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18 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 COUNTY OF ALAMEDA

20 STEPHEN OLSON,
21 SHARON THOMPSON, DON BROWN, and
KAYLEE HELMENTOLER, a minor, though
22 her Guardian Ad Litem, Alany Helmantoler, on
behalf of themselves, and all others similarly
23 situated,

24 Plaintiffs,

25 vs.

26 SUTTER HEALTH,
ALTA BATES SUMMIT MEDICAL CENTER,
27 CALIFORNIA PACIFIC MEDICAL CENTER,
EDEN MEDICAL CENTER,
28 MARIN GENERAL HOSPITAL,

Case No. RG06-302354

CLASS ACTION

CONSENT DECREE

1 NOVATO COMMUNITY HOSPITAL,
MEMORIAL HOSPITAL LOS BANOS
2 MEMORIAL HOSPITALS ASSOCIATION dba
MEMORIAL MEDICAL CENTER MODESTO
3 MILLS-PENINSULA HEALTH SERVICES
SUTTER AMADOR HOSPITAL,
4 SUTTER COAST HOSPITAL,
SUTTER DELTA MEDICAL CENTER,
5 SUTTER HEALTH SACRAMENTO SIERRA
REGION,
6 SUTTER LAKESIDE HOSPITAL,
SUTTER SANTA CRUZ MEDICAL
7 FOUNDATION/SUTTER MATERNITY &
SURGERY CENTER OF SANTA CRUZ,
8 SUTTER MEDICAL CENTER OF SANTA
ROSA,
9 SUTTER MERCED MEDICAL CENTER,
SUTTER SOLANO MEDICAL CENTER,
10 SUTTER TRACY COMMUNITY HOSPITAL,
ST. LUKE'S HOSPITAL,
11 PALO ALTO MEDICAL FOUNDATION
HOSPITAL CORPORATION,
12 PALO ALTO MEDICAL FOUNDATION FOR
HEALTH CARE, RESEARCH AND
13 EDUCATION,
SUTTER GOULD MEDICAL FOUNDATION,
14 SUTTER NORTH MEDICAL FOUNDATION,
SUTTER MEDICAL FOUNDATION,
15 PHYSICIAN FOUNDATION at CPMC,
SUTTER REGIONAL MEDICAL
16 FOUNDATION,
SUTTER EAST BAY MEDICAL
17 FOUNDATION,
SUTTER VISITING NURSE ASSOCIATION
18 AND HOSPICE,
ST. LUKE'S HEALTH CARE CENTER,
19 MILLS-PENINSULA SENIOR FOCUS,
ADOLESCENT TREATMENT CENTERS,
20 INC. dba THUNDER ROAD, and
HEALTH VENTURES, INC.,
21

Defendants.

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2 Named Plaintiffs Steven Olson, Sharon Thompson, Don Brown, and Kaylee Helmantoler, a
3 minor, through her Guardian Ad Litem, Alany Helmantoler, on behalf of themselves and all others
4 similarly situated, and Defendants Sutter Health and its thirty-one (31) separately-named Affiliates
5 (hereafter collectively “Sutter”), agree to the following.

6 **I. INTRODUCTION AND BACKGROUND OF CASE**

7 Named Plaintiffs Olson, Thompson, Brown, and Helmantoler are Individuals with Physical
8 Disabilities who have received health care services at Affiliate Facilities in California. Plaintiffs Olson
9 and Thompson each have a Mobility Disability. Plaintiffs Brown and Helmantoler each have a
10 Sensory Disability; Plaintiff Brown has a visual impairment and Plaintiff Helmantoler has both a
11 hearing impairment and a speech impairment.¹ On behalf of themselves and all similarly situated
12 Individuals with Physical Disabilities, Named Plaintiffs Olson and Thompson commenced this civil
13 action against Sutter on December 15, 2006, in the Superior Court of California, County of Alameda,
14 Case No. RG06-302354 (hereafter “Action”), and filed a First Amended Complaint on February 8,
15 2007. In order to ensure that the needs of Individuals with Sensory Disabilities were appropriately
16 represented in this Action, including this Consent Decree, the Parties entered into a stipulation
17 requesting that the Court grant Plaintiffs permission to file a Second Amended Complaint (hereafter
18 “Complaint”) adding Plaintiff Brown and Plaintiff Helmantoler. The Court entered an order permitting
19 the filing of the Complaint on October 18, 2007. Plaintiffs’ Complaint against Sutter alleges
20 discrimination against Individuals with Physical Disabilities, in violation of the Disability Rights
21 Laws.

22 More specifically, Plaintiffs allege that Sutter maintains barriers to Access in three areas:
23 (1) Architectural Barriers at Affiliate Facilities; (2) policies, practices and procedures that do not
24 accommodate Individuals with Physical Disabilities at Affiliate Facilities or while communicating with
25 Affiliate Facilities; and (3) inaccessible medical equipment at Affiliate Facilities.

26 First, Plaintiffs allege that Sutter has not identified or remedied Architectural Barriers at
27

28 ¹ Plaintiff Helmantoler also has a Mobility Disability, but has not alleged any access violations at
Affiliate Facilities based on her Mobility Disability.

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2 Affiliate Facilities, including, but not limited to parking facilities, entrances, paths of travel, restrooms,
3 patient bedrooms, examination rooms, waiting areas, treatment rooms, laboratories, counters, public
4 telephones, drinking fountains, pharmacies, cafeterias, gift shops and any other fixed features within
5 the Affiliate Facilities that are regulated by ADAAG and/or Title 24.

6 Second, Plaintiffs allege that Sutter has not made reasonable modifications to policies, practices
7 and procedures, including, but not limited to ensuring ongoing maintenance of Access features,
8 ensuring Individuals with Physical Disabilities have Access to examination rooms containing
9 Accessible Medical Equipment, and training employees regarding the treatment of patients with
10 Physical Disabilities. Plaintiffs claim that these policies, practices and procedures are essential to
11 ensure that Individuals with Physical Disabilities are provided with equal Access to Affiliate Facilities,
12 equipment and services. Plaintiffs further allege that Sutter has not provided Auxiliary Aids and
13 Services necessary to afford effective communication with Individuals with Sensory Disabilities,
14 including, but not limited to, sign language interpreters and alternative formats for print materials, such
15 as Braille, large print, and audio or electronic formats (including, but not limited to, Accessible
16 websites and audible prescription labels).

17 Third, Plaintiffs allege that Sutter has not provided sufficient Accessible Medical Equipment.

18 The Action seeks to remedy these barriers to health care services and public accommodations
19 that individuals with Physical Disabilities allegedly encounter when seeking health care services from
20 Affiliates or otherwise visiting Affiliate Facilities. Sutter denies Plaintiffs' allegations and asserts that
21 it does not discriminate against Individuals with Physical Disabilities. To the contrary, Sutter strives to
22 provide equal Access to health care and public accommodations for all. Sutter asserts that to the extent
23 any Individual with a Physical Disability has encountered a barrier to Access, removal of that barrier is
24 not mandated because removal or modification would require a fundamental alteration to the nature of
25 the services provided and/or is not readily achievable or would impose an undue burden. Sutter also
26 asserts that many of the conditions about which Plaintiffs complain are not within the control of Sutter
27 and, therefore, cannot be modified or remediated by Sutter. Sutter denies that Plaintiffs are entitled to
28 any of the relief sought. By entering into this Consent Decree, Sutter does not admit, and specifically
denies, any liability to Plaintiffs or any Class Member.

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2 The Parties commenced settlement discussions in November 2005 and have been working
3 diligently since then, with the assistance of Michael Loeb, Esq., a highly respected mediator with
4 Judicial Arbitration and Mediation Services (“JAMS”) (to resolve the Parties’ differences on the issues
5 addressed by this Consent Decree. In the context of these negotiations, the Parties entered into three
6 Memoranda of Understanding (“MOUs”) concerning Architectural Barrier removal, policies and
7 procedures, and Accessible Medical Equipment. Each of these MOUs is incorporated into this
8 Consent Decree and is attached hereto as an Exhibit. During settlement negotiations, the Parties
9 negotiated this Consent Decree and agreed to jointly seek class certification, as defined below, as part
10 of the process for seeking approval of this Consent Decree.

11 **II. GOALS AND PURPOSES OF THE CONSENT DECREE**

12 The Parties have entered into this Consent Decree for the following purposes:

- 13 1. To improve Access to the health care services and public accommodations that
14 Affiliates provide to Individuals with Physical Disabilities;
- 15 2. To ensure that the Named Plaintiffs and the Class Members will not attempt to enforce,
16 and Sutter will not thereby be subject to, conflicting standards regarding compliance with the
17 Disability Rights Laws for all issues raised in the Action;
- 18 3. To establish an expedited procedure for providing appropriate relief to Class Members;
- 19 4. To avoid further expensive and protracted litigation; and
- 20 5. To provide finality to the claims resolutions and decision as to all issues covered by the
21 Consent Decree.
22

23 **III. DEFINITIONS**

- 24 1. “ADA” means and refers to the Americans with Disabilities Act as codified at 42
25 U.S.C. §12101 *et seq.* in existence as of the Effective Date of this Consent Decree.
- 26 2. “ADAAG” means and refers to the ADA Standards for Accessible Design, commonly
27 referred to as the Americans with Disabilities Act Access Guidelines, as codified at Appendix A to 28
28 C.F.R. Part 36 in existence as of the Effective Date of this Consent Decree.

1
2 3. “Access” and “Accessible” mean and refer to conditions that comply with the relevant
3 and applicable standards set forth in the Disability Rights Laws.

4 4. “Accessible Medical Equipment” means and refers to medical equipment that is
5 Accessible to and useable by patients with Mobility Disabilities, including, but not limited to,
6 examination tables, examination chairs, lift equipment, scales, diagnostic equipment (e.g., x-ray,
7 mammography and MRI equipment), dental chairs, ophthalmology equipment, and any other medical
8 equipment used in the medical context for the provision of health care services.
9

10 5. “Action” means and refers to the civil action entitled *Olson, et al. v. Sutter Health, et*
11 *al.*, Case No. RG06-302354 (Alameda County Superior Court), in which the Named Plaintiffs raise
12 claims on behalf of themselves and all persons similarly situated for Access to health care services
13 under the Disability Rights Laws

14 6. “Affiliate” or “Affiliates” means and refers to one or more of the Sutter Health affiliated
15 entities that provide patient care and are named individually as defendants in the Action, as follows:
16 Alta Bates Summit Medical Center, California Pacific Medical Center, Eden Medical Center, Marin
17 General Hospital, Novato Community Hospital, Memorial Hospital Los Banos, Memorial Hospitals
18 Association dba Memorial Medical Center Modesto, Mills-Peninsula Health Services, Sutter Amador
19 Hospital, Sutter Coast Hospital, Sutter Delta Medical Center, Sutter Health Sacramento Sierra Region,
20 Sutter Lakeside Hospital, Sutter Maternity & Surgery Center of Santa Cruz, Sutter Medical Center of
21 Santa Rosa, Sutter Solano Medical Center, Sutter Tracy Community Hospital, Palo Alto Medical
22 Foundation Hospital Corporation, Palo Alto Medical Foundation for Health Care, Research and
23 Education, Sutter Gould Medical Foundation, Sutter North Medical Foundation, Sutter Medical
24 Foundation, Physician Foundation at CPMC, Sutter Regional Medical Foundation, Sutter East Bay
25 Medical Foundation, Sutter Visiting Nurse Association and Hospice, St. Luke’s Health Care Center,
26 Mills-Peninsula Senior Focus, Adolescent Treatment Centers, Inc. dba Thunder Road, and Health
27
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2 Ventures, Inc. For the purpose of this Consent Decree, the term “Affiliate” also refers to St. Luke’s
3 Hospital, although St. Luke’s Hospital is no longer a separate corporate entity but is now a campus of
4 California Pacific Medical Center. St. Luke’s Hospital is not bound by this Consent Decree as a
5 separately identified Affiliate, but is bound through California Pacific Medical Center. Also for the
6 purpose of this Consent Decree, the term “Affiliate” also refers to Sutter Santa Cruz Medical
7 Foundation, although Sutter Santa Cruz Medical Foundation is no longer a separate corporate entity
8 but has been incorporated into the Palo Alto Medical Foundation. Sutter Santa Cruz Medical
9 Foundation is not bound by this Consent Decree as a separately identified Affiliate, but is bound
10 through Palo Alto Medical Foundation.
11

12 7. “Architectural Barrier” means and refers to a physical impediment to accessibility of
13 patient-care services or other visitor services at an Affiliate Facility, including but not limited to,
14 parking facilities, entrances, paths of travel, restrooms, patient bedrooms, examination rooms, waiting
15 areas, treatment rooms, laboratories, counters, public telephones, drinking fountains, pharmacies,
16 cafeterias, gift shops and any other fixed features within the Affiliate Facilities that are regulated by
17 ADAAG and/or Title 24.
18

19 8. “Auxiliary Aids and Services” means and refers to services and devices necessary for
20 ensuring that no Individual with a Disability is excluded, denied services, segregated or otherwise
21 discriminated against and includes those services and devices necessary for ensuring effective
22 communication with Individuals with Sensory Disabilities, including, but not limited to, qualified sign
23 language interpreters, TTY/TDD machines, qualified readers, taped texts, audio recordings, Braille
24 materials, large print materials, Accessible websites, and audible prescription labels.
25

26 9. “Claims Process” means and refers to the process for Named Plaintiffs and Known
27 Class Members to establish their eligibility to participate in the monetary settlement as set forth in
28 Section XI herein.

1
2 10. "Class Counsel" means and refers to the law offices of Disability Rights Advocates and
3 Goldstein, Demchak, Baller, Borgen & Dardarian and the attorneys and other employees therein.

4 11. "Class Member" means and refers to each Individual with a Physical Disability who has
5 used or attempted to use an Affiliate Facility, equipment and/or health care service and who alleges or
6 could allege denial of equal Access to such Facility, equipment, and/or health care service due to
7 Architectural Barriers, lack of Accessible Medical Equipment, lack of effective Auxiliary Aids and
8 Services, and/or other inaccessible features and/or policies at any time during the Class Period and/or
9 the Compliance Period, in violation of the Disability Rights Laws. "Class Member" includes Known
10 Class Members as well as any other individuals who meet the definition of Class Members.

11 12. "Class Period" means and refers to the time period of October 27, 2002 to and including
12 the Effective Date of this Consent Decree.

13 13. "Community Based Organizations" means and refers to public or nonprofit
14 organizations that (a) are representative of the Mobility and/or Sensory Disability community or
15 significant segments of these communities; and (b) provide social, educational or other services to
16 individuals with Disabilities in the community.

17 14. "Compliance Period" means and refers to the time period commencing on the Effective
18 Date of the Consent Decree and concluding on the later of the same month and day 10 years later or
19 the date that Sutter has fully complied with the agreements herein.

20 15. "Consent Decree" means and refers to this document and all exhibits hereto.

21 16. "Court" means and refers to the Superior Court of California, County of Alameda.

22 17. "Disability" means and refers to any physiological disease, disorder, condition,
23 cosmetic disfigurement, or anatomical loss that: (a) affects one of the following body systems:
24 neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech
25 organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and
26 endocrine, and (b) limits a major life activity.

27 18. "Disability Rights Laws" means and refers to the Americans With Disabilities Act, 42
28 U.S.C. § 12101, *et seq.*, California Unruh Act, Civil Code § 51, *et seq.*, the California Health and
Safety Code § 19955, *et seq.*, the California Blind and Other Physically Disabled Persons Act,

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2 California Civil Code § 54, *et seq.*, California Government Code § 11135, *et seq.*, Title 24 of the
3 California Building Code, California Business and Professions Code § 17200, *et seq.*, the
4 Rehabilitation Act of 1973, 29 U.S.C. § 701, *et seq.*, and any other federal, state, local, or
5 administrative statute, rule, or regulation relating to Disability Access or prohibiting public
6 accommodations from discriminating on the basis of Disability in the provision of goods, services,
7 facilities, privileges, advantages, and/or accommodations.

8 19. “Effective Date” means and refers to the date upon which Final Approval of the
9 Consent Decree is granted by the Court.

10 20. “Facilities” means and refers to all portions of an Affiliate’s premises at which health
11 care services are provided and to which the public is invited, including, but not limited to, (a) the
12 physical structures, such as hospital buildings, clinics, and medical office buildings, (b) exam rooms,
13 patient bedrooms, restrooms, waiting areas, treatment rooms, laboratories, pharmacies, gift shops, and
14 cafeterias within those hospital buildings, clinics, and medical office buildings, (c) all paths of travel
15 and entrances serving these physical structures, and (d) parking facilities under the control of the
16 Affiliate.

17 21. “Final Approval” means and refers to an order from the Court approving the Consent
18 Decree after notice to the Class Members and the holding of a fairness hearing.

19 22. “Individual with a Mobility Disability” means and refers to any individual who meets
20 the general definition of “Disability” and has any impairment or condition that limits or makes difficult
21 the major life activity of moving his or her body or a portion of his or her body. “Mobility Disability”
22 includes, but is not limited to, orthopedic and neuro-motor disabilities and any other impairment or
23 condition that limits an individual’s ability to walk, maneuver around objects, ascend or descend steps
24 or slopes, and/or operate controls. An Individual with a Mobility Disability may use a wheelchair,
25 scooter, or other assistive device for mobility or may be semi-ambulatory.

26 23. “Individual with a Physical Disability” means and refers to an Individual with a
27 Mobility Disability and/or Sensory Disability. “Physical Disability” means and refers to Mobility
28 Disability and/or Sensory Disability.

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2 24. "Individual with a Sensory Disability" means and refers to any individual who meets
3 the general definition of "Disability" and has any visual Disability that limits or makes difficult the
4 major life activity of seeing, and/or any hearing Disability that limits or makes difficult the major life
5 activity of hearing, and/or any speech Disability that limits or makes difficult the major life activity of
6 speaking. "Sensory Disability" means and refers to visual Disability, and/or hearing Disability, and/or
7 speech Disability.

8 25. "Known Class Members" means and refers to the 84 individuals with Physical
9 Disabilities who have indicated to Class Counsel that they have experienced barriers at Affiliate
10 Facilities, who were identified by Class Counsel prior to December 31, 2007, and who provided
11 information to Class Counsel about their experiences with Access barriers at one or more Affiliate
12 Facility and thereby assisted Class Counsel in the negotiations that led to this Consent Decree. These
13 Known Class Members are eligible to seek monetary damages in exchange for a release of damages
14 claims under the provisions set forth at Sections XI and XII below.

15 26. "Named Plaintiffs" and "Plaintiffs" means and refers to Stephen Olson, Sharon
16 Thompson, Don Brown, and Kaylee Helmantoler, a minor, through her Guardian Ad Litem, Alany
17 Helmantoler.

18 27. "Parties" means and refers to Sutter Health, the Affiliates, the Named Plaintiffs, and all
19 Class Members.

20 28. "Sutter Health" means and refers to Sutter Health, a California nonprofit public benefit
21 corporation.

22 29. "Title 24" means and refers to the California Building Code setting forth California's
23 Disability Access requirements, located at Title 24 of the California Code of Regulations.

24 **IV. JURISDICTION**

25 This Court has jurisdiction over the Parties and the subject matter of this Action. The
26 Complaint asserts claims that, if proven, would authorize the Court to grant the monetary and equitable
27 relief set forth in this Consent Decree. Venue is proper in this Court. All claims resolved by this
28 Consent Decree shall be dismissed with prejudice upon the Effective Date of this Consent Decree.

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2 This Court shall retain jurisdiction of the Action, however, during the duration of the Consent Decree,
3 as set forth in Section V, below, for the purpose of entering all orders that may be necessary to
4 implement the relief provided for herein.

5 **V. EFFECTIVE DATE AND DURATION OF THE CONSENT DECREE**

6 The provisions of this Consent Decree and the agreements contained herein are effective
7 immediately upon the Effective Date and shall remain in effect through the Compliance Period. The
8 Consent Decree shall thereupon expire except insofar as claims are released.

9 **VI. SETTLEMENT CLASS**

10 30. The Parties stipulate to and jointly request that the Court certify this case as a class
11 action on behalf of Class Members, pursuant to California Rule of Civil Procedure § 382, for purposes
12 of injunctive relief only.

13 31. The Parties are not seeking certification of a class for damages. Named Plaintiffs and
14 Known Class Members will be eligible to seek monetary damages in exchange for a release of
15 damages claims under the provisions set forth at Sections XI and XII, below. Class Members other
16 than the Known Class Members are not eligible for money damages under the terms of this Consent
17 Decree, and they do not release their claims for money damages.

18 **VII. INJUNCTIVE RELIEF**

19 **A. Architectural Barrier Removal MOU Implementation**

20 1. Sutter will fully implement the MOU concerning Architectural Barrier Removal
21 (“Architecture Barrier MOU,” a copy of which is attached hereto as Exhibit A and incorporated herein
22 by reference) to ensure that all Individuals with Physical Disabilities utilizing Affiliate Facilities are
23 afforded Access to such Facilities.

24 2. Sutter will complete the Architectural Barrier survey report for each Affiliate using the
25 procedures set forth in the Architectural Barrier MOU no later than three (3) years from the Effective
26 Date.

27 3. Sutter shall complete all implementation of the remediation plans required by the
28 Architectural Barrier MOU within the Compliance Period unless Sutter is unable to meet this deadline

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2 due to unforeseen circumstances, in which case, Sutter Health shall notify Class Counsel in writing,
3 providing the reason for the delay, the anticipated completion date, and information to justify or
4 support the requested extension of time. Class Counsel shall have the right to dispute Sutter Health’s
5 request for an extension of time using the dispute resolution process set forth in Section X of this
6 Consent Decree. To the extent necessary, the Compliance Period of this Consent Decree shall be
7 extended in accordance with the extension of a deadline provided under this paragraph.

8 **B. Policies and Procedures MOU Implementation**

9 1. Sutter will fully implement the MOU concerning Policies and Procedures (“P&P
10 MOU,” a copy of which is attached hereto as Exhibit B and incorporated herein by reference) to ensure
11 that all Individuals with Physical Disabilities utilizing Affiliate Facilities are afforded Access to such
12 Facilities and the health care services provided therein.

13 2. Sutter shall complete implementation of the P&P MOU no later than three (3) years
14 from the Effective Date unless Sutter is unable to meet this deadline due to unforeseen circumstances,
15 in which case, Sutter Health shall notify Class Counsel in writing, providing the reason for the delay,
16 the anticipated completion date, and information to justify or support the requested extension of time.
17 Class Counsel shall have the right to dispute Sutter Health’s request for an extension of time using the
18 dispute resolution process set forth in Section X of this Consent Decree. To the extent necessary, the
19 Compliance Period of this Consent Decree shall be extended in accordance with the extension of a
20 deadline provided under this paragraph.

