

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12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits and the individual settlement agreement referenced herein shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

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Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email, addressed as follows:

To Plaintiff:

Brian Mankin
brian@LMLfirm.com
Lauby Mankin Lauby LLP
5198 Arlington Ave, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444

To Defendant:

Richard J. Simmons, Esq.
rsimmons@sheppard.com
Jason W. Kearnaghan, Esq.
jkearnaghan@sheppard.com
Hilary Habib, Esq.
hhabib@sheppard.com
Sheppard, Mullin, Richter & Hampton LLP
350 South Grand Avenue, 40th Floor
Los Angeles, CA 90071
Tel: (213) 620-1780

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.* DocuSign, AdobeSign, or similar), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

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contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 they extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: Apr 24, 2026

PLAINTIFF AND CLASS REPRESENTATIVE:

David Russell

David Russell (Apr 24, 2026 06:23:16 PDT)

David Russell

Dated: Apr 24, 2026

CLASS COUNSEL:

LAUBY MANKIN LAUBY LLP

Brian J. Mankin

Brian J. Mankin

Attorneys for Plaintiff

Dated: _____

DEFENDANT:

DIGNITY HEALTH

By: _____

Title: _____

Dated: _____

DEFENDANT'S COUNSEL:

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Richard J. Simmons

Hilary Habib

Attorneys for Defendant

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Dated: _____

PLAINTIFF AND CLASS REPRESENTATIVE:

David Russell

Dated: _____

CLASS COUNSEL:
LAUBY MANKIN LAUBY LLP

Brian J. Mankin
Attorneys for Plaintiff

Dated: April 24, 2026

DEFENDANT:
DIGNITY HEALTH

By: Julie J. Sprengel
Title: President, California

Dated: April 27, 2026

DEFENDANT'S COUNSEL:
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Hilary Habib

Richard J. Simmons
Hilary Habib
Attorneys for Defendant

EXHIBIT “B”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Russell v. Dignity Health

(San Bernardino County Superior Court, Case No. CIVDS2021522)

***The San Bernardino County Superior Court authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit filed by David Russell (“Plaintiff” or “Class Representative”) against Defendant Dignity Health (“Defendant”) (Plaintiff and Defendant shall be collectively referred to as the “Parties”) for alleged violations of the California Labor Code (the “Action”).

Plaintiff brought the Action on behalf of the “Class Members,” defined as “all former employees of Defendant in California who, at any time during the Class Period, (a) received shift differential pay during the last week worked, (b) were owed vested vacation upon separation from employment, (c) were paid vested vacation at the time of separation at a rate that did not include shift differential pay paid in their last week of employment, and (d) at the time of their separation from employment, worked under a policy or collective bargaining agreement or both that either: (1) stated that shift differentials should be included in vested vacation calculations, or (2) was silent as to whether shift differentials had to be or were supposed to be included in vested vacation calculations.” Relevant here, the “Class Period” is defined as October 2, 2016 through March 1, 2026.

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of all Class Members during the Class Period, and (2) penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all Aggrieved Employees, who are defined as all former employees of Defendant in California who, at any time during the PAGA Period, (a) received shift differential pay during the last week worked, (b) were owed vested vacation owed upon separation from employment, (c) were paid vested vacation at the time of separation at a rate that did not include shift differential pay, and (d) worked under a policy or collective bargaining agreement or both that either: (1) stated that shift differentials should be included in vested vacation calculations, or (2) was silent as to whether shift differentials had to be or were supposed to be included in vested vacation calculations. The “PAGA Period” is October 2, 2019, through March 1, 2026.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

<i>Estimated Individual Class Payment</i>	\$INSERT
<i>Estimated Individual PAGA Payment</i>	\$INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated as an estimated Individual PAGA Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work for Defendant in California during the PAGA Period.)

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant in California during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2026 (see Section 6 for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims. See Section 6 of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you must submit an Objection stating why you object to the settlement by [REDACTED], 2026 (see Section 7 for more details on how to object).

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED	
DATE: [REDACTED], 2026 TIME: 8:30 A.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay vested vacation wages and failure to timely pay wages upon separation of employment. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA.

Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff are correct on the merits. In the meantime, the Parties engaged with an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (*i.e.*, settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”), Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks

and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$475,000 as the “Gross Settlement Amount.” Defendant has agreed to pay a total Gross Settlement Amount of \$475,000 and will deposit the Gross Settlement Amount into an account controlled by the Administrator. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative’s Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s Costs, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Settlement Amount within fifteen (15) days after the Judgment entered by the Court becomes final.

2. Court Approved Deductions from Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$200,000 to Class Counsel for attorneys' fees and up to \$30,000 for their litigation expenses. To date, Class Counsel assert that they have invested many hundreds of hours into the case and incurred expenses on the Action without payment.

B. Service Payment for litigating the Action, working with Class Counsel, and representing the Class, in an amount up to \$10,000 for Plaintiff.

C. \$15,950 to the Settlement Administrator, ILYM Group, Inc. for services administering the Settlement.

D. Up to \$30,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees divided and distributed in equal shares.

E. Participating Class Members have the right to formally object to any of these deductions. The Court will consider all such objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members by dividing and distributing the Net Settlement Amount in equal shares to all Participating Class Members.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer-side payroll taxes on the Wage Portion. The Individual PAGA Payments are counted as penalties, not wages, for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the money represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement no later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant would thus not pay any money and Class Members would not release any claims against Defendant.

8. Settlement Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Settlement Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for claims based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon the Effective Date occurring and Defendant fully funding the Gross Settlement Amount and separate amount of Employer Paid Taxes described herein, the Participating Class Members will fully and finally release the Released Parties from any and all Released Class Claims. The “Released Parties” include Defendant, CommonSpirit Health, Dignity Community Care, Dignity Health Medical Foundation, Dignity Health Home Health & Hospice, and Dignity Health Connected Living and each of their past, present and future agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing firms (whether direct or indirect), temporary staffing agencies (whether direct or indirect), dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under, by, through or in concert with any of them. The “Released Class Claims” include any and all claims against the Released Parties (defined above) that were raised or that could have been raised in the Action based on the factual allegations made in the Action or otherwise based on or related to the allegations that Defendant failed to timely pay unpaid vested vacation wages for the period from October 2, 2016 to March 1, 2026; claims for unpaid vested vacation wages under Sections 227.3 and 17200; claims for waiting-time penalties under Sections 201 - 203 based on and limited to unpaid vested vacation wages; any other associated statutory penalties, whether recovery is, in whole or in part, founded on federal, state, or municipal law based on unpaid vested vacation wages; and any associated claims for interest, attorneys’ fees, or costs, based on unpaid vested vacation wages. However, the Released Class Claims do not include a claim that Defendant failed to pay wages upon termination other than unpaid vested vacation wages. This release excludes the release of claims not permitted by law.

Moreover, the Released Class Claims shall only encompass claims arising from Participating Class Members' employment with Defendant.

10. Release of Released PAGA Claims. After the Court's judgment is final, and Defendant has paid the Settlement Amount and separately paid the employer-side payroll taxes, all Aggrieved Employees shall be bound by the following release:

Upon the Effective Date occurring and Defendant fully funding the Gross Settlement Amount and Employer Paid Taxes described herein, Plaintiff – in his individual capacity and on behalf of the State of California and LWDA – shall completely release and discharge the Released Parties of the Released PAGA Claims. The "Released PAGA Claims" include all claims against the Released Parties that were alleged in the Action and LWDA Letter related to the allegations that Defendant failed to timely pay unpaid vested vacation wages for the period from October 2, 2019 to March 1, 2026, including civil penalties based on (1) claims for unpaid vested vacation wages under Sections 227.3 and 17200; (2) claims for waiting-time penalties under Sections 201 - 203 based on and limited to unpaid vested vacation wages; (3) claims for any other associated civil penalties, whether recovery is, in whole or in part, founded on federal, state, or municipal law, based on unpaid vested vacation wages; and (4) any associated claims for interest, attorneys' fees, or costs, based on unpaid vested vacation wages. This release excludes the release of claims not permitted by law. Aggrieved Employees cannot opt out of the PAGA Release. Moreover, the Released PAGA Claims shall only encompass claims arising from Participating Class Members' employment with Defendant.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by dividing and distributing the Net Settlement Amount in equal shares to Participating Class Members.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by dividing and distributing \$7,500 in equal shares to all Aggrieved Employees.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline.

