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.: CIVDS2021522 *[Assigned to Hon. Joseph B. Widman, Dept. S36, for all purposes]* **DECLARATION OF BRIAN J. MANKIN, ESQ., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** Hearing Date: November 9, 2026 Time: 9:00 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 am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County, and I manage the firm's employment law practice. 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 Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

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COUNSEL'S EXPERIENCE

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

3. I have handled well over 500 employee vs. employer litigation matters during my nearly 25 years in practice. Over the last 19 years, my practice has almost entirely consisted of representing employees, the majority of which has included class action and representative action wage and hour matters. In total, I have handled well over 300 class action and representative action wage/hour cases, and have been appointed by the court as class counsel and have received final court approval and judgment in close to half of those actions to date, and anticipate receiving final approval in many more of those in the future.

4. As part of these settlements and judgments, I have recovered upwards of $500 million in damages for my clients and the class members (who often work as nurses, ambulance drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and countless other trades). At one point, my team and I held the record for the largest known PAGA-only case in California's history - a $12.5 million-dollar court approved settlement, which followed extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune 50 company (*Garcia v. Macy's*, San Bernardino Superior Court).

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

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

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

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of former employees of Defendant who received final unused vacation time at their base rate of pay during the Class Period.

8. As set forth in the Declaration of the Administrator, the process of mailing the Notice Packets was very successful. Initially, 357 Notice Packets were returned, but through skip tracing and other advanced tracking methods, all 357 Notice Packets were remailed to updated addresses.

9. The response from the Class Members was overwhelmingly positive, as no Class Member objected or opted out of the settlement.

10. As discussed at length in Plaintiff's motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is favorable to the Class, and the release is narrowly limited to the claims alleged.

11. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by a reputable and experienced wage and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact that 99.93% of the Class has elected to participate and no objections were submitted, the presumption of fairness is justified.

12. I believe that the Settlement is fair, reasonable and adequate, and in the best interests of the Class, given the litigation risks and delay inherent in further litigation and possible appeals. As set forth in Plaintiff's motion for preliminary approval and the declarations submitted in support thereof, Defendant vigorously contested Plaintiff's claims, and Plaintiff faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter. Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and that it is desirable that the action be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement Agreement in order to limit further expense,

inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit the operation of Defendant's business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue. All parties took into account the uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The parties determined that it is desirable and beneficial to both the Class and Defendant that this case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The recoveries contemplated by the Settlement represent a good result for the Class, fairly proportioned to the likely risk-adjusted recovery in litigation.

ADEQUACY OF COUNSEL AND

REASONABLENESS OF REQUESTED FEE AND COST AWARDS

13. As set forth above, I have handled over 300 class and representative actions, have been appointed as class counsel and have successfully resolved over half of those cases, and many others remain pending and will successfully resolve in the future while recovering hundreds of millions of dollars for my clients and Class Members. This is substantially better than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class Actions, cited in *Laguna v. Coverall North America, Inc*., No. 12-55479 (9th Cir. 2014), which found that only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.[1]

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

15. There are several factors and reasons why I believe the Court should award the requested amount of attorneys' fees.

16. First, Class Counsel's efforts resulted in a common fund settlement amount of $475,000, which will pay every Class Member an equal share of Unpaid Vested Vacation Wages

[1] www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

owed in the estimated amount of $54.31 each, which is a good result since the claims are limited to a single claim: the fractional underpayment of vested vacation in instances where Class Members received shift differential or non-discretionary bonus pay in their last week worked (and that was not incorporated into the calculation and payment for vested vacation upon termination. The settlement also commits Defendant to fund PAGA Penalties, attorneys fees, a service award and the Administrator's Costs.

17. Second, Plaintiff faced significant risks going forward with the litigation. As discussed in the motion for preliminary approval, Defendant raised various defenses throughout this litigation, any one of which, if successful, could have decimated Plaintiff's case. And Defendant vowed to raise all these defenses at trial. Accordingly, Plaintiff faced risky issues going forward with this litigation, and it would have taken several more years to realize any recovery in this action along with the possibility of post-trial appeals.

18. Third, Class Counsel are experienced class action litigators. This experience and expertise, combined with the high quality of work performed in this case, resulted in the settlement achieved in this case.

