

## **EXHIBIT 13**

**[Proposed] Order and Final Judgment**

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8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **OAKLAND DIVISION**

11 STARLA ROLLINS and PATRICIA WILSON, on  
12 behalf of themselves, individually, on behalf of all  
13 others similarly situated, and on behalf of the  
14 Dignity Plan,

15 Plaintiffs,

16 MICHELLE HALL, JENIFER HEINER, and  
17 CHRISTINE MONTOYA,

18 Intervenor Plaintiffs,

19 v.

20 DIGNITY HEALTH, a California Non-profit  
21 Corporation, HERBERT J. VALLIER, an individual,  
22 DARRYL ROBINSON, an individual the Dignity  
23 Health Retirement Plans Subcommittee, and JOHN  
24 and JANE DOES, each an individual, 1-20,

25 Defendants.

No. 13-CV-1450 JST

**[PROPOSED] ORDER AND FINAL  
JUDGMENT**

Judge: Honorable Jon S. Tigar

26 This Action involves the claims for alleged violations of the Employee Retirement Income  
27 Security Act of 1974, as amended (“ERISA”), 29 U.S.C. §§ 1001 *et seq.*, set forth in Plaintiffs’ Second  
28 Amended Class Action Complaint (“Complaint”) dated September 27, 2018, ECF No. 268, with respect

1 to the Dignity Health Pension Plan (“Plan”).<sup>1</sup> The parties entered into a Second Restated and Amended  
 2 Class Action Settlement Agreement dated April 13, 2021, which was filed on April 16, 2021,  
 3 ECF No. 306.

4 The Court previously entered an Order Granting Preliminary Approval of Class Action  
 5 Settlement (“Preliminary Approval Order”) dated October 19, 2021, preliminarily certifying a putative  
 6 class and subclass in this Action for settlement purposes, ordering a Class Notice to be mailed and  
 7 published on the internet, scheduling a Final Approval Hearing for March 3, 2022, at 2:00 p.m. PST,  
 8 and providing Settlement Class Members with an opportunity to object to the proposed Settlement.

9 This Court held a Final Approval Hearing on March 3, 2022, at 2:00 p.m. PST, to determine  
 10 whether to give final approval to the proposed Settlement.

11 Due and adequate notice having been given to the Settlement Class as required in the Order, and  
 12 the Court having considered the Settlement Agreement, all papers filed and proceedings held herein, and  
 13 good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as  
 14 follows:

15 1. The Court has jurisdiction over the subject matter of this Action and all parties to the  
 16 Action, including all Settlement Class Members.

17 2. The Class this Court previously certified preliminarily in its Preliminary Approval Order  
 18 is hereby finally certified for settlement purposes under Federal Rule of Civil Procedure (“Rule”)  
 19 23(b)(1) and/or (b)(2). The Settlement Class consists of:

20 All participants, former participants, or beneficiaries of the Dignity Health Pension Plan  
 21 as of the date of full execution of the Settlement Agreement.

22 Settlement Agreement § 1.32. The “Effective Date of Settlement,” as defined at Section 1.14 of the  
 23 Settlement Agreement, is the date on which this Order and Final Judgment becomes Final, as “Final” is  
 24 defined at Section 1.16 of the Settlement Agreement.

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27 <sup>1</sup> This Order incorporates by reference the definitions in the Second Restated and Amended Class Action  
 28 Settlement Agreement (“Settlement” or “Settlement Agreement”), and all terms used herein shall have  
 the same meanings as set forth in the Settlement Agreement unless set forth differently herein. The  
 terms of the Settlement are fully incorporated in this Judgment as if set forth fully herein.

1           3.       The Court finds that the Settlement Class meets all requirements of Rule 23(a) for  
2 certification of the class claims alleged in the Complaint, including (a) numerosity; (b) commonality;  
3 (c) typicality; and (d) adequacy of the class representatives and Class Counsel.

