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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

DJENEBA SIDIBE, JERRY JANKOWSKI, SUSAN  
HANSEN, DAVID HERMAN, OPTIMUM  
GRAPHICS, INC., and JOHNSON POOL & SPA,  
on Behalf of Themselves and All Others Similarly  
Situating,

Plaintiffs,

vs.

SUTTER HEALTH,

Defendant.

Case No. 3:12-cv-4854-LB

**NOTICE OF MOTION AND MOTION  
FOR FINAL APPROVAL OF CLASS  
SETTLEMENT**

Date: November 6, 2025

Time: 9:30 AM

Judge: The Honorable Laurel Beeler

**NOTICE OF MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT**

Please take notice that Plaintiffs' Motion for Final Approval of Class Settlement will be heard on November 6, 2025 at 9:30 a.m. Pacific Time, or as soon thereafter as the Motion may be heard, in Courtroom C on the 15th Floor of the United States Courthouse, 450 Golden Gate Avenue, San Francisco, California, before the Honorable Laurel Beeler. This motion is submitted pursuant to Federal Rule of Civil Procedure 23.

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Case No. 3:12-cv-4854-LB

**PLAINTIFFS' MEMORANDUM OF  
LAW IN SUPPORT OF THEIR  
MOTION FOR FINAL APPROVAL OF  
CLASS SETTLEMENT**

Date: November 6, 2025

Time: 9:30 AM

Judge: The Honorable Laurel Beeler

## TABLE OF CONTENTS

I.	INTRODUCTION .....	1
II.	PROCEDURAL BACKGROUND .....	2
A.	The Settlement .....	2
B.	Settlement Notice Has Been Provided to Class Members.....	4
C.	Objections .....	7
1.	William Legler .....	7
2.	Hao Tse Wang .....	8
D.	Supplemental Costs .....	9
III.	ARGUMENT .....	9
A.	The Court Should Grant Final Approval of the Settlement.....	9
B.	The Notice Program Gave the Best Practicable Notice to Class Members and Satisfied Rule 23 and Due Process.....	9
C.	The Settlement is Fair, Reasonable, and Adequate.....	11
D.	The Settlement Stems from Good-Faith, Informed, and Arm’s Length Negotiations by Counsel.....	12
E.	The Settlement Provides the Class with Substantial Relief in Light of the Risks of Retrial and Appeal .....	13
F.	The Method of Distribution Is Fair, Reasonable and Adequate .....	14
G.	The Settlement Treats All Class Members Equitably .....	15
H.	The Reaction of the Class Members .....	15
I.	The Court Should Grant Certification of the Class.....	16
J.	Proposed Award of Attorneys’ Fees and Costs Including Timing of Payment.....	16
IV.	CONCLUSION .....	19

## TABLE OF AUTHORITIES

### Cases

<i>Abante Rooter &amp; Plumbing, Inc. v. Pivotal Payments Inc.</i> , 2018 WL 8949777 (N.D. Cal. Oct. 15, 2018).....	10
<i>Barnes v. The Equinox Grp., Inc.</i> , 2013 WL 3988804 (N.D. Cal. Aug. 2, 2013) .....	18
<i>Bravo v. Gale Triangle, Inc.</i> , 2017 WL 708766 (C.D. Cal. Feb. 16, 2017).....	14
<i>Burden v. SelectQuote Ins. Servs.</i> , 2013 WL 3988771 (N.D. Cal. Aug. 2, 2013) .....	18
<i>Cabrera v. Google LLC</i> , 2025 WL 2494429 (N.D. Cal. Aug. 29, 2025).....	15
<i>Churchill Vill., LLC v. Gen. Elec.</i> , 361 F.3d 566 (9th Cir. 2004).....	16
<i>Dexter’s LLC v. Gruma Corp.</i> , 2023 WL 8790268 (S.D. Cal. Dec. 19, 2023).....	14
<i>Edwards v. Nat’l Milk Producers Fed’n</i> , 2017 WL 3616638 (N.D. Cal. June 26, 2017) .....	13
<i>Evans v. Linden Research, Inc.</i> , 2014 WL 1724891 (N.D. Cal. Apr. 29, 2014) .....	10
<i>Foster v. Adams &amp; Assocs., Inc.</i> , 2022 WL 425559 (N.D. Cal. Feb. 11, 2022) .....	19
<i>Grace v. Apple, Inc.</i> , 2021 WL 1222193 (N.D. Cal. Mar. 31, 2021).....	17
<i>Harrison v. Bank of Am. Corp.</i> , 2021 WL 5507175 (N.D. Cal. Nov. 24, 2021).....	18
<i>Hefler v. Wells Fargo &amp; Co.</i> , 2018 WL 6619983 (N.D. Cal. Dec. 18, 2018).....	15
<i>Hermosillo v. Davey Tree Surgery Co.</i> , 2021 WL 2826697 (N.D. Cal. July 7, 2021).....	17-18