21 3. Sutter Health will make its training program, established pursuant to the P&P MOU,
22 available on an on-going basis for the duration of the Compliance Period. Affiliates shall require all
23 newly hired employees to participate in the ADA training program within a reasonable time from their
24 initial hire date. Affiliates shall also promote opportunities for new contractors, including physicians,
25 who have contact with patients and/or their companions or visitors, to participate in the ADA training
26 program.

27 4. The Sutter Health ADA coordinator will work with each Affiliate or regional
28 coordinator to review written policies, practices and procedures developed pursuant to the P&P MOU

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2 on a regular basis, but not less than once every three (3) years, and revise such policies as needed to
3 ensure that during the Compliance Period, Individuals with Physical Disabilities utilizing Affiliate
4 Facilities will continue to be afforded Access to such Facilities and the health care services provided
5 therein.

6 **C. Accessible Medical Equipment MOU Implementation**

7 1. Sutter will fully implement the MOU concerning Accessible Medical Equipment
8 (“AME MOU,” a copy of which is attached hereto as Exhibit C and incorporated herein by reference)
9 to ensure that all Individuals with Physical Disabilities utilizing Affiliate Facilities are afforded Access
10 to such Facilities and the health care services provided therein.

11 2. Sutter will complete the development of implementation action plans for each Affiliate
12 using the procedures set forth in the AME MOU no later than three (3) years from the Effective Date.

13 3. Sutter Health will fully implement each implementation action plan adopted under the
14 AME MOU within the Compliance Period. If Sutter is unable to meet this deadline due to unforeseen
15 circumstances, Sutter Health shall notify Class Counsel in writing, providing the reason for the delay,
16 the anticipated completion date, and information to justify or support the requested extension of time.
17 Class Counsel shall have the right to dispute Sutter Health’s request for an extension of time utilizing
18 the dispute resolution process set forth in Section X of this Consent Decree. To the extent necessary,
19 the Compliance Period of this Consent Decree shall be extended in accordance with the extension of a
20 deadline provided under this paragraph.

21 **D. Conversion, Transfer, or Acquisition of Facilities**

22 The terms of this Consent Decree shall be binding on Sutter Health and each of the Affiliates so
23 long as each Affiliate remains in service providing patient health care services and affiliated with
24 Sutter Health during the Compliance Period. If an Affiliate changes its purpose so it no longer
25 provides patient health care services, or the Affiliate or Affiliate Facility is conveyed or otherwise no
26 longer affiliated with Sutter Health, the Affiliate’s obligations to further comply with the Consent
27 Decree shall cease. Sutter Health shall provide Class Counsel with written notice that an Affiliate or
28 an Affiliate Facility is no longer bound by the Consent Decree within ten (10) days after Sutter Health

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2 has notice of such fact. Upon providing written notice to Class Counsel that an Affiliate or Affiliate
3 Facility no longer remains bound by the Consent Decree, Sutter Health shall have no further
4 obligations hereunder with respect to that Affiliate or Affiliate Facility.

5 If Sutter Health affiliates with any new patient care entities during the duration of this Consent
6 Decree, Sutter Health will notify Class Counsel within 30 days of the closing date of the affiliation.
7 The Parties will meet and confer within 30 days of such notice to determine whether the terms of the
8 Consent Decree shall apply to the newly affiliated facility. If the Parties cannot reach agreement
9 within 90 days from when they initiate the meet and confer process, either party can initiate the dispute
10 resolution process set forth in Section X of this Consent Decree.

11 VIII. REPORTING

12 A. Architectural Barrier MOU Implementation Reporting

13 1. By July 31, 2008, or 30 days after the Effective Date of the Consent Decree (whichever
14 is later), and by March 15th of each year thereafter, Sutter Health shall provide to Class Counsel a
15 report setting forth a list of prospective remediation work that each Affiliate expects to undertake in the
16 upcoming calendar year to comply with the remediation plans developed pursuant to the Architectural
17 Barrier MOU (“Remediation Plan Report”).

18 2. Sutter Health shall submit quarterly progress reports (“Remediation Progress Reports”)
19 to Class Counsel commencing with the second calendar quarter after submission of the first
20 Remediation Plan Report (i.e., if Sutter submits its first Remediation Plan Report on July 31, 2008,
21 quarterly Remediation Progress Reports shall commence in the quarter beginning January 1, 2009).
22 Sutter Health shall establish a staggered procedure for the Affiliate reporting, such that the progress for
23 each Affiliate is included in two Remediation Progress Reports per calendar year. The Remediation
24 Progress Report shall include the following for each reporting Affiliate:

25 a. The extent to which Sutter Health and the Affiliate have completed the work
26 described in the Remediation Plan Report;

27 b. The extent to which Sutter Health and the Affiliate have modified the work
28 described in the Remediation Plan Report and the reason(s) for such modifications;

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2 c. What problems, if any, Sutter Health and the Affiliate have encountered that
3 have resulted in a delay of or modification to proposed work described in the Remediation Plan
4 Report; and

5 d. Sutter Health's and the Affiliate's proposal(s) to remedy any problems that have
6 resulted in a delay of remediation work described in the Remediation Plan Report.

7 3. If, after three (3) years from an Affiliate's development of its remediation plan, the
8 Affiliate has substantially complied with the schedule set forth in the Remediation Plan Reports, the
9 number of Remediation Progress Reports shall be reduced such that Sutter Health will submit one
10 report per calendar year for that Affiliate. Class Counsel shall have the right to request more frequent
11 reports for good cause.

12 4. The reports submitted in accordance with this Section are in addition to the subject-
13 specific reports required by the Architectural Barrier MOU attached hereto as Exhibit A.

14 **B. Policies and Procedures MOU Implementation Reporting**

15 By July 31, 2008 or within 30 days after the Effective Date of the Consent Decree (whichever
16 is later), and by March 15th of each calendar year thereafter, Sutter Health shall provide to Class
17 Counsel a report setting forth the status of its implementation of the P&P MOU. The report shall set
18 forth the status of the development, adoption, and implementation of the template policies and
19 Affiliate-specific policies, the status of the development and implementation of the ADA training
20 program, and the progress of each Affiliate's efforts to provide prescription information to individuals
21 with Sensory Disabilities in "Accessible formats," as defined in the P&P MOU.

22 **C. Accessible Medical Equipment MOU Implementation Reporting**

23 1. By July 31, 2008, or within 30 days after the Effective Date of the Consent Decree
24 (whichever is later), Sutter Health shall provide to Class Counsel an administrative report setting forth
25 its progress on the development of the AME survey tool.

26 2. By July 31, 2008, or within 30 days after the Effective Date of the Consent Decree
27 (whichever is later), and by March 15th of each calendar year thereafter, Sutter Health shall provide to
28 Class Counsel a report setting forth a list of AME that each Affiliate expects to purchase and install in

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2 the upcoming year to comply with the AME implementation action plan developed for that Affiliate
3 pursuant to the AME MOU (“AME Plan Report”).

4 3. Sutter Health shall submit quarterly AME Progress Reports to Class Counsel
5 commencing with the second calendar quarter after submission of the first AME Plan Report (i.e., if
6 Sutter Health submits its first AME Plan Report on July 31, 2008, quarterly AME Progress Reports
7 shall commence in the quarter beginning January 1, 2009). Sutter Health shall establish a staggered
8 procedure for Affiliate reporting, such that the progress for each Affiliate is included in two AME
9 Progress Reports per calendar year. The AME Progress Report shall include the following for each
10 reporting Affiliate:

11 a. The extent to which Sutter Health and the Affiliate have purchased and installed
12 the AME described in the AME Plan Report;

13 b. The extent to which Sutter Health and the Affiliate have modified the list of
14 AME planned to be purchased, as described in the AME Plan Report, and the reason(s) for such
15 modifications;

16 c. What problems, if any, Sutter Health and the Affiliate have encountered that
17 have resulted in a delay of purchase and/or installation of AME described in the AME Plan Report;
18 and

19 d. Sutter Health’s and the Affiliate’s proposal(s) to remedy any problems that have
20 resulted in a delay of purchase and/or installation of AME described in the AME Plan Report.

21 4. If, after three (3) years from an Affiliate’s development of an AME implementation
22 action plan, the Affiliate has substantially complied with the schedule set forth in its AME
23 implementation action plan and the AME Plan Report, the number of AME Progress Reports shall be
24 reduced such that Sutter Health will submit one report per calendar year for that Affiliate. Class
25 Counsel shall have the right to request more frequent reports for good cause.

26 5. The reports submitted in accordance with this Section are in addition to the
27 administrative report required by the AME MOU.
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2 **D. Complaint Reporting**

3 With the progress reports submitted in the third and fourth calendar quarters of each year, as set
4 forth in Section VIII.A-C, above, Sutter Health shall include a summary of written and oral complaints
5 made to Sutter Health or any Affiliate regarding Architectural Barriers, policies, practices and
6 procedures, and AME. These complaint summaries will include the following information about each
7 complaint:

- 8 1. The date of the incident that is the subject of the complaint, and the date the complaint
9 was made, if different;
- 10 2. The Facility or Affiliate that is the subject of the complaint;
- 11 3. The issue raised in the complaint;
- 12 4. The form of the complaint (phone call, letter, email, in-person complaint, etc.);
- 13 5. The relief requested in the complaint;
- 14 6. Sutter’s response to the complaint, if any, including its response to the person making
15 the complaint, any corrective actions taken or planned to be taken, including the timeline for
16 completion of any corrective action still in progress; and
- 17 7. Any information Sutter may have regarding prior complaints by the same individual.

18 **E. Final Report**

19 Sutter Health shall submit to Class Counsel a final, single report ninety (90) days before the
20 expiration of the Compliance Period. This report shall describe Sutter Health’s and each Affiliate’s
21 compliance with this Consent Decree, and any as yet unmet obligations under this Consent Decree, the
22 reason for that failure, and the proposed resolution.

23 **IX. MONITORING**

24 **A. Architectural Barrier MOU Implementation Monitoring**

25 Each remediation plan developed in accordance with the Architectural Barrier MOU shall
26 include a quality assurance monitoring program. The remediation plan will identify the third-party
27 monitor (“AB Monitor”) who will provide predetermined periodic reviews of the Affiliate’s
28 compliance with the remediation plan. To determine compliance, the AB Monitor shall perform

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2 periodic plan reviews and site inspections at the Affiliate Facility or Facilities. Additionally, the AB
3 Monitor shall review the summary of written and oral complaints made to Sutter Health or any
4 Affiliate regarding Architectural Barriers at that Affiliate. If, in the AB Monitor's opinion, these
5 complaint summaries demonstrate a pattern or trend indicating the need for a survey, the AB Monitor
6 shall so recommend to Sutter Health and Class Counsel. The recommendation shall describe the
7 purpose of and areas to be surveyed and the scope and content of the survey. The AB Monitor shall
8 report to the Parties the result of the compliance review in a format sufficient for the Parties to
9 reasonably assess the status of compliance with the applicable remediation plan and this Consent
10 Decree. The timing and scope of the monitoring program and report shall be specified in each
11 remediation plan.

12 **B. Policies and Procedures MOU Implementation Monitoring**

13 Sutter Health shall provide monitoring of compliance with the P&P MOU and this Consent
14 Decree. Once per year until complete implementation of the P&P MOU, an access policy consultant
15 mutually agreed to by the Parties shall review existing policies pertaining to Access for Individuals
16 with Physical Disabilities and review the content, frequency, and attendance of Access training that the
17 Affiliate has provided. Additionally, the access policy consultant shall review the summary of written
18 and oral complaints made to Sutter Health or any Affiliate regarding policies, practices and procedures.
19 Within thirty (30) days of completion of the review, the access policy consultant shall provide Sutter
20 Health and Class Counsel with a written report describing the results of the review and whether, in the
21 access policy consultant's opinion, the complaint summaries demonstrate a pattern or trend relating to
22 Access issues. If the access policy consultant's report notes such a pattern or trend, Sutter Health and
23 Class Counsel shall meet and confer on the issue of whether a further assessment is necessary to
24 determine the efficacy of polices and/or training and, if so, how such an assessment shall be conducted.
25 Any disputes shall be subject to the dispute resolution process set forth in Section X herein.

26 If, upon complete implementation of the P&P MOU, the access policy consultant reports that
27 the Affiliates are in substantial compliance with the P&P MOU, no further monitoring shall be
28 required, except that Class Counsel shall retain the right to seek additional monitoring and reports for

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2 good cause.

3 **C. Accessible Medical Equipment MOU Monitoring**

4 Sutter Health shall provide monitoring of compliance with the AME MOU and this Consent
5 Decree. Once per year until Sutter completes implementation of the AME MOU, an AME monitor
6 mutually agreed to by the Parties shall conduct a survey at five randomly selected Affiliate Facilities to
7 determine those Affiliates' compliance with their AME implementation action plans. Additionally, the
8 AME monitor shall review the summary of written and oral complaints made to Sutter Health or any
9 Affiliate regarding AME. Within thirty (30) days of completion of the review, the AME monitor shall
10 provide Sutter Health and Class Counsel with a written report describing the results of the review and
11 whether, in the AME monitor's opinion, the complaint summaries demonstrate a pattern or trend
12 relating to AME issues. If the AME monitor's report notes such a pattern or trend, Sutter Health and
13 Class Counsel shall meet and confer on the issue of whether a further assessment is necessary to
14 determine the compliance with the AME MOU and, if so, how such an assessment shall be conducted.
15 Any disputes shall be subject to the dispute resolution process set forth in Section X herein.

16 If, upon complete implementation of the AME MOU, the AME monitor reports that the
17 Affiliates are in substantial compliance with the AME MOU, no further monitoring shall be required,
18 except that Class Counsel shall retain the right to seek additional monitoring and reports for good
19 cause.

20 **X. DISPUTE RESOLUTION**

21 Except as otherwise specified, the Parties agree that any dispute or controversy arising out of,
22 relating to, or in connection with this Consent Decree, or the interpretation, validity, construction,
23 performance, breach, or termination thereof shall be settled in the following manner:

24 1. Any Party claiming that a violation has occurred or a dispute has arisen under this
25 Consent Decree will give notice of the claim in writing to opposing counsel and will propose a
26 resolution of the issue to the other Party.
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2 2. Within two weeks' delivery of the written claim of violation or dispute, the Parties shall
3 meet and confer to attempt in good faith, through informal negotiations, to resolve the dispute or
4 controversy.

5 3. If the Parties are unable to resolve any dispute arising under this Consent Decree after
6 engaging in the meet and confer process set forth in subsection (2) above for at least two weeks, either
7 Party may seek private mediation with Michael Loeb. If Michael Loeb becomes unavailable to
8 perform the functions set forth in this Consent Decree, then the Parties will agree on a replacement
9 within 30 days of learning of Michael Loeb's unavailability.

10 4. If mediation is unsuccessful, the Parties agree that Michael Loeb or his successor will
11 appoint an arbitrator from the Judicial Arbitration and Mediation Services (JAMS) in San Francisco for
12 binding arbitration, following the Binding Arbitration Process set forth as an Attachment to each of the
13 MOUs (Exhibits A-C) hereto.

14 **XI. MONETARY RELIEF AND CLAIMS PROCESS**

15 **A. Settlement Fund**

16 **1. Fund Establishment.**

17 Sutter Health has designated a settlement fund of \$1,056,000 to be allocated among the four (4)
18 Named Plaintiffs and eighty-four (84) Known Class Members in equal shares of twelve thousand
19 dollars (\$12,000) each. Known Class Members are those individual Class Members who, prior to
20 December 31, 2007, provided information to Class Counsel about their experiences with Access
21 barriers at Affiliate Facilities and whose information assisted Class Counsel in the negotiations that led
22 to this Consent Decree. Each Named Plaintiff's and Known Class Member's settlement share
23 represents the minimum statutory damages under the Disability Rights Laws for three incidents of
24 discrimination. None of the settlement share amounts shall be paid to Class Counsel for their
25 attorneys' fees, expenses or costs incurred in this Action. Settlement fund allocations shall be
26 distributed through the Claims Process set forth in Section XIB, below.

27 **2. Eligibility to Participate in Fund Distribution.**

28 In order to be eligible to share in the settlement fund, each Named Plaintiff and Known Class

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2 Member must: (a) be a person with a Physical Disability; (b) have been a patient of or a visitor to an
3 Affiliate Facility at any time on or after October 27, 2002; and (c) on one or more visit(s) to an
4 Affiliate Facility since October 27, 2002, have encountered an Architectural Barrier, inaccessible
5 medical equipment, a communication barrier, a denial of Auxiliary Aids and Services, or other failure
6 by Sutter to modify policies, practice and procedures to ensure Access to services or treatment.

7 **3. Release in Exchange for Settlement Fund Payment.**

8 In order to claim his or her share of the settlement fund, a Named Plaintiff or Known Class
9 Member will be required to sign the Damages Release attached hereto as Exhibit D, releasing his or
10 her right to pursue any additional damages from Sutter for any of the claims raised in this Action that
11 have accrued through the Effective Date, and releasing certain damages claims that may arise during
12 the Compliance Period.

13 **4. Pro Rata Reductions to Settlement Fund.**

14 If at least 83 of the Named Plaintiffs and/or Known Class Members sign the Damages Release,
15 the full amount of the settlement fund will be distributed to those Named Plaintiffs and Known Class
16 Members who provide such a release. If six (6) or more Named Plaintiffs and/or Known Class
17 Members do not sign the Damages Release, a pro rata amount of \$12,000 will be deducted from the
18 settlement fund for each and every Named Plaintiff and/or Known Class Member who does not sign
19 the Damages Release. At a minimum, each Named Plaintiff and Known Class Member who signs the
20 Damages Release will receive a settlement fund payment of \$12,000.

21 **B. Claims Process**

22 **1. Claim Verification.**

23 By no later than the Effective Date, Class Counsel shall provide Sutter Health with the
24 following information for each of the Named Plaintiffs and Known Class Members who permit Class
25 Counsel to provide such information to Sutter Health: name (including all names used during the
26 Class Period), date of birth, name(s) and address(es) of each Affiliate Facility visited during the Class
27 Period, date(s) of treatment or visit(s) to each Affiliate Facility, name(s) of treating physician (if
28 possible), and, for visitors, the name(s) of the patient(s) being accompanied or visited, and the name(s)

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2 of the patient(s)'s treating physician(s) (if possible) (hereinafter referred to as "Identifying
3 Information"). Class Counsel shall transmit this information via electronic mail to Sutter Health's
4 Assistant General Counsel, who shall maintain the confidentiality of such information to the extent
5 possible. Class Counsel will use all reasonable efforts, including utilizing tracing databases, to contact
6 each Named Plaintiff and Known Class Member and obtain this information prior to the Effective
7 Date.

8 Any Known Class Member who Class Counsel is unable to locate prior to the Effective Date
9 will be ineligible to participate in the Claims Process and will not release any damages claims he or she
10 may have against Sutter.

11 **2. Claims Processing.**

12 Upon receipt of any Named Plaintiff's or Known Class Member's Identifying Information,
13 Sutter Health shall make an initial determination whether it can confirm that the Named Plaintiff or
14 Known Class Member (hereinafter "Claimant") visited, on or after October 27, 2002, one or more
15 Affiliate Facility. Sutter Health shall rely on its records and the Identifying Information provided by
16 Class Counsel in making this initial determination. Within fifteen (15) days of receiving the
17 Identifying Information for any Claimant or within fifteen (15) days of the date that the Court grants
18 preliminary approval of this Consent Decree, whichever is later, Sutter Health shall provide to Class
19 Counsel its initial determination as to that Claimant's eligibility to receive a settlement share.

20 If Sutter Health preliminarily rejects any Claimant's eligibility in part or in whole, Class
21 Counsel may contact the Claimant by telephone, letter or electronic mail requesting that the Claimant
22 provide reasonable additional information (such as medical or billing records or sworn testimony) that
23 support any claims preliminarily rejected by Sutter Health. Class Counsel shall notify the Claimant
24 that this information shall be provided to Sutter Health's attorneys. The Claimant must provide such
25 information to Class Counsel within fifteen (15) days of Class Counsel's request in order for that
26 information to be considered in evaluating the Claimant's eligibility for a settlement share.

27 Within ten (10) days after receiving additional information from a Claimant, Class Counsel
28 shall provide to Sutter Health Class Counsel's recommendation as to the Claimant's eligibility for a

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2 settlement share. Within fifteen (15) days of receipt of any such additional information, Sutter Health
3 shall provide Class Counsel its final recommendation regarding the eligibility of the disputed claim.
4 Within five (5) days of receipt of Sutter Health's final recommendation, Class Counsel shall notify
5 Sutter Health of either: (a) Class Counsel's agreement with the final recommendation; or (b) a
6 statement that the claim is still in dispute and the basis for any dispute.

7 If the Parties are unable to resolve any Claimant's eligibility dispute within fifteen (15) days
8 after Class Counsel provides Sutter Health with the notice of dispute, the dispute shall be submitted to
9 Michael Loeb or his successor (hereinafter "the decision maker"), whose decision shall be binding.
10 The decision maker may request additional oral, written, or documentary information from Sutter
11 Health, Class Counsel or the Claimant. The decision maker shall have fifteen (15) days from the date
12 the dispute is submitted by the Parties to investigate and make a determination concerning the
13 Claimant's eligibility. The decision maker's eligibility determination shall be binding. The decision
14 maker's fees for making eligibility determinations shall be paid by Sutter Health unless the decision
15 maker finds that Class Counsel's position was frivolous, unreasonable, or without merit.

16 **3. Deceased Claimants.**

17 Upon submission of appropriate documentation that a Claimant is deceased, claims may be
18 made on behalf of a deceased Claimant through a representative of the estate or a legal representative
19 of the deceased if the estate is closed. Any settlement share paid on behalf of a deceased Claimant
20 shall be made payable to the estate of the deceased Claimant or to the representative.

21 **4. Damages Payment.**

22 Within fifteen (15) days of Class Counsel's agreement with Sutter Health's final
23 recommendation as to a Claimant's eligibility, or within fifteen (15) days of the resolution of any
24 dispute as to the Claimant's claim, or within fifteen (15) days of the Effective Date, whichever is later,
25 Class Counsel shall mail to the eligible Claimant the Damages Release form attached hereto as Exhibit
26 D. Class Counsel shall be responsible for obtaining a signed release from each eligible Claimant and
27 shall make its best efforts (including performing updated address traces and employing an investigator)
28 to obtain the release within thirty (30) days of the mailing. The cost of employing an investigator to

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2 obtain a Damages Release from a Claimant shall be deducted from that Claimant's settlement share. If
3 a Damages Release is not obtained, the cost of employing an investigator shall be deducted from the
4 total settlement fund.

