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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 IN AND FOR THE COUNTY OF ALAMEDA

15 DISTRICT COUNCIL #16 NORTHERN
16 CALIFORNIA HEALTH AND WELFARE
17 TRUST FUND, individually and on Behalf of
18 All Others Similarly Situated,

19 Plaintiffs,

20 vs.

21 SUTTER HEALTH; SUTTER BAY
22 HOSPITALS; MARINHEALTH MEDICAL
23 CENTER; SUTTER COAST HOSPITAL;
24 SUTTER VALLEY HOSPITALS; SUTTER
25 BAY MEDICAL FOUNDATION; SUTTER
26 VALLEY MEDICAL FOUNDATION, and
27 DOES 1-100.

28 Defendants

Case No. RG15753647

ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Honorable Michael Markman
DEPT: 23

[PROPOSED] FINAL JUDGMENT AND ORDER

Date: July 24, 2025
Time: 10:00 a.m.
Reservation No: A-15753647-022

Date Filed: January 6, 2015

1 This court granted final approval to the class action settlement and entered its order
2 granting Class Counsel's motion for final approval of class action settlement. Unless otherwise
3 specified capitalized terms in the Order and Judgment have the same definition as used in the
4 Settlement Agreement.

5 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

6 1. This court has jurisdiction over the allegations and subject matter of the complaint
7 filed in this Action, and the parties to this Action; and this court has jurisdiction to enter this
8 judgment.

9 2. The Court shall retain exclusive and continuing jurisdiction as set forth in
10 California Rule of Court 3.769(h), over the implementation, enforcement, and performance of the
11 Settlement Agreement, and shall have jurisdiction over any suit, action, proceeding, or dispute
12 arising out of or relating to the Settlement Agreement, Settlement Fund, this Final Judgment and
13 Order, or the applicability of this Settlement Agreement that cannot be resolved by negotiation by
14 the parties.

15 3. The Class is defined as "All self-funded payers that (1) are citizens of California
16 [as of January 6, 2015] or state and local governmental entities of the State of California and (2)
17 compensated Sutter for any anesthesia services other than conscious sedation administered in
18 operating rooms at its acute care hospitals at any time from January 1, 2003 to December 31,
19 2013" pursuant to California Rule of Court 3.771(a). Excluded from the Class are all self-funded
20 payers that opted out of the Class by the Court-ordered opt-out deadline of June 7, 2022 and any
21 entity in which the self-funded payer is a health plan offered by Sutter Health to its employees or
22 a plan where a Sutter Health affiliate is financially responsible for the claims paid by the self-
23 funded health plan.

24 4. The Court approves the Settlement Agreement between the parties and finds it to
25 be fair within the meaning of California Rule of Court 3.769. The parties are directed to proceed
26 as outlined in the Settlement Agreement, Plan of Notice, and Plan of Allocation.

27 5. Pursuant to California Rule of Court 3.771(b), the Court directs that no separate,
28 additional Class notice is necessary beyond what is prescribed in the Final Approval Order.

1 6. The Notice ordered by the Court and carried out by Class Counsel or its
2 Settlement Administrator constitutes due, adequate and sufficient notice and satisfies the
3 requirements of due process and California law.

4 7. Those entities listed in the Order granting final approval of the settlement (“Final
5 Approval Order”) who have timely and validly requested exclusion from the class are so
6 excluded for all purposes, are not bound by the Settlement Agreement, the Final Approval Order,
7 or this Final Judgment and Order and may not make any claim for a distribution from the
8 Settlement Fund or receive any benefit from the Settlement Agreement.

9 8. The parties have negotiated and executed a full release of their respective claims,
10 to the fullest extent of the law. The Court finds the release of claims as outlined in the Settlement
11 Agreement is binding and effective on Defendants, Plaintiff and Class Members as of the date
12 Sutter fully pays the Settlement Fund in accordance with the Settlement Agreement.

13 9. The Court sets a final accounting and compliance hearing for _____, 2026, in
14 Department 23 of this Court. Class Counsel shall submit a compliance report that includes a
15 summary accounting of the Settlement Fund and the status of any unresolved issues at least five
16 court days before the hearing.

17 10. There is no just reason to delay the entry of this Final Judgment and Order as a
18 final judgment in this Action. Accordingly, the Clerk of the Court is directed to immediately
19 enter this Final Judgment in this Action.

20
21 **IT IS SO ORDERED.**

22
23 Dated: _____

24 Honorable Michael Markman
25 Judge of the Superior Court
26
27
28