1	<i>In re Anthem, Inc. Data Breach Litig.,</i>	
2	2018 WL 3960068 (N.D. Cal. Aug. 17, 2018).....	17
3	<i>In re Blue Cross Blue Shield Antitrust Litig., MDL2406</i>	
4	85 F.4th 1070 (11th Cir. 2023).....	15
5	<i>In re Blue Cross Blue Shield Assoc. Antitrust Litig.,</i>	
6	2022 WL 4587618 (N.D. Ala. Aug. 9, 2022) .....	15
7	<i>In re Capacitors Antitrust Litig.,</i>	
8	2023 WL 2396782 (N.D. Cal. Mar. 6, 2023).....	16
9	<i>In re Cathode Ray Tube (CRT) Antitrust Litig.,</i>	
10	2016 WL 4126533 (N.D. Cal. Aug. 3, 2016) .....	18
11	<i>In re Cathode Ray Tube (CRT) Antitrust Litig.,</i>	
12	2017 WL 565003 (N.D. Cal. Feb. 13, 2017) .....	13
13	<i>In re Cathode Ray Tube (CRT) Antitrust Litig.,</i>	
14	2017 WL 2481782 (N.D. Cal. June 8, 2017).....	14
15	<i>In re Citric Acid Antitrust Litig.,</i>	
16	145 F. Supp. 2d 1152 (N.D. Cal. 2001).....	14
17	<i>In re Heritage Bond Litig.,</i>	
18	2005 WL 1594403 (C.D. Cal. June 10, 2005) .....	14
19	<i>In re Lithium Ion Batteries Antitrust Litig.,</i>	
20	2017 WL 1086331, at 4* (N.D. Cal. Mar. 20, 2017) .....	13
21	<i>In re Lithium Ion Batteries Antitrust Litig.,</i>	
22	2019 WL 3856413 (N.D. Cal. Aug. 16, 2019).....	18
23	<i>In re Omnivision Techs., Inc.,</i>	
24	559 F. Supp. 2d 1036 (N.D. Cal. 2008).....	16
25	<i>In re Online DVD-Rental Antitrust Litig.,</i>	
26	779 F.3d 934 (9th Cir. 2015).....	10, 17
27	<i>In re TFT-LCD (Flat Panel) Antitrust Litig.,</i>	
28	2013 WL 1365900 (N.D. Cal. Apr. 3, 2013) .....	18
	<i>In re Volkswagen “Clean Diesel” Mktg., Sales Pracs. &amp; Prods. Liab. Litig.,</i>	
	895 F.3d 597 (9th Cir. 2018).....	11
	<i>In re Zoom Video Commc'ns, Inc. Priv. Litig.,</i>	
	2022 WL 1593389 (N.D. Cal. Apr. 21, 2022) .....	10, 18
	<i>In re Zynga Inc. Sec. Litig.,</i>	
	2015 WL 6471171 (N.D. Cal. Oct. 27, 2015).....	12

1	<i>Koeppen v. Carvana, LLC</i> ,	
2	2024 WL 3925703 (N.D. Cal. Aug. 22, 2024).....	16
3	<i>Lamb v. Bitech, Inc.</i> ,	
4	2013 WL 4013166 (N.D. Cal. Aug. 5, 2013) .....	10
5	<i>Meijer, Inc. v. Abbott, Lab'ys</i> ,	
6	2011 WL 13392313 (N.D. Cal. Aug. 11, 2011).....	16
7	<i>Moore v. Verizon Commc'ns Inc.</i> ,	
8	2013 WL 4610764 (N.D. Cal. Aug. 28, 2013).....	10
9	<i>Mullane v. Central Hanover Bank &amp; Tr. Co.</i> ,	
10	339 U.S. 306 (1950) .....	9, 11
11	<i>Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.</i> ,	
12	221 F.R.D. 523 (C.D. Cal. 2004) .....	14
13	<i>Norris v. Mazzola</i> ,	
14	2017 WL 6493091 (N.D. Cal. Dec. 19, 2017).....	19
15	<i>Nucci v. Rite Aid Corp.</i> ,	
16	2022 WL 1693711 (N.D. Cal. May 26, 2022) .....	16
17	<i>Overbo v. Loews California Theatres, Inc.</i> ,	
18	2010 WL 11719051 (N.D. Cal. Aug. 17, 2010).....	17
19	<i>Phillips Petroleum Co. v. Shutts</i> ,	
20	472 U.S. 797 (1985) .....	9
21	<i>Powers v. Eichen</i> ,	
22	229 F.3d 1249 (9th Cir. 2000).....	17, 18
23	<i>Ramirez v. Trans Union, LLC</i> ,	
24	2022 WL 17722395 (N.D. Cal. Dec. 15, 2022) .....	19
25	<i>Reynolds v. Direct Flow Medical, Inc.</i> ,	
26	2019 WL 4168959 (N.D. Cal. Sept. 3, 2019) .....	13
27	<i>Rodriguez v. W. Publ'g Corp.</i> ,	
28	563 F.3d 948 (9th Cir. 2009).....	13, 15
	<i>Roe v. SFBSC Mgmt, LLC</i> ,	
	2022 WL 17330847 (N.D. Cal. Nov. 29, 2022).....	13, 16
	<i>Thieriot v. Celtic Ins. Co.</i> ,	
	2011 WL 1522385 (N.D. Cal. Apr. 21, 2011) .....	18
	<i>United States v. J-M Mfg. Co., Inc.</i> ,	
	2025 WL 1148344 (C.D. Cal. Mar. 13, 2025).....	17

1	<i>Valentine v. NebuAd Inc.</i> ,	
2	2011 WL 13244509 (N.D. Cal. Nov. 21, 2011).....	18
3	<i>Villalpando v. Exel Direct Inc.</i> ,	
4	2016 WL 7740854 (N.D. Cal. Dec. 12, 2016).....	18
5	<i>Villegas v. J.P. Morgan Chase &amp; Co.</i> ,	
6	2012 WL 5878390 (N.D. Cal. Nov. 21, 2012).....	12
7	<i>Wilburg v. iVueit, LLC</i> ,	
8	2025 WL 2459091 (N.D. Cal. Aug. 26, 2025).....	15

7 **Statutes**

8	California Civil Code Section 1542 .....	3
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9 **Rules**

10	Fed. R. Civ. P. 23 .....	<i>passim</i>
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1 Plaintiffs Djeneba Sidibe, Jerry Jankowski, Susan Hansen, David Herman, Optimum  
 2 Graphics, Inc., and Johnson Pool & Spa hereby submit their motion for final approval of the  
 3 proposed Settlement between Plaintiffs and Defendant Sutter Health (“Sutter”). *See* Declaration of  
 4 Jean Kim, dated September 26, 2025, submitted herewith (“Kim Decl.”) Ex. A.

## 5 I. INTRODUCTION

6 This antitrust consumer class action, filed September 17, 2012, was litigated through  
 7 multiple motions to dismiss; many years of discovery, two class certification motions and a Rule  
 8 23(f) petition; two summary judgment motions; a four-week trial; and three appeals to the Ninth  
 9 Circuit before the parties agreed to settle literally hours before the second trial’s opening  
 10 statements set for March 3, 2025. The \$228.5 million Settlement, negotiated with the assistance  
 11 of a highly esteemed mediator, was obtained by experienced counsel who have litigated this case  
 12 for many years and are familiar with the risks, costs and delay of continued litigation.