5 Within ten (10) days of receiving a signed release from a Claimant, Sutter Health shall issue the
6 Claimant his or her \$12,000 settlement share. Each payment shall include notice to the
7 Claimant/payee that if the check is not deposited or cashed within 60 days, it shall be void. Sutter
8 Health shall also issue an IRS 1099-MISC to each Claimant receiving a settlement share under this
9 Claims Process.

10 **5. Check Reissuance.**

11 During the period up to 300 days from the initial check mailing, and upon written request by
12 the Claimant or Class Counsel, Sutter Health shall reissue checks to any Claimant whose settlement
13 share has been voided for failure to timely deposit or cash his or her check. If, after one year from the
14 date that Sutter Health mails the last settlement share to Claimants, any checks remain uncashed or
15 undeposited, the amount of such checks shall revert to Sutter Health for redistribution to the other
16 eligible Claimants.

17 **6. Redistribution of Unclaimed Settlement Funds.**

18 Within ten (10) days after the time to cash all settlement checks has expired (i.e., ten (10) days
19 after the one year anniversary of the date that Sutter Health mailed the last of the Claimant settlement
20 checks), Sutter Health shall provide a report to Class Counsel of uncashed funds. Within ten (10) days
21 of receipt of this report, Class Counsel shall direct Sutter Health to mail additional payments of the
22 remaining uncashed funds to the Claimants who cashed their initial or reissued settlement checks.
23 Sutter Health shall make these secondary payments within thirty (30) days of receipt of notice from
24 Class Counsel.

25 **7. Determinations -- Final and Binding.**

26 All determinations by Sutter Health, its agents, or affiliates, Class Counsel, or Michael Loeb or
27 his successor in this Claims Process shall be final, binding and non-appealable. No person shall have
28 any claim against Class Counsel, Sutter Health, its agents, or affiliates, or Michael Loeb or his

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2 successor based on any eligibility determinations or payments made in accordance with this Consent
3 Decree.

4 **8. No Payment If Consent Decree Is Not Approved.**

5 If the Court does not approve the Consent Decree for any reason, no payments of any kind shall
6 be made under this Consent Decree.

7 **XII. RELEASES OF CLAIMS**

8 **A. Named Plaintiffs' and Known Class Members' Damages Release**

9 Each Named Plaintiff and Known Class Member who is eligible to receive a settlement
10 payment pursuant to Section XI, above, shall execute the Damages Release form, attached hereto as
11 Exhibit D, in exchange and in consideration for the settlement share. Named Plaintiffs and Known
12 Class Members who sign the Damages Release shall hereinafter be referred to as "Releasors."

13 As set forth in the Damages Release form, each Releasor shall release, discharge and acquit
14 Sutter Health and its Affiliates, and each of their past, present and future employees, agents, attorneys,
15 officers, directors, shareholders, partners, controlling or principal members, divisions, subsidiaries,
16 insurers, claims administrators, adjusters, investigators, physicians, medical staff, nurses, student aides,
17 and medical facilities (including clinics) and all of their respective predecessors and successors in
18 interest and legal representatives (all hereinafter "Released Parties"), from any and all Released Claims
19 and Future Released Claims, as set forth in Sections XII.A.1 and 2, below. If for any reason a Releasor
20 is found to be ineligible to receive the settlement payment set forth in Section XI above, this Damages
21 Release as to that Releasor shall be null and void.

22 **1. Released Claims through the Effective Date of the Consent Decree.**

23 **a. Released Claims.**

24 Releasors shall release, discharge and acquit the Released Parties from any and all past, present
25 and/or future claims, liabilities, obligations, demands, and actions for monetary relief, including but
26 not limited to compensatory damages, statutory damages, punitive damages, prejudgment interest,
27 attorneys' fees, expenses and costs, and any other money damages that might be available under the
28 law, arising from or in any way connected with or related to any claims that any of the Released Parties

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2 engaged in any actions, omissions or conduct of discrimination against the Releasor on the basis of
3 Physical Disability in denying the Releasor Access to the Facilities, services and/or equipment of
4 Sutter Health or any Affiliate at any time prior to and including the Effective Date (“Released
5 Claims”). Releasors shall be fully and forever barred and enjoined from instituting or prosecuting in
6 any court or tribunal, either directly or indirectly, individually or representatively, any and all Released
7 Claims against the Released Parties.

8 The Released Claims include any and all claims against the Released Parties arising out of any
9 federal, state, or local disability access or disability discrimination statutes that could be alleged for
10 denial of Access to public accommodations on the basis of Physical Disability, including but not
11 limited to, the Disability Rights Laws and any other federal, state, local, or administrative statute, rule,
12 or regulation relating to disability Access or prohibiting public accommodations from discriminating
13 on the basis of disability in the provision of goods, services, facilities, advantages and/or
14 accommodations. The Released Claims also include any and all claims against the Released Parties
15 arising from common law that could be alleged for denial of Access to public accommodations on the
16 basis of Physical Disability, including, but not limited to, negligence, loss of consortium, fraud,
17 misrepresentation, unfair competition, unfair business practices, infliction of emotional distress,
18 assault, battery, and false imprisonment.

19 **b. Exclusions from Released Claims.**

20 The Released Claims do not include tort claims associated with medical malpractice,
21 discrimination claims arising from employment, or discrimination claims based upon any status or
22 characteristic other than Physical Disability.

23 **2. Waiver of California Civil Code § 1542.**

24 The Released Claims extend to all claims of any nature and kind, known or unknown, asserted
25 or unasserted, existing, claimed to exist, foreseeable or unforeseeable, suspected or unsuspected,
26 concealed or hidden, patent or latent, regarding the Released Claims. Releasors shall expressly waive
27 and relinquish any and all rights that they may have under Section 1542 of the California Civil Code,
28 which reads as follows:

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2 **SECTION 1542. GENERAL RELEASE. A GENERAL RELEASE DOES NOT**
3 **EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR**
4 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
5 **EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST**
6 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
7 **DEBTOR.**

8
9 Releasors shall expressly waive and relinquish any and all rights that they may have under the
10 provisions of all comparable, equivalent, or similar statutes and principles of law or equity of the state
11 of California or of the United States. Releasors may hereafter discover facts in addition to or different
12 from those they know or believe to be true with respect to the Released Claims, but they shall be
13 deemed to understand and acknowledge the significance and consequences of this waiver and assume
14 the risk of any injuries, losses or damages which may arise from such waiver.

15 **3. Release from the Effective Date of the Consent Decree through the Compliance**
16 **Period.**

17 **a. Released Future Claims.**

18 Except as set forth in Section XII.A.3.b, below, Releasors shall also release, discharge and
19 acquit the Released Parties from any and all future claims, liabilities, obligations, demands, and
20 actions, whether known or unknown, for alleged violations of applicable Disability Rights Laws
21 relating to Access to public accommodations on the basis of Physical Disability, based on incidents,
22 encounters, care, visits, or treatment that occurs after the Effective Date and during the Compliance
23 Period, to the extent that such claims arise out of or relate to Released Parties' actions, omissions, or
24 conduct (including physical conditions at Sutter Health and Affiliate Facilities) that are in compliance
25 with the terms of this Consent Decree ("Released Future Claims").

26 **b. Exclusions from Released Future Claims.**

27 The Released Future Claims do not include any claims, rights, demands, charges, complaints,
28 actions, causes of action or liabilities for alleged violations of applicable Disability Rights Laws based
upon a violation of the terms of this Consent Decree. The Released Future Claims also do not include
any claims, rights, demands, charges, complaints, actions, causes of action or liabilities that may be
claimed under the Disability Rights Laws or common law for alleged personal injury or property
damage arising from the negligence, intentional wrongdoing, or willful misconduct of a Released Party

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2 after the Effective Date.

3 **4. Covenant Not to Sue.**

4 In further consideration of the settlement payments set forth herein, Releasors shall covenant
5 and agree that during the Compliance Period, they will not file any suit, charge or action against any of
6 the Released Parties for the following:

- 7 a. claims for alleged violations of applicable Disability Rights Laws based upon a
8 Released Party's violation of the terms of the Consent Decree during the Compliance Period; and
9 b. tort claims or claims arising under the Disability Rights Laws, to the extent that
10 those claims seek actual damages related to any non-physical injury the Releasor may suffer during the
11 Compliance Period due to discriminatory denial of Access to Released Parties' Facilities, services and
12 equipment on the basis of Physical Disability, whether or not the Released Party's alleged conduct
13 complies with the Consent Decree.

14 Instead, Releasors will notify Class Counsel of any such claim, and Class Counsel shall make a
15 determination of whether to present such claim to Sutter Health utilizing the Dispute Resolution
16 Procedure, set forth in Section X below. If, in Dispute Resolution, the Releasor's claim is based upon
17 an alleged violation of applicable Disability Rights Laws, the claim will be subject to the legal
18 standard applicable to claims for negligence, intentional wrongdoing, or willful misconduct.

19 **B. Named Plaintiffs' and Class Members' Release of Injunctive and Declaratory Relief and**
20 **Attorneys' Fees and Costs**

21 1. In consideration for the promises made above, the Named Plaintiffs, on behalf of
22 themselves and the Class Members do hereby release, discharge and acquit Sutter Health and Affiliates
23 and each of their past, present and future employees, agents, attorneys, officers, directors, shareholders,
24 partners, controlling or principal members, divisions, subsidiaries, insurers, claims administrators,
25 adjusters, investigators, physicians, medical staff, nurses, student aides, and medical facilities
26 (including clinics) and all of their respective predecessors and successors in interest and legal
27 representatives (all hereinafter "Released Parties"), from any and all past, present and future claims,
28 liabilities, obligations, demands, and actions, whether known or unknown, that were brought, could
have been brought, or that could be brought during the Class Period and/or the Compliance Period

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2 against Released Parties in the Action for injunctive or declaratory relief and/or for attorneys' fees and
3 costs arising out of any federal, state, or local disability Access or disability discrimination statutes that
4 could be alleged for denial of Access to public accommodations on the basis of Physical Disability,
5 including but not limited to, the Disability Rights Laws and any other federal, state, local, or
6 administrative statute, rule, or regulation relating to disability Access or prohibiting public
7 accommodations from discriminating on the basis of disability in the provision of good, services,
8 facilities, privileges, advantages, and/or accommodations, except as otherwise provided in this Consent
9 Decree.

10 Nothing in this release shall be understood as a class release of claims for money damages.
11 Except as released through individual releases as part of the claims process set forth at Section XI,
12 above, this Consent Decree does not constitute a release of money damages for any Class Member.

13 2. Except as otherwise provided by this Consent Decree and provided by law, Named
14 Plaintiffs, on behalf of themselves and the Class Members, agree that they will not, on behalf of
15 themselves, or in cooperation or participation with any other person, firm, entity, corporation, institute,
16 or government agency, file, refile, or in any manner participate in or prosecute any claim, charge,
17 grievance, complaint or action of any sort seeking declaratory or injunctive relief and/or attorneys' fees
18 or costs, before any local, state or federal court, arbitrator, or administrative agency, board or tribunal
19 concerning any matter which was raised or could have been raised in connection with any matter
20 released in Section XI.A, above, for the duration of the Compliance Period. Named Plaintiffs further
21 agree to dismiss the Action promptly with prejudice, except as set forth in Section IV, above.

22 3. For purposes of enforcing this Consent Decree, individual Class Members shall have no
23 right to enforce its terms. Only Named Plaintiffs through Class Counsel may seek to enforce the terms
24 of this Consent Decree through the dispute resolution process provided for in Section X herein. To the
25 extent individual Class Members have complaints regarding implementation of the terms of this
26 Consent Decree, they shall bring these complaints to the attention of Class Counsel, who will decide
27 whether to pursue them through the dispute resolution process provided for herein.
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2 **XIII. NOTICE, OBJECTIONS, AND OPT-OUTS**

3 **A. Final Approval of Settlement**

4 Following preliminary approval of the Consent Decree, the Court shall hold a hearing to
5 establish the fairness of the final settlement of the claims of the Class Members against Sutter and to
6 decide whether there will be Final Approval of the Consent Decree and certification of the class. This
7 hearing shall take place at a date allowing for a period of notice to the Class as the Court may direct.
8 At this hearing, the Parties shall jointly move for Final Approval of the Consent Decree.

9 **B. Notice of Proposed Class Action Settlement and Final Approval Hearing**

10 **1. Mailed Notice.**

11 Not later than fourteen (14) days after the Court grants preliminary approval of the Consent
12 Decree, Class Counsel will provide the Notice of Proposed Class Action Settlement (“Notice”) in the
13 form attached hereto as Exhibit E to all Known Class Members. Notice will be sent via first class
14 United States mail or electronic mail. Additionally, Class Counsel will mail the Notice to the
15 Community Based Organizations set forth in Exhibit F hereto. Such notice will be sent via first class
16 United States mail or electronic mail.

17 **2. Published Notice.**

18 Not later than fourteen (14) days after the Court grants preliminary approval of this Consent
19 Decree, Sutter Health shall cause the Notice (Exhibit E) to be published one time in each of the
20 newspapers set forth in Exhibit G attached hereto. Additionally, the Notice shall be posted on the
21 Sutter Health website and the separate website for each Affiliate, such that the Notice can be accessed
22 from a single Accessible link from the home page of each such website. Sutter and/or the Affiliate
23 shall pay all costs of published notice.

24 **C. Objections**

25 1. Class Members who wish to object to the final approval of the Consent Decree must do
26 so in writing. Written objections shall be mailed to Class Counsel or sent by electronic mail to Class
27 Counsel at the addresses set forth in Section XVI.G, below. Written objections must be postmarked
28 and mailed to Class Counsel or time-stamped on electronic mail not later than the date set by the Court

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2 in its order preliminarily approving the settlement and set forth in the Notice of Proposed Class Action
3 Settlement. Objectors may appear at the fairness hearing, either in person or through their own counsel
4 if they so request in writing.

5 2. Class Counsel shall note the date received on the original of any objection received and
6 shall serve copies of the objections on counsel for Sutter not later than two (2) business days after
7 receipt thereof and shall file the date-stamped originals of any objections with the Clerk of the Court
8 not later than ten (10) business days prior to the date set for the fairness hearing.

9 **D. No Opt-Out Right**

10 This class settlement addresses declaratory and injunctive relief only. Because the class
11 settlement does not address damages for Class Members other than the Known Class Members, who
12 are eligible to participate in the Claims Process set forth in Section XI, above, Class Members may not
13 opt out of the terms of this Consent Decree. Class Members other than Known Class Members do not
14 release their individual claims for damages.

15 **XIV. ATTORNEYS' FEES AND COSTS**

16 **A. Attorneys' Fees and Costs Through Effective Date**

17 **1. Fees Through December 31, 2007.**

18 Sutter has paid Class Counsel \$691,500 in settlement of all reasonable attorneys' fees and costs
19 for any and all work performed by Class Counsel, as well as by all lawyers, law firms, employees,
20 contractors and/or experts whom Class Counsel hired, retained, consulted with or contracted with, on
21 all issues raised in this Action, to and including December 31, 2007. All of the attorneys' fees,
22 expenses and costs paid to Class Counsel represent payment for time and costs Class Counsel
23 expended on the injunctive relief issues in this case. None of this amount represents payment for time
24 or costs expended in obtaining individual monetary payments for the Named Plaintiffs or Known Class
25 Members.

26 **2. Fees and Costs Through Preliminary Approval.**

27 a. Sutter will pay Class Counsel additional reasonable attorneys' fees and costs of
28 up to \$185,000 for work performed from January 1, 2008 through the date of the preliminary approval

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2 hearing, assuming the hearing takes place no later than April 28, 2008. In the event that the hearing on
3 preliminary approval is not held by April 28, 2008 for any reason other than the scheduling
4 convenience of the Parties or the Court, Sutter and Class Counsel will meet and confer to adjust the
5 cap.

6 b. This cap will include work performed on the following activities:

7 i. Negotiating, drafting and finalizing the Consent Decree, including
8 preparing for and participating in mediation;

9 ii. Preparing a motion and supporting documents in support of preliminary
10 approval of the Consent Decree and certification of a settlement class, and appearing at the hearing in
11 support of the motion for preliminary approval and class certification;

12 iii. Negotiating and drafting a Superseding MOU on Architectural Barrier
13 Removal;

14 iv. Ongoing work as set forth in the three MOUs, on which the Parties shall
15 continue to work diligently during this period, including commenting on and negotiating the terms of
16 the template policies and procedures; and

17 v. Communicating with Named Plaintiffs and Class Members.

18 c. Class Counsel will keep contemporaneous fee and cost records for all work done
19 between January 1, 2008 and the date of the preliminary approval hearing, and will bill against the cap
20 based on current hourly rates and number of hours reasonably worked. Class Counsel will delegate
21 work to the maximum extent reasonable to associates or paralegals qualified to do the work and will
22 strive to avoid duplication of effort. At the hearing of the motion for preliminary approval, Class
23 Counsel will state the amount of the cap and report to the Court if the actual amount incurred is less
24 than the capped amount. Within 45 days of the preliminary approval hearing, Sutter shall pay Class
25 Counsel the lesser of either Class Counsel's actual total of attorneys' fees, expenses and costs incurred
26 during the relevant time period or the capped amount.
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2 **3. Fees and Costs Through Effective Date of Consent Decree.**

3 a. Sutter will pay Class Counsel additional reasonable attorneys’ fees and costs of
4 up to \$75,000 for work performed from the date of the hearing on preliminary approval of the Consent
5 Decree through the Effective Date. This cap will include work performed on the following activities:

- 6 i. Working with Sutter to provide class notice;
7 ii. Communicating with Named Plaintiffs and Class Members, including
8 responding to inquiries concerning the Consent Decree;
9 iii. Responding to potential objections by Class Members;
10 iv. Finalizing a Superseding MOU on Architectural Barrier Removal;
11 v. Preparing a motion and supporting documents in support of final
12 approval of the Consent Decree;
13 vi. Preparing for and attending the fairness hearing; and
14 vii. Ongoing work as set forth in the three MOUs, on which the Parties shall
15 continue to work diligently during this period.

16 b. If any objections are received from Class Members that require more than five
17 hours of attorney time by Class Counsel and/or require Class Counsel to retain an expert in order to
18 prepare a response, Class Counsel will notify Sutter, and Sutter and Class Counsel will meet and
19 confer to adjust the cap.

20 c. Class Counsel will keep contemporaneous fee and cost records for all work done
21 between the hearing on preliminary approval and the Effective Date, and will bill against the cap based
22 on current hourly rates and number of hours reasonably worked. Class Counsel will delegate work to
23 the maximum extent reasonable to associates or paralegals qualified to do the work, and will strive to
24 avoid duplication of effort. At the fairness hearing, Class Counsel will state the amount of the cap and
25 report to the Court if the actual amount incurred is less than the capped amount. Within 45 days of the
26 fairness hearing, Sutter shall pay Class Counsel the lesser of either Class Counsel’s actual total of
27 attorneys’ fees, expenses and costs incurred during the relevant time period, or the capped amount.
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2 **B. Attorneys' Fees and Costs From Effective Date Through Compliance Period**

3 1. Sutter will pay Class Counsel additional reasonable attorneys' fees and costs for work
4 performed from the Effective Date through the Compliance Period. In order to determine a reasonable
5 estimate of the time Class Counsel will devote during the Compliance Period, Class Counsel will have
6 60 days after the Effective Date to evaluate and estimate the time spent on monitoring tasks. Within
7 two weeks of the conclusion of this 60-day period, the Parties will meet and confer to develop a budget
8 and plan for periodic goals and/or caps on the amount of attorneys' fees and costs for which Sutter
9 shall compensate Class Counsel for the legal work remaining to be performed during the Compliance
10 Period. If not accomplished through the initial meet and confer sessions, within six months of the 60-
11 day period, the Parties will meet and confer to develop periodic fee caps for the legal work remaining
12 to be performed during the Compliance Period. Class Counsel shall keep contemporaneous fee and
13 cost records for all work performed during this 60-day period, and shall bill their time at their current
14 2008 hourly rates. If the Parties are unable to develop any such plan or budget within a reasonable
15 time period, the matter shall be subject to the dispute resolution process provided for in Section X
16 herein.

17 2. Throughout the Compliance Period, Class Counsel will delegate work to the maximum
18 extent reasonable to associates or paralegals qualified to do the work and will strive to avoid
19 duplication of effort. Sutter will not pay attorneys' fees for clerical tasks, file review by new attorneys
20 or paralegals assigned to the matter, routine research on legal issues expected to be within the
21 knowledge of reasonably experienced counsel, or for senior counsel to train junior counsel or
22 paralegals. Sutter will compensate Class Counsel for reasonable time spent by senior and junior
23 counsel or paralegals giving and/or receiving instruction, conferring on specific tasks, and coordinating
24 tasks.

25 3. For all legal work performed during the Compliance Period, Class Counsel shall keep
26 contemporaneous fee and cost records. Within fifteen (15) days of the end of each quarterly period,
27 Class Counsel shall submit quarterly statements of their reasonable attorneys' fees, expenses and costs
28 to Sutter listing the work performed, the persons performing the work, the hourly rate of each such

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2 person, and a description of the particular costs and expenses incurred. Within thirty (30) days of
3 receiving Class Counsel’s periodic statement, Sutter shall either pay the amount stated, or challenge
4 time or costs it believes was unnecessary or unreasonable and pay the remaining unchallenged amount.
5 In the event that Sutter challenges any of Class Counsel’s stated attorneys’ fees or costs, the Parties
6 shall meet and confer for a reasonable time period to resolve the matter. Any remaining disputes shall
7 be subject to the dispute resolution process provided for in Section X herein.

8 **XV. PRESS RELEASE**

9 Upon submission of the Parties’ request for preliminary approval, the Parties will jointly
10 disseminate a media release, in the form attached as Exhibit H hereto, recognizing the efforts of Sutter
11 and the Affiliates to take a leadership role in providing Accessible Facilities and health care services to
12 persons with Disabilities.

13 **XVI. MISCELLANEOUS PROVISIONS**

14 **A. Calculation of Time**

15 In computing any period of time prescribed or allowed by this Consent Decree, unless
16 otherwise stated, such computation or calculation shall be made consistent with California Code of
17 Civil Procedure §§ 12-13.