4           4.       Additionally, the prerequisites of Rule 23(b)(1) have been satisfied, since the prosecution  
5 of separate actions by individual Settlement Class Members would create a risk of (i) inconsistent or  
6 varying adjudication which would establish incompatible standards of conduct for Defendants; and  
7 (ii) adjudications with respect to individual Settlement Class Members, which would, as a practical  
8 matter, be dispositive of the interests of the other members not parties to the adjudications or would  
9 substantially impair or impede their ability to protect their interests.

10          5.       Alternatively, the prerequisites of Rule 23(b)(2) have been satisfied, since Defendants  
11 have acted or refused to act on grounds generally applicable to the Settlement Class, thereby making  
12 appropriate final injunctive relief or corresponding declaratory relief with respect to the Settlement Class  
13 as a whole.

14          6.       Pursuant to Rule 23(a), the Court finds that Plaintiffs Starla Rollins and Patricia Wilson  
15 are Settlement Class Members, their claims are typical of those of the Settlement Class, and they fairly  
16 and adequately protected the interests of the Settlement Class throughout the proceedings in this Action.  
17 Accordingly, the Court hereby appoints Starla Rollins and Patricia Wilson as Settlement Class  
18 representatives.

19          7.       Having considered the factors set forth in Rule 23(g)(1), the Court finds that Class  
20 Counsel have fairly and adequately represented the Settlement Class for purposes of entering into and  
21 implementing the Settlement, and thus, hereby appoints Keller Rohrbach L.L.P. and Cohen Milstein  
22 Sellers & Toll PLLC as Class Counsel to represent the Settlement Class Members.

23          8.       The appointment of Class Counsel and the appointment of the Plaintiffs as Settlement  
24 Class representatives are fully and finally confirmed.

25          9.       The Vesting Subclass that this Court previously certified preliminarily in its Preliminary  
26 Approval Order is hereby finally certified for settlement purposes under Federal Rule of Civil Procedure  
27 (“Rule”) 23(b)(1) and/or (b)(2). The Vesting Subclass consists of:  
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1 The members of the Settlement Class who are former Participants in the Cash Balance  
2 portion of the Plan who terminated employment on or after April 1, 2013, and on or  
3 before March 27, 2019, and completed at least three (3) but less than five (5) years of  
vesting service.

4 Settlement Agreement § 1.36.

5 10. The Court finds that the Vesting Subclass meets all requirements of Rule 23(a) for  
6 certification of the class claims alleged in the Complaint, including (a) numerosity; (b) commonality;  
7 (c) typicality; and (d) adequacy of the class representatives and Vesting Subclass Counsel.

8 11. Additionally, the prerequisites of Rule 23(b)(1) have been satisfied, since the prosecution  
9 of separate actions by individual Vesting Subclass Members would create a risk of (i) inconsistent or  
10 varying adjudication which would establish incompatible standards of conduct for Defendants; and  
11 (ii) adjudications with respect to individual Vesting Subclass Members, which would, as a practical  
12 matter, be dispositive of the interests of the other members not parties to the adjudications or would  
13 substantially impair or impede their ability to protect their interests.

14 12. Alternatively, the prerequisites of Rule 23(b)(2) have been satisfied, since Defendants  
15 have acted or refused to act on grounds generally applicable to the Vesting Subclass, thereby making  
16 appropriate final injunctive relief or corresponding declaratory relief with respect to the Vesting  
17 Subclass as a whole.

18 13. Pursuant to Rule 23(a), the Court finds that Intervenor Michelle Hall, Jenifer Heiner, and  
19 Christine Montoya are Vesting Subclass Members, their claims are typical of those of the Vesting  
20 Subclass, and they fairly and adequately protected the interests of the Vesting Subclass throughout the  
21 proceedings in intervention in this Action. Accordingly, the Court hereby appoints Michelle Hall, Jenifer  
22 Heiner, and Christine Montoya as Vesting Subclass representatives.