If you **do not** wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by submitting an "opt-out" by [REDACTED], 2026 (the "Response Deadline"). As stated in the Settlement Agreement, Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by email or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her

representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, email address or telephone number, and last four digits of the Class Member's social security number. To be valid, a Request for Exclusion must be timely emailed or postmarked by the Response Deadline.

Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by the Class portion of this Settlement or Judgment.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

If you do not want to participate in the Settlement, the Administrator will exclude you based on timely receipt of a writing communicating your request to be excluded. You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by [REDACTED], 2026 (the "Response Deadline"), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is [REDACTED], 2026 (the "Response Deadline").**

If you wish to object to the proposed Settlement, you or your own attorney may send written objections to the Administrator, by email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], 2026, the Court will hold a public hearing in Department S36 of the Superior Court for the State of California, County of San Bernardino, 247 West 3rd Street, San Bernardino, CA 92415, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for the service award. This hearing may be continued or rescheduled by the Court. Anyone who has timely objected in writing to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to Opt-Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you may contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail. And you may also contact Class Counsel. Contact information for both the Administrator and Class Counsel is provided here:

Settlement Administrator	Class Counsel
Name Mailing Address Telephone Number	Brian Mankin, Esq. <i>brian@LMLfirm.com</i> Peter Carlson, Esq. <i>peter@LMLfirm.com</i> Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444

You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the **Declaration of Brian Mankin in Support of Motion for Preliminary Approval of Class Action Settlement** filed on **DATE**, 2026 and available to be inspected at any time during regular business hours at the Office of the Clerk, San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

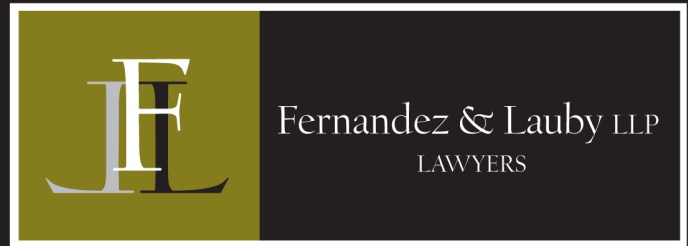
10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT “C”



October 2, 2020

Sent Via Online Filing to the LWDA

California LWDA
Attn: PAGA Administrator
455 Golden Gate Ave., 9th Fl.
San Francisco, CA 94102

Sent Via U.S. Mail and Certified Mail

Dignity Health
185 Berry Street, Suite 300
San Francisco, CA 94107

St. Francis Medical Center
3630 E. Imperial Highway
Lynwood, CA 90262

Re: PAGA Civil Penalty Claim
David Russell v. Dignity Health and St. Francis Medical Center

To the Labor and Workforce Development Agency, Dignity Health, and St. Francis Medical Center:

Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2699, *et seq.*, this letter shall serve as notification of the PAGA civil penalty claim of aggrieved employee David Russell (“Claimant”), on behalf of the State of California and all Aggrieved Employees, against his former employer(s), Dignity Health and St. Francis Medical Center and/or any affiliated entities, for violations of Labor Code §§ 200, 201, 202, 203, 204, 208, 210, 218.6, 226, 226.3, 226.7, 227.3, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, among possibly other sections inadvertently omitted, and/or sections of the applicable Industrial Welfare Commission Wage Order(s).

FACTUAL BACKGROUND

Claimant was employed by the Company from approximately 2014 through October 2019. Claimant alleges that, at all relevant times, he and all other non-exempt employees employed by the Company in California (the “Aggrieved Employees”) were subjected to the same policies, working conditions, and corresponding wage and hour violations to Claimant was subjected during her employment.