18 **B. No Admission of Liability**

19 This Consent Decree represents the compromise of disputed claims, which the Parties
20 recognize would require protracted and costly litigation to determine. Sutter’s entry into this Consent
21 Decree is not and may not be used by any person as an admission or evidence that Sutter has engaged
22 in any practice that violates the Disability Rights Laws or any other state, federal or local civil rights
23 law.

24 **C. Deadlines**

25 All time lines set forth in this Consent Decree are subject to extension by mutual agreement of
26 the Parties, set forth in a writing signed by the Parties or their Counsel.

27 **D. Entire Consent Decree**

28 This Consent Decree, including the Exhibits thereto, contains the entire agreement between the

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2 Parties regarding all claims asserted in this Action, and it supersedes all negotiations, representations,
3 discussions, understandings, contracts, or agreements, prior to the date of this Consent Decree. The
4 Negotiation and Tolling Agreement entered into by the Named Plaintiffs, Class Counsel, Sutter Health,
5 Sutter Medical Center -- Sacramento, Alta Bates Summit Medical Center, California Pacific Medical
6 Center, Sutter Roseville Medical Center, and Marin General Hospital on October 27, 2005, and all
7 Addenda thereto entered into by Eden Medical Center, Mills Peninsula Health Services, Sutter Santa
8 Cruz, Sutter Solano Medical Center, Sutter Medical Center of Santa Rosa, St. Luke's Hospital, Palo
9 Alto Medical Foundation, Sutter Delta Medical Center, and Sutter Tracy Community Hospital, shall
10 terminate as of the date that this Consent Decree is executed by the Named Plaintiffs and Sutter. This
11 Consent Decree may not be changed or modified, in whole or in part, except by an instrument in
12 writing signed by the Parties or their Counsel.

13 **E. Counterparts**

14 This Consent Decree may be executed in one or more counterparts, each of which will be
15 considered an original, but all of which, when taken together, will constitute one and the same
16 instrument.

17 **F. Construction**

18 The terms of this Consent Decree are the product of joint negotiations and shall not be
19 construed as having been authored by one party rather than another. The headings and sub-headings in
20 this Consent Decree are solely for convenience and will not be considered in its interpretation. Where
21 required by context, the plural includes the singular and the singular includes the plural. Examples in
22 the Consent Decree are intended to be illustrative, not exhaustive.

23 **G. Notices**

24 Except as is otherwise provided in this Consent Decree, all notifications, reports and
25 communications to the Parties required under this Consent Decree shall be made in writing and shall
26 be sufficient if hand-delivered, sent by first class mail, or delivered through e-mail to the following
27 persons:
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2 For Plaintiffs:
3 Melissa W. Kasnitz, Esq.
4 Mary-Lee Kimber, Esq.
5 Disability Rights Advocates
6 2001 Center Street, Third Floor
7 Berkeley, CA 94704-1204
8 Email: mkasnitz@dralegal.org

For Sutter:
William A. Lichtig, Esq.
Julie Raney, Esq.
McDonough, Holland & Allen, PC
555 Capitol Mall, 9th Floor
Sacramento, CA 95814-4692
email: wlichtig@mhalaw.com
jraney@mhalaw.com

7 Linda M. Dardarian, Esq.
8 Heather Mills, Esq.
9 Goldstein, Demchak
10 Baller, Borgen & Dardarian
11 300 Lakeside Drive, 10th Floor
12 Oakland, CA 94612-3534
13 Email: ldardarian@gdblegal.com
14 hmills@gdblegal.com

15 Any party may change such addresses by written notice to the other Parties, setting forth a new
16 address for this purpose. Notwithstanding the provisions for notification contained in this paragraph,
17 the Parties may send each other such notification, reports, and communication by facsimile
18 transmission.

19 **H. Persons Bound**

20 The terms of this Consent Decree are and shall be binding upon Plaintiffs and Releasees, and
21 upon all of their present and future representatives, counsel, agents, directors, officers, assigns, heirs,
22 and successors.

23 **I. Breach**

24 Breach of any term(s) of this Consent Decree by one or more defendant(s) does not invalidate
25 the Consent Decree as to any or all of the remaining, non-breaching defendant(s). Breach of this
26 Consent Decree by one defendant does not constitute a breach by and other defendant.

27 **J. Knowing and Voluntary Consent Decree**

28 1. The Parties declare that prior to the execution of this Consent Decree, they apprised
themselves of sufficient relevant information, through sources of their own selection, in order that they
might intelligently exercise their own judgment in deciding whether to execute it, and in deciding on
the contents hereof. The Parties further declare that their respective decisions are not predicated on or

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2 influenced by any declarations or representations of the Named Plaintiffs or persons or entities released
3 or any predecessors in interest, successors, assigns, officers, directors, employees, attorneys, or agents
4 of said entities other than as may be contained in this instrument.

5 2. The Parties expressly state that they have read this Consent Decree and understand all
6 of its terms, that the preceding paragraphs recite the sole consideration for this Consent Decree and
7 that all agreements and understandings between the Parties are embodied and expressed herein. This
8 Consent Decree is executed voluntarily and with full knowledge of its significance.

9 SO ORDERED, ADJUDGED AND DECREED this ____ day of _____, 2008.

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11 _____
12 Judge of the Superior Court

13 Agreed to in form:
14

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16 Dated: April 17, 2008

s/ Melissa Kasnitz
Disability Rights Advocates
By: Melissa W. Kasnitz
Attorney for Plaintiffs

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18
19 Dated: April 17, 2008

s/ Linda M. Dardarian
Goldstein, Demchak, Baller, Borgen & Dardarian
By: Linda M. Dardarian
Attorney for Plaintiff

20
21
22 Dated: April 17, 2008

s/ Julie Raney
McDonough Holland & Allen PC
By: Julie Raney
Attorneys for Defendants

23
24
25 AGREED:

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27 Dated: _____, 2008

By: _____
Stephen Olson
Plaintiff

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Dated: _____, 2008 By: _____
Sharon Thompson
Plaintiff

Dated: _____, 2008 By: _____
Don Brown
Plaintiff

Dated: _____, 2008 By: _____
Kaylee Helmantoler, a minor, through her Guardian Ad
Litem, Alany Helmantoler

Dated: April 17, 2008 SUTTER HEALTH AND AFFILIATES
By: /s Robert Reed
Robert Reed, Sutter Health
Senior Vice President and Chief Financial Officer
On Behalf of Sutter Health and Affiliates

EXHIBIT A

**Sutter Health Mediation
Memorandum of Understanding
Re: Architectural Barrier Removal**

The parties to this Memorandum of Understanding ("MOU") are (i) Sutter Health, a California nonprofit public benefit corporation ("Sutter Health") and (ii) Disability Rights Advocates and Goldstein, Demchak, Baller, Borgen & Dardarian on behalf of their clients ("Plaintiffs"). Plaintiffs, for the purpose of this MOU are Stephen L. Olson and Sharon Thompson and the putative class described in *Olson, et al. v. Sutter Health, et al.*, (the "Action"), filed in the Superior Court of California, County of Alameda, Case No. RG-06-302354.

RECITALS

1. WHEREAS, the parties are engaged in structured negotiations governed by a tolling agreement to resolve claims concerning disability access at Sutter Health affiliate facilities, including potential claims regarding injunctive relief; damages to individuals affected by allegedly discriminatory policies and/or practices; and reasonable attorneys' fees, litigation expenses, and costs;
2. WHEREAS, structured negotiations have entailed discussions about the following potential injunctive relief at Sutter Health affiliate facilities: the process for identifying architectural barriers at affiliate facilities and developing proposed remediation plans; installation of accessible medical equipment; adoption of policies and procedures to improve access to health care for persons with disabilities; additional training for medical professionals, staff and volunteers in (a) use of accessible medical equipment, (b) provision of auxiliary aids and services, and (c) compliance with policies and procedures; implementation of existing or modified policies for providing access to health care for persons with disabilities; and provision of auxiliary aids and services for person with disabilities;
3. WHEREAS, this MOU is intended only to address the parties' agreement concerning the process for identifying architectural barriers at affiliate facilities and developing proposed remediation plans, leaving the other issues for further negotiation.

AGREEMENT

NOW THEREFORE, Plaintiffs and Sutter Health agree as follows:

4. The parties will agree on an expert to be engaged by Sutter Health to provide an architectural barrier assessment for the Sutter Health affiliate facilities specified in Attachment A as well as those identified in ¶ 5, below. The scope of each assessment will be determined by the parties in advance of each facility survey, but shall be determined according to the following general parameters:
 - a. For facilities scheduled for replacement or substantial renovation prior to January 1, 2013, the seismic retrofit deadline set forth in Senate Bill 1953 (or any extension of this deadline as provided by Senate Bill 1661), the expert shall conduct a "limited survey" of predetermined public and patient care areas as specified in Attachment B.

- b. For facilities not scheduled for replacement or substantial renovation prior to January 1, 2013 (or any extension of this deadline as provided by Senate Bill 1661), the expert shall conduct a "full survey" of all public and patient care areas as specified in Attachment C.
5. The first two facilities to undergo the architectural barrier assessment survey will be Sutter Medical Center, Sacramento (Sutter General Hospital) and California Pacific Medical Center (Davies Campus).
6. The parties agree that Sutter Health shall engage Sally Swanson & Associates ("SSA") as the expert to conduct the surveys of the first two facilities. Sutter Health shall request that SSA adhere to the following timeline for completion of the first two surveys, unless prevented from doing so by unforeseen circumstances:
 - a. Before conducting the surveys, but not later than 15 working days after the signing of this MOU, SSA will participate in an engagement design workshop with appropriate design and construction personnel to develop a detailed scope for each project.
 - b. No later than 30 working days after the signing of this MOU, SSA will conduct a limited survey of the first two facilities.
 - c. No later than 45 working days after the signing of this MOU, SSA shall deliver its report to the parties' counsel.
7. Following completion of work by SSA on the initial two facilities, the parties will meet and confer within 30 working days to review SSA's performance and availability for ongoing work. The parties will determine whether to continue with the engagement of SSA for additional barrier assessment surveys or whether to engage a different expert. If the parties are dissatisfied with SSA's performance at any time after the initial two surveys, and the parties cannot agree on a new expert, the parties will use the dispute resolution process set forth herein to identify an appropriate expert. If at any time, SSA becomes unavailable and the parties cannot agree on a substitute, the parties will follow the dispute resolution process set forth herein to identify an appropriate expert.
8. After the process set forth above is completed at the first two facilities, the expert will utilize the same steps, as appropriate, for all remaining Sutter Health affiliate facilities specified in Attachment A.
9. Following receipt of any expert survey report, Sutter Health will have 60 days to evaluate the report and notify Plaintiffs whether (a) Sutter Health and the affiliate will adopt the expert's proposed remediation plan; or (b) Sutter Health and the affiliate will propose an alternative remediation plan. If Sutter Health and the affiliate adopt the expert's proposed remediation plan, Sutter Health shall be primarily responsible for developing all cost estimates and completion schedules associated with this plan.
10. If Sutter Health and the affiliate propose their own remediation plan, Sutter Health shall provide to Plaintiffs in writing its basis for rejecting the expert's remediation plan, including any statutory defenses. Sutter Health shall be primarily responsible for developing all cost

estimates and completion schedules associated with its proposed remediation plan. Sutter Health shall provide its proposal to Plaintiffs within 30 days of its notification to Plaintiffs set forth in paragraph 9 above. Within 30 days of receipt of Sutter Health's proposal, the parties and Michael Loeb will meet and confer to develop a final plan. If the parties cannot agree on a final plan, they will treat their failure to reach agreement as a dispute to be resolved in accordance with paragraphs 11-13 below.

11. The parties shall seek to resolve any dispute arising under this MOU concerning its application, enforcement, or interpretation through a meet and confer session convened no later than 30 days after a party provides notice to the other party that a dispute has arisen.
12. If the parties are unable to resolve any dispute arising under this MOU within two weeks of commencement of the meet and confer process set forth in paragraph 10 or 11, either party may seek private mediation with Michael Loeb.
13. If mediation is unsuccessful, the parties agree that Michael Loeb will appoint an arbitrator from the Judicial Arbitration and Mediation Services (JAMS) in San Francisco for binding arbitration, in accordance with the procedures set forth in the Binding Arbitration Process attached hereto as Attachment D.
14. Fees incurred for time spent on the resolution of any disputes through meet and confer and/or mediation, but excluding arbitration, will be subject to the meet and confer and/or mediation process. If the parties are able to reach agreement on the substance of a dispute, but not on the issue of fees and costs, through direct meet and confer efforts or through mediation, the issue of fees and costs may be addressed through a motion for reasonable fees and costs made to an arbitrator appointed by Michael Loeb from JAMS. A decision on such motion will be binding on the parties.
15. All time lines set forth in this MOU are subject to extension by mutual agreement of the parties.

Date: March __, 2007

DISABILITY RIGHTS ADVOCATES

By: _____
Melissa W. Kasnitz
On behalf of Plaintiffs

Date: March ____, 2007

GOLDSTEIN, DEMCHAK, BALLER, BORGEN
& DARDARIAN

By: _____
Linda M. Dardarian
On Behalf of Plaintiffs

Date: March ____, 2007

SUTTER HEALTH

By: _____
Gary F. Loveridge
On Behalf of Sutter Health

ATTACHMENT A

Architectural barrier surveys will be conducted for the patient-care areas at the following acute care facilities and additional patient-care facilities associated with the Sutter Health affiliates, such additional facilities to be determined during the engagement design workshop. This list may be modified due to changes in use or ownership.

Alta Bates Summit Medical Center

- Ashby Campus
2450 Ashby Avenue
Berkeley, CA 94705
- Herrick Campus
2001 Dwight Way
Berkeley, CA 94704
- Summit Medical Center
350 Hawthorne Avenue
Oakland, CA 94609
- Adolescent Treatment Centers, Inc., dba Thunder Road
390 40th Street
Oakland, CA 94609
- Health Ventures, Inc. (Out Patient Pharmacy)
Facilities to be surveyed will be determined at the engagement design workshop.

California Pacific Medical Center

- California Campus
3700 California Street
San Francisco, CA 94118
- Pacific Campus
2333 Buchanan Street
San Francisco, CA 94115
- Davies Campus
45 Castro Street
San Francisco, CA 94114
- Physician Foundation
Facilities to be surveyed will be determined at the engagement design workshop.
- St. Luke's Hospital

3555 Cesar Chavez Street
San Francisco, CA 94110

- St. Luke's Health Care Center
Facilities to be surveyed will be determined at the engagement design workshop.

Eden Medical Center

20103 Lake Chabot Road
Castro Valley, CA 94546

Marin General Hospital

250 Bon Air Road
Greenbrae, CA 94904

Memorial Hospital Los Banos

520 West "I" Street
Los Banos, CA 93635

Memorial Hospitals Association dba Memorial Medical Center Modesto

1700 Coffee Road
Modesto, CA 95355

Mills-Peninsula Health Services

- Peninsula Medical Center
1783 Camino Real
Burlingame, CA 94010
- Mills Health Center
100 S. San Mateo Drive
San Mateo, CA 94010
- Mills-Peninsula Senior Focus
1720 El Camino Real
Burlingame, CA 94010

Novato Community Hospital

180 Rowland Way
Novato, CA 94945

Sutter Amador Hospital

200 Mission Boulevard
Jackson, CA 95642

Sutter Coast Hospital

800 East Washington Boulevard
Crescent City, CA 95531

Sutter Delta Medical Center

3901 Lone Tree Way
Antioch, CA 94509

Sutter Health Sacramento Sierra Region

- Sutter Roseville Medical Center
One Medical Plaza
Roseville, CA 95661
- Sutter Auburn Faith Hospital
11815 Education Street
Auburn, CA 95603
- Sutter Davis Hospital
2000 Sutter Place
Davis, CA 95617

Sutter Medical Center, Sacramento

- Sutter Memorial Hospital
5151 F Street
Sacramento, CA 95819
- Sutter General Hospital
2801 L Street
Sacramento, CA 95816
- Sutter Center for Psychiatry
7700 Folsom Boulevard
Sacramento, CA 95826

Sutter Maternity & Surgery Center of Santa Cruz

2900 Chanticleer Avenue
Santa Cruz, CA 95065

Sutter Lakeside Hospital

5176 Hill Road East

Lakeport, CA 95453

Sutter Medical Center, Santa Rosa

3325 Chanate Road
Santa Rosa, CA 95404

Sutter Solano Medical Center

300 Hospital Drive
Vallejo, CA 94589

Sutter Tracy Community Hospital

1420 N. Tracy Boulevard
Tracy, CA 95376

Sutter Visiting Nurse Association and Hospice

Facilities to be surveyed will be determined at the engagement design workshop.

Palo Alto Medical Foundation

Facilities to be surveyed will be determined at the engagement design workshop.

Palo Alto Medical Foundation for Health Care, Research & Education

Facilities to be surveyed will be determined at the engagement design workshop.

Sutter East Bay Medical Foundation

Facilities to be surveyed will be determined at the engagement design workshop.

Sutter Gould Medical Foundation

Facilities to be surveyed will be determined at the engagement design workshop

Sutter North Medical Foundation

480 Plumas Boulevard
Yuba City, CA 95991

Sutter Santa Cruz Medical Foundation

Facilities to be surveyed will be determined at the engagement design workshop.

Sutter Medical Foundation

Facilities to be surveyed will be determined at the engagement design workshop.

Sutter Regional Medical Foundation

Facilities to be surveyed will be determined at the engagement design workshop.

ATTACHMENT B

The limited survey shall provide a review of facilities that are slated for full replacement or substantial renovation prior to January 1, 2013, the seismic retrofit deadline set forth in Senate Bill 1953 (or any extension of this deadline as provided by Senate Bill 1661). The limited survey shall identify the priorities for access barrier removal during the term that the existing facilities will remain in service. The limited survey shall provide for inspection of selected patient-care and public-use areas of the facility in their current use to identify access barriers for the mobility impaired, visually impaired, and hearing impaired. The limited survey shall further include review of all relevant construction documents for identification of access compliance issues.

Areas to be inspected shall include:

- Parking facilities.
- Path of travel from parking facilities to building entrance and through the building (also through the campus if a facility includes multiple buildings).
- Lobby/entrance areas.
- Elevators.
- Public restrooms that are designated as accessible.
- Public telephones.
- Waiting/administrative areas serving patient care areas (including any restrooms that are designated as accessible).
- Selected exam rooms: one in each wing or designated service area (including any restrooms serving exam rooms that are designated as accessible).
- Selected patient wards and private rooms: all specialty wards (ICU, maternity, etc.), and one in each general service area (including restrooms and shower rooms, if separate).
- Path of travel and accessibility of "gatekeeper" to diagnostic facilities (x-ray, CT scan, etc.), physical therapy facilities, lab facilities (as used by patients), pharmacies (available for use by patients): This is intended to review whether a patient can access the appropriate area and contact the initial service provider (whether an administrator, a technician, or someone else) to initiate service, including if necessary a review of how service can best be provided.
- Hospital cafeteria, gift shop, and/or other service areas available for patients and visitors.

The limited survey report shall include:

- Identification of the most critical access barriers (per the stricter of federal, state, and local regulations).
- References to applicable code sections.
- Measurements reflecting the lack of compliance.
- Suggested solutions for barrier removal and/or administrative options to overcome the barriers during the remaining usable life of the building.

- Relative priorities for barrier removal, taking into consideration plans for future renovations, alterations, or decommissioning.
- Database reports with sort capabilities, photographs and management tools to set schedules based on priority items and current and future alteration or construction projects.

ATTACHMENT C

The full survey shall provide a review of all patient-care and public-use areas to identify access barriers for the mobility impaired, visually impaired, and hearing impaired. The full survey shall further include review of all relevant construction documents for identification of access compliance issues.

Areas to be inspected include:

- Parking facilities.
- Path of travel from parking facilities to building entrance and through the building (also through the campus if a facility includes multiple buildings).
- Lobby/entrance areas.
- Elevators.
- Public restrooms.
- Public telephones.
- Waiting/administrative areas serving patient care areas (including restrooms and including adequate space for wheelchairs).
- Exam rooms (including restrooms serving exam rooms).
- Patient wards and private rooms (including restrooms and shower rooms, if separate).
- Diagnostic facilities (x-ray, CT scan, etc.)
- Physical therapy facilities.
- Lab facilities (as used by patients).
- Pharmacies (available for use by patients).
- Hospital cafeteria, gift shops and/or other service areas available for patients and visitors.
- Administrative areas accessed by patients (e.g. areas where patients may discuss insurance issues with facility staff).

The full survey report shall include:

- Identification of each element that does not conform to legal standards (per the stricter of federal, state, and local regulations).
- References to applicable code sections.
- Measurements reflecting the lack of compliance.
- Detailed proposed solutions for barrier removal and/or administrative options to overcome the barrier.
- Identification of technically infeasible barrier removal.
- Relative priorities for barrier removal, taking into consideration plans for future renovations or alterations.

- Database reports with sort capabilities, photographs and management tools to set schedules based on priority items and current and future alteration or construction projects.

ATTACHMENT D

Binding Arbitration Process

1. Purpose and Interpretation. It is the parties' intent that their disputes arising from or related to this Memorandum of Understanding be resolved in an efficient and timely manner, and in a manner that limits the operational disruption and expense involved in resolving such disputes, so that they may cooperatively proceed with identifying and remediating any barriers to equal access to healthcare services. Accordingly, in interpreting and applying the provisions of this Binding Arbitration Process, the parties, the arbitration administrator, the Arbitrator, and the appropriate Superior Court for the State of California shall be guided by, and endeavor to support, the parties' agreement and goal to engage in as streamlined an approach to dispute resolution as possible given the nature of the dispute between them.
2. Agreement to Arbitrate. The parties shall submit all disputes arising under the MOU that remain unresolved after completing the meet and confer and mediation procedures contained in this MOU to binding arbitration in lieu of litigation in any court. The arbitration shall be conducted before a single neutral Arbitrator from the arbitrator panel of the Judicial Arbitration and Mediation Services (JAMS) in San Francisco, to be appointed by Michael Loeb after consultation with the parties but no later than 15 days after the Arbitration Demand has been served. All arbitrations shall be conducted in accordance with the provisions of this Binding Arbitration Process (the "Arbitration Rules") as interpreted under California law.
3. Initiation of Arbitration. Either party may initiate arbitration by serving on the other party an arbitration demand setting forth a brief statement of the dispute and the relief requested ("Arbitration Demand"). The failure of an Arbitration Demand to provide an adequate statement of the dispute for the relief requested shall not be grounds to dismiss the arbitration, but shall constitute grounds to stay the proceedings until, in the discretion of the Arbitrator, an Arbitration Demand satisfying these requirements is submitted.
4. Administration of Arbitration. The arbitration shall be administered by JAMS in accordance with the JAMS rules applicable to streamlined arbitrations then in effect, to the extent that those rules do not conflict with the process set forth herein.
5. Arbitration Fee Advance. The parties shall each advance one-half of all fees and deposits required by JAMS, subject to reallocation in accordance with Paragraph 13.
6. Initial Conference with Arbitrator. After the Arbitration Demand is served and before the first arbitration session, the Arbitrator and representatives of the parties shall meet and confer to discuss the most efficient process for resolving the dispute, including discussion of early briefing of legal issues, exchanges of information, bifurcation of issues, phasing of hearing, required attendance of party representatives and/or witnesses at the arbitration session, and any other matters that may be germane to the goal of a streamlined dispute resolution process. This meet-and-confer may be conducted by phone conference, but shall be attended by a representative of each party with authority to agree on all procedural issues necessary to resolve the dispute. The failure of a party to comply with this provision shall be grounds for the award of sanctions, in the

sound discretion of the Arbitrator, in favor of the party prepared to participate in accordance with this provision.