23 14. Having considered the factors set forth in Rule 23(g)(1), the Court finds that Vesting  
24 Subclass Counsel has fairly and adequately represented the Vesting Subclass for purposes of entering  
25 into and implementing the Settlement, and thus, hereby appoints Iazard, Kindall & Raabe LLP as Vesting  
26 Subclass Counsel to represent the Vesting Subclass.

1           15.     The appointment of Class Counsel and Vesting Subclass Counsel, the appointment of the  
2     Plaintiffs as Settlement Class representatives, and the appointment of Intervenor as Vesting Subclass  
3     representatives, are fully and finally confirmed.

4           16.     The Court directed that Class Notice be given pursuant to the Class Notice Program  
5     proposed by the parties and approved by the Court. In accordance with the Court's Preliminary  
6     Approval Order, on or before December 2, 2021, Class Counsel and Vesting Subclass Counsel posted the  
7     Settlement Agreement and Class Notice to the Settlement websites: [www.kellersettlements.com](http://www.kellersettlements.com),  
8     [www.cohenmilstein.com/dignity-settlement](http://www.cohenmilstein.com/dignity-settlement), and <https://ikrlaw.com/file/DignityHealth>; and (2) on or  
9     before December 2, 2021, Dignity, through its agent Angeion, mailed 58,872 copies of the Class Notice  
10    to Settlement Class Members; and (3) on or about December 2, 2021, Dignity emailed 55,453 notices to  
11    the last known email address of members of the Settlement Class who had authorized the Plan to  
12    communicate with them by email.

13          17.     The Class Notice advised Settlement Class Members of: the terms of the Settlement; the  
14    Final Approval Hearing and the right to appear at such Final Approval Hearing; the inability to opt out  
15    of the Settlement Class or the Vesting Subclass; the right to object to the Settlement, including the right  
16    to object to the Settlement or the application for an award of attorneys' fees and reimbursement of  
17    expenses; the procedures for exercising such rights; and the binding effect of this Judgment, whether  
18    favorable or unfavorable, on the Settlement Class, including the scope of the Released Claims described  
19    in Section 3.1 of the Settlement Agreement.

20          18.     The Class Notice Program met all applicable requirements of the Federal Rules of Civil  
21    Procedure, the United States Code, the United States Constitution, 28 U.S.C. § 1715, and any other  
22    applicable law. The Court further finds that the Class Notice Program approved by the Court complied  
23    with the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, and that it constituted the best  
24    practicable notice under the circumstances. The Court further finds that the form of mailed Class Notice  
25    was concise, clear, and in plain, easily understood language, and was reasonably calculated to apprise of  
26    the pendency of the Action; the claims, issues and defenses of the Settlement Class and the Vesting  
27    Subclass; the definitions of the Settlement Class and Vesting Subclass certified; the right to object to the  
28    proposed Settlement; the right to appear at the Final Approval Hearing, through counsel if desired; and

the binding effect of a judgment on members of the Settlement Class and the Vesting Subclass, including the scope of the Released Claims described in Section 3.1 of the Settlement Agreement. The Court further finds that the form of emailed notice was concise, clear, and in plain, easily understood language, prominently identifies who is in the Class and notifies them of the Settlement; refers them to the full Class Notice; and hyperlinks to three settlement websites that contain the Class Notice and the Settlement Agreement itself. It further summarizes the nature of the case and the Settlement terms, including its benefits, releases, and proposed attorneys' and incentive fee awards; notifies Class members of the objection deadline and the date of the Fairness Hearing; and provides email and telephone numbers to contact Class Counsel or Vesting Subclass Counsel.