13 The Settlement is the product of extensive arms-length negotiations and provides  
 14 substantial relief and benefits for all Class Members. The Class faces significant risks and more  
 15 years of litigation if the Settlement is not approved. Given those risks and the millions of dollars  
 16 to be paid to Class Members, the Settlement is fair, reasonable and adequate for all Class  
 17 Members. Accordingly, Plaintiffs seek final approval of this outstanding result to bring to a  
 18 successful conclusion this important and long-running antitrust action.

19 Since preliminary approval of the Settlement, notice plan and plan of distribution, JND  
 20 Legal Administration (“JND”), the notice and claims administrator, successfully distributed the  
 21 Notice of Settlement to millions of Class Members. JND and Class Counsel have worked  
 22 diligently to assist Class Members file claims, answer questions, and provide information and  
 23 guidance regarding the Settlement and plan of distribution. Out of three million Class Members,  
 24 only two objectors came forward, and one has withdrawn his objection. The remaining single-page  
 25 objection is not directed to any aspect of the Settlement other than Class Counsel’s request for  
 26 attorneys’ fees based on the gross settlement amount.

1 The objection should be overruled, particularly as no other member of the Class, including  
 2 sophisticated, state governmental entities that paid premiums on behalf of hundreds of thousands  
 3 of covered lives objected to Class Counsel’s requested fee. As explained in the Preliminary  
 4 Approval motion and below, the requested attorneys’ fees are reasonable, result in multiplier less  
 5 than 1, are fully supported under Ninth Circuit law, are consistent with this Court’s practice, and  
 6 are decidedly within the Court’s discretion.

7 Over two hundred thousand claims, representing approximately 5.4 million covered lives  
 8 have been filed. For example, the University of California’s claim, which covers premiums paid  
 9 for healthcare coverage for UC employees, involves over 1,694,925 covered lives. Other large  
 10 claims were filed by CalPERS, the City and County of San Francisco, the Sacramento City  
 11 Unified School Districts, SF Culinary Employer Welfare Fund, AT&T, the Home Depot, the  
 12 Chevron Company and many others.<sup>1</sup> The successful administration of notice and claims thus far  
 13 and the absence of any substantive objection to the proposed Settlement all support the Court  
 14 granting final approval.

## 15 II. PROCEDURAL BACKGROUND

16 The full procedural history of this matter is provided in Class Counsel’s Motion for Fees,  
 17 Costs and Service Awards, ECF No. 1754, at pp. 2 to 11. In accordance with the Northern  
 18 District’s Procedural Guidance for Class Action Settlements, it is not repeated here. *See*  
 19 Procedural Guidance, Final Approval, Sect. 2.

### 20 A. The Settlement

21 On November 6, 2024, after remand from the Ninth Circuit, the Court ordered a re-trial to  
 22 commence on March 3, 2025. The parties retained Gregory P. Lindstrom of Phillips ADR to  
 23 mediate their dispute. They had numerous communications with Mr. Lindstrom and participated  
 24

---

25 <sup>1</sup> Attached as Exhibit B to the Declaration of Jean Kim, dated September 26, 2025, (“Kim Decl.”)  
 26 is a listing of the largest claimants and the number of covered lives for which they account.  
 27 “Covered lives,” in this context, refers to the individuals covered under a premium. For instance, if  
 28 an employee signed up for health insurance for her family of four, the premium that the employee  
 and/or her employer would pay would be for four covered lives.

1 in an in-person mediation with him. The parties also engaged in direct settlement  
2 communications. After the jury was selected, on the evening before opening statements, the  
3 parties reached an agreement in principle to settle the matter for \$228.5 million. The parties  
4 informed the Court of their agreement and filed a notice of settlement on March 2, 2025. Kim  
5 Decl. ¶ 5.

6 The parties thereafter drafted and negotiated a settlement agreement. These were arms-  
7 length negotiations with multiple rounds of comments regarding the terms of settlement. Kim  
8 Decl. ¶ 6. Class counsel with substantial experience with antitrust and complex litigation  
9 negotiated the agreement. Sutter was represented by experienced and able antitrust counsel,  
10 Jeffrey A. LeVee and David C. Kiernan, of Jones Day, both of whom represented Sutter  
11 throughout these proceedings. Kim Decl. ¶ 7.

12 On April 24, 2025, the parties executed the settlement agreement (the “Settlement  
13 Agreement”). Kim Decl. Ex. A. Under the Settlement Agreement, Sutter will deposit  
14 \$228,500,000 into a Court-approved escrow account within twenty (20) calendar days from the  
15 date of the Court’s order granting final approval of the Settlement (the “Settlement Fund”). *Id.* at  
16 III.A.1. All interest earned in the escrow account from the date of deposit until the Effective Date  
17 of the Settlement shall be split 50% for the benefit of the Class and 50% for the benefit of Sutter.  
18 *Id.* at III.A.5.

19 Plaintiffs and all Class Members will release and covenant not to sue “Sutter, its past or  
20 present parents, subsidiaries, divisions, affiliates, providers (including, but not limited to,  
21 hospitals, foundations, doctors, ambulatory surgery centers and any other providers), officers,  
22 directors, employees, agents, attorneys, and any of their legal representatives (and the  
23 predecessors, heirs, executors, administrators, successors, purchasers, and assigns of each of the  
24 foregoing) (the “Released Parties”) from any and all claims, whether federal or state, known or  
25 unknown, asserted or unasserted, regardless of legal theory, arising from or related to the facts,  
26 activities, or circumstances that were alleged in the complaints filed by Plaintiffs, including in the  
27 Fourth Amended Complaint, or otherwise alleged in this Action including during the first trial of  
28

1 this matter in 2022, or arising from or related to any purported anticompetitive effect resulting  
 2 from the conduct alleged by Plaintiffs in this Action, including conduct alleged during the first  
 3 trial of this matter in 2022.” *Id.* at VI.A.1. The Settlement Agreement includes a waiver of  
 4 unknown claims pursuant to California Civil Code Section 1542. *Id.* at VI.A.2.