7. Confidential Information. All communications, negotiations, and/or documents exchanged by and between the parties in the course of the arbitration shall be confidential, except for communication of information that is generally available to the public. No evidence of any communications, negotiations, and/or documents or any admission made or recommendation agreed to during the course of any arbitration will be admissible or subject to discovery outside of the arbitration process, and disclosure of such evidence shall not be compelled, in any other arbitration, administrative proceeding or adjudication, civil action, or other legal proceeding. The Arbitrator shall issue such protective orders as may be necessary to protect confidential information from unnecessary disclosure and shall specifically designate information subject to the protective order as Confidential and Sensitive Information. However, no order that is the result of the arbitration shall be protected as confidential. On a reasonable date after the termination of jurisdiction over this Action, and consistent with the parties' counsel's obligations to retain case documents pursuant to their malpractice insurance policies, each party shall return or destroy all documents obtained from the other party during the course of the arbitration, and shall provide to the other party an authorized representative's attestation indicating that all such information has been returned or destroyed.

8. Discovery. On a date designated by the Arbitrator, the parties shall mutually exchange copies of all documents on which they rely in support of their positions, the names of individuals whom they may call as witnesses and the names of any experts who may be called to testify, a brief statement of the expected testimony of each expert, and any expert reports that may be introduced at the hearing. Fifteen (15) business days after this mutual exchange, the parties may supplement these disclosures. Additionally, each side shall be permitted to serve one Request for Production of Documents, not to exceed twenty-five (25) items or categories of documents requested. The Arbitrator may permit additional discovery based upon the Arbitrator's determination that it is necessary to the legitimate presentation of the requesting party's case, and is otherwise appropriate, considering the materiality of the information, the cost-effectiveness of the proposed discovery method, and the burden on the parties, and any affected witnesses, or any third parties. All disputes concerning the scope of allowable discovery shall be resolved in accordance with the discretion of the Arbitrator. The Arbitrator shall be empowered, in his/her sole discretion, to issue sanctions, including but not limited to monetary, evidence, issue or terminating sanctions upon a finding of a party's repeated or willful failure to comply with its obligations under these discovery rules, obligations contained in written stipulations, agreements confirmed in writing without objection, and/or orders of the Arbitrator.

9. Pre-Hearing Schedule/Timelines. Consistent with the conference referenced in paragraph 6, above, the Arbitrator shall establish pre-hearing timeframes and deadlines which, in view of the nature, size and complexity of the dispute, the Arbitrator deems appropriate to assure a fair process that is as streamlined and efficient as reasonably possible. The schedule shall include timelines for the conduct of discovery as provided in section 8, the discovery cut-off, any required pre-hearing disclosures, and the timeframes allotted to each side for presentation of its case at the arbitration hearing. Either party may request that a matter be designated as "complex"

and the Arbitrator, in his or her discretion, will determine the appropriateness of such designation.

10. Arbitration Hearing. The parties intend that the hearing be as streamlined as possible to avoid cumulative and tangential evidence and disruption of the parties' business. Declarations of witnesses may be submitted in lieu of live witness testimony, provided the declarations have been produced at the time for disclosure of witness testimony in accordance with the pre-hearing schedule. The Arbitrator shall allow cross-examination of any witness whose testimony is presented by declaration, unless the Arbitrator determines that such examination would not materially assist the Arbitrator in resolving the dispute. Copies of documents shall be admitted in evidence as originals, absent a showing by an objecting party that the copy is unlike the original in some substantive way.

11. Decision and Final Award. The Arbitrator shall have the power to grant all legal and equitable remedies available to arbitrators under California law, including but not limited to, preliminary and permanent injunctions, specific performance, reformation, cancellation, accounting, damages, and attorney's fees and costs (as described more specifically herein in paragraph 13). Except as set forth below, the Arbitrator shall issue a Final Award within thirty (30) days after the arbitration hearing. Where the Arbitrator has designated the matter "complex," the Arbitrator shall issue a tentative decision stating findings of fact and conclusions of law, and applying California and applicable federal law within forty-five (45) days of the conclusion of the arbitration hearing. Either party may submit written notice to the JAMS case administrator within fifteen (15) calendar days of service of the tentative decision that the party elects to have a hearing to state any objections to the tentative decision. No additional briefs or letters shall be filed stating reasons for the objection, unless requested by the Arbitrator. The hearing on objections shall not be longer than one-half day, unless more time is requested by the Arbitrator. Not later than thirty (30) days after the hearing on objections, the Arbitrator shall enter a Final Award resolving all issues properly presented in the arbitration. In the event that, after a hearing on objections, the Arbitrator reconfirms the tentative decision, the Arbitrator may, based on the arbitrator's discretion, impose the obligation to pay the Arbitrator's cost and fees related to the objections and hearing thereon on the party who raised the objections. The Final Award shall be conclusive and binding, and may be confirmed thereafter as a judgment by the Superior Court of the State of California having jurisdiction and venue over the Action. The Final Award shall be subject to challenge only on the grounds set forth in California Code of Civil Procedure Section 1281, et seq.

12. Waiver of Rights. By agreeing to binding arbitration as set forth in this Attachment, the parties acknowledge that they are waiving certain substantial rights and protections which otherwise may be available if a dispute between them were determined by litigation in a court, including without limitation, the right to a jury trial, and certain rights of appeal.

13. Attorneys' Fees. Attorneys' fees and costs attributable to dispute resolution pursuant to this arbitration, including costs for the services of any arbitrator, will be awarded as follows:

- a. If Plaintiffs prevail on all claims raised in the dispute resolution process, they shall recover their reasonable attorney's fees, expenses and costs in full;

- b. If Plaintiffs prevail on some but not all claims raised in the dispute resolution process they shall recover their reasonable attorneys' fees, expenses and costs excluding time, expenses and costs in accordance with *Hensley v. Eckerhart*, 461 U.S. 424 (1983) and its progeny and offset by the reasonable attorneys' fees, expenses and costs incurred by Sutter Health for time spent defending Plaintiffs' unsuccessful claims that the arbitrator finds to have been frivolous, unreasonable, or without foundation; and
- c. If Sutter prevails on all claims raised in the dispute resolution process, Sutter shall recover its reasonable attorney's fees, expenses and costs in full from Plaintiffs for time spent defending Plaintiffs' unsuccessful claims that are found by the arbitrator to have been frivolous, unreasonable or without foundation.

EXHIBIT B

**Sutter Health Mediation
Superseding Memorandum of Understanding
Re: Policies, Procedures and Programs**

The parties to this Memorandum of Understanding ("MOU") are (i) Sutter Health, a California nonprofit public benefit corporation ("Sutter Health") and (ii) Disability Rights Advocates and Goldstein, Demchak, Baller, Borgen & Dardarian ("Class Counsel") on behalf of their clients ("Plaintiffs"). Plaintiffs, for the purpose of this MOU are Stephen L. Olson, Sharon Thompson, Don Brown, and Kaylee Helmantoler (through her Guardian ad Litem Alany Helmantoler) and the putative class described in *Olson, et al. v. Sutter Health, et al.*, (the "Action")², filed in the Superior Court of California, County of Alameda, Case No. RG-06-302354.

RECITALS

1. WHEREAS, the parties are engaged in negotiations to resolve claims concerning disability access at Sutter Health Affiliates, including potential claims regarding injunctive relief; damages to Known Class Members; and reasonable attorneys' fees, litigation expenses, and costs;
2. WHEREAS, negotiations have entailed discussions about the following potential injunctive relief at Sutter Health Affiliates: the process for identifying architectural barriers at Affiliate Facilities and developing and implementing proposed remediation plans; installation of accessible medical equipment; adoption of policies and procedures to improve access to health care for persons with Physical Disabilities (hereinafter "access policies and procedures"); additional training for medical professionals, staff and volunteers in (a) use of accessible medical equipment, (b) provision of auxiliary aids and services, and (c) compliance with policies and procedures; implementation of existing or modified policies and procedures for providing access to health care for persons with Physical Disabilities; and provision of auxiliary aids and services for persons with Physical Disabilities;
3. WHEREAS, this MOU is intended only to address the parties' agreement concerning the process for (a) developing access policies and procedures, (b) ensuring that the participating Affiliates adopt either the access policies or appropriate modified policies, and (c) developing an ADA training program for Sutter Health and its Affiliates, leaving the other issues for further negotiation.

AGREEMENT

NOW THEREFORE, Plaintiffs and Sutter Health agree as follows:

4. Sutter Health has engaged the Center for Disability Issues and the Health Profession ("CDIHP") as an access policy consultant to consult with Sutter Health and its Affiliates

² With the exception of proper names, "MOU" and "Agreement," all capitalized terms in this Agreement shall have the same definition and meaning as set forth in the Consent Decree.

regarding access policies and procedures and ADA training programs designed to improve access to health care for people with Physical Disabilities. If at any time, CDIHP becomes unavailable or Sutter Health is dissatisfied with their services and the parties cannot agree on a substitute to serve as an access policy consultant, the parties will follow the dispute resolution process set forth herein to select a successor access policy consultant.

5. Sutter Health consulted with the access policy consultant to develop a job description for a Sutter Health ADA coordinator position. Sutter Health filled the ADA coordinator position on March 19, 2007. The ADA coordinator will act as the liaison between Sutter Health, its Affiliates and the access policy consultant. The ADA coordinator's responsibilities shall include, at a minimum, the following: (a) advising Sutter Health and its Affiliates on the adoption and implementation of access policies and procedures; (b) providing education and advice to Sutter Health and its Affiliates to address patient complaints relating to disabled-access issues; (c) providing assistance to Affiliates in the development of a new affiliate-level position or regional-level position or modifications to existing affiliate job position(s) for the day-to-day management of disability-access issues, including devising a process for receiving and addressing access-related complaints and ensuring overall compliance with disability access laws and this MOU; (d) managing the development and implementation of the ADA training program; and (e) updating and modifying any Sutter Health template access policies and procedures and the ADA training program as necessary. If the ADA coordinator's position becomes and remains vacant for more than 60 days, Sutter Health shall assign the duties of the ADA coordinator to one or more management-level employees until the vacancy is filled.

6. Each Affiliate or regional service area³ shall assign to an existing job position or shall create a job position to fulfill the responsibilities of an Affiliate or regional ADA coordinator within 30 days of execution of this MOU. Each Affiliate or regional ADA coordinator will have appropriate expertise or will receive appropriate training and/or orientation in ensuring health care Access for persons with Physical Disabilities. Each Affiliate or regional ADA coordinator shall have the authority and responsibility to carry out the following duties:
 - a. Consulting and coordinating with the Sutter Health ADA coordinator with regard to all requirements of this Agreement and the Consent Decree;
 - b. Collecting and responding to all complaints regarding Disability Access at the ADA coordinator's Affiliate Facility or Facilities;
 - c. Assisting all Affiliate staff members regarding any questions they have about how to comply with the ADA and state laws related to access to medical services by patients with disabilities, this Agreement and/or the Consent Decree and

³ A regional service area will not be created solely for the purpose of assignment of a regional ADA coordinator rather than an Affiliate regional ADA coordinator.

providing any assistance they may require in order to comply with this Agreement and/or the Consent Decree; and

- d. Consulting and coordinating with the Sutter Health ADA coordinator to collect any information necessary to fulfill the reporting requirements set forth in Section VIII of the Consent Decree.
7. The access policy consultant shall work with Sutter Health to develop template policies and procedures relating to access to health care by people with Physical Disabilities. The template policies and procedures shall include, but are not limited to, the following subjects: alternative formats; communication access; service animals; scheduling exam room and patient room access; location, maintenance and use of accessible medical equipment; weight measurement; auxiliary aids and services; accessible web-sites; lifting and transferring patients with mobility disabilities; and maintenance of accessible features, aids and services.
8. With the exception of the web-site access policy, Sutter Health shall submit its proposed template policies and procedures to Class Counsel by December 31, 2007. Sutter Health shall submit its proposed web-site policy to Class Counsel by March 15, 2008. Class Counsel shall have 30 days to evaluate the template policies and procedures and notify Sutter Health that Class Counsel either (a) approve the proposed template policies and procedures in their entirety or (b) propose modifications to the template policies and procedures. If Class Counsel propose modifications to the template policies and procedures, Sutter Health shall have 30 days to evaluate the proposed modifications. If Sutter Health does not agree to the proposed modifications, it shall so notify Class Counsel within 30 days from receipt of the proposed modifications and the parties shall proceed as set forth in paragraphs 18-21, below.
9. Upon agreement between Sutter Health and Class Counsel on the template policies and procedures, Sutter Health shall have 90 days to inform Class Counsel of (a) every Affiliate that will adopt and implement the template policies and procedures in their entirety and (b) every Affiliate that opts not to adopt and implement the template access policies and procedures in their entirety. For each Affiliate that opts not to adopt and implement the template access policies and procedures in their entirety, Sutter Health will work with the Affiliate for a period of 60 days, subject to extension by mutual agreement of the parties, to develop proposed Affiliate-specific access policies and procedures. When requested by Sutter Health, the access policy consultant shall provide assistance with the development of Affiliate-specific access policies and procedures.
10. Sutter Health shall submit any proposed Affiliate-specific policies and procedures to the access policy consultant within 60 days of informing Class Counsel that the Affiliate opts not to adopt and implement the template policies and procedures in their entirety. Within 30 days of receiving the proposed Affiliate-specific policies and procedures, the access policy consultant shall either approve the Affiliate-specific policies and procedures or begin working with Sutter Health to further revise the policies and procedures. If Sutter Health and the access policy consultant are unable to jointly develop acceptable Affiliate-

specific policies and procedures within 30 days, subject to extension by mutual agreement of the parties and the access policy consultant the parties shall proceed as set forth in paragraphs 18-21 below. If Sutter Health and the access policy consultant develop Affiliate-specific policies and procedures:

- a. Sutter Health shall provide the Affiliate-specific policies and procedures to Class Counsel within 5 working days of approval by the access policy consultant.
 - b. Class Counsel shall have 30 days to evaluate the Affiliate-specific policies and procedures and either (i) notify Sutter Health that Class Counsel approve the proposed policies and procedures or (ii) provide Sutter Health their proposed modifications to the Affiliate-specific policies and procedures. If Class Counsel propose modifications, Sutter Health shall have 30 days to evaluate the proposed modifications. If Sutter Health agrees to the proposed modifications, it shall submit them to the Affiliate for approval and adoption, and within 60 days shall notify Class Counsel of whether the Affiliate will adopt the modified policies and procedures. If Sutter Health or any Affiliate does not agree to the proposed modifications, it shall notify Class Counsel that it intends to proceed as set forth in paragraphs 18-21, below.
11. The access policy consultant will work with Sutter Health to develop the key elements and content recommendations for an ADA training program to be implemented within 90 days of each Affiliate adopting either the template or Affiliate-specific policies and procedures. The key elements and content recommendations may vary slightly for each Affiliate based on whether the facility adopts the template or Affiliate-specific policies and procedures. However, training topics shall generally include an overview of the ADA requirements as they apply to healthcare; physical Access in healthcare settings (including accessible medical equipment); and communication access in healthcare settings. The goals of this training will include helping providers further understand the unique needs of people with Disabilities with respect to the delivery of health services. The access policy consultant will work with the Sutter Health ADA coordinator and/or the Sutter Health University to test, revise, and implement the training program, as requested by Sutter Health.
 12. Sutter Health will encourage its Affiliates to (a) require their employees to participate in the ADA training program and (b) provide and promote opportunities for contractors, including physicians, who have contact with patients to participate in the ADA training program. To encourage this participation, Sutter Health will make its best efforts to enable physicians to earn continuing medical education credits for participating in the training.
 13. Each Affiliate shall establish a procedure for receiving and promptly addressing complaints regarding Access problems. The Sutter Health ADA coordinator shall provide support and resources to each Affiliate in the development and implementation of its complaint procedure. Each Affiliate shall ensure that its complaint procedure is clearly and effectively communicated in writing (and in alternative formats, if applicable)

to all Affiliate personnel with responsibility for handling patient care or patient complaints.

14. Each Affiliate shall ensure that its Access features (such as door opening pressure) and signage are inspected and maintained as part of the regular maintenance of the Affiliate Facilities.
15. Each Affiliate shall ensure that any outpatient pharmacies within the Affiliate make a good faith effort to provide prescription information to individuals with Sensory Disabilities in a accessible formats no later than two years from the Effective Date. Accessible formats include audible and/or large print prescription labels, which allow individuals with visual impairments to have the same information about prescription name, dosage, time and frequency of ingestion, and food and side effect warnings, as is printed by the pharmacy on prescription containers.
16. Sutter Health will conduct outreach to the Disability community through Community Based Organizations, such as Independent Living Centers, the Lighthouse for the Blind and Visually Impaired, National Federation of the Blind of California, the California Council of the Blind, the American Foundation of the Blind, the Deaf Counseling Referral Center, Nor-Cal, Self Help for the Hard of Hearing, and any other Community Based Organizations that serve the communities where Sutter Facilities are located. The outreach shall provide community members with information regarding (a) Architectural Barrier remediation; (b) policies, programs, and procedures, including Auxiliary Aids and Services; (c) Accessible Medical Equipment provision; (d) complaint procedures; and (e) any other pertinent information that may help improve Access to health care for persons with Physical Disabilities. Sutter Health will make a good faith effort to determine the most appropriate intervals for conducting said outreach so long as it is undertaken at least once per year for the duration of the Compliance Period. This outreach may include the distribution of written materials (provided in alternative, accessible formats) and/or publication on Sutter Health and Affiliate websites, which websites shall comply with applicable accessibility laws and regulations.
17. The access policy consultant shall provide technical assistance to the ADA coordinator, including but not limited to, consultation regarding: (a) access-related technical questions; (b) appropriate dissemination and implementation of access policies and procedures; and (c) evaluation of the efficacy of access policies and procedures.
18. The parties shall seek to resolve any disputes arising under this MOU concerning its application, enforcement, or interpretation through a meet and confer session convened no later than 30 working days after a party provides notice to the other party that a dispute has arisen.
19. If the parties are unable to resolve any dispute arising under this MOU within two weeks of commencement of the meet and confer process set forth in paragraph 18, either party may seek private mediation with Michael Loeb. If at any time, Michael Loeb becomes unavailable, the parties will jointly agree on a substitute to serve as a mediator.

20. If mediation is unsuccessful, the parties agree that Michael Loeb (or, if applicable, the substitute mediator) will appoint an arbitrator from the Judicial Arbitration and Mediation Services (JAMS) in San Francisco for binding arbitration regarding the dispute. The arbitration shall proceed according to the binding arbitration process set forth in Attachment A, hereto.

21. Fees incurred for time spent on the resolution of any disputes through meet and confer and/or mediation, but excluding arbitration, will be subject to the meet and confer and/or mediation process. If the parties are able to reach agreement on the substance of a dispute, but not on the amount of fees and costs, through direct meet and confer efforts or through mediation, the issue of fees and costs may be addressed through a motion for reasonable fees and costs made to an arbitrator pursuant to paragraph 20. A decision on such motion will be binding on the parties.

22. All time lines set forth in this MOU are subject to extension by mutual agreement of the parties.

Date: _____, 2008

DISABILITY RIGHTS ADVOCATES

By: _____
 Melissa W. Kasnitz
 On Behalf of Plaintiffs

Date: _____, 2008

GOLDSTEIN, DEMCHAK, BALLER, BORGEN
 & DARDARIAN

By: _____
 Linda M. Dardarian
 On Behalf of Plaintiffs

Date: _____, 2008

SUTTER HEALTH

By: _____
 Gary F. Loveridge
 On Behalf of Sutter Health

ATTACHMENT A

Binding Arbitration Process

1. Purpose and Interpretation. It is the parties' intent that their disputes arising from or related to this Memorandum of Understanding be resolved in an efficient and timely manner, and in a manner that limits the operational disruption and expense involved in resolving disputes, so that they may cooperatively proceed with identifying and remediating any policy or procedure barrier to equal access to healthcare services. Accordingly, in interpreting and applying the provisions of this Binding Arbitration Process, the parties, the arbitration administrator, the Arbitrator, and the appropriate Superior Court for the State of California shall be guided by, and endeavor to support, the parties' agreement and goal to engage in as streamlined an approach to dispute resolution as possible given the nature of the dispute between them.
2. Agreement to Arbitrate. The parties shall submit all disputes arising under the MOU that remain unresolved after completing the meet and confer and mediation procedures contained in this MOU to binding arbitration in lieu of litigation in any court. The arbitration shall be conducted before a single neutral Arbitrator from the arbitrator panel of the Judicial Arbitration and Mediation Services (JAMS) in San Francisco, to be appointed by Michael Loeb after consultation with the parties but no later than 15 days after the Arbitration Demand has been served. All arbitrations shall be conducted in accordance with the provisions of this Binding Arbitration Process (the "Arbitration Rules") as interpreted under California law.
3. Initiation of Arbitration. Either party may initiate arbitration by serving on the other party an arbitration demand setting forth a brief statement of the dispute and the relief requested ("Arbitration Demand"). The failure of an Arbitration Demand to provide an adequate statement of the dispute for the relief requested shall not be grounds to dismiss the arbitration, but shall constitute grounds to stay the proceedings until, in the discretion of the Arbitrator, an Arbitration Demand satisfying these requirements is submitted.
4. Administration of Arbitration. The arbitration shall be administered by JAMS in accordance with the JAMS rules applicable to streamlined arbitrations then in effect, to the extent that those rules do not conflict with the process set forth herein.
5. Arbitration Fee Advance. The parties shall each advance one-half of all fees and deposits required by JAMS, subject to reallocation in accordance with Paragraph 13.
6. Initial Conference with Arbitrator. After the Arbitration Demand is served and before the first arbitration session, the Arbitrator and representatives of the parties shall meet and confer to discuss the most efficient process for resolving the dispute, including discussion of early briefing of legal issues, exchanges of information, bifurcation of issues, phasing of hearing, required attendance of party representatives and/or witnesses at the arbitration session, and any other matters that may be germane to the goal of a streamlined dispute resolution process. This meet-and-confer may be conducted by phone conference, but shall be attended by a representative of each party with authority to agree on all procedural issues necessary to resolve the dispute. The failure of a party to comply with this provision shall be grounds for the award of sanctions, in the

sound discretion of the Arbitrator, in favor of the party prepared to participate in accordance with this provision.