19. The Court finds after the Final Approval Hearing, and based upon all submissions of the parties and interested persons, that the parties' proposed Settlement is fair, reasonable, and adequate. The Court also finds that the proposed Settlement is consistent with and in compliance with all applicable requirements of the Federal Rules of Civil Procedure, the United States Code, and the United States Constitution, and other applicable law. In so finding, the Court has considered and found that:

- a) The Settlement provides for significant benefit to the Plan and provides substantial financial and procedural protections for payment of Accrued Benefits to the Settlement Class.
- b) The Settlement provides for significant financial benefit to members of the Vesting Subclass.
- c) The Settlement provides for significant financial benefit to the PEP Plus Claimants.
- d) The terms and provisions of the Settlement were entered into by experienced counsel and only after extensive, arm's-length negotiations conducted in good faith and with the assistance of an experienced third party mediator, Jill S. Sperber, Esq., of Judicate West. The additional terms and provisions of the Settlement affecting only the Vesting Subclass were subsequently negotiated, after the Court authorized the Intervenor to be added to the case, between experienced counsel for Defendants and the Intervenor, and only after extensive, arm's-length negotiations conducted in good faith. The Settlement is not the result of collusion.

e) The negotiations were supported by a robust investigation before commencement of the Action; review of financial statements, corporate records, and other documents publicly available and/or produced by Defendants during discovery; the production and review of confidential documents protected by Federal Rule of Evidence 408 during discovery; the production and review of confidential mediation-privileged documents during mediation; the production to and review by Intervenor's counsel of confidential documents subject to Rule 408 protection; extensive motion practice in this Action; appellate proceedings in the Ninth Circuit Court of Appeals and the United States Supreme Court; and the United States Supreme Court's decision on statutory issues in this Action.

f) Approval of the Settlement will result in substantial savings of time, money, and effort for the Court and the parties and will further the interests of justice. Defendants denied and continue to deny Plaintiffs' claims and allegations, and raised various factual and legal arguments in support of their vigorous defense in this Action.

Accordingly, the Settlement shall be and hereby is approved and is given binding effect.

20. All Settlement Class Members, including all Vesting Subclass members, are bound by this Judgment and by the terms of the Settlement, including the scope of the Released Claims described in Section 3.1 of the Settlement Agreement.

21. The Settlement, this Judgment, and/or the fact of Settlement does not constitute an admission by any of the parties of any liability, wrongdoing, or violation of law, damages or lack thereof, or of the validity or invalidity of any claim or defense asserted in the Action. If the Settlement Agreement is not upheld on appeal, or is otherwise terminated for any reason, the Settlement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any party and shall not be deemed or construed to be an admission by any party of any fact, matter, or position of law; and all parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.



22. “Releasees” shall mean: CommonSpirit Health, a Colorado nonprofit corporation, the CommonSpirit Health Board of Stewardship Trustees, Dignity Health, the Dignity Health Board of Directors, the current and former members of the Dignity Health Board of Directors, the current and former Sponsoring Congregations of Dignity Health, the current and former members of the Sponsoring Congregations of Dignity Health, the Retirement Plans Sub-Committee (the “Sub-Committee”), current and former members of the Sub-Committee, the Human Resources and Compensation Committee of the Board of Directors of Dignity Health (the “HR Committee”), current and former members of the HR Committee, the Investment Committee of the Board of Directors of Dignity Health, (the “Investment Committee”), current and former members of the Investment Committee, Darryl Robinson, Herb Vallier, Dignity Community Care, a Colorado nonprofit corporation, all entities that were or are considered to be a single employer with Dignity Health under Internal Revenue Code § 414, and the subsidiaries, affiliates, employees, agents, directors, officers, members, insurers, legal representatives and successors of the entities or persons mentioned in this section. Settlement Agreement § 1.30.