For instance, at all relevant times, Claimant and the Aggrieved Employees were not provided proper minimum and overtime wages due to the Company’s failure to accurately record and compensate for all hours worked. Also, at all relevant times, Claimant was compensated on an hourly basis plus additional compensation in the form of shift differentials. However, on the occasions when Claimant worked in excess of 8 and/or 12 hours per day and/or 40 hours per week and received shift differentials during the pay period, the Company failed to properly include these amounts in the calculations for Claimant’s regular rate of pay. Therefore, the Company failed to pay proper overtime for the hours worked in excess of 8 and/or 12 per day and/or 40 per week.

Claimant was also not provided 30-minute off-duty meal periods, as mandated by California law, during employment with the Company. As a result of the Company's policies and practices, Claimant was subjected to meal period violations when Claimant was: (1) unable to take a meal period due to workload, (2) forced to take an on-duty meal period while under the control of the Company, (3) forced to take a meal period after the 5th hour of work, and (4) not provided a mandated second meal period on occasions for shifts in excess of 10 hours.

The Company also failed to provide Claimant with 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated by California law. The Company did not schedule Claimant's rest breaks, Claimant was unable to leave the premises for breaks, and Claimant was often not authorized and/or permitted to take mandated rest breaks due to being overwhelmed by the hectic workload. Furthermore, on occasions when Claimant worked in excess of 10 hours in a shift, the Company failed to authorize and/or permit a third mandated rest break.

Moreover, at all relevant times, the Company utilized a policy and practice through which Claimant and the Aggrieved Employees accrued vacation and/or PTO hours (collectively, "vacation hours"). However, on the occasions when Claimant and the Aggrieved Employees had accrued but unused vacation hours upon separation of employment, Defendants failed to pay for these earned wages at the "final rate" as required by Labor Code § 227.3. To illustrate, at the time of (and leading up to) Claimant's termination, he was paid a base hourly rate plus additional hourly compensation in the form of shift differential pay. However, despite that Claimant's "final rate" at the time of her termination was comprised of his base hourly rate *plus* the shift differential, the Company paid Claimant's accrued and unused vacation at only the base hourly rate. Furthermore, because of the failure to pay vacation at the proper rate *during* employment, the Company failed to properly account for (and pay) all accrued and vested vacation owed upon separation of employment. As a result, Claimant and the Company did not receive compensation for all accrued but unused vacation hours at the "final rate" – in violation of Labor Code § 227.3.

The Company also failed to comply with the mandates of Labor Code § 204 regarding the timing of the payment of wages to its employees each period, including meal and rest period premiums. Also, the Company failed to comply with the mandates of Labor Code §§ 201 – 203 regarding payment of final wages upon separation of employment. Finally, during his employment with the Company, Claimant received inaccurate and incomplete wage statements that failed to accurately state all necessary items required under Labor Code § 226(a).

As a result of these violations, and others described below, Claimant alleges that he and other Aggrieved Employees were denied specific rights to which they are/were entitled under California law and the rules promulgated by the IWC Wage Orders, including the following:

**PAGA ASSESSMENT FOR FAILURE TO
PAY ALL MINIMUM, REGULAR, AND OVERTIME WAGES**

(Labor Code §§ 204, 221-223, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order §§ 3, 4(B))

As discussed above, the Company failed to pay all required minimum, regular, and overtime wages to Claimant and the Aggrieved Employees due to the Company's failure to accurately record and compensate for all hours worked as well as the failure properly calculate the regular rate of pay for Claimant and other Aggrieved Employees. This resulted in earned, but unpaid, overtime wages due and owing to Claimant and the Aggrieved Employees. Therefore, Claimants and the Aggrieved

Employees worked in excess of 8 and/or 12 hours per day, and/or forty hours per week without receiving proper payment of the requisite overtime and/or doubletime wages for all hours worked pursuant to Labor Code §§ 204 and 510 and/or the applicable IWC Wage Order. Claimants and the Aggrieved Employees were also not paid all earned wages to which they were entitled at the rates agreed upon by the Company, including, but not limited to shift differential pay.