19. Fourth, Class Counsel have been representing Plaintiff in this matter strictly on a contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a substantial amount of time, money, and resources, and have done so since the inception of this case without any payment or compensation. If Plaintiff had lost this case, we would have recovered nothing and would have lost our out-of-pocket costs. This is not an easy burden for my office, which is a small firm. Indeed, not all class/PAGA cases are successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar, often due to no fault of counsel (*i.e.*, bankruptcy, change in the law, consolidation- coordination-preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above, only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.

20. Fifth, while many class action cases seek a percentage of the common fund, that would not be appropriate here due to the value of the alleged unpaid fractional amounts of vested

vacation wages in comparison to the substantial time involved to litigate two cases of first impression (this case and the *Mills v. Target* case) against very large corporations. The request for actual attorneys' fees, capped at $200,000, is lower than Class Counsel's actual lodestar incurred litigating this case for 5.5 years, including substantial discovery disputes and motion practice on nuanced issues, such as LMRA preemption and other topics. Similarly, in *Mills v. Target*, Class Counsel recovered the value of the vested vacation wages for the Class Members and, on top of that, the District Court awarded Class Counsel its lodestar as part of the approval process, rather than a percentage of the recovery. Class Counsel could have elected to proceed to trial to recover full value for the Class Members, and then file its post-trial motion for attorneys' fees and costs. However, the Parties agreed that it made far more sense to conserve the Parties and Court's valuable resources to negotiate a settlement that will fund the Class Members for their underpaid vested vacation wages, and fund Class Counsel for their actual attorneys' fees worked on this case (up to $200,000, which is less than the actual lodestar). This request is supported by California law and the Parties Agreement

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

22. At my office, the day to day case handling was primarily handled by my senior associate attorney, Peter Carlson, while I performed the role of the supervising attorney. As set forth in his declaration, Mr. Carlson works exclusively with me on employment law matters. He

has been in practice for 12 years and bills at the hourly rate of $750/hour. I have been in practice for nearly 25 years, with most of those years handling complex litigation and for over the last 19 years, my practice has almost entirely consisted of handling class action wage and hour matters. My billing rate is $950/hour. I believe these rates are consistent with Plaintiff and Defense attorneys who handle complex class action litigation, if not somewhat lower.

23. The reasonableness of these rates is reinforced by facts showing that local attorneys in Los Angeles engaged in complex litigation bill at rates far higher than my office – and far higher than the Laffey Matrix. Recent public filings confirm that the Los Angeles Department of Water and Power is paying outside counsel at minimum rates of $1,800 for partners, $1,180 per hour for associates with 7 years of experience or more, and LADWP even pays first year associates $745 per hour. *See* https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits.

24. Moreover, the Wolters Kluwer 2023 Real Rate Report ("Real Rate Report") provides directly applicable information in this regard. The Real Rate Report is based on an enormous and statistically significant compilation of data, comprising millions billing entries from a hundred thousand individual timekeepers who worked at thousands of law firms. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area: (a) the rate for partners in Los Angeles is between $840 and $1,159 per hour for the middle and upper quartiles, and (b) the rates for associates with seven or more years of experience, the median rate is $674 per hour, and the upper quartile rate is $888 per hour. And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms, which makes it "a much better reflection of true market rates than self-reported rates in all practice areas." *Brown v. CVS Pharmacy, Inc*. (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21.

25. Here, the combined lodestar for my firm totals $304,400. This includes Mr. Carlson's 275.4 hours that he billed on this matter (as set forth in his declaration) plus my 103

hours (including time I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the administrator and defense counsel to issue checks, respond to class members and finalize this matter). *Thus, our total lodestar is significantly higher than the requested fee, resulting in a* ***negative multiplier***. For all of these reasons and those stated in the Motion, the requested fee is warranted and appropriate because of the results achieved for the Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

26. In the course of prosecuting this action, my office has incurred expenses necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, copying and management of documents, messenger services, postage, fax transmission expenses, transportation, mediation fees, expert fees, and other incidental expenses directly related to this action. My firm's expenses through the final approval hearing are estimated to be $19,605.66, which includes filing this motion, process/server costs, and service expenses (see the itemized statement of these costs attached hereto as Exhibit B). Since the Settlement Agreement provided for capped costs up to $25,000, the savings will be placed in the Net Settlement Amount and distributed to the Participating Class Members. Defendant does not oppose this request for costs.