23. “Released Claims” shall mean: Any and all known or unknown, actual or potential claims, actions, causes of action, demands, obligations, liabilities, attorneys’ fees, expenses and costs arising out of or related to the allegations of the Complaint that were brought or could have been brought as of the date of the Settlement Agreement by any member of the Settlement Class, including any current or prospective challenge to the Church Plan status of the Plan, except that the Released Claims are not intended to include the release of any of the following:

- (a) Any rights or duties arising out of the Settlement Agreement, including the express warranties and covenants in the Settlement Agreement;
- (b) Individual claims for benefits brought under state law, provided that no Settlement Class member shall challenge the Plan’s status as a Church Plan. For the avoidance of doubt, this release by the Settlement Class includes any and all state law claims that were alleged, or could have been alleged, in the Action;
- (c) Claims related to any other plan that is merged, adopted, or consolidated into the Dignity Plan after the Term Sheet Date and before the Effective Date of Settlement;

(d) Any claim arising under ERISA with respect to any event occurring after: (i) the Internal Revenue Service issues a written ruling that the Plan does not qualify as a Church Plan which is not subject to challenge or appeal and is not subject to correction under 29 U.S.C. § 1002 (33)(D); (ii) the Plan Sponsor elects to be governed by ERISA; or (iii) an amendment to ERISA is enacted and becomes effective as a law of the United States that applies to, and is binding upon, the Plan and that eliminates the Church Plan exception.

Settlement Agreement § 3.1.1.

24. It is further ordered that, pursuant to Section 3.2 and subject to Section 9 of the Settlement Agreement as to termination of the Settlement Agreement, upon the Effective Date of Settlement, Plaintiffs on behalf of themselves and on behalf of the Settlement Class, and Intervenor on behalf of themselves and on behalf of the Vesting Subclass, (A) absolutely and unconditionally release and forever discharge the Releasees and each of them from any and all Released Claims that Plaintiffs or the Settlement Class have or may have and (B) covenant and agree: (i) not to file against any of the Releasees any claim based on, related to, or arising from any Released Claim; and (ii) that the foregoing covenants and agreements shall be a complete defense to any such claim against any Releasee.

25. It is further ordered that, pursuant to Section 3.4 and subject to Section 9 of the Settlement Agreement as to termination of the Settlement Agreement, upon the Effective Date of Settlement, Defendants absolutely and unconditionally release and forever discharge the Plaintiffs, the Settlement Class and Plaintiffs' Counsel from any and all claims relating to the institution or prosecution of the Action.

26. Class Counsel is hereby awarded attorneys' fees pursuant to Rule 23(h), in the amount of \$\_\_\_\_\_.00, which the Court finds to be fair and reasonable, and \$\_\_\_\_\_.00 in reimbursement of Class Counsel's reasonable expenses incurred in prosecuting the Action.

27. Vesting Subclass Counsel is hereby awarded attorneys' fees pursuant to Rule 23(h), in the amount of \$\_\_\_\_\_.00, which the Court finds to be fair and reasonable, and \$\_\_\_\_\_.00 in reimbursement of Vesting Subclass Counsel's reasonable expenses incurred in prosecuting the Action.

29. Plaintiffs Starla Rollins and Patricia Wilson are hereby awarded Incentive Awards in the amount of \$\_\_\_\_\_.00 each, which the Court finds to be fair and reasonable.

30. Intervenor Michelle Hall, Jenifer Heiner and Christine Montoya are hereby awarded Incentive Awards in the amount of \$\_\_\_\_\_.00 each, which the Court finds to be fair and reasonable.

31. Incentive Awards so awarded in paragraphs 29 and 30 hereof shall be paid by Defendants, pursuant to the terms of the Settlement Agreement.

32. The Court retains jurisdiction over the implementation, administration and enforcement of this Judgment and the Settlement and all matters ancillary thereto.

33. The Court hereby dismisses with prejudice the Action and all Released Claims identified in Section 3.1 of the Settlement against each and all Released parties and without costs to any of the parties as against the others, except to the extent any costs are included in the Court's award of expenses in paragraphs 26 or 27 hereof.

34. The Court finds that no reason exists for delay in ordering final judgment, and the Clerk is hereby directed to enter this Judgment forthwith.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Hon. Jon S. Tigar  
United States District Court Judge