5 The Settlement Agreement provides that Class Counsel may apply to the Court for an  
 6 award of attorney’s fees and reimbursement of expenses incurred in this action. *Id.* at VII.1.  
 7 Accordingly, Plaintiffs’ Counsel filed their Motion for Fees, Costs and Service Awards on July  
 8 29, 2025 (the “Fees/Costs Motion”). (ECF No. 1754). Class Counsel also submits their request  
 9 for Supplemental Costs, which includes additional costs not included in the Fees/Costs Motion,  
 10 contemporaneously with this motion. The Settlement Agreement also provides that Lead Class  
 11 Counsel may request permission from the Court to withdraw the amount awarded by the Court for  
 12 Attorneys’ Fees and Expenses for any Class Counsel or Additional Counsel, or any portion  
 13 thereof, provided that, if there is an appeal, all appeals regarding the settlement (excepting any  
 14 related solely to attorney’s fees or expenses and class representative service awards) have been  
 15 resolved. *Id.* at VII.2.

16 The Court previously provided Class Members with an opportunity to opt out of the class  
 17 action from December 15, 2020, to March 8, 2021. The Court-approved Notice of Pendency  
 18 provided that any class members who did not opt out of the Class by March 8, 2021, would be  
 19 bound by the outcome of the lawsuit, would receive the benefits of any settlement, and would not  
 20 be able to exclude themselves from the Class in the future. *Id.* at II.D.

#### 21 **B. Settlement Notice Has Been Provided to Class Members**

22 Plaintiffs retained JND to administer the Settlement notice and the Proposed Plan of  
 23 Distribution (“POD”). *See* Kim Decl. ¶ 9. JND is a nationally recognized notice and claims  
 24 administrator and successfully effectuated the Notice of Pendency to more than three million  
 25 Class Members. Since the Court’s preliminary approval of the proposed settlement, POD and  
 26 settlement notice plan, ECF No. 1750, JND has implemented the Settlement Notice Plan, which is  
 27 similar to the notice plan that the Court approved in connection with the Notice of Pendency on  
 28

1 November 5, 2020. *See* Declaration of Jennifer Keough (“Keough Decl.”), dated September 25,  
2 2025, ¶¶ 2,5 & ECF No. 901.

3 For direct notice, JND utilized the Class Member contact data produced by each of the  
4 Health Plans and performed advanced address research using skip trace databases and the United  
5 States Postal Service’s National Change of Address database to update the addresses of members  
6 who had moved since the data productions. From June 2, 2025, to June 24, 2025, JND mailed  
7 Post Card Notices to 6,624,714 Class Members for whom a postal address was available. Keough  
8 Decl. ¶ 9. For Postcard Notices that were returned as undeliverable, JND has re-mailed notice to  
9 forwarding addresses provided by the USPS.

10 JND also emailed notice from June 2, 2025, to June 28, 2025, and directed Class Members  
11 to visit the class website to obtain more information and submit claims. JND sent a total of  
12 1,994,468 email notices. *Id.* In total, JND effectuated three email campaigns to Class Members to  
13 remind them to file a claim: one to Class Members who had logged in but did not complete their  
14 claim, a second to Class Members who had not logged in and had not completed a claim, and a  
15 third to Class Members who had received a Postcard Notice but did not have valid email addresses  
16 (advanced email address research was conducted to find valid email addresses for the recipients).  
17 *Id.* ¶ 14.

18 JND supplemented direct notice with digital notice. Digital ads linked directly to the  
19 Settlement Website, where Class Members were able to access more information about the  
20 Settlement, including the Long Form Notice and instructions to file a claim electronically. A copy  
21 of the digital ads can be found at Keough Decl. Ex. D.

22 A variety of digital platforms was used: LinkedIn, Facebook, Instagram; programmatic  
23 advertising (through OMTrade Desk); the largest HR trade association site (SHRM.org; the  
24 leading digital network (Google Display Network or “GDN”) and Demand Gen, an AI-powered  
25 advertising method. *Id.* ¶ 16. Using these platforms, 1,885,534 digital impressions were served to  
26 the human resources industry from June 2 through July 13, 2025. *Id.* ¶ 17. Targeting the human  
27  
28

1 resources industry provided information regarding the Settlement to those best positioned to  
2 disseminate the information to employer Class Members. *See id.* ¶¶ 18-20.

3 The digital campaign also targeted individual Class Members. The Facebook/Instagram  
4 effort focused on those with interests in insurance policy or insurance. *Id.* ¶ 22. The GDN and  
5 Demand Gen efforts focused on those who used search terms, browsed websites or used apps  
6 involving the Health Plans or this lawsuit. *Id.* ¶¶ 23-26. Digital ads were served using the latest  
7 targeting strategies and across all devices, especially mobile devices. A total of 13,461,509 digital  
8 impressions were shown to adults (35+) in the affected counties from June 2 through July 13,  
9 2025. *Id.* ¶¶ 21.

10 From June 2 through July 13, 2025, 19,241 additional impressions were served through an  
11 internet search campaign. JND purchased key words related to the Settlement, and when those  
12 key words were searched, a paid Responsive Search Ad with a hyperlink to the Settlement  
13 Website would sometimes appear on the search engine results page. When the ad was clicked, the  
14 visitor was redirected to the Settlement Website where they could obtain information about the  
15 Settlement. *Id.* ¶ 28. A press release was distributed to approximately 6,000 media outlets  
16 nationwide to extend notice to Class Members wherever they currently reside. The press release  
17 was picked up 334 times with a potential audience of 139.7 million. *Id.* ¶ 30. The press release  
18 was re-distributed on July 8, 2025, to regional outlets in California and included coverage in the  
19 San Francisco Chronicle, the Desert Sun Palm Springs, Yahoo News and KTVU Fox 2, with a  
20 potential audience of 13.5 million. *Id.* ¶ 31.

