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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

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

Plaintiffs,

vs.

SUTTER HEALTH; SUTTER BAY  
HOSPITALS; MARINHEALTH MEDICAL  
CENTER; SUTTER COAST HOSPITAL;  
SUTTER VALLEY HOSPITALS; SUTTER  
BAY MEDICAL FOUNDATION; SUTTER  
VALLEY MEDICAL FOUNDATION, and  
DOES 1-100.

Defendants

Case No. RG15753647

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

**[PROPOSED] ORDER GRANTING  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT,  
ATTORNEYS' FEES, COSTS, AND A  
SERVICE AWARD**

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 as Exhibit A to the Declaration of Arthur N. Bailey, Jr.,  
10 which, if approved, would resolve this action.

11 Having considered all papers submitted in support of the motion, and argument  
12 considered, and for good cause appearing, the Court **HEREBY GRANTS** final approval of the  
13 Settlement and orders and makes the following findings and determinations.

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

15 1. The Court has jurisdiction over the subject matter of this Action and the parties to  
16 this Action.

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

20 3. The Court finds and determines the Settlement is fair, reasonable, and adequate.  
21 The Settlement is ordered finally approved pursuant to California Rule of Court 3.769(a) and  
22 shall be consummated in accordance with the terms and provisions of the Settlement Agreement.

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

26 5. The Court affirms the previous certification of the Class as a Settlement Class  
27 defined as "All self-funded payers that (1) are citizens of California [as of January 6, 2015] or  
28 state and local governmental entities of the State of California and (2) compensated Sutter for any

1 anesthesia services other than conscious sedation administered in operating rooms at its acute  
2 care hospitals at any time from January 1, 2003 to December 31, 2013.”

3 6. The Court finds and determines four Class Members who validly and timely  
4 requested exclusion from the Class are excluded from the Settlement: General Production Service  
5 of California, Inc., Long Valley Community Services District, Inland Empire Utilities Agency,  
6 and Bloom Energy Corporation.

7 7. The Court finds and determines the manner and form of the Notice as previously  
8 approved and ordered by the court in its order granting preliminary approval was reasonably  
9 calculated to fully and accurately inform all Class Members of all material elements of the  
10 proposed Settlement and of their opportunity to object or comment thereon, was the best notice  
11 practicable under the circumstances, was valid, due and sufficient notice to all Class Members;  
12 and met the requirements of due process and the laws of the State of California. A full and fair  
13 opportunity has been afforded to Class Members to participate in this hearing, and all Class  
14 Members and others wishing to be heard have been heard and no objection was sustained.  
15 Accordingly, the Court finds and determines that all Class Members who did not timely and  
16 properly request exclusion from the Class are bound by this order and the resulting Judgment.

17 8. The Court finds and determines the manner of providing notice complied with the  
18 Court’s Order granting preliminary approval and the requirements of California Rule of Court  
19 3.769(f).

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

25 10. Eligible Class Members who submit valid claims may receive a *pro rata*  
26 distribution out of the Settlement Fund. The Court finds and determines the Plan of Notice and  
27 Plan of Allocation are adequate to afford each Class Member a reasonable opportunity to secure  
28 an appropriate portion of the monetary relief.

1           11.     The Court finds that the Settlement Agreement was the product of arm's length  
2 negotiations between experienced counsel. After considering Defendants' potential exposure, the  
3 likelihood of success on the class claims the risk, expense, complexity and delay associated with  
4 further litigation, the risk of maintaining class certification through trial, the experience and  
5 views of Class Counsel, the reaction of the Class to the Settlement as well as other relevant  
6 factors, the Court finds and determines that the Settlement is fair, reasonable, and adequate and in  
7 the best interests of the Class as a whole, and the Court hereby grants final approval to the  
8 Settlement and hereby directs that the Settlement be effected in accordance with the Settlement  
9 Agreement and the following terms and conditions.

10           12.     The Settlement Fund and any accrued interest, less administration costs, taxes, and  
11 attorneys' fees and costs ("Distribution Amount") shall be distributed as follows. The Settlement  
12 Administrator JND Legal Administration LLC ("JND") shall commence attempted distribution of  
13 the Fund Amount as soon as practicable, but no later than 60 days from the date of this order. The  
14 Distribution Amount shall be proportioned equally across the total number of claimants who  
15 submitted a valid claim.

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

19           14.     Any funds remaining in the Settlement Fund after redistribution is unsuccessful  
20 shall be distributed *cy pres* to Community HealthWorks and Journey Health pursuant to the terms  
21 of the Settlement Agreement.

22           15.     Huntington National Bank is the Escrow Agent. Upon court approval and pursuant  
23 to the direction of Class Counsel, it shall distribute the Settlement Fund to JND to pay  
24 administration costs, taxes, and the Distribution Amount. Upon court approval and pursuant to  
25 the direction of Class Counsel, it shall distribute the attorneys' fees and costs.

26           16.     Notice of final judgment shall be provided by posting this order and the final  
27 judgment on the settlement website as soon as practicable after the entry of this order. These  
28 documents shall be posted for a period of not less than 60 days from the date judgment is entered.

1           17.     Class Counsel seeks attorneys' fees of \$2,490,342.82 or 30% of the Settlement  
2 Fund net of costs. In view of the risks associated with the case, the difficulty of the case, the skill  
3 of counsel, awards in similar cases, and the contingent nature of Class Counsel's representation,  
4 the court finds this award of attorneys' fees to be appropriate, and awards \$2,490,342.82 in  
5 attorneys' fees. Ten percent of the attorneys' fee award shall be held by the Settlement  
6 Administrator until completion of the distribution process and court approval of a final  
7 accounting.

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

11           19.     Plaintiff DC16 seeks an enhancement payment of \$10,000. The court finds this  
12 amount fair and reasonable and awards \$10,000 to be paid to Plaintiff DC16 from the Settlement  
13 Fund in accordance with the Settlement Agreement.

14           20.     The Settlement Agreement and the Final Approval Order are binding on, and  
15 have res judicata and preclusive effect in, all pending and future lawsuits and other proceedings  
16 that encompass the Released Claims.

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

20           22.     All Claims are dismissed with prejudice.

21           23.     The Court retains exclusive and continuing jurisdiction regarding the ongoing  
22 administration of the Settlement.

23  
24 **IT IS SO ORDERED.**

25  
26 Dated: \_\_\_\_\_

27 \_\_\_\_\_  
Honorable Michael Markman  
Judge of the Superior Court