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FILED
Superior Court of California
County of Alameda
09/16/2025
Clad Flake, Executive Officer / Clerk of the Court
By:  Deputy

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

**REVISED ~~[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 matter came for hearing on July 24, 2025, at 10:00 a.m. in Department 23 of the
2 above court, the Honorable Michael Markman presiding, on District Council #16 Northern
3 California Health and Welfare Trust Fund’s (“DC16”) motion for final approval of a class-action
4 settlement, attorneys’ fees, costs, and a class representative service award.

5 DC16 and the Class and Defendants Sutter Health, Sutter Bay Hospitals, Sutter Valley
6 Hospitals, MarinHealth Medical Center, Sutter Coast Hospital, Sutter Bay Medical Foundation,
7 and Sutter Valley Medical Foundation (collectively “Sutter” or “Defendants”) entered into the
8 Settlement Agreement subject to this court’s approval. The terms of the settlement are set forth in
9 the Settlement Agreement attached to the Declaration of Arthur N. Bailey, Jr. as Exhibit A.

10 Having considered all papers submitted in support of the motion, and argument
11 considered, and for good cause appearing, the Court on August 11, 2025, issued the “Order re:
12 Ruling on Submitted Matter filed by District Council #16 Northern California Health and Welfare
13 Trust Fund (Plaintiff) on 03/05/2025” **GRANTING** DC16’s Motion for Final Approval of Class
14 Action Settlement, Attorneys’ Fees, Costs, and Class Representative Service Award” (“Final
15 Approval Order”), and hereby orders and makes the following findings and determinations.

16 **THE COURT FINDS AND HEREBY ORDERS THAT:**

17 1. The Court has jurisdiction over the allegations and subject matter of the complaint
18 filed in this Action, and the parties to this Action; and this court has jurisdiction to enter this
19 judgment.

20 2. The Court incorporates the Settlement Agreement by reference and all capitalized
21 terms in the Order have the same meaning as set forth in the Settlement Agreement unless
22 otherwise specified.

23 3. The Court finds and determines the Settlement is fair, reasonable, and adequate.
24 The Settlement is finally approved pursuant to California Rule of Court 3.769(a). The parties are
25 directed to proceed in accordance with the terms and provisions of the Settlement Agreement, the
26 Plan of Notice, and the Plan of Allocation. The Settlement is approved despite a low response
27 rate because (1) the data produced in the case was insufficient to identify actual class members
28 which resulted in notice being mailed to the broad group of all identifiable self-funded payers in

1 California, (2) the health plan membership data needed to be supplied to compute their share of
2 the settlement fund may not have been available to many class members because the class period
3 is from 2003 through 2013, and (3) class member information provided in public filings in a
4 similar class action against Sutter Health with essentially the same class of self-funded payers
5 consisted of an estimated 2,000 class members.

6 4. The Court finds that any agreement, express or implied, that has been entered into
7 with respect to the payment of attorneys' fees or submission of the application for attorneys' fees
8 has been set forth pursuant to California Rule of Court 3.769(b).

9 5. The Class is defined as "All self-funded payers that (1) are citizens of California
10 [as of January 6, 2015] or state and local governmental entities of the State of California and (2)
11 compensated Sutter for any anesthesia services other than conscious sedation administered in
12 operating rooms at its acute care hospitals at any time from January 1, 2003 to December 31,
13 2013" pursuant to California Rule of Court 3.771(a). Excluded from the Class are all self-funded
14 payers that opted out of the Class by the Court-ordered opt-out deadline of June 7, 2022 and any
15 entity in which the self-funded payer is a health plan offered by Sutter Health to its employees or
16 a plan where a Sutter Health affiliate is financially responsible for the claims paid by the self-
17 funded health plan.

18 6. The Court finds and determines the four Class Members who validly and timely
19 requested exclusion from the Class are excluded from the Settlement: General Production Service
20 of California, Inc., Long Valley Community Services District, Inland Empire Utilities Agency,
21 and Bloom Energy Corporation. These entities are excluded for all purposes and are not bound by
22 the Settlement Agreement, Final Approval Order, this Final Judgment and Order, and may not
23 make any claim for a distribution from the Settlement Fund or receive any benefit from the
24 Settlement Agreement.