21 On June 2, 2025, JND updated the case website, [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com),  
22 with information about the Settlement. *Id.* ¶ 32. The updated website includes answers to  
23 commonly asked questions, contact information for inquiries, key dates and links to important  
24 case documents including the Long Form Notice and the Settlement Agreement. The updated  
25 website also includes information on how Class Members can object to the Settlement. The  
26 website features an online claim form. *Id.* ¶ 33. The online claims submission process has been  
27  
28

1 streamlined and designed to be efficient for Class Members. *Id.* ¶ 35. A claim form is available  
2 for download on the website for those who prefer to submit by mail.

3 On June 2, 2025, JND updated the 24-hour toll free telephone line for this matter. Callers  
4 can obtain information about the Settlement through the toll-free hotline during business hours.  
5 As of this filing, JND has received 25,345 calls to the toll-free line. *Id.* ¶ 37. Class Counsel have  
6 received calls from claimants requesting help with filing a claim and information about the  
7 Settlement. JND has also maintained the case email address and has received 6,169 emails. *Id.* ¶  
8 38. JND has maintained a dedicated post office box to receive Class Member correspondence and  
9 paper claim forms. *Id.* ¶ 39.

10 As of this filing, JND has received 206,546 claims, of which 204,833 were submitted  
11 electronically online and 1,324 were submitted via mail. *Id.* ¶ 40. JND will continue to receive  
12 and process Claim Form submissions and will continue to report on the status of the claim intake  
13 and review. The claim filing deadline for Class Members was September 12, 2025.

14 JND has expended over \$4 million in effectuating settlement notice and administering  
15 claims to date, and expects to spend approximately over \$6 million more in claims administration.  
16 This is due to the 13 years since the lawsuit was filed, the millions of class members and JND's  
17 efforts to track down current addresses and contact information, the large amount of data relating  
18 to Class Members' premium payments and their submitted claims, the employer/employee split  
19 pursuant to the Plan of Distribution, and other complexities with the claims administration  
20 process. Class Counsel requests compensation to JND from the Settlement Fund for those  
21 expenses.

### 22 C. Objections

23 Of the over 3 million Class Members, only two filed objections and one has been  
24 withdrawn. Thus, only one objection remains.

#### 25 1. William Legler

26 By letter of August, 26, 2025, William Legler, submitted his single-page objection to the  
27 apportionment of the settlement between court administration costs, attorneys' fees and costs,  
28



1 service awards and disbursements to the Class. ECF No. 1757. He stated that it is preferable to  
2 calculate attorneys' fees from the net amount of the settlement, after costs and service awards have  
3 been disbursed, rather than the gross amount of the settlement. Mr. Legler does not intend to  
4 appear at the November 6, 2025, hearing. We address Mr. Legler's objection in Section J below.

5 2. Hao Tse Wang

6 Hao Tze Wang, filed an objection to the Settlement on August 20, 2025. ECF No.1756.  
7 Mr. Wang claimed: 1) that he did not receive Notice of Pendency; 2) he did not have access to  
8 sealed materials on the Court docket; and 3) that the Notice of Pendency and of Settlement were  
9 discriminatory to members of Asian descent (based upon allegations of JND's alleged failure to  
10 deliver notice to Asian class members in another unrelated matter, *Burnett v. National Association*  
11 *of Realtors* (W.D. MO) (Case no. 19-cv-332) where Mr. Wang is a class member and objector).  
12 See ECF No. 1756.

13 By letter of September 9, 2025, class counsel Matthew Cantor provided confirmation of  
14 Mr. Wang's receipt of Notice of Pendency both by email (at the email address Mr. Wang had used  
15 to communicate with class counsel) and regular mail, and requested to discuss Mr. Wang's other  
16 concerns. Thereafter, Matthew Cantor and Jean Kim, had discussions with Mr. Wang about his  
17 objection. During these discussions, Mr. Wang agreed to withdraw his objection (and,  
18 accordingly, any right to appeal an approval order, which could delay payment to the Class for  
19 years) in return for the following: (1) because he had not filed a claim by the deadline of  
20 September 12, 2025, a payment of \$900, which was predicated on his claim that he paid  
21 approximately \$15,000 in premiums during the class period; and (2) provision of the publicly-filed  
22 opt out list.

23 Accordingly, Plaintiffs submitted the agreement with Mr. Wang and requested that the  
24 Court approve it. On September 24, 2025, the Court conducted a hearing regarding Mr. Wang's  
25 objection, and issued its approval of the withdrawal of his objection in accordance with FRCP  
26 23(e)(5)(B). ECF Nos. 1759 &1760.  
27  
28



**D. Supplemental Costs**

Subsequent to the filing of Class Counsel’s Motion for Preliminary Approval of Class Action Settlement Agreement, Plaintiffs and the Class incurred costs in data expert analysis in connection with assisting certain large Class Members, *e.g.*, CalPERS, with filing their claims and providing supporting documentation. Kim Decl. ¶ 16 & Ex. C. Accordingly, we submit supporting documentation herewith and revise the Fees/Costs Motion to request the reimbursement of costs totaling \$28,146,121. *Id.* ¶ 17 & Ex. D.

As discussed, *supra* at 7, JND has accrued expenses of over \$4 million as of this filing and estimates approximately over \$6 million more in claims administration costs.

**III. ARGUMENT**

**A. The Court Should Grant Final Approval of the Settlement**

At preliminary approval, the Court found that it was likely to approve the Settlement under Rule 23(e)(2) and certify the class for purposes of judgment on the proposal. ECF No. 1750. There is no reason to depart from the Court’s initial conclusion that the proposed Settlement is fair, adequate, and reasonable. Now, having distributed notice to the Class and having carried out the other requirements set out in the Court’s Preliminary Approval Order, each of Rule 23(e)’s five requirements are readily satisfied. Thus, final approval of the Settlement should be granted.

**B. The Notice Program Gave the Best Practicable Notice to Class Members and Satisfied Rule 23 and Due Process**

Notice of a class settlement must be “the best practicable, ‘reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.’” *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985) (quoting *Mullane v. Central Hanover Bank & Tr. Co.*, 339 U.S. 306, 314-15 (1950)); Fed. R. Civ. P. 23(c)(2)(B).