REASONABLENESS OF REQUESTED SERVICE AWARD

27. I also believe that the service award of $10,000 to Plaintiff is fair and warranted for the reasons outlined in his declaration and in the motion. He came forward and worked directly with my offices in analyzing the claims and documents, providing valuable information. (See his declaration for supporting information.) Indeed, his participation was an essential element of Defendant's desire to mediate and of the pre- and post-mediation analysis that allowed Class Counsel to settle the case. In addition, he also took on various risks, including the risk that he could have been ordered to pay Defendant's costs if he lost and the risk of retaliation and being black-balled in the industry. He also provided a full release of all claims. Defendant does not oppose the requested service award.

SUBMISSION TO THE LWDA

28. The Motion and declarations, including the Settlement Agreement, have concurrently been submitted to the LWDA. (See Exhibit "C").

EXHIBITS AND CONCLUSION

29. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit A.

30. Attached hereto as Exhibit B is a true and correct copy of an itemized statement of my firm's litigation costs.

31. The LWDA's confirmation of receipt of this Motion and Declaration is attached hereto as Exhibit C.

32. For the foregoing reasons, it is respectfully requested that the Court grant final approval of the settlement as being fair, reasonable, and in the best interest of the class, and approve the requested attorneys fees, costs, and service award.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 16, 2026, at Riverside, California.

By: _____
Brian J. Mankin, Esq.

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 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.

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.

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

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"*).

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

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

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

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

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.

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.

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, which ever 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

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

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

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.

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.

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.

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

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
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

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: _____

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

_____
Richard J. Simmons
Hilary Habib
Attorneys for Defendant

EXHIBIT “B”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00442 Russell v Dignity Health (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
David Russell							
14000-00442 Russell v Dignity Health							
10-02-2020	Approved	E112 Court fees	Aguilera, Sophia J.	75.00	0.00	1.00	75.00
	LWDA Order #000082148 to Submit PAGA Letter						
10-06-2020	Approved	Attorney Service	Aguilera, Sophia J.	1,658.45	0.00	1.00	1,658.45
	Bosco Inv 4933785 FILE AND CONFORM: - SUMMONS - COMPLAINT - CCCS - CERT. OF ASSIGNMENT *ADV. FEES* Court: San Bernardino County Superior Court - Central District						
10-31-2020	Approved	E101 Copying	Aguilera, Sophia J.	0.06	0.00	104.00	6.24
	104 copies @ $0.06 for Letters to employer						
10-31-2020	Approved	E108 Postage	Aguilera, Sophia J.	16.00	0.00	1.00	16.00
	Postage for the month of October 2020						
11-10-2020	Approved	Attorney Service	Aguilera, Sophia J.	104.95	0.00	1.00	104.95
	Bosco Inv 5040961 Serve: St. Francis Medical Center, a California Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; Initial Case Management Conference Order; Guidelines for the Complex Litigation Program; ADR Court: San Bernardino County Superior Court - Central District						
11-10-2020	Approved	Attorney Service	Aguilera, Sophia J.	59.00	0.00	1.00	59.00
	Bosco Inv 5040953 Serve: Dignity Health, a California Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; Initial Case Management Conference Order; Guidelines for the Complex Litigation Program; ADR Court: San Bernardino County Superior Court - Central District						
11-30-2020	Approved	E101 Copying	Aguilera, Sophia J.	0.06	0.00	8.00	0.48
	8 copies @ $0.06 for POS to Court						
11-30-2020	Approved	E108 Postage	Aguilera, Sophia J.	0.50	0.00	1.00	0.50
	Postage for the month of November 2020						
12-28-2020	Approved	Attorney Service	Aguilera, Sophia J.	29.25	0.00	1.00	29.25
	Bosco Inv 5195231 File and conform. -First Amended Complaint Court: San Bernardino County Superior Court - Central District						
01-04-2021	Approved	E112 Court fees	Aguilera, Sophia J.	94.00	0.00	1.00	94.00
	CourtCall ID #11014957 for 12-29-20 CMC						
01-12-2021	Approved	Attorney Service	Aguilera, Sophia J.	23.73	0.00	1.00	23.73
	Budget Conferencing Inv 30165949 for 12-14-20 conf call						
02-26-2021	Approved	E101 Copying	Aguilera, Sophia J.	0.06	0.00	8.00	0.48
	8 copies @ $0.06 for Notice of Name Change						
02-26-2021	Approved	E108 Postage	Aguilera, Sophia J.	0.51	0.00	1.00	0.51
	Postage for the month of February 2021						
03-08-2021	Approved	Attorney Service	Aguilera, Sophia J.	79.95	0.00	1.00	79.95
	Bosco Inv 5427301 File and conform in Dept. S26. -Opposition Court: San Bernardino County Superior Court - Central District						
03-19-2021	Approved	E112 Court fees	Aguilera, Sophia J.	94.00	0.00	1.00	94.00