7. Confidential Information. All communications, negotiations, and/or documents exchanged by and between the parties in the course of the arbitration shall be confidential, except for communication of information that is generally available to the public. No evidence of any communications, negotiations, and/or documents or any admission made or recommendation agreed to during the course of any arbitration will be admissible or subject to discovery outside of the arbitration process, and disclosure of such evidence shall not be compelled, in any other arbitration, administrative proceeding or adjudication, civil action, or other legal proceeding. The Arbitrator shall issue such protective orders as may be necessary to protect confidential information from unnecessary disclosure and shall specifically designate information subject to the protective order as Confidential and Sensitive Information. However, no order that is the result of the arbitration shall be protected as confidential. On a reasonable date after the termination of jurisdiction over this Action, and consistent with the parties' counsel's obligations to retain case documents pursuant to their malpractice insurance policies, each party shall return or destroy all documents obtained from the other party during the course of the arbitration, and shall provide to the other party an authorized representative's attestation indicating that all such information has been returned or destroyed.

8. Discovery. On a date designated by the Arbitrator, the parties shall mutually exchange copies of all documents on which they rely in support of their positions, the names of individuals whom they may call as witnesses and the names of any experts who may be called to testify, a brief statement of the expected testimony of each expert, and any expert reports that may be introduced at the hearing. Fifteen (15) business days after this mutual exchange, the parties may supplement these disclosures. Additionally, each side shall be permitted to serve one Request for Production of Documents, not to exceed twenty-five (25) items or categories of documents requested. The Arbitrator may permit additional discovery based upon the Arbitrator's determination that it is necessary to the legitimate presentation of the requesting party's case, and is otherwise appropriate, considering the materiality of the information, the cost-effectiveness of the proposed discovery method, and the burden on the parties, and any affected witnesses, or any third parties. All disputes concerning the scope of allowable discovery shall be resolved in accordance with the discretion of the Arbitrator. The Arbitrator shall be empowered, in his/her sole discretion, to issue sanctions, including but not limited to monetary, evidence, issue or terminating sanctions upon a finding of a party's repeated or willful failure to comply with its obligations under these discovery rules, obligations contained in written stipulations, agreements confirmed in writing without objection, and/or orders of the Arbitrator.

9. Pre-Hearing Schedule/Timelines. Consistent with the conference referenced in paragraph 6, above, the Arbitrator shall establish pre-hearing timeframes and deadlines which, in view of the nature, size and complexity of the dispute, the Arbitrator deems appropriate to assure a fair process that is as streamlined and efficient as reasonably possible. The schedule shall include timelines for the conduct of discovery as provided in section 8, the discovery cut-off, any required pre-hearing disclosures, and the timeframes allotted to each side for presentation of its case at the arbitration hearing. Either party may request that a matter be designated as "complex"

and the Arbitrator, in his or her discretion, will determine the appropriateness of such designation.

10. Arbitration Hearing. The parties intend that the hearing be as streamlined as possible to avoid cumulative and tangential evidence and disruption of the parties' business. Declarations of witnesses may be submitted in lieu of live witness testimony, provided the declarations have been produced at the time for disclosure of witness testimony in accordance with the pre-hearing schedule. The Arbitrator shall allow cross-examination of any witness whose testimony is presented by declaration, unless the Arbitrator determines that such examination would not materially assist the Arbitrator in resolving the dispute. Copies of documents shall be admitted in evidence as originals, absent a showing by an objecting party that the copy is unlike the original in some substantive way.

11. Decision and Final Award. The Arbitrator shall have the power to grant all legal and equitable remedies available to arbitrators under California law, including but not limited to, preliminary and permanent injunctions, specific performance, reformation, cancellation, accounting, damages, and attorney's fees and costs (as described more specifically herein in paragraph 13). Except as set forth below, the Arbitrator shall issue a Final Award within thirty (30) days after the arbitration hearing. Where the Arbitrator has designated the matter "complex," the Arbitrator shall issue a tentative decision stating findings of fact and conclusions of law, and applying California and applicable federal law within forty-five (45) days of the conclusion of the arbitration hearing. Either party may submit written notice to the JAMS case administrator within fifteen (15) calendar days of service of the tentative decision that the party elects to have a hearing to state any objections to the tentative decision. No additional briefs or letters shall be filed stating reasons for the objection, unless requested by the Arbitrator. The hearing on objections shall not be longer than one-half day, unless more time is requested by the Arbitrator. Not later than thirty (30) days after the hearing on objections, the Arbitrator shall enter a Final Award resolving all issues properly presented in the arbitration. In the event that, after a hearing on objections, the Arbitrator reconfirms the tentative decision, the Arbitrator may, based on the arbitrator's discretion, impose the obligation to pay the Arbitrator's cost and fees related to the objections and hearing thereon on the party who raised the objections. The Final Award shall be conclusive and binding, and may be confirmed thereafter as a judgment by the Superior Court of the State of California having jurisdiction and venue over the Action. The Final Award shall be subject to challenge only on the grounds set forth in California Code of Civil Procedure Section 1281, et seq.

12. Waiver of Rights. By agreeing to binding arbitration as set forth in this Attachment, the parties acknowledge that they are waiving certain substantial rights and protections which otherwise may be available if a dispute between them were determined by litigation in a court, including without limitation, the right to a jury trial, and certain rights of appeal.

13. Attorneys' Fees. Attorneys' fees and costs attributable to dispute resolution pursuant to this arbitration, including costs for the services of any arbitrator, will be awarded as follows:

- a. If Plaintiffs prevail on all claims raised in the dispute resolution process, they shall recover their reasonable attorney's fees, expenses and costs in full;

- b. If Plaintiffs prevail on some but not all claims raised in the dispute resolution process they shall recover their reasonable attorneys' fees, expenses and costs excluding time, expenses and costs in accordance with *Hensley v. Eckerhart*, 461 U.S. 424 (1983) and its progeny and offset by the reasonable attorneys' fees, expenses and costs incurred by Sutter Health for time spent defending Plaintiffs' unsuccessful claims that the arbitrator finds to have been frivolous, unreasonable, or without foundation; and
- c. If Sutter prevails on all claims raised in the dispute resolution process, Sutter shall recover its reasonable attorney's fees, expenses and costs in full from Plaintiffs for time spent defending Plaintiffs' unsuccessful claims that are found by the arbitrator to have been frivolous, unreasonable or without foundation.

EXHIBIT C

Sutter Health Mediation
Superseding Memorandum of Understanding
Re: Accessible Medical Equipment

The parties to this Memorandum of Understanding (“MOU”) are (i) Sutter Health, a California nonprofit public benefit corporation (“Sutter Health”) and (ii) Disability Rights Advocates and Goldstein, Demchak, Bailer, Borgen & Dardarian (“Class Counsel”) on behalf of their clients (“Plaintiffs”). Plaintiffs, for the purpose of this MOU are Stephen L. Olson, Sharon Thompson, Don Brown, and Kaylee Helmantoler (through her Guardian ad Litem Alany Helmantoler) and the putative class described in *Olson, et al. v. Sutter Health, et al.*, (the “Action”)⁴, filed in the Superior Court of California, County of Alameda, Case No. RG-06-302354.

RECITALS

1. WHEREAS, the parties have engaged in negotiations to resolve claims concerning disability access at Sutter Health Affiliates including potential claims regarding injunctive relief; damages to Known Class Members; and reasonable attorneys' fees, litigation expenses, and costs;
2. WHEREAS, negotiations have entailed discussions about the following potential injunctive relief at Sutter Health Affiliates: the process for identifying architectural barriers at Affiliate Facilities and developing and implementing proposed remediation plans; installation of accessible medical equipment; adoption of policies and procedures to improve access to health care for persons with Physical Disabilities; additional training for medical professionals, staff and volunteers in (a) use of accessible medical equipment, (b) provision of auxiliary aids and services, and (c) compliance with policies and procedures; implementation of existing or modified policies for providing access to health care for persons with Physical Disabilities; and provision of auxiliary aids and services for persons with Physical Disabilities;
3. WHEREAS, this MOU is intended only to address the parties’ agreement concerning the process for identifying the type and quantity of Accessible Medical Equipment ("AME") that will be provided at each Sutter Health Affiliate to ensure that people with Physical Disabilities have legally-required access to Sutter Health patient-care services, leaving the other issues for further negotiation.

AGREEMENT

NOW THEREFORE, Plaintiffs and Sutter Health agree as follows:

4. Sutter Health has formed an Accessible Medical Equipment working group (AME-WG) to achieve the following goals:

⁴ With the exception of proper names and "MOU," all capitalized terms in this agreement shall have the same definition and meaning as set forth in the Consent Decree

- a. Review and approve an AME survey tool, to be developed by Sutter Health in consultation with the Center for Disability Issues and the Health Profession ("CDIHP"), which shall be designed to assess the efficacy of current examination tables, procedure and examination chairs, scales, lift equipment and processes, mammography equipment, access to diagnostic equipment (including transfer process and clear floor space), and other methods for providing access to health care by patients with Physical Disabilities;
 - b. Oversee the implementation of the survey process that evaluates the accessibility of medical equipment at each Sutter Health Affiliate;
 - c. Based on the survey results, develop an implementation action plan for each Sutter Health Affiliate to provide patients with Physical Disabilities access to patient-care services. The implementation action plan may include: the purchase and installation of new AME; development of policies related to assisting patients with Physical Disabilities with Access to existing or new medical equipment; and training employees on the use of AME and equipment accessibility policies.
5. The AME-WG currently consists, and shall continue to consist of the following membership: the Sutter Health ADA coordinator; two members of the Disability community, who will ideally have background, experience, and knowledge regarding the medical equipment needs of and solutions for people with Mobility and/or Sensory Disabilities; and any other Sutter Health employees or employees of Sutter Affiliates necessary or appropriate to evaluate the need for or use of AME. Additionally, the AME-WG shall consult on an as-needed basis with the access policy consultant hired pursuant to the Policies, Procedures and Programs Memorandum of Understanding.
 6. The AME-WG shall coordinate with each Sutter Health regional or Affiliate-level access coordinator, or other person designated as responsible for ensuring implementation of this MOU, to achieve the goals set forth herein.
 7. The AME-WG shall approve the survey tool by July 31, 2008. Within 90 days of the AME-WG's approval of the survey tool, the AME-WG shall select the first two Facilities to be surveyed, and Sutter Health shall conduct the AME survey at those Facilities.
 8. Within 30 days of completion of these surveys, Sutter Health shall submit to Class Counsel the survey tool(s) and the survey reports for the first two Facilities.
 9. Within 45 days of receipt of the survey tool and survey reports set forth in Paragraph 8 above, the parties shall meet and confer to assess the survey tool and content of the survey reports. Class Counsel shall provide any proposed modifications to the survey tool and survey reports at this meet and confer session. Sutter Health shall then have 30 days to evaluate any proposed modification(s). If Sutter Health does not agree to the proposed modifications, it shall so notify Class Counsel within 30 days of the meet and confer session. If parties are unable to reach agreement they shall proceed as set forth in paragraphs 14-17 below. This will result in the final survey tool and report format.

10. Within 120 days of the finalization of the survey tool and report format, the AME-WG shall develop and submit to Class Counsel, a survey schedule that will establish the person(s) with primary responsibility for coordinating the survey at each Sutter Health Affiliate Facility and establish a timeline for the completion of all surveys.
11. Class Counsel shall have 30 days from receipt of the AME-WG's submission to evaluate the survey schedule and respond to Sutter Health by (a) approving the schedule or (b) proposing modifications. If Class Counsel propose modifications to the survey schedule, Sutter Health shall have 30 days to evaluate the proposed modifications. If Sutter Health does not agree to the proposed modifications, it shall so notify Class Counsel within 30 days from receipt of the proposed modifications. If the parties are unable to reach agreement they shall proceed as set forth in paragraphs 14-17 below. The surveys will be initiated according to the survey schedule as determined by the parties' agreement and/or the outcome of the dispute resolution process.
12. Using the results from each completed survey, the AME-WG shall develop an implementation action plan for each Affiliate Facility that shall identify the actions necessary to improve access for patients with Physical Disabilities to the Affiliate's patient-care services. This may include purchase of new AME, staff training, and/or the development and implementation of new policies and procedures for using existing equipment or new AME. Each action identified in the implementation action plan will have a designated timeline for completion.
13. Each calendar quarter Sutter Health will provide an administrative report to Class Counsel that shall include all completed AME survey results and implementation action plans for each Affiliate Facility for which an implementation action plan has been developed during that quarter. For any Affiliate Facility for which the survey has been completed, but an implementation action plan has not been developed, the quarterly report shall also include the proposed timeframe for developing the implementation action plan. Class Counsel shall have 30 days from receipt of this report to evaluate the information provided in the quarterly report and provide any response to Sutter Health. If Class Counsel propose modifications to any proposed schedules or any of the implementation action plans, Sutter Health shall have 30 days to evaluate the proposed modifications. If Sutter Health does not agree to the proposed modifications, it shall so notify Class Counsel within 30 days from receipt of the proposed modifications. If an agreement cannot be reached, the parties shall proceed as set forth in paragraphs 14-17 below. Sutter Health's obligations under this paragraph shall cease when all implementation action plans have been developed and included in an administrative report.
14. The parties shall seek to resolve any dispute arising under this MOU concerning its application, enforcement, or interpretation through a meet and confer session convened no later than 30 days after a party provides notice to the other party that a dispute has arisen.
15. If the parties are unable to resolve any dispute arising under this MOU within two weeks of commencement of the meet and confer process set forth in paragraph 14, either party

may seek private mediation with Michael Loeb. If at any time, Michael Loeb becomes unavailable, the parties will jointly agree on a substitute to serve as a mediator.

16. If mediation is unsuccessful, the parties agree that Michael Loeb (or, if applicable, the substitute mediator) will appoint an arbitrator from the Judicial Arbitration and Mediation Services (JAMS) in San Francisco for binding arbitration, in accordance with the procedures set forth in the binding arbitration process attached hereto as Attachment A.
17. Fees incurred for time spent on the resolution of any disputes through meet and confer and/or mediation, but excluding arbitration, will be subject to the meet and confer and/or mediation process. If the parties are able to reach agreement on the substance of a dispute, but not on the issue of fees and costs, through direct meet and confer efforts or through mediation, the issue of fees and costs may be addressed through a motion for reasonable fees and costs made to an arbitrator pursuant to paragraph 16. A decision on such motion will be binding on the parties.
18. All timelines set forth in this MOU are subject to extension by mutual agreement of the parties.

Date: _____, 2008

DISABILITY RIGHTS ADVOCATE

By: _____

Melissa W. Kasnitz

On Behalf of Plaintiffs

Date: _____, 2008

GOLDSTEIN, DEMCHAK, BALLER,
BORGAN & DARDARIAN

By: _____

Linda M. Dardarian On Behalf of
Plaintiffs

Date: _____, 2008

SUTTER HEALTH

By: _____

Gary F. Loveridge

On behalf of Sutter Health

ATTACHMENT A

Accessible Medical Equipment surveys will be conducted for the patient-care areas at the following acute care facilities and additional patient-care facilities associated with the Sutter Health affiliates, such additional facilities to be determined. This list may be modified due to changes in use or ownership. .

Alta Bates Summit Medical Center

- Ashby Campus
2450 Ashby Avenue
Berkeley, CA 94705
- Herrick Campus
2001 Dwight Way
Berkeley, CA 94704
- Summit Medical Center
350 Hawthorne Avenue
Oakland, CA 94609
- Adolescent Treatment Centers, Inc., dba Thunder Road
390 40th Street
Oakland, CA 94609
- Health Ventures, Inc. (Out Patient Pharmacy)
Facilities to be surveyed will be determined at the engagement design workshop.

California Pacific Medical Center

- California Campus
3700 California Street
San Francisco, CA 94118
- Pacific Campus
2333 Buchanan Street
San Francisco, CA 94115
- Davies Campus
45 Castro Street
San Francisco, CA 94114
- Physician Foundation
Facilities to be surveyed will be determined at the engagement design workshop.
- St. Luke's Hospital

3555 Cesar Chavez St.
San Francisco, CA 94110

- St. Luke's Health Care Center
Facilities to be surveyed will be determined at the engagement design workshop.

Eden Medical Center

20103 Lake Chabot Road
Castro Valley, CA 94546

Marin General Hospital

250 Bon Air Road
Greenbrae, CA 94904

Memorial Hospital Los Banos

520 West "I" Street
Los Banos, CA 93635

Memorial Hospitals Association dba Memorial Medical Center Modesto

1700 Coffee Road
Modesto, CA 95355

Mills-Peninsula Health Services

Peninsula Medical Center
1783 Camino Real
Burlingame, CA 94010

Mills Health Center
100 S. San Mateo Dr
San Mateo, CA 94010

Mills-Peninsula Senior Focus
1720 El Camino Real
Burlingame, CA 94010

Novato Community Hospital

180 Rowland Way
Novato, CA 94945

Sutter Amador Hospital

200 Mission Blvd
Jackson, CA 95642

Sutter Coast Hospital

800 East Washington Blvd.
Crescent City, CA 95531

Sutter Delta Medical Center

3901 Lone Tree Way
Antioch, CA 94509

Sutter Health Sacramento Sierra Region

- Sutter Roseville Medical Center
One Medical Plaza
Roseville, CA 95661
- Sutter Auburn Faith Hospital
11815 Education Street
Auburn CA 95603
- Sutter Davis Hospital
2000 Sutter Place
Davis CA 95617

Sutter Medical Center, Sacramento

- Sutter Memorial Hospital
5151 F Street
Sacramento, CA 95819
- Sutter General Hospital
2801 L Street
Sacramento CA 95816
- Sutter Center for Psychiatry
7700 Folsom Blvd
Sacramento CA 95826

Sutter Maternity & Surgery Center of Santa Cruz

2900 Chanticleer Avenue
Santa Cruz, CA 95065

Sutter Lakeside Hospital

5176 Hill Road East
Lakeport, CA 95453

Sutter Medical Center, Santa Rosa

3325 Chanate Road
Santa Rosa, CA 95404

Sutter Solano Medical Center

300 Hospital Drive
Vallejo, CA 94589

Sutter Tracy Community Hospital

1420 N. Tracy Blvd
Tracy, CA 95376

Sutter Visiting Nurse Association and Hospice

Facilities to be surveyed will be determined at the engagement design workshop.

Palo Alto Medical Foundation

Facilities to be surveyed will be determined at the engagement design workshop.

Palo Alto Medical Foundation for Health Care, Research & Education

Facilities to be surveyed will be determined at the engagement design workshop.

Sutter East Bay Medical Foundation

Facilities to be surveyed will be determined at the engagement design workshop.

Sutter Gould Medical Foundation

Facilities to be surveyed will be determined at the engagement design workshop

Sutter North Medical Foundation

480 Plumas Blvd.
Yuba City, CA 95991

Sutter Santa Cruz Medical Foundation

Facilities to be surveyed will be determined at the engagement design workshop.

Sutter Medical Foundation

Facilities to be surveyed will be determined at the engagement design workshop.

Sutter Regional Medical Foundation

Facilities to be surveyed will be determined at the engagement design workshop.

ATTACHMENT B

Binding Arbitration Process

1. Purpose and Interpretation: It is the parties' intent that their disputes arising from or related to the Memorandum of Understanding Re: Accessible Medical Equipment be resolved in an efficient and timely manner, and to limit the operational disruption and expense involved in resolving disputes, so that they may cooperatively proceed with identifying and remediating any barriers to equal access to healthcare services relating to accessible medical equipment. Accordingly, in interpreting and applying the provisions of this Binding Arbitration Process, the parties, the arbitration administrator, the Arbitrator, and any Court of competent jurisdiction shall be guided by, and endeavor to support, the parties' agreement and goal to engage in as streamlined an approach to dispute resolution as possible given the nature of the dispute between them.
2. Agreement to Arbitrate. The parties shall submit all of their disputes arising under the MOU to binding arbitration in lieu of litigation in any court. The arbitration shall be conducted before a single neutral Arbitrator, appointed by Michael Loeb from the arbitrator panel the Judicial Arbitration and Mediation Services (JAMS) in San Francisco. The appointed Arbitrator will have experience in resolving disputes related to architectural barriers to access under the Americans with Disabilities Act, the Unruh Act, and the Disabled Persons Act. All arbitrations shall be conducted in accordance with the provisions of this Binding Arbitration Process (the "Arbitration Rules") as interpreted under California law.
3. Initiation of Arbitration. Either party may initiate arbitration by serving on the other party an arbitration demand setting forth a brief statement of the dispute and the relief requested ("Arbitration Demand"). If a monetary award is sought, the Arbitration Demand shall set forth an estimate of the amount of money believed to be at issue as of the date of the Arbitration Demand, and a brief statement of how that amount was calculated. The failure of an Arbitration Demand to provide an adequate statement of the dispute, the relief requested, the amount at issue or how the amount was calculated shall not be grounds to dismiss the arbitration, but shall constitute grounds to stay the proceedings until, in the discretion of the Arbitrator, an Arbitration Demand satisfying these requirements is submitted.
4. Administration of Arbitration. The arbitration shall be administered by JAMS in accordance with the JAMS rules applicable to commercial arbitrations then in effect, to the extent that those rules do not conflict with the process set forth herein.
5. Arbitration Fee Advance: The parties shall each advance one-half of all fees and deposits required by JAMS, subject to reallocation in accordance with Paragraph 13.
6. Initial Conference with Arbitrator. After the Arbitration Demand is served and before the first arbitration session, the Arbitrator and representatives of the parties shall meet and confer to discuss the most efficient process for resolving the dispute, including discussion of early briefing of legal issues, exchanges of information, bifurcation of issues, phasing of hearing, required attendance of party representatives and/or witnesses at the arbitration session, and any other matters that may be germane to the goal of a streamlined dispute resolution process. This meet-and-confer may be conducted by phone conference, but shall be attended by a representative of each party with authority to agree on all procedural issues necessary to resolve the dispute. The failure of a party to comply with this provision shall be grounds for the award of sanctions, in the sound discretion of the Arbitrator, in favor of the party prepared to participate in accordance with this provision.