The comprehensive notice program effectuated by JND both for notice of pendency and settlement has ensured that the Court has jurisdiction over all Class Members because they have received the notice required to satisfy constitutional due process. *See Shutts*, 472 U.S. at 811-12. The settlement notice plan provides a thorough approach to notice by direct U.S. mail, with skip

1 tracing and other methods to find changed addresses, email where available, and digital and print  
 2 ads, all of which are designed so that notice will reach as many Class Members as practicable. *See*  
 3 *supra* at 4-7. The direct notice effort alone reached 94.6% of Class Members. Keough Decl. ¶  
 4 46. The supplemental digital effort, internet search campaign, and press release extended reach  
 5 significantly more. *Id.* As a result, distribution of the notice met that of other court approved  
 6 programs and exceeded the 70% or above reach standard set forth by the Federal Judicial Center.<sup>2</sup>

7 The direct mail notice and email notice of settlement sent to Class Members, among other  
 8 things, described the Class, the release, the amount and proposed distribution of the Settlement  
 9 Fund, and the right to file a claim. It also informed Class Members of their right to object and the  
 10 procedural steps required to do so. Keough Decl. ¶ 42. The notice further informed Class  
 11 Members of the time and place of the Fairness Hearing and that they would be bound by a  
 12 judgment even if they did not file a claim. Keough Decl. Exs. A-B. The notice additionally  
 13 informed Class Members about Class Counsel's intention to seek attorneys' fees and  
 14 reimbursement of litigation expenses. Keough Decl. Exs. A-B. Moreover, the notice informed  
 15 Class Members that additional information would be available on the Settlement Website, where  
 16 copies of the notice, Settlement Agreement, POD and Claim Form are available. *See Lamb v.*  
 17 *Bitech, Inc.*, 2013 WL 4013166, at \*4 (N.D. Cal. Aug. 5, 2013).

18 As of this filing 206,546 Class Members have filed claims representing premiums paid for  
 19 5,402,114 individuals or covered lives.<sup>3</sup> Keough Decl. ¶ 40; Kim Decl. Ex. B. A majority of  
 20 Class Members with large claims are employers who paid for some portion of premiums for their

21 <sup>2</sup> See Judge's Class Action Notice and Claims Processing Checklist and Plain Language Guide  
 22 available at <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>.

23 <sup>3</sup> Courts in this District routinely approve settlements with much lower claims rates. *See e.g., In*  
 24 *re Zoom Video Commc'ns, Inc. Priv. Litig.*, 2022 WL 1593389, at \*8 (N.D. Cal. Apr. 21, 2022)  
 25 (approving settlement with 1% claim-participation rate); *Abante Rooter & Plumbing, Inc. v.*  
 26 *Pivotal Payments Inc.*, 2018 WL 8949777, at \*4 (N.D. Cal. Oct. 15, 2018); *In re Online DVD-*  
 27 *Rental Antitrust Litig.*, 779 F.3d 934, 945 (9th Cir. 2015) (affirming approval of settlement where  
 28 less than 3.4% of class members filed claims); *Evans v. Linden Research, Inc.*, 2014 WL 1724891,  
 at \*4 (N.D. Cal. Apr. 29, 2014) (approving class action settlement with 4.3% claims rate); *Moore*  
*v. Verizon Commc'ns Inc.*, 2013 WL 4610764, at \*8 (N.D. Cal. Aug. 28, 2013) (granting final  
 approval of class action settlement with 3% claims rate).

employees and their families. As explained, each of the members covered by these insurance premiums is a “covered life.” Therefore, a large employer, like The Regents of the University of California, may have filed just one claim, but that claim accounts for overcharges on premiums for hundreds of thousands of covered lives. *See* Kim Decl. Ex. B.

For example, CalPERS, the largest employer in California has filed a claim that includes premiums paid for approximately 4.2 million covered lives. *Id.* There is no doubt that Class Members were provided with the best practicable notice “reasonably calculated, under [the] circumstances, to apprise [them] of the pendency of the action and afford them an opportunity to present their objections.” *Mullane*, 339 U.S. at 314. Rule 23(e)(1) is satisfied.

### **C. The Settlement is Fair, Reasonable, and Adequate**

Rule 23 provides a checklist of factors to consider when assessing whether a proposed settlement is fair, reasonable, and adequate. *See* Fed. R. Civ. P. 23(e)(2) advisory committee’s note (2018). Rule 23(e)(2) identifies several factors to be considered in that assessment; specifically, whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate, taking into account: “(i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2).

Attention to these factors “focus[es] the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal.” *See* Fed. R. Civ. P. 23 Advisory Committee’s note to 2018 amendment. The key “underlying question remains this: Is the settlement fair?” *In re Volkswagen “Clean Diesel” Mktg., Sales Pracs. & Prods. Liab. Litig.*, 895 F.3d 597, 611 (9th Cir. 2018).

**D. The Settlement Stems from Good-Faith, Informed, and Arm's Length Negotiations by Counsel**

Rule 23(e)(2)'s first two factors—whether the Class has been adequately represented, and whether the settlement was achieved through arm's length negotiations—are comfortably satisfied here. First, in determining at final approval whether the class has been adequately represented, the advisory committee emphasizes that the focus is on the “actual performance of counsel acting on behalf of the class.” See Fed. R. Civ. P. 23 advisory committee's note to 2018 amendment. The information considered includes “the conduct of the litigation and of the negotiations leading up to the proposed settlement,” the “nature and amount of discovery . . . [which] may indicate whether counsel negotiating on behalf of the class had an adequate information base,” and “the involvement of a neutral or court-affiliated mediator.” *Id.*

Settlement was reached only after almost 13 years of hard-fought litigation, including a four-week jury trial, multiple appeals, years of pretrial discovery, and extensive arm's-length negotiations—including in-person mediation sessions—between experienced and knowledgeable counsel. See ECF No. 1754 at pp. 2-11. And as the Court has recognized, “the case was extremely well litigated by both sides” and “I know how fiercely you litigated the merits of the case.” 5/22/25 Hr'g Tr. at 15:16-17 and 14:24-25.