25 7. The Court finds and determines the manner and form of the Notice as previously
26 approved and ordered by the court in its order granting preliminary approval was reasonably
27 calculated to fully and accurately inform all Class Members of all material elements of the
28 proposed Settlement and of their opportunity to object or comment thereon, was the best notice

1 practicable under the circumstances, was valid, due and sufficient notice to all Class Members;
2 and met the requirements of due process and the laws of the State of California. A full and fair
3 opportunity has been afforded to Class Members to participate in this hearing, and all Class
4 Members and others wishing to be heard have been heard and no objections were made.

5 Accordingly, the Court finds and determines that all Class Members who did not timely and
6 properly request exclusion from the Class are bound by this order and the resulting Judgment.

7 8. The Court finds and determines the manner of providing notice complied with the
8 Court's Order granting preliminary approval and the requirements of California Rule of Court
9 3.769(f).

10 9. Pursuant to California Rule of Court 3.771(b), the Court directs that no separate,
11 additional Class notice is necessary beyond what is prescribed in this Final Judgment and Order.

12 10. The Court finds and determines that pursuant to the Notice approved by the Court
13 in its order granting preliminary approval, all self-funded payors that were citizens of California
14 on January 6, 2015, or state and local governmental entities of the State of California that
15 compensated Sutter Health for anesthesia services administered in Sutter hospitals between 2003
16 and 2013, with minor exclusions, were permitted to submit a claim during the claims period.

17 11. Eligible Class Members who submit valid claims may receive a *pro rata*
18 distribution out of the Settlement Fund. The Court finds and determines the Plan of Notice and
19 Plan of Allocation are adequate to afford each Class Member a reasonable opportunity to secure
20 an appropriate portion of the monetary relief. Given the fact membership data needed to be
21 compiled and provided by Class members to submit claim forms, and there being no objection to
22 their inclusion, the Court grants leave to include the 59 claimants who filed late claims prior to
23 the final approval hearing with the timely filed claimants.

24 12. The Court finds that the Settlement Agreement was the product of arm's length
25 negotiations between experienced counsel. After considering Defendants' potential exposure, the
26 likelihood of success on the class claims the risk, expense, complexity and delay associated with
27 further litigation, the risk of maintaining class certification through trial, the experience and
28 views of Class Counsel, the reaction of the Class to the Settlement as well as other relevant

1 factors, the Court finds and determines that the Settlement is fair, reasonable, and adequate and in
2 the best interests of the Class as a whole, and the Court hereby grants final approval to the
3 Settlement and hereby directs that the Settlement be effected in accordance with the Settlement
4 Agreement and the following terms and conditions.

5 13. The Settlement Fund and any accrued interest, less administration costs, taxes,
6 attorneys' fees and costs, and the service award ("Distribution Amount") shall be distributed
7 pursuant to the Plan of Allocation and the Final Approval Order. Class Counsel shall apply the
8 Plan of Allocation to calculate each claiming Class Member's share of the Distribution Amount,
9 and those shares shall be presented to the Court for approval before checks are mailed to the
10 claiming Class Members.

11 14. Eligible Class Members who submitted valid claims shall have 90 days to cash
12 any checks they receive. Any uncashed checks will be redistributed to the other Class Members
13 according to the terms of the Settlement Agreement.

14 15. Any funds remaining in the Settlement Fund after redistribution is unsuccessful
15 shall be distributed *cy pres* to Community HealthWorks and Journey Health pursuant to the terms
16 of the Settlement Agreement. Unclaimed funds should not be distributed to the designated
17 recipients until the Court approves the final accounting.

18 16. Huntington National Bank is the Escrow Agent. Pursuant to the direction of Class
19 Counsel, it shall distribute the Settlement Fund to Settlement Administrator JND Legal
20 Administration LLC to pay administration costs, taxes, and the Distribution Amount. Upon court
21 approval and pursuant to the direction of Class Counsel, it shall distribute the attorneys' fees and
22 costs.

23 17. Notice of final judgment shall be provided by posting this Final Judgment and
24 Order on the settlement website as soon as practicable after the entry of this order. The document
25 shall be posted for a period of not less than 60 days from the date this Final Judgment and Order
26 is entered.

27 18. Class Counsel seeks attorneys' fees of \$2,490,342.82 or 30% of the Settlement
28 Fund net of costs. In view of the risks associated with the case, the difficulty of the case, the skill

1 of counsel, awards in similar cases, and the contingent nature of Class Counsel's representation,
2 the court finds this award of attorneys' fees to be appropriate, and awards \$2,490,342.82 in
3 attorneys' fees. Ten percent of the attorneys' fee award shall be held separately in an escrow
4 account until completion of the distribution process and court approval of the final accounting.