7. Confidential Information. All communications, negotiations, and/or documents exchanged by and between the parties in the course of the arbitration shall be confidential, except for communication of information that is generally available to the public. No evidence of any communications, negotiations, and/or documents or any admission made or recommendation agreed to during the course of any arbitration will be admissible or subject to discovery outside of the arbitration process, and disclosure of such evidence shall not be compelled, in any other arbitration, administrative proceeding or adjudication, civil action, or other legal proceeding. The Arbitrator shall enter such protective orders as may be necessary to protect confidential information from unnecessary disclosure and shall specifically designate information subject to the protective order as Confidential and Sensitive Information. At the conclusion of the arbitration, each party shall return or destroy any Confidential and Sensitive Information obtained from the other party during the course of the arbitration, and shall provide to the other party an authorized representative's attestation indicating that all such information has been returned or destroyed.

8. Discovery. On a date designated by the Arbitrator, the parties shall mutually exchange copies of all documents on which they rely in support of their positions, the names of individuals whom they may call as witnesses and the names of any experts who may be called to testify, a brief statement of the expected testimony of each expert, and any expert reports that may be introduced at the hearing. Fifteen (15) business days after this mutual exchange, the parties may supplement these disclosures. The Arbitrator may permit additional discovery upon a showing that it is necessary to the legitimate presentation of the requesting party's case, and is otherwise appropriate, considering the materiality of the information, the cost-effectiveness of the proposed discovery method, and the burden on the parties, and any affected witnesses, or any third parties. All disputes concerning the scope of allowable discovery shall be resolved in the discretion of the Arbitrator. The Arbitrator shall be empowered, in his/her sole discretion, to issue sanctions, including but not limited to monetary, evidence, issue or terminating sanctions upon a finding of a party's repeated or willful failure to comply with its obligations under these discovery rules, obligations contained in written stipulations, agreements confirmed in writing without objection, and orders of the Arbitrator.

9. Pre-Hearing Schedule/Timelines. The Arbitrator shall establish pre-hearing timeframes and deadlines which, in view of the nature, size and complexity of the dispute, the Arbitrator deems appropriate to assure a fair process that is as streamlined and efficient as reasonably possible. The schedule shall include timelines for the conduct of discovery as provided in section 8, the discovery cut-off, any required pre-hearing disclosures, and the timeframes allotted to each side for presentation of its case at the arbitration hearing.

10. Arbitration Hearing. The parties intend that the hearing be as streamlined as possible to avoid cumulative and tangential evidence and disruption of the parties' business. Declarations of witnesses may be submitted in lieu of live witness testimony, provided the declarations have been produced at the time for disclosure of witness testimony in accordance with the pre-hearing schedule. The Arbitrator shall allow cross-examination of any witness whose testimony is presented by declaration, unless the Arbitrator determines that such examination would not materially assist the Arbitrator in resolving the dispute. Copies of documents shall be admitted in evidence as originals, absent a showing by an objecting party that the copy is unlike the original in some substantive way.

11. Decision and Final Award. The Arbitrator shall have the power to grant all legal and equitable remedies available to arbitrators under California law, including but not limited to, preliminary and permanent injunctions, specific performance, reformation, cancellation, accounting, damages, and attorney's fees and costs (as described more specifically herein in paragraph 13). Except as set forth below, the Arbitrator shall issue a Final Award within thirty (30) days after the arbitration hearing. Where the amount in controversy exceeds *[insert*

amount], the Arbitrator shall issue a tentative decision stating findings of fact and conclusions of law, and applying California and applicable federal law within forty-five (45) days of the conclusion of the arbitration hearing. Either party may submit written notice to the JAMS case administrator within fifteen (15) calendar days of service of the tentative decision that the party elects to have a hearing to state any objections to the tentative decision. No additional briefs or letters shall be filed stating reasons for the objection, unless requested by the Arbitrator. The hearing on objections shall not be longer than one-half day, unless more time is requested by the Arbitrator. Not later than thirty (30) days after the hearing on objections, the Arbitrator shall enter a Final Award resolving all issues properly presented in the arbitration. In the event that, after a hearing on objections, the Arbitrator reconfirms the tentative decision, the Arbitrator may impose the obligation to pay the Arbitrator's cost and fees related to the objections and hearing thereon on the party who raised the objections. The Final Award shall be conclusive and binding, and may be confirmed thereafter as a judgment by the Superior Court of the State of California or the United States District Court, whichever court ultimately takes jurisdiction and venue over the pending lawsuit denominated *Olson, et al. v. Sutter Health, et al.*, (the "Action") currently pending in the Superior Court of California, County of Alameda, Case No. RG-06-302354. The Final Award shall be subject only to challenge on the grounds set forth in California Code of Civil Procedure Section 1281 et seq if the Action is venued in stated court or under the Federal Arbitration Act, if the action is venued in federal court.

12. Waiver of Rights. By agreeing to binding arbitration as set forth in this Attachment, the parties acknowledge that they are waiving certain substantial rights and protections which otherwise may be available if a dispute between them were determined by litigation in a court, including without limitation, the right to a jury trial, and certain rights of appeal.

13. Attorneys' Fees. Attorneys' fees and costs attributable to dispute resolution pursuant to this arbitration, including costs for the services of any arbitrator, will be awarded as follows:

- a. If Claimants prevail on all claims raised in the dispute resolution process, they shall recover their reasonable attorney's fees, expenses and costs in full;
- b. If Claimants prevail on some but not all claims raised in the dispute resolution process they shall recover their reasonable attorneys' fees, expenses and costs excluding time, expenses and costs in accordance with *Hensley v. Eckerhart*, 461 U.S. 424 (1983) and its progeny and offset by the reasonable attorneys' fees, expenses and costs incurred by Sutter Health for time spent defending Claimants' unsuccessful claims that the arbitrator finds to have been frivolous, unreasonable, or without foundation; and
- c. If Sutter prevails on all claims raised in the dispute resolution process, Sutter shall recover its reasonable attorney's fees, expenses and costs in full from Claimants for time spent defending Claimants' unsuccessful claims that are found by the arbitrator to have been frivolous, unreasonable or without foundation.

EXHIBIT D

DAMAGES RELEASE

Olson, et al. v. Sutter Health, Inc., et al., Case No. RG06-302354

In consideration for the Settlement Payment in the amount of \$12,000, and except as set forth herein, I, _____, and all persons acting on my behalf (including but not limited to, my heirs, beneficiaries, executors, administrators, trustees, successors, agents and assigns) hereby release, discharge and acquit Sutter Health and its **Affiliates**⁵ (listed on pages 6-7 of this document), and each of their past, present and future employees, agents, attorneys, officers, directors, shareholders, partners, controlling or principal members, divisions, subsidiaries, insurers, claims administrators, adjusters, investigators, physicians, medical staff, nurses, student aides, and medical facilities (including clinics) and all of their respective predecessors and successors in interest and legal representatives (all hereinafter “**Released Parties**”), from any and all Released Claims and Future Released Claims, as set forth below.

If for any reason I am ineligible to receive the Settlement Payment set forth above, this Damages Release is null and void.

1. Released Claims through the **Effective Date** of the **Consent Decree**.
 - a. Released Claims.

I hereby release, discharge and acquit the **Released Parties** from any and all past, present and/or future claims, liabilities, obligations, demands, and actions for **Monetary Relief** arising from or in any way connected with or related to any claims that any of the **Released Parties** engaged in any actions, omissions or conduct of discrimination against me on the basis of Physical Disability in denying me **Access** to the **Facilities**, services

⁵ All terms that are in bold type are defined, in alphabetical order, on pages 8 to 10 of this document.

and/or equipment of Sutter Health or any **Affiliate** at any time prior to and including the **Effective Date**. These claims are referred to in the rest of this document as the “**Released Claims**.” I shall be fully and forever barred and enjoined from instituting or prosecuting in any court or tribunal, either directly or indirectly, individually or representatively, any and all **Released Claims** against the **Released Parties**.

b. Exclusions from Released Claims.

The **Released Claims** do not include tort claims associated with medical malpractice, discrimination claims arising from employment, or discrimination claims based upon any status or characteristic other than **Physical Disability**.

2. Waiver of California Civil Code § 1542.

I understand and agree that the **Released Claims** extend to all claims of any nature and kind, known or unknown, asserted or unasserted, existing, claimed to exist, foreseeable or unforeseeable, suspected or unsuspected, concealed or hidden, patent or latent, regarding the **Released Claims**. I acknowledge that I have read, considered and understand the provisions of Section 1542 of the California Civil Code which reads as follows:

SECTION 1542. GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

I hereby expressly, knowingly, and voluntarily waive and relinquish any and all rights that I may have under Section 1542 as well as under the provisions of all comparable, equivalent, or similar statutes and principles of law or equity of the state of California or of the United States. I understand and acknowledge the significance and

consequences of this waiver and hereby assume the risk of any injuries, losses or damages which may arise from such waiver. I expressly intend that such waiver apply to any and all of the **Released Claims**.

3. Release from the **Effective Date** of the **Consent Decree** through the **Compliance Period**.
 - a. Released Future Claims.

In addition to the **Released Claims**, I also hereby release, discharge and acquit **Released Parties** from any and all future claims, liabilities, obligations, demands, and actions, whether known or unknown, for alleged violations of applicable **Disability Rights Laws** based on incidents, encounters, care, visits, or treatment that occur after the **Effective Date** and during the **Compliance Period**, to the extent that such claims arise out of or relate to **Released Parties'** actions, omissions, or conduct (including physical conditions at Sutter and Affiliate Facilities) that are in compliance with the terms of the **Consent Decree**. These claims are referred to in the rest of this document as the **“Released Future Claims.”**

b. Exclusions from Released Future Claims.

The **Released Future Claims** do not include any claims, rights, demands, charges, complaints, actions, causes of action or liabilities for alleged violations of applicable Disability Rights Laws based upon a violation of the terms of the **Consent Decree**. The **Released Future Claims** also do not include any claims, rights, demands, charges, complaints, actions, causes of action or liabilities that may be claimed under the **Disability Rights Laws** or common law for alleged personal injury or property damage arising from the negligence, intentional wrongdoing, or willful misconduct of a **Released Party** after the **Effective Date**.

4. Covenant Not to Sue.

In further consideration of the relief set forth herein, I covenant and agree that during the **Compliance Period**, I will not file any suit, charge or action against any of the Released Parties for the following:

a. claims for alleged violations of applicable **Disability Rights Laws** based upon a violation of the terms of the **Consent Decree** during the **Compliance Period**;

b. tort claims or claims for alleged violations of applicable **Disability Rights Laws** to the extent that those claims seek actual damages related to any non-physical injury I may suffer during the **Compliance Period** due to discriminatory denial of **Access to Released Parties' Facilities**, services and equipment on the basis of **Physical Disability**, whether or not the **Released Party's** alleged conduct complies with the **Consent Decree**.

Instead, I will notify Class Counsel of any such claim, and Class Counsel shall make a determination of whether to present my claim to Sutter Health utilizing the Dispute Resolution Procedure, set forth in Section X of the **Consent Decree** and repeated on page 13 of this document. I agree and understand that if my claim is based upon an alleged violation of applicable **Disability Rights Laws**, the standard by which my claim will be resolved through the Dispute Resolution Procedure will be the legal standard applicable to claims for negligence, intentional wrongdoing, or willful misconduct.

LIST OF SUTTER AFFILIATES

The following are current Sutter Health Affiliates that provide patient care and are named individually as defendants in *Olson, et al. v. Sutter Health, Inc., et al.*, Case No. RG06-302354:

Alta Bates Summit Medical Center

California Pacific Medical Center

Eden Medical Center

Marin General Hospital

Novato Community Hospital

Memorial Hospital Los Banos

Memorial Hospitals Association dba Memorial Medical Center Modesto

Mills-Peninsula Health Services

Sutter Amador Hospital

Sutter Coast Hospital

Sutter Delta Medical Center

Sutter Health Sacramento Sierra Region

Sutter Lakeside Hospital

Sutter Maternity & Surgery Center of Santa Cruz

Sutter Medical Center of Santa Rosa

Sutter Solano Medical Center

Sutter Tracy Community Hospital

Palo Alto Medical Foundation Hospital Corporation

Palo Alto Medical Foundation for Health Care, Research and Education

Sutter Gould Medical Foundation

Sutter North Medical Foundation

Sutter Medical Foundation, Physician Foundation at CPMC

Sutter Regional Medical Foundation

Sutter East Bay Medical Foundation

Sutter Visiting Nurse Association and Hospice

St. Luke's Health Care Center

Mills-Peninsula Senior Focus

Adolescent Treatment Centers, Inc. dba Thunder Road, and Health Ventures, Inc.

In addition to the above-listed Affiliates, St. Luke's Hospital and Sutter Santa Cruz Medical Foundation are named as defendants. St. Luke's Hospital is no longer a separate corporate entity but is now a campus of California Pacific Medical Center. St. Luke's Hospital is not bound by the Consent Decree as a separately identified Affiliate, but is bound through California Pacific Medical Center. Sutter Santa Cruz Medical Foundation is no longer a separate corporate entity but has been incorporated into the Palo Alto Medical Foundation. Sutter Santa Cruz Medical Foundation is not bound by the Consent Decree as a separately identified Affiliate, but is bound through Palo Alto Medical Foundation.

DEFINITIONS

Access means and refers to conditions that comply with the applicable standards set forth in the **Disability Rights Laws**.

Affiliates means and refers to one or more of the 31 Sutter Health Affiliates that provide patient care and are named individually as defendants in the Action, as listed on pages 6-7 of this document.

Compliance Period means and refers to the time period commencing on the date upon which Final Approval of the **Consent Decree** is granted by the Superior Court of California, County of Alameda in *Olson, et al. v. Sutter Health, Inc., et al.*, Case No. RG06-302354, and concluding on either: (i) the same month and day 10 years later, or (ii) the date that Sutter and each **Affiliate** have fully complied with the agreements set forth in the **Consent Decree**, whichever is later.

The **Consent Decree** means and refers to the settlement agreement reached in the case of *Olson, et al. v. Sutter Health, Inc., et al.*, Case No. RG06-302354 (Superior Court of California, County of Alameda), which is embodied in the document entitled Consent Decree, including all exhibits thereto, filed with the Alameda County Superior Court on April 21, 2008 and approved by the Court on _____.

Disability Rights Laws means and refers to the Americans With Disabilities Act, 42 U.S.C. § 12101, *et seq.*, California Unruh Act, Civil Code § 51, *et seq.*, the California Health and Safety Code § 19955, *et seq.*, the California Blind and Other Physically Disabled Persons Act, California Civil Code § 54, *et seq.*, California Government Code § 11135, *et seq.*, Title 24 of the California Building Code, California Business and Professions Code § 17200, *et seq.*, the Rehabilitation Act of 1973, 29 U.S.C. § 701, *et*

seq., and any other federal, state, local, or administrative statute, rule, or regulation relating to Disability Access or prohibiting public accommodations from discriminating on the basis of Disability in the provision of goods, services, facilities, privileges, advantages, and/or accommodations.

The **Effective Date** means and refers to the date upon which Final Approval of the **Consent Decree** is granted by the Superior Court of California, County of Alameda.

Facilities means and refers to all portions of an Affiliate's premises at which health care services are provided and to which the public is invited, including, but not limited to, (a) the physical structures, such as hospital buildings, clinics, and medical office buildings, (b) exam rooms, patient bedrooms, restrooms, waiting areas, treatment rooms, laboratories, pharmacies, gift shops, and cafeterias within those hospital buildings, clinics, and medical office buildings, (c) all paths of travel and entrances serving these physical structures, and (d) parking facilities under the control of the Affiliate.

Monetary Relief means and includes compensatory damages, statutory damages, punitive damages, prejudgment interest, attorneys' fees, expenses and costs, and any other money damages that might be available under the law.

Physical Disability means and refers to **Mobility Disability** (which means any impairment or condition that limits or makes difficult the major life activity of moving his or her body or a portion of his or her body) and/or **Sensory Disability** (which means or refers to any impairment or condition that limits or makes difficult the major life activity of seeing, and/or hearing, and/or speaking).

The **Released Claims** means and includes any and all claims that arise out of any federal, state, or local disability access or disability discrimination statutes that could be alleged for denial of access to public accommodations on the basis of Physical Disability, including but not limited to, the Americans With Disabilities Act, 42 U.S.C. § 12101, *et seq.*, California Unruh Act, Civil Code § 51, *et seq.*, the California Health and Safety Code § 19955, *et seq.*, the California Blind and Other Physically Disabled Persons Act, California Civil Code § 54, *et seq.*, California Government Code § 11135, *et seq.*, Title 24 of the California Building Code, California Business and Professions Code § 17200, *et seq.*, the Rehabilitation Act of 1973, 29 U.S.C. § 701, *et seq.*, and any other federal, state, local, or administrative statute, rule, or regulation relating to disability access or prohibiting disability discrimination by public accommodations (the “**Disability Rights Laws**”). The **Released Claims** also include any and all claims arising from common law that could be alleged for denial of access to public accommodations on the basis of **Physical Disability**, including, but not limited to, negligence, loss of consortium, fraud, misrepresentation, unfair competition, unfair business practices, infliction of emotional distress, assault, battery, false imprisonment.

Released Future Claims means and includes any and all future claims, liabilities, obligations, demands, and actions, whether known or unknown, for alleged violations of applicable **Disability Rights Laws** based on incidents, encounters, care, visits, or treatment that occurs after the **Effective Date** and during the **Compliance Period**, to the extent that such claims arise out of or relate to **Released Parties’** actions, omissions, or conduct (including physical conditions at Sutter and Affiliate Facilities) that are in compliance with the terms of the **Consent Decree**.

Released Parties means and includes Sutter Health and its **Affiliates**, and each of their past, present and future employees, agents, attorneys, officers, directors, shareholders, partners, controlling or principal members, divisions, subsidiaries, insurers, claims administrators, adjusters, investigators, physicians, medical staff, nurses, student aides, and medical facilities (including clinics) and all of their respective predecessors and successors in interest and legal representatives.

CLAIM CERTIFICATION

I certify under penalty of perjury under the laws of the state of California that:
(1) I am a person with a Physical Disability; (2) I have been a patient, a companion of a patient, or a visitor to a patient care facility of Sutter or one or more of its **Affiliates** at any time on or after October 27, 2002; and (3) on one or more visit(s) to an **Affiliate** since October 27, 2002, I encountered an architectural barrier, inaccessible medical equipment, a communication barrier, or inadequate assistance from medical staff which hindered my access to patient care services or treatment.

Dated: _____

Name: _____

TAX IDENTIFICATION CERTIFICATION

[Claim ID]
Taxpayer Identification Number Certification - Substitute IRS Form W-9
Enter your Social Security Number: <input type="text"/> <input type="text"/> <input type="text"/> -- <input type="text"/> <input type="text"/> -- <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Print name as shown on your income tax return if different from [Payee] _____

Under penalties of perjury, I certify that:
1. The social security number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
Note: If you have been notified by the IRS that you are subject to backup withholding, you must cross out item 2 above.
<i>The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.</i>

DISPUTE RESOLUTION

Any dispute or controversy arising out of, relating to, or in connection with this

settlement shall be settled in the following manner:

3. Any Party claiming that a violation has occurred or a dispute has arisen will give notice of the claim in writing to opposing counsel and will propose a resolution of the issue to the other Party.

4. Within two weeks' delivery of the written claim of violation or dispute, the Parties shall meet and confer to attempt in good faith, through informal negotiations, to resolve the dispute or controversy.

5. If the Parties are unable to resolve any dispute arising under this Consent Decree after engaging in the meet and confer process set forth in (2) above for at least two weeks, either Party may seek private mediation with Michael Loeb. If Michael Loeb becomes unavailable to perform the functions set forth in this Consent Decree, then the Parties will agree on a replacement within 30 days of learning of Michael Loeb's unavailability.

6. If mediation is unsuccessful, the Parties agree that Michael Loeb or his successor will appoint an arbitrator from the Judicial Arbitration and Mediation Services (JAMS) in San Francisco for binding arbitration.

CONTACT INFORMATION FOR CLASS COUNSEL

Melissa W. Kasnitz, Esq.
Mary-Lee Kimber, Esq.
Disability Rights Advocates
2001 Center Street, 4th Floor
Berkeley, CA 94704
(510) 665-8644
(510) 665-8716 (tty)
(510) 665-8511 (fax)
mkasnitz@dralegal.org
mkimber@dralegal.org

Or

Linda M. Dardarian, Esq.
Heather Mills, Esq.
Goldstein, Demchak, Baller, Borgen & Dardarian
300 Lakeside Drive, 10th Floor
Oakland, CA 94612
(510) 763-9800
(510) 835-1417 (fax)
ldardarian@gdblegal.com
hmills@gdblegal.com

EXHIBIT E

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
AND FAIRNESS HEARING

ATTENTION: INDIVIDUALS WITH MOBILITY AND/OR SENSORY DISABILITIES WHO HAVE VISITED HOSPITALS, CLINICS OR OTHER PATIENT CARE FACILITIES AFFILIATED WITH SUTTER HEALTH

A. PLEASE READ THIS NOTICE AS IT MAY AFFECT YOUR LEGAL RIGHTS

I. INTRODUCTION

The purpose of this notice is to inform you of a proposed settlement in a pending class action lawsuit brought against Sutter Health and hospitals, clinics and other patient care facilities affiliated with Sutter Health (“Affiliates”) in California on behalf of people with Mobility and/or Sensory Disabilities (collectively “Physical Disabilities”). The lawsuit was filed on behalf of a class of persons by the law firms of Disability Rights Advocates and Goldstein, Demchak, Baller, Borgen & Dardarian (“Class Counsel”). A list of Sutter Health Affiliates covered by this settlement is attached as Exhibit A to this Notice. “Mobility Disability” means any individual who has any impairment or condition that limits or makes difficult the major life activity of moving his or her body or a portion of his or her body. “Sensory Disability” means any individual who has a visual impairment that limits or makes difficult the major life activity of seeing, a hearing impairment that limits or makes difficult the major life activity of hearing, and/or a speech impairment that limits or makes difficult the major life activity of speaking. “Sutter Health” means Sutter Health and its Affiliates listed on Exhibit A.