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00442 Russell v Dignity Health (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
David Russell							
14000-00442 Russell v Dignity Health							
	CourtCall ID #11141464 for 3-18-21 hearing						
06-14-2021	Approved	Attorney Service	Aguilera, Sophia J.	79.95	0.00	1.00	79.95
	Bosco Inv 5777788 File and Conform: Opposition Court: San Bernardino County Superior Court - Central District						
06-23-2021	Approved	Attorney Service	Aguilera, Sophia J.	79.95	0.00	1.00	79.95
	Bosco Inv 5810242 File and Conform: Objection Court: San Bernardino County Superior Court - Central District						
06-25-2021	Approved	E112 Court fees	Aguilera, Sophia J.	94.00	0.00	1.00	94.00
	CourtCall ID #11263684 for 6-24-21 hearing						
09-09-2021	Approved	E112 Court fees	Aguilera, Monica A	25.00	0.00	1.00	25.00
	San Bernardino Superior Court Ref No. PMT591358 & PMT591364 to Pull docs on other Dignity Case						
09-16-2021	Approved	E112 Court fees	Aguilera, Monica A	3.50	0.00	1.00	3.50
	San Bernardino Superior Court Ref No. PMT593637 to pull docs on Dezan case						
09-21-2021	Approved	E112 Court fees	Aguilera, Monica A	94.00	0.00	1.00	94.00
	CourtCall ID #11342306 for 9-20-21 Case management conference						
10-06-2021	Approved	E112 Court fees	Aguilera, Monica A	3.00	0.00	1.00	3.00
	San Bernardino Superior Court Ref No. PMT600406 to pull docs on Dezan case						
03-22-2022	Approved	E112 Court fees	Grossi, Tracie L.	94.00	0.00	1.00	94.00
	Courtcall ID# 11478030 for 3/21/22 CMC						
07-08-2022	Approved	Attorney Service	Chiarito, Tracie	94.00	0.00	1.00	94.00
	Courtcall ID# 11530969 for 6/8/22 CMC						
08-01-2022	Approved	E101 Copying	Chiarito, Tracie	0.06	0.00	8.00	0.48
	8 copies @ .06 for Ntc of Change of Address						
08-01-2022	Approved	E108 Postage	Chiarito, Tracie	0.57	0.00	1.00	0.57
03-24-2023	Approved	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
	TurboCourt Order #7812613 - File Joint Statement						
03-30-2023	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11678736 for 4/3/23 CMC						
07-27-2023	Approved	Attorney Service	Chiarito, Tracie	9.95	0.00	1.00	9.95
	TurboCourt Order #8154983 - file Joint Statement						
08-11-2023	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11729890 for 8/14/23 CMC						
11-07-2023	Approved	Attorney Service	Chiarito, Tracie	18.62	0.00	1.00	18.62
	OneLegal Order #21590737 - file Joint Statement						
11-16-2023	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00442 Russell v Dignity Health (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
David Russell							
14000-00442 Russell v Dignity Health							
	Courtcall ID #11765617 for 11/15/23 CMC						
02-08-2024	Approved	Attorney Service	Chiarito, Tracie	20.68	0.00	1.00	20.68
	OneLegal Order #22191837 - file Joint Statement						
02-09-2024	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11795171 for 2/13/24 CMC						
02-26-2024	Approved	Attorney Service	Chiarito, Tracie	109.95	0.00	1.00	109.95
	Bosco Inv #10478287 File and Conform in department S17 Plaintiff's Informal Discovery Conference Brief Court: San Bernardino County Superior Court~ Central District Completed on: 02/22/2024						
04-09-2024	Approved	Attorney Service	Chiarito, Tracie	59.95	0.00	1.00	59.95
	Bosco Inv #10812294 File and conform in Dept. S17. -Joint CMC Statement Court: San Bernardino County Superior Court - Central District Completed on: 4/8/2024						
04-12-2024	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11815574 for 4/12/24 CMC						
08-09-2024	Approved	Attorney Service	Chiarito, Tracie	59.95	0.00	1.00	59.95
	Bosco Inv #11569994 File and conform in Dept. S36 -Joint CMC Statement Court: San Bernardino County Superior Court - Central District Completed on: 8/8/2024						
08-12-2024	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11851128 for 8/13/24 CMC						
08-27-2024	Approved	Attorney Service	Chiarito, Tracie	59.95	0.00	1.00	59.95
	Bosco Inv #11675312 File and conform in Dept. S36. -Joint Status Conference Statement Court: San Bernardino County Superior Court - Central District Completed on: 08/26/2024						
09-12-2024	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11860770 for 9/13/24 CMC						
09-30-2024	Approved	Attorney Service	Chiarito, Tracie	1.10	0.00	1.00	1.10
	PACER fees for 3rd Quarter 2024						