5 19. Class Counsel seeks \$2,514,857.27 in actual costs. The court finds the requested
6 amount to be to be fair and reasonable, and the court awards \$2,514,857.27 in costs to be paid
7 from the Settlement Fund in accordance with the Settlement Agreement.

8 20. The Court awards up to \$184,000.00 to pay settlement notice and administration
9 costs. Payment will require court approval in the event any additional settlement administration
10 costs are incurred.

11 21. Plaintiff DC16 seeks an enhancement payment of \$10,000.00. The court finds this
12 amount fair and reasonable and awards \$10,000.00 to be paid to Plaintiff DC16 from the
13 Settlement Fund in accordance with the Settlement Agreement.

14 22. The parties have negotiated and executed a full release of their respective claims,
15 to the fullest extent of the law. The Court finds the release of claims as outlined in the Settlement
16 Agreement is binding and effective on Defendants, Plaintiff and Class Members as of the date
17 Sutter fully pays the Settlement Fund in accordance with the Settlement Agreement. The
18 Settlement Agreement, Final Approval Order, and this Final Judgment and Order are binding on,
19 and have res judicata and preclusive effect in, all pending and future lawsuits and other
20 proceedings that encompass the Released Claims.

21 23. Except as necessary to enforce the Settlement Agreement, nothing related to the
22 Settlement Agreement shall be admissible as evidence of any liability or evidence of any
23 concessions or admissions by Defendants about the claims in this case.

24 24. All Claims are dismissed with prejudice.

25 25. The Court shall retain exclusive and continuing jurisdiction as set forth in
26 California Rule of Court 3.769(h), over the implementation, enforcement, and performance of the
27 Settlement Agreement, and shall have jurisdiction over any suit, action, proceeding, or dispute
28 arising out of or relating to the Settlement Agreement, Settlement Fund, this Final Judgment and


1 Order, or the applicability of this Settlement Agreement that cannot be resolved by negotiation by
2 the parties.

3 26. The Court sets a final compliance hearing regarding distribution and accounting
4 for December 2, 2025, in Department 23 of this Court at 10:00 a.m. Class Counsel shall submit a
5 compliance report that includes a summary accounting of the Settlement Fund and the status of
6 any unresolved issues at least five (5) court days before the compliance hearing. If the report and
7 declaration establish that the distributions are complete, appearances may not be required.

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

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12 **IT IS SO ORDERED.**

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14 Dated: 09/12/2025


15 Honorable Michael Markman
16 Judge of the Superior Court

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Michael Markman / Judge

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PROOF OF SERVICE

I, Arthur Bailey, Jr., declare that I am over the age of eighteen (18) and not a party to the entitled action. I am Of Counsel at the law firm of HAUSFELD LLP, and my office is located at 580 California Street, 12th Floor, San Francisco, California 94104.

On August 15, 2025, I caused to be served a true and correct copy of the following.

- **REVISED [PROPOSED] FINAL JUDGMENT AND ORDER**

via electronic mail on the interested parties in this action at the addresses listed below:

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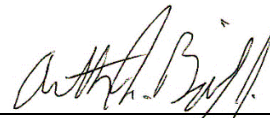
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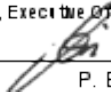
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 15, 2025 at San Francisco, CA.



ARTHUR N. BAILEY JR

| | |
|---|--|
| SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA | Reserved for Clerk's File Stamp |
| COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612 | FILED Superior Court of California County of Alameda 09/16/2025 |
| PLAINTIFF/PETITIONER: District Council #16 Northern California Health and Welfare Trust Fund | Chad Finke, Executive Officer / Clerk of the Court By:  Deputy |
| DEFENDANT/RESPONDENT: Sutter Health et al | P. Bir |
| CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6 | CASE NUMBER: RG15753647 |

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order REVISED [PROPOSED] JUDGMENT AND ORDER entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Chad Finke, Executive Officer / Clerk of the Court

Dated: 09/16/2025

By:



P. Bir, Deputy Clerk

SHORT TITLE: District Council #16 Northern California He VS
Sutter Health

CASE NUMBER: RG15753647

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