Moreover, the parties' use of a mediator supports the conclusion that the settlement process was not collusive. See Fed. R. Civ. P. 23(e)(2)(B) advisory committee's note (2018) (“[T]he involvement of a neutral . . . in [the parties'] negotiations may bear on whether they were conducted in a manner that would protect and further the class interests.”); *Villegas v. J.P. Morgan Chase & Co.*, 2012 WL 5878390, at \*6 (N.D. Cal. Nov. 21, 2012) (noting that private mediation “tends to support the conclusion that the settlement process was not collusive”); see also *In re Zynga Inc. Sec. Litig.*, 2015 WL 6471171, at \*9 (N.D. Cal. Oct. 27, 2015) (use of mediator and fact that some discovery had been completed “support the conclusion that the Plaintiff was appropriately informed in negotiating a settlement”) (citation omitted).

No Class Member has objected that the Settlement was procedurally unfair.

**E. The Settlement Provides the Class with Substantial Relief in Light of the Risks of Retrial and Appeal**

The Settlement also satisfies the third factor: whether “the relief provided for the class is adequate” in light of several subfactors set forth above. See Fed. R. Civ. P. 23(e)(2)(C). The Settlement Agreement provides the Class Members with meaningful relief recovering more than 55% of single damages. This is a significantly higher percentage than other settlements the courts in this District have readily approved. *See, e.g., Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 963 (9th Cir. 2009) (approximately 30% of the estimated damages before trebling was fair, adequate, and reasonable); *Roe v. SFBSC Mgmt., LLC*, 2022 WL 17330847, at \*12 (N.D. Cal. Nov. 29, 2022) (“twelve percent of the best-case scenario is within the range courts approve.”); *Reynolds v. Direct Flow Medical, Inc.*, 2019 WL 4168959, at \*3 (N.D. Cal. Sept. 3, 2019) (granting final approval for a settlement representing 13% of plaintiffs’ estimated damages). *Edwards v. Nat’l Milk Producers Fed’n*, 2017 WL 3616638, at \*3 (N.D. Cal. June 26, 2017) (finding a settlement representing approximately 30% of the estimated single damages fair and reasonable). *In re Lithium Ion Batteries Antitrust Litig.*, 2017 WL 1086331, at 4\* (N.D. Cal. Mar. 20, 2017) (approving “settlement [that] represents 11.2% of the single damages attributable to Sony sales”); *In re Cathode Ray Tube (CRT) Antitrust Litig.*, 2017 WL 565003, at \*4, \*6 (N.D. Cal. Feb. 13, 2017) (granting preliminary approval of settlement representing 24% of single damages).

The Settlement also is in line with the monetary settlement achieved in the related state court proceedings, *UFCW & Employers Benefit Trust v. Sutter Health*, CGC-14-538451 (Cal. Super. Ct. S.F. filed April 7, 2014) and *California ex rel. Xavier Becerra v. Sutter Health*, CGC-18-565398 (Cal. Super. Ct. S.F. filed March 29, 2018), where the direct purchaser class obtained approximately 57% of single damages. But, unlike the state actions, the Settlement here was achieved after a full jury trial and ensuing appellate practice. This case was revived only after a third trip to the Ninth Circuit to reverse a jury verdict, no small feat by any measure. And again, the Court has recognized the substantial relief achieved for the Class: “it was a tough, tough case” and “the quality of relief to the class was extremely strong.” 5/22/25 Hr’g Tr. 14:25-15:3.

“In most situations, unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results.” *Bravo v. Gale Triangle, Inc.*, 2017 WL 708766, at \*9 (C.D. Cal. Feb. 16, 2017) (internal quotation omitted). “The court shall consider the vagaries of litigation and compare the significance of immediate recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation” *Dexter’s LLC v. Gruma Corp.*, 2023 WL 8790268, at \*4 (S.D. Cal. Dec. 19, 2023) (quoting *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004)).

Any successful trial recovery would likely be followed by an appeal and considerable delay. Through the Settlement, however, Class Members secure substantial financial relief and avoid the risks inherent in continued litigation. No Class Member has objected to the amount of the Settlement.

#### **F. The Method of Distribution Is Fair, Reasonable and Adequate**

“Approval of a plan for the allocation of a class settlement fund is governed by the same legal standards that are applicable to approval of the settlement: the distribution plan must be ‘fair, reasonable and adequate.’” *In re Citric Acid Antitrust Litig.*, 145 F. Supp. 2d 1152, 1154 (N.D. Cal. 2001) (citations omitted). The proceeds from the Settlement will be distributed on a pro rata basis, which supports a finding that the settlement is fair and reasonable. After the Court orders distribution of the settlement fund, the Settlement Administrator will promptly distribute cash payments via check to Class Members. Such a method of distribution is common and well-established. *See In re: Cathode Ray Tube (CRT) Antitrust Litig.*, 2017 WL 2481782, at \*5 (N.D. Cal. June 8, 2017) (approving settlement distribution plan that “‘fairly treats class members by awarding a pro rata share’ to the class members based on the extent of their injuries.” (quoting *In re Heritage Bond Litig.*, 2005 WL 1594403, at \*11 (C.D. Cal. June 10, 2005))).

Notably, the Plan of Distribution closely hews to the Plan of Distribution approved in a recent antitrust class action concerning insurance premiums, *In re Blue Cross Blue Shield Association Antitrust Litigation*, including those that were split between employers and

employees. *See In Re: Blue Cross Blue Shield Antitrust Litig.*, 2022 WL 4587618 (N.D. Ala. Aug. 9, 2022), affirmed by, *In re: Blue Cross Blue Shield Antitrust Litig.*, MDL 2406, 85 F.4th 1070 (11th Cir. 2023). JND was also the Administrator of the settlement in that case: it thus has substantial experience with distributions based on insurance premiums paid.

No Class Member has objected to the Plan of Distribution.