Accordingly, Labor Code §§ 210, 558, 1197.1, and 2699, among possibly others, impose various penalties upon the Company for each employee and each pay period in which it failed to pay all wages including, but not limited to, minimum, regular, and overtime wages in violation of the Labor Code and/or the IWC Wage Orders.

**PAGA ASSESSMENT FOR DENIAL OF MEAL PERIODS,
REST BREAKS, AND WAGE PREMIUMS**

(Labor Code §§ 226.7(b) & (c), 512, 558; Cal. Admin. Code, Title 8, § 11090)

Labor Code § 226.7(b) states that “[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission ...” Labor Code § 512(a) states in pertinent part: “[A]n employer may not employ an employee for a work period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes [...] [a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.”

Section 12 of applicable IWC Wage Order states in pertinent part: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

Here, Claimant and other Aggrieved Employees were regularly not provided compliant mandatory meal periods and paid rest breaks due to the Company’s policies described above. Although the Company was required to pay Claimant and all Aggrieved Employees premium wages equal to an additional hour of pay at the employee’s regular rate of pay for each violation under Labor Code § 226.7(c), the Company did not pay the mandatory one-hour wage premiums. Labor Code § 558 imposes a penalty for each violation, plus an amount sufficient to recover the underpaid wages. Additionally, the civil assessment set forth in Labor Code § 2699 applies to these violations.

FAILURE TO PAY VESTED VACATION UPON SEPARATION OF EMPLOYMENT

(Labor Code § 227.3)

Pursuant to Labor Code § 227.3, an employer that has implemented a paid vacation, paid time off, or compensated time off policy must, upon an employee’s separation from employment, pay to the employee all vested but unused vacation and/or paid time off at her final rate of pay. However, as alleged herein, the Company only paid vested vacation upon separation at the base rate of pay, leading to a violation on each such occasion. As a result of these violations, penalties may be assessed pursuant to Labor Code § 2699.

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**PAGA ASSESSMENT FOR FAILURE TO PAY ALL WAGES DUE AND OWING
EACH PAYROLL PERIOD WITHIN THE TIME REQUIRED BY LAW**

(Labor Code §§ 204, 204.1, 208, 256 and 2699)

Labor Code § 204(a) states that all wages earned by a person are due and payable twice during each calendar month, and further states that wages earned during the first through fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that wages earned between the sixteenth and last day of the month must be paid by the tenth day of the following month. Labor Code § 204(d) states “[t]he requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.”

As a result of the Company’s failure to pay Claimant and the Aggrieved Employees all compensation to which they were entitled, the Company had a pattern and practice of failing to pay all wages due and owing to Claimant and the Aggrieved Employees within the time mandated by Labor Code § 204. As a result of these violations, penalties may be assessed pursuant to Labor Code §§ 203, 210, 256, and/or 2699.

PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES

(Labor Code §§ 201, 202, 203, 256 and 2699)

Labor Code § 201(a) provides in pertinent part: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code § 202(a) states in pertinent part “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours’ previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Labor Code § 203(a) states “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

The Company did not pay the Aggrieved Employees all wages that were due and owing within the required time following the end of their employment in accordance with Labor Code §§ 201-202. As a result, all such Aggrieved Employees are entitled to 30 days of wages as a “waiting time penalty.” (Labor Code §§ 203, 256.) Labor Code § 2699 also imposes a penalty.

**PAGA ASSESSMENT FOR FAILURE TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS**

(Labor Code §§ 226, 226.3, and 1174)

Labor Code § 226(a) requires an employer to provide its employees with itemized wage statements accurately stating gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the pay period, the employee’s name and the last four digits of his or her Social Security number (or employee identification number), the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At all times pertinent hereto, the Company failed to provide accurate itemized wage statements to Claimants and all Aggrieved Employees due to violations including: failure to accurately state gross wages earned; failure to accurately state total hours worked; failure to accurately state all deductions; failure to accurately state net wages earned; failure to state the applicable hourly rates; and failure to accurately state the corresponding number of hours worked at each hourly rate. Accordingly, Claimants are entitled to damages under Labor Code § 226(e), including reasonable attorneys' fees. Labor Code §§ 226.3 and 2699 also impose a civil penalty and/or assessment for these violations.