The proposed class action settlement (“Settlement Agreement”), which must be approved by the Court before it becomes binding, was reached in the matter of *Olson v. Sutter Health, et al.*, Case No. RG06-302354, Superior Court of Alameda County (the “Lawsuit”). The Lawsuit alleges that Sutter Health has violated the Americans with Disabilities Act and other federal and California state disability-related statutes by not providing full and equal access to its facilities and services for persons with Physical Disabilities, as further described in Section II, below. Sutter Health denies these allegations.

If you are an individual with a Physical Disability who has visited or attempted to visit one or more Sutter Health Affiliates since October 27, 2002, you may be a member of the class affected by the Lawsuit. The Court has scheduled a Fairness Hearing on July 11, 2008 at 2:30 p.m. to determine if the parties’ Settlement Agreement should be given final approval. Please read this notice carefully because your rights may be affected by the Lawsuit and the Settlement Agreement.

THIS NOTICE SUMMARIZES THE PROPOSED SETTLEMENT AGREEMENT AND ADVISES YOU OF THE STATUS OF THE LAWSUIT, INCLUDING A STATEMENT OF YOUR RIGHTS WITH RESPECT TO THE PROPOSED SETTLEMENT AGREEMENT

II. REASONS FOR SETTLEMENT

The Lawsuit alleges that Sutter Health has not provided equal access to its facilities and services for people with Physical Disabilities. The Lawsuit specifically claims that Sutter Health has not (1) identified and removed architectural barriers at its facilities; (2) provided auxiliary aids and services necessary to ensure effective communication, such as sign language interpreters and written documents in alternative formats; (3) provided auxiliary aids and services necessary to ensure full and equal access to patient care facilities and services, such as accessible medical equipment, for persons with Physical Disabilities; and (4) made reasonable modifications to Sutter Health policies, practices, and procedures to ensure that patients and/or visitors with Physical Disabilities are provided with equal access to facilities, equipment, programs, and services.

After extensive negotiations with Sutter Health, Class Counsel have concluded that the terms and conditions of the Settlement Agreement are fair, reasonable, and in the best interests of the Settlement Class (defined in Section III, below). In reaching this conclusion, Class Counsel have analyzed the benefits of the settlement, the likely outcome of further litigation in the case, and the risks of continued proceedings necessary to prosecute the Lawsuit through trial and possible appeals.

By entering into this Settlement Agreement, Sutter Health does not admit any fault, wrongdoing, or liability. Sutter Health denies any and all liability to the Named Plaintiffs and the Settlement Class for claims raised in the Lawsuit and denies that it has violated any laws or regulations – federal, state, or local – pertaining to access for persons with Physical Disabilities at Sutter Health. No finding of liability has been made in the Lawsuit.

III. DEFINITION OF CLASS

The Court has conditionally defined the Settlement Class as follows:

The Settlement Class consists of all persons with Mobility and/or Sensory Disabilities who have visited, or who have attempted to visit one or more Sutter Health Affiliate facilities in California since October 27, 2002, and were denied full and equal access to Affiliate facilities, equipment, and/or services due to architectural barriers, lack of accessible medical equipment, lack of effective auxiliary aids and services, and/or other inaccessible features and/or policies.

IV. SUMMARY OF SETTLEMENT

The Settlement Agreement resolves all claims for injunctive and declaratory relief raised in the Lawsuit. It also resolves damages claims for the Named Plaintiffs and certain previously-identified Settlement Class members who assisted Class Counsel in the Lawsuit. Damages claims of all other Settlement Class members will not be resolved by the Settlement Agreement.

Under the terms of the proposed Settlement Agreement, Sutter Health has agreed to the following obligations (“Injunctive Relief”) in order to improve its services to individuals with Mobility and Sensory Disabilities. Sutter Health will:

1. Survey its patient care facilities to identify architectural barriers and develop and implement remediation plans.

2. Evaluate the accessibility of medical equipment at patient care facilities, develop plans for the purchase and installation of accessible medical equipment as necessary to improve access to patient care services, provide staff training and develop policies on the use of accessible medical equipment.
3. Adopt or revise and implement policies, procedures and staff training programs related to the following subjects: alternative formats; communication access; service animals; scheduling exam room and patient room access; location, maintenance and use of accessible medical equipment; weight measurement; auxiliary aids and services; accessible web-sites; lifting and transferring patients with Physical Disabilities; and maintenance of accessible features, aids and services.
4. Monitor compliance with and provide reports to Class Counsel on Sutter Health's compliance with the Settlement Agreement.

Sutter Health has agreed to settle the damages claims of 88 previously identified Named Plaintiffs and Settlement Class members who provided assistance to Class Counsel's prosecution of the case ("Known Class Members") in exchange for a release of their claims. The Settlement Agreement does not otherwise address Settlement Class members' monetary damages claims and does not affect Settlement Class members' rights to bring individual claims for damages.

The Court has approved Disability Rights Advocates and Goldstein, Demchak, Baller, Borgen & Dardarian as Class Counsel. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class. Sutter Health has paid to Class Counsel the sum of \$691,500 for reasonable attorneys' fees and costs associated with the work Class Counsel has performed investigating the facts necessary to pursue the Lawsuit, prosecuting the Lawsuit, and negotiating the Settlement Agreement, through December 31, 2007. Subject to Court approval, Sutter Health has agreed to pay Class Counsel up to \$185,000 in attorneys' fees and costs for all work associated with this matter from January 1, 2008 through April 28, 2008. Sutter Health has also agreed to pay Class Counsel additional reasonable fees for the additional work Class Counsel will undertake to finalize the Settlement Agreement via this approval process and during the Compliance Period. Settlement Class members are not personally responsible for any attorneys' fees, expenses, or other costs associated with the Lawsuit.

V. HEARING ON PROPOSED SETTLEMENT

The Court has scheduled a hearing for July 11, 2008 at 2:30 p.m. in the Courtroom of the Honorable Bonnie Lewman Sabraw, Alameda County Superior Court, Department 22, 1221 Oak Street, Oakland, California 94612 to determine whether the Settlement Agreement is fair, adequate and reasonable and should be finally approved.

It is not necessary for you to appear at the hearing. If you wish to appear at the hearing in person or through your attorney, you or your attorney must notify Class Counsel in writing, postmarked or emailed by June 19, 2008:

Class Counsel:

Melissa W. Kasnitz, Esq.
Disability Rights Advocates

2001 Center Street, 4th Floor
Berkeley, CA 94704
mkasnitz@dralegal.org

Or

Linda M. Dardarian, Esq.
Goldstein, Demchak, Baller, Borgen & Dardarian
300 Lakeside Drive, 10th Floor
Oakland, CA 94612
ldardarian@gdblegal.com

VI. BINDING EFFECT AND RELEASE OF CLAIMS

If the Court gives final approval to the proposed Settlement Agreement, it will bind all Settlement Class members with respect to any and all injunctive relief claims against Sutter Health regarding (1) identification and removal of architectural barriers at its patient care facilities; (2) providing auxiliary aids and services necessary to ensure effective communication, such as sign language interpreters and written documents in alternative formats; (3) providing auxiliary aids and services necessary to ensure full and equal access to patient care facilities and services, such as accessible medical equipment, for persons with Physical Disabilities; and (4) making reasonable modifications to Sutter Health policies, practices, and procedures to ensure that patients and/or visitors with Physical Disabilities are provided with equal access to patient care facilities, equipment, programs, and services. This means that no Settlement Class member will be able to pursue a lawsuit against Sutter Health that asks for injunctive relief that is different from or in addition to the injunctive relief provided in the Settlement Agreement for these issues, during the time period that the Settlement Agreement is in effect. No Settlement Class member can opt-out of the Settlement Agreement.

VII. OBJECTIONS TO THE SETTLEMENT AGREEMENT

If you believe that the Court for any reason should not finally approve the proposed Settlement Agreement, you may object to it. You may object through an attorney, but you do not need to hire an attorney in order to object. If you want to object to the proposed Settlement Agreement, you or your attorney must send an objection in writing to Class Counsel. All written objections must be mailed to Melissa W. Kasnitz, Esq., Disability Rights Advocates, 2001 Center Street, 4th Floor, Berkeley, California 94704, (or by email to mkasnitz@dralegal.org) OR Linda M. Dardarian, Esq., Goldstein, Demchak, Baller, Borgen & Dardarian, 300 Lakeside Drive, 10th Floor, Oakland, California 94612, (or by email to ldardarian@gdblegal.com) and postmarked or emailed no later than June 19, 2008. All objections must state the name and number of the Lawsuit, which is *Olson v. Sutter Health, et al.*, Case No. RG06-302354, Superior Court of Alameda County. Only Settlement Class members (or their attorneys) who have sent in written objections by the deadline will have the right to present objections orally at the Fairness Hearing, and they will only have the right to do so if they expressly state in their written objection that they wish to appear at the hearing.

Class Counsel will, prior to the hearing, file with the Court all timely-submitted objections.

VIII. ADDITIONAL INFORMATION

The pleadings and other records in the Lawsuit, including complete copies of the Settlement Agreement, may be examined during regular office hours at the office of the Clerk of the Alameda County Superior Court, 1225 Fallon Street Oakland, California 94612. You may also obtain copies of the Settlement Agreement online at www.gdblegal.com or www.dralegal.org. If you have questions about this notice, you may call Class Counsel at 1-866-723-1494.

PLEASE DO NOT CONTACT THE JUDGE DIRECTLY ABOUT THE SETTLEMENT OF THIS LAWSUIT

EXHIBIT A

LIST OF SUTTER AFFILIATES

The following are current Sutter Health Affiliates that provide patient care and are named individually as defendants in *Olson, et al. v. Sutter Health, Inc., et al.*, Case No. RG06-302354:

Alta Bates Summit Medical Center

California Pacific Medical Center

Eden Medical Center

Marin General Hospital

Novato Community Hospital

Memorial Hospital Los Banos

Memorial Hospitals Association dba Memorial Medical Center Modesto

Mills-Peninsula Health Services

Sutter Amador Hospital

Sutter Coast Hospital

Sutter Delta Medical Center

Sutter Health Sacramento Sierra Region

Sutter Lakeside Hospital

Sutter Maternity & Surgery Center of Santa Cruz

Sutter Medical Center of Santa Rosa

Sutter Solano Medical Center

Sutter Tracy Community Hospital

Palo Alto Medical Foundation Hospital Corporation

Palo Alto Medical Foundation for Health Care, Research and Education

Sutter Gould Medical Foundation

Sutter North Medical Foundation

Sutter Medical Foundation, Physician Foundation at CPMC

Sutter Regional Medical Foundation

Sutter East Bay Medical Foundation

Sutter Visiting Nurse Association and Hospice

St. Luke's Health Care Center

Mills-Peninsula Senior Focus

Adolescent Treatment Centers, Inc. dba Thunder Road, and Health Ventures, Inc.

In addition to the above-listed Affiliates, St. Luke's Hospital and Sutter Santa Cruz Medical Foundation are named as defendants. St. Luke's Hospital is no longer a separate corporate entity but is now a campus of California Pacific Medical Center. St. Luke's Hospital is not bound by the Consent Decree as a separately identified Affiliate, but is bound through California Pacific Medical Center. Sutter Santa Cruz Medical Foundation is no longer a separate corporate entity but has been incorporated into the Palo Alto Medical Foundation. Sutter Santa Cruz Medical Foundation is not bound by the Consent Decree as a separately identified Affiliate, but is bound through Palo Alto Medical Foundation.

EXHIBIT F

Exhibit F

Community Based Organizations to Whom Notice Shall be Sent

Independent Living Centers

Placer Independent Resource Services

Independent Living Center of Kern County

Center for Independence of the Disabled
Belmont Office

Center for Independence of the Disabled
Daly City Satellite Center

Center for Independent Living
Berkeley Office

Center for Independent Living
Oakland Satellite

Center for Independent Living
East Oakland Satellite

Center for Independent Living
Fruitvale Satellite

Independent Living Services of Northern California
Chico Office

Independent Living Services of Northern California
Redding Satellite Center

Independent Living Resource
Concord Office

Independent Living Resource
Antioch Satellite

Independent Living Resource
Fairfield Satellite

Independent Living Resource
Richmond Satellite

Tri-County Independent Living Inc.

FREED Center for Independent Living
Grass Valley Office

FREED Center for Independent Living
Marysville Satellite

Community Resources For Independent Living Inc.
Hayward Office

Community Resources For Independent Living Inc.
Tri-Valley Satellite

Community Resources For Independent Living Inc.
Tri-Cities Satellite

Marin Center for Independent Living

Resources for Independent Living

Central Coast Center for Independent Living
Salinas Office

Central Coast Center for Independent Living
Capitola Satellite

Central Coast Center for Independent Living
Hollister Satellite

Independent Living Resource Center
San Francisco Office

Silicon Valley Independent Living Center
Main Office

Silicon Valley Independent Living Center
South County Branch

Community Resources for Independence
Main Office (Santa Rosa)

Community Resources for Independence
Napa Branch

Community Resources for Independence
Ukiah Branch

American Council of the Blind – State & Local Chapters

California Council of the Blind
Headquarters (Sacramento)

American Council of the Blind
ACB Capitol Chapter

American Council of the Blind
Active Blind Inland Valley

American Council of the Blind
Alameda County Chapter

American Council of the Blind
Antelope Valley Chapter

American Council of the Blind
Bay View Chapter

American Council of the Blind
Butte County Chapter

American Council of the Blind
Central Coast Low Vision Council Chapter

American Council of the Blind
El Dorado County Chapter

American Council of the Blind
Golden Gate Chapter

American Council of the Blind
Humboldt Chapter

American Council of the Blind
Redwood Empire Chapter

American Council of the Blind
San Francisco Chapter

American Council of the Blind
San Mateo County Council of the Blind

American Council of the Blind
Silicon Valley Council of the Blind

American Council of the Blind
Solano Adult Blind Club

National Federation for the Blind – State & Local Chapters

National Federation of the Blind of California

National Federation of the Blind
Bay Area Chapter

National Federation of the Blind
Monterey County Chapter

National Federation of the Blind
Mount Diablo Chapter

National Federation of the Blind
NapaValley Chapter

National Federation of the Blind
River City (Sacramento) Chapter

National Federation of the Blind
San Fernando Valley Chapter

National Federation of the Blind
San Francisco Chapter

National Federation of the Blind
San Joaquin County (Stockton) Chapter

National Federation of the Blind
Tri-Valley (Concord/Pleasanton) Chapter

Other Community Based Organizations for the Blind

LightHouse for the Blind and Visually Impaired
San Francisco

American Federation of the Blind
San Francisco Office

National Association of the Deaf – State & Local Chapters

California Association of the Deaf
Main office

California Association of the Deaf
Bay Area Chapter

Deaf Counseling, Advocacy & Referral Agency

Deaf Counseling, Advocacy & Referral Agency
San Leandro Office

Deaf Counseling, Advocacy & Referral Agency
Eureka Office

Deaf Counseling, Advocacy & Referral Agency
San Jose Office

Deaf Counseling, Advocacy & Referral Agency
Fremont Oak Grove Office

Deaf Counseling, Advocacy & Referral Agency
Fremont Office

Deaf Counseling, Advocacy & Referral Agency
Campbell Office

NorCal Centers on Deafness

NorCal Center on Deafness
Headquarters

NorCal Center on Deafness
Chico Office

NorCal Center on Deafness
Redding Office

NorCal Center on Deafness
Stockton/Modesto Office

NorCal Center on Deafness
Marysville/Yuba City

Other Community Based Organizations for the Deaf

Deaf and Hard of Hearing Service Center

Deaf and Hard of Hearing Service Center
Merced Office

Deaf and Hard of Hearing Service Center
Monterey County Office

Bay Area Coalition of Deaf Seniors

Northern CA Association for the Deaf-Blind

CA Center for Law and the Deaf

Bay Area Asian Deaf Association

Community Based Organization for Persons with Mobility Impairments

Paralyzed Veterans of America
Bay Area Western Chapter

National Multiple Sclerosis Society
Northern California Chapter

National Multiple Sclerosis Society
Sacramento Office

National Multiple Sclerosis Society
Silicon Valley Office

United Cerebral Palsy of Central California

United Cerebral Palsy of Greater Sacramento

United Cerebral Palsy of San Joaquin, Calaveras & Amador Counties

United Cerebral Palsy of Santa Clara & San Mateo Counties

United Cerebral Palsy of Stanislaus County

United Cerebral Palsy of the Golden Gate

United Cerebral Palsy of the North Bay

Spina Bifida Association of the Greater Bay Area

Other Community Based Organizations

Protection & Advocacy, Inc.
Bay Area Regional Office

Protection & Advocacy, Inc.
Sacramento Regional Office

Employment Development Department
Sacramento Office

Employment Development Department
Roseville Office

Senior Network Services

EXHIBIT G

Exhibit G

Newspapers in Which Notice Shall Be Published

Amador Ledger Dispatch
Appeal-Democrat (Marysville)
Auburn Journal
Berkeley Daily Planet
Contra Costa Times
Daily Republic (Fairfield)
Davis Enterprise
Lake County Record Bee
Los Banos Enterprise
Novato Advance
Roseville Press Tribune
San Francisco Chronicle
San Francisco Examiner
San Mateo County Times
San Jose Mercury News
Santa Cruz Sentinel
The Daily Journal (San Mateo)
The Daily News (Palo Alto)
The Daily Triplicate (Crescent City)
The Modesto Bee
The Oakland Tribune
The Press Democrat
The Reporter (Vacaville)
The Sacramento Bee
Times-Herald (Vallejo)
Tracy Press

EXHIBIT H

EMBARGOED FOR 11 A.M.
April 18, 2008

Sutter Health Contact:
Karen Garner at 916/286-6695 or garnerk@sutterhealth.org

Disability Rights Advocates Contact:
Melissa W. Kasnitz at 510/665-8644 or mkasnitz@dralegal.org

Goldstein, Demchak, Baller, Borgen & Dardarian Contact:
Linda M. Dardarian at 510/763-9800 or ldardarian@gdblegal.com

Sutter Health Adopts Sweeping Plans to Improve Accessibility Under the Americans with Disabilities Act

Agreement with Disability Rights Advocates Puts Sutter in the Lead in Hospital Access

BERKELEY, Calif., April 18, 2008 – Disability Rights Advocates (DRA), private co-counsel, and Sutter Health today announced that the Sutter network of hospitals, medical foundations and other health care service providers has taken a big legal step toward further improving health care access for patients with mobility, visual, hearing and speech disabilities who seek care from Sutter facilities.

After working collaboratively, DRA; the Oakland-based civil rights law firm of Goldstein, Demchak, Baller, Borgen & Dardarian; and the network have reached a comprehensive agreement to do the following:

- Survey every Sutter health care facility in California to assess ways to improve physical access to those buildings and grounds, and make the required improvements within the next ten years;
- Further develop and implement policies and procedures to address the needs of persons with disabilities; and
- Develop plans for purchasing medical equipment specifically designed to accommodate patients with disabilities, and then execute on those plans.

The comprehensive agreement, when approved by the court, will resolve a class-action lawsuit filed to address these issues.

The lawsuit was not a hostile action. Since November 2005, Sutter Health has engaged in voluntary, structured discussions with DRA and Goldstein, Demchak, who represent Sutter patients and visitors with mobility, visual, hearing and speech disabilities. Together, the parties have developed systems to help ensure Sutter-affiliated organizations are moving toward ongoing, optimal compliance with Americans with Disabilities Act (ADA) access requirements. The lawsuit was filed in December 2006 to secure court-approval of the agreement and to gain legal protections for the parties.

“While people expect that hospitals and other medical environments will be accessible to people with disabilities, this is often not the case,” said Melissa Kasnitz, the managing attorney at DRA who worked with Sutter to negotiate the agreement. “We are extremely pleased with the commitments being made by Sutter, which, when implemented, will make it a leader in access in the health care industry.”

“On behalf of our clients, we commend Sutter for its significant commitment announced today and urge other health care providers to follow Sutter’s example – for the good of all Californians,” said Linda M. Dardarian, partner at Goldstein, Demchak.

“This kind of settlement is routine in resolving ADA-related issues where multiple public facilities are affected, and it further advances our organizations’ mutual goals. It places a stamp of approval on our Sutter network’s comprehensive compliance plans,” said Gary Loveridge, Sutter Health senior vice president and general counsel.

Sutter Health already has implemented the following steps to further address physical access, accessibility of medical equipment, staff training and policy issues:

- Retained an architectural access consultant to survey affiliate facilities to identify opportunities for physical improvement (Surveys are underway.)
- Retained a consultant with expertise in disability policy and program design to provide content and guidance regarding employee training and organizational policies
- Hired a systemwide ADA coordinator to further improve health care access for people with disabilities – now and in the future
- Established a working committee to develop survey tools to assess existing medical equipment and make recommendations on purchase of new accessible medical equipment
- Established a steering committee to coordinate the implementation of activities to improve access to medical services by disabled patients

“We’re making significant advancements to our facilities, processes and tools to help ensure all patients have easy access to quality health care services,” said Loveridge. “Quality patient care is our top priority, and our work with a reputable, dedicated organization like DRA reflects this commitment.”

Named plaintiff Stephen Olson, who uses a wheelchair for mobility, expressed his satisfaction with the agreement. “In my previous visits to one Sutter hospital, I have had difficulty maneuvering in my wheelchair, and I have been unable to be weighed or examined on a table,” said Olson. “Knowing that these problems, as well as policies for dealing with the needs of people with physical disabilities, are going to be addressed gives me much greater confidence for my future health care needs.”

Disability Rights Advocates is a non-profit law firm based in Berkeley, California, whose mission is to protect and advance the civil rights of people with disabilities through high-impact litigation, advocacy and education. Disability Rights Advocates is a national leader in protecting the rights of people with all types of disabilities, including mobility, sensory, mental health and learning disabilities.

Goldstein, Demchak, Baller, Borgen & Dardarian, is an Oakland, California based law firm which represents plaintiffs nationally in complex and class action litigation, including civil rights, employment discrimination, wage and hour, disability access, environmental, consumer, and other public interest class actions. Goldstein, Demchak, founded in 1972, is one of the most successful private plaintiffs’ public interest firms in the United States.

Sutter Health is a family of not-for-profit hospitals and physician foundations that share resources and expertise to advance health care quality. Serving more than 100 communities throughout Northern California, the Sutter Health network is a regional leader in cardiac care, cancer treatment, orthopedics, obstetrics, and newborn intensive care, and is a pioneer in advanced patient safety technology. For more information, visit www.sutterhealth.org.

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