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SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

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BY: Kristen Collier Kosmatka, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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]

~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND ENTRY OF JUDGMENT

Plaintiff David Russell's Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement") came for a hearing in the above-entitled court. The Final Approval Motion was unopposed by Defendant Dignity Health ("Defendant").

Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is approved. Due and adequate notice having been given to the Class, and the Court having considered the

Settlement Agreement, all papers filed and proceedings had herein and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this Action, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter over this Action, Class Representative David Russell, the Class Members, and Defendant.

3. For purposes of effectuating this Order and Judgment, this Court has certified the following class: "All former employees of Defendant in California who, at any time during the Class Period of October 2, 2016, through March 1, 2026, (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." The Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

4. As set forth in the Settlement Agreement, Aggrieved Employees includes: "All former employees of Defendant in California who, at any time during the PAGA Period of October 2, 2019, through March 1, 2026, (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."

5. The Court finds that the distribution of the Class Notice, as provided for in the Order Granting Preliminary Approval of the Settlement, constituted the best notice practicable under the circumstances to all Class Members and fully met the requirements of California law and due process under the California and United States Constitution. Based on evidence and other material submitted, the actual notice to the class was adequate.

6. The Court finds that the instant Action presented a good faith dispute of the claims alleged, and the Court finds in favor of settlement approval.

7. The Released Class Claims on behalf of the Participating Class Members included: "any and all claims against the Released Parties 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."

8. The Released PAGA Claims on behalf of the Aggrieved Employees included: "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."

9. There were no objections and/or Requests for Exclusion to the Settlement. Thus, all Class Members are Participating Class Members, who are entitled to an Individual Class Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

10. The Court approves the Settlement, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

11. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

12. With respect to the Class and for purposes of approving this Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class Members, and there is a well-defined community of interest among the Class Members with respect to the subject matter of the Action; (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class Representative has fairly and adequately protected the interests of the Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the Plaintiff in his individual and representative capacity and for the Class.

13. By this Judgment, the Class Representative shall release, relinquish, and discharge, and each of the Participating Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Class Claims, as defined in the Settlement Agreement.

14. Neither the Settlement Agreement nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement

or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or Participating Class Members as an admission of, or evidence of, the validity of any of the Released Class Claims, or of any wrongdoing or liability of Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class Representative or Participating Class Members as an admission of, or evidence of, any fault or omission of Defendant or any of the other Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or any of the other Released Parties may file the Settlement Agreement and/or the Judgment from this Action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

15. The Settlement Amount to be paid under the Settlement Agreement is $475,000. From this amount, Class Counsel sought attorney's fees of $200,000 and litigation expenses of $19,605.66, a Service Award to Class Representative David Russell of $10,000, a payment to the Settlement Administrator, ILYM Group, of $15,950, and $22,500 to the LWDA for PAGA penalties and $7,500 to the Aggrieved Employees for PAGA Penalties. Defendant does not oppose these requests. In addition, and concurrently with paying the Settlement Amount, Defendant shall separately pay all employer payroll taxes owed on the wage portion of the Individual Class Payments, which shall be reported through the Settlement Administrator. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

A. $200,000.00 to Class Counsel for attorneys' fees;

B. $19,605.66 to Class Counsel for litigation expenses;

C. $10,000 to Class Representative David Russell as a Service Award;

D. $15,950 to the Settlement Administrator, ILYM Group;

E. $22,500 to the LWDA;

F. $7,500 to the Aggrieved Employees on an equal basis;

G. After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

16. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA Payments and issue all payments within in accordance with the Settlement Agreement and this Order/Judgment.

17. Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [*insert date*], 2026, the Superior Court of California for the County of San Bernardino entered Judgment in the case entitled *Russell v. Dignity Health,* Case No. CIVDS2021522, on behalf of all former employees of Defendant in California who, at any time during the Class Period of October 2, 2016, through March 1, 2026, (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."

18. Defendant is directed to fund the Settlement Amount in accordance with the Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Class Payments from the Net Settlement Amount, as well as the Aggrieved Employees Individual PAGA payment, and issue all payments within in accordance with the Settlement Agreement. The Class Members shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. In the

event that a Participating Class Member or Aggrieved Employee does not negotiate a check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall promptly be issued to the State Controller's Office for the State of California in the name of the person after the check cashing deadline expires.

19. The following dates shall govern for purposes of this implementing this Order/Judgment:

TDB (*Approx. November 9, 2026*)	Final Approval Order is entered
70 Days After Order is Entered (*Approx. January 18, 2027*)	Effective Date Occurs
15 Days After Effective Date (*Approx. February 2, 2027*)	Defendant is ordered to fund the Settlement Amount plus Defendant's share of payroll taxes owed on Individual Class Payments.
10 Days After Receipt of Funding (*Approx. February 12, 2027*)	Settlement Administrator to issue all payments.
180 Days After Payment (*Approx. August 11, 2027*)	180-day deadline for Participating Class Members and Aggrieved Employees to cash the settlement checks
75 Days After Payment (*Approx. October 25, 2027*)	Deadline to file Declaration by Administrator describing: (i) the date the checks were mailed, (ii) the total number of checks mailed to Participating Class Members and Aggrieved Employees, (iii) the number of checks that were uncashed, (iv) the total value of those uncashed checks, and (v) date and amount of funds issued to the State Controller.
Date: 11/9/27 Time: 9:00 a.m.	Final Disbursement Hearing *(Proposed Date of November 9, 2027)*

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20. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: 11/9/26

Hon. Joseph B. Widman