PAGA ASSESSMENT FOR VIOLATIONS OF LABOR CODE § 1199
(Labor Code § 1199)

An employer violates Labor Code § 1199 if said employer: (a) requires or causes an employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission; (b) pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission; or, (c) violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission. Labor Code § 2699.5 specifically enumerates Labor Code § 1199 as a section to which the civil penalties under the PAGA apply. Therefore, as a result of the Company's violations described herein, the Company is subject to the civil penalties in accordance with Labor Code § 2699.

ATTORNEYS' FEES, INTEREST, AND PENALTIES
(Labor Code §§ 2699(f)(2), 2699(g)(1), 2699.5)

Labor Code § 2699(g)(1), give employees the right to recover in a civil action the unpaid balance of the full amount of wages, including interest thereon, penalties and other damages, as applicable, reasonable attorneys' fees, and costs of suit. Additionally, Claimants seek the assessment of penalties, including civil penalties, under Labor Code §§ 203, 210, 225.5, 226.3, 1174.5, 1197.1, 2699, and/or § 20 of the IWC Wage Orders, among possibly other provisions inadvertently omitted herein. Furthermore, Claimants is entitled to bring a wage/hour claim on behalf of all current and former similarly situated employees of the Company. Thus, the Company is exposed to these same penalties for violations involving all Aggrieved Employees.

Additionally, Claimant seeks attorney's fees pursuant to C.C.P. § 1021.5. Please construe this correspondence as Claimants' notification of alleged wrongdoing and attempted resolution in accordance with C.C.P. § 1021.5 and *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553.

CONCLUSION

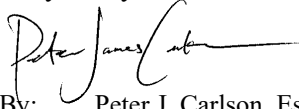
Based on the foregoing, the Company may be liable for penalties related to the foregoing claims and remedies. If Claimant becomes aware of any additional claims for Labor Code violations related to his employment and/or other employees of the Company, he reserves the right to add new claims by amending this claim letter.

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California Labor and Workforce Development Agency
Dignity Health / St. Francis Medical Center
Re: Russell v. Dignity Health and St. Francis Medical Center
October 2, 2020
Page 6

Should you have any questions, please feel free to give me a call. In the meantime, I look forward to your response.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Peter J. Carlson", with a long horizontal flourish extending to the right.

By: Peter J. Carlson, Esq.
E-mail: PJC@fernandezlauby.com
www.California-EmploymentLawyers.com

EXHIBIT “D”

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Russell v. Dignity
Tuesday, September 30, 2025

Requesting Attorney:
Brian J. Mankin
Lauby, Mankin & Lauby LLP
Brian@lmlfirm.com
951.321.6008

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	2,800
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$650.00
Project Management:	\$2,940.00
Notification & Mailing:	\$4,820.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$6,725.00
Case Conclusion:	\$815.00

Not To Exceed ILYM Fees & Expenses: \$15,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Russell v. Dignity

Tuesday, September 30, 2025

Requesting Attorney's Name: Brian J. Mankin

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$700.00	1	\$700.00
Toll-Free Customer Service Representative	Flat Fee	\$800.00	1	\$800.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,940.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English only	Per Piece	\$0.80	2,800	\$2,240.00
USPS First Class Postage	Per Piece	\$0.74	2,800	\$2,072.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$1.00	336	\$336.00
Storage, Photocopies, Deliveries	Flat Fee	\$172.00	1	\$172.00

Subtotal \$4,820.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Russell v. Dignity

Tuesday, September 30, 2025

Requesting Attorney's Name: Brian J. Mankin

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check, Stub & Release - Print & Mail (1099/W2)	Per Check	\$0.60	2,800	\$1,680.00
USPS First Class Postage	Per Piece	\$0.74	2,800	\$2,072.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.00	168	\$168.00
Preparation of Taxes	Hourly	\$120.00	4	\$480.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$6,725.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds	Flat Fee	\$350.00	1	\$350.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$815.00

Not To Exceed ILYM Fees & Expenses: \$15,950.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the permissible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT “E”