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00442 Russell v Dignity Health (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
David Russell							
14000-00442 Russell v Dignity Health							
11-22-2024	Approved	Attorney Service	Chiarito, Tracie	81.95	0.00	1.00	81.95
	Bosco Inv #12214157 File and conform in Dept. S36. -Stipulation Regarding Mediation; Proposed Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 11/21/2024						
12-02-2024	Approved	E125 Mediation fees	Chiarito, Tracie	15,000.00	0.00	1.00	15,000.00
	Ortman Mediation Invoice for 4/16/25 mediation with Tripper Ortman, Esq.						
06-02-2025	Approved	Attorney Service	Chiarito, Tracie	92.45	0.00	1.00	92.45
	Magna Inv #13419322 File and conform in Dept. S36. -Stipulation and Order *advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 5/30/2025						
01-09-2026	Approved	Attorney Service	Chiarito, Tracie	45.32	0.00	1.00	45.32
	OneLegal Order #27046505 - file Stip and Order						
01-20-2026	Approved	E112 Court fees	Chiarito, Tracie	2.61	0.00	1.00	2.61
	Receipt for San Bernardino Superior Court - copy of signed order						
03-12-2026	Approved	Attorney Service	Chiarito, Tracie	24.73	0.00	1.00	24.73
	OneLegal Order #27696040 - file PLA Statement						
03-18-2026	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11984154 for 3/19/26 CMC						
05-08-2026	Approved	Attorney Service	Chiarito, Tracie	46.46	0.00	1.00	46.46
	OneLegal Order #28115137 - file Stip and Order						
05-12-2026	Approved	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
	Courtcall ID #11993909 for 5/13/26 MPA						
05-12-2026	Approved	Attorney Service	Chiarito, Tracie	87.86	0.00	1.00	87.86
	OneLegal Order #28125722 - file MPA						
06-02-2026	Approved	Attorney Service	Chiarito, Tracie	24.73	0.00	1.00	24.73
	OneLegal Order #28328982 - file SAC						
09-14-2026	Approved	Attorney Service	Chiarito, Tracie	46.46	0.00	1.00	46.46
	OneLegal Order #29222504 - file Stip to Cont MFA						
10-16-2026	Approved	Attorney Service	Chiarito, Tracie	200.00	0.00	1.00	200.00
	Estimated cost to file MFA and supporting documents						

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00442 Russell v Dignity Health (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
David Russell							
14000-00442 Russell v Dignity Health							
11-09-2026	Approved	Attorney Service	Chiarito, Tracie	144.00	0.00	1.00	144.00
	Estimate cost for Courtcall for MFA						
						Project Total	**19,605.66**
						Client Total	**19,605.66**
						Grand Total	**19,605.66**

EXHIBIT “C”