#### **G. The Settlement Treats All Class Members Equitably**

The final Rule 23(e)(2) factor turns on whether the proposed settlement “treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). “Matters of concern could include whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief.” Fed. R. Civ. P. 23(e)(2)(D) advisory committee’s note (2018). Here, there are no differences between the scope of relief between any Class Members—no set of Class Members are singled out for either preferential or disadvantageous treatment. *See Wilburg v. iVueit, LLC*, 2025 WL 2459091, at \*6 (N.D. Cal. Aug. 26, 2025). Rather, the Settlement treats all Class Members equitably, distributing settlement proceeds on a pro rata basis. In sum, all factors identified by Rule 23(e)(2) and the Ninth Circuit strongly support a finding that the Settlement is fair, reasonable, and adequate.

#### **H. The Reaction of the Class Members**

“‘[T]he absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members.’” *Cabrera v. Google LLC*, 2025 WL 2494429, at \*7 (N.D. Cal. Aug. 29, 2025). There are more than three million Class Members; only two objected to the Settlement and ***only one individual Class Member has maintained an objection.*** *See supra* at 7-8. This overwhelmingly positive response supports approval. *See Hefler v. Wells Fargo & Co.*, 2018 WL 6619983, at \*9 (N.D. Cal. Dec. 18, 2018) (10 objections out of approximately 1.8 million class members) *Rodriguez*, 563 F.3d at 967 (54 objections out of roughly 376,000 putative class members); *Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566, 577 (9th Cir. 2004) (45 objections



from approximately 90,000 class members); *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1043 (N.D. Cal. 2008) (3 objections out of approximately 57,000 class members).

### **I. The Court Should Grant Certification of the Class**

For settlement purposes, Plaintiffs respectfully request that the Court certify the Class defined in the Settlement Agreement. As the Court held in its Class Certification and Preliminary Approval Orders, the Class satisfies the applicable requirements of Rule 23(a) and of Rule 23(b)(3). ECF Nos. 823 & 1750. There has been no change in circumstances since the Preliminary Approval Order that would detract from class-wide treatment of the claims at issue in this Settlement.

### **J. Proposed Award of Attorneys' Fees and Costs Including Timing of Payment**

Class Counsel seek attorneys' fees of 33% of the gross Settlement Fund and reimbursement of costs. *See* the Fees/Costs Motion, ECF No. 1754. The proposed fee and cost award are fair and reasonable. *See In re Capacitors Antitrust Litig.*, 2023 WL 2396782, at \*1 (N.D. Cal. Mar. 6, 2023) (\$66,000,000 attorneys' fees award amounted to 40% of the Settlement Fund created by that round of settlements, and a cumulative 31% of the total settlements); *Koeppen v. Carvana, LLC*, 2024 WL 3925703, at \*12 (N.D. Cal. Aug. 22, 2024) (awarding attorneys' fees of 35% of recovery); *SFBSC*, 2022 WL 17330847, at \*19-20 (awarding attorneys' fees of 33% of recovery); *Nucci v. Rite Aid Corp.*, 2022 WL 1693711, at \*8 (N.D. Cal. May 26, 2022) (awarding 33% of gross settlement amount); *Meijer, Inc. v. Abbott Lab's*, 2011 WL 13392313, at \*2 (N.D. Cal. Aug. 11, 2011) (awarding 33 1/3% of \$52,000,000 recovery).

The sole objection maintained by Mr. Legler to the proposed method of calculating the attorney's fee award should be overruled. While Mr. Legler's observation that the award should be "fair" is correct, his objection ignores that Class Counsel have sought fees based on *historical*, rather than current, rates in this almost 13-year litigation. Had Class Counsel sought fees based on current rates, which they were entitled to do under Ninth Circuit precedent,<sup>4</sup> their fees would have

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<sup>4</sup> Courts in the Ninth Circuit have awarded attorneys' fees on the basis of current rates or applied interest to historical rates to account for the delay in payment. *See Overbo v. Loews California*



1 been \$22 million higher – \$97.4 million. *See* Fees/Costs Motion, ECF No. 1754, at 14, 22. It  
 2 further ignores that the requested 33% of the gross settlement presents a negative multiplier for  
 3 Class Counsel’s requested fees, at 0.93. *Id.* at 2, 21. Based on current rates, the multiplier would  
 4 be further in the red at 0.77. *Id.* at 21. Class Counsel’s request does not come close to accounting  
 5 for the risks they bore and the over \$28 million in litigation costs they actually paid and carried for  
 6 so many years. And it ignores the stellar results that Class Counsel achieved for the Class in this  
 7 very difficult and novel case.

8 The Ninth Circuit repeatedly has affirmed the denial of objections, like the sole objection  
 9 here, claiming that class action fee awards should be calculated from the net rather than gross  
 10 settlement amount. *In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 953 (9th Cir. 2015)  
 11 (“The district court did not err in calculating the attorneys’ fees award by calculating it as a  
 12 percentage of the total settlement fund, including notice and administrative costs, and litigation  
 13 expenses.”); *Powers v. Eichen*, 229 F.3d 1249, 1258 (9th Cir. 2000) (rejecting objector’s argument  
 14 that a fee award should be based on “net recovery,” which does not include “expert fees, litigation  
 15 costs, and other expenses”).

16 Percentage fees should be based on the gross recovery because “the litigation expenses  
 17 were necessary to litigate this case and ‘make the entire action possible.’” *In re Anthem, Inc. Data*  
 18 *Breach Litig.*, 2018 WL 3960068, at \*8–9 (N.D. Cal. Aug. 17, 2018); *see also Grace v. Apple,*  
 19 *Inc.*, 2021 WL 1222193, at \*6 (N.D. Cal. Mar. 31, 2021); *Hermosillo v. Davey Tree Surgery Co.*,  
 20 2021 WL 2826697, at \*5 (N.D. Cal. July 7, 2021). (“The Court follows its practice of calculating  
 21 percentages based on the gross settlement fund, not the settlement fund net of fees.”).

22  
 23  
 24 *Theatres, Inc.*, 2010 WL 11719051, at \*5 (N.D. Cal. Aug. 17, 2010 (“Plaintiffs’ counsel has been  
 25 litigating this case on Plaintiffs’ behalf for nearly three years. Using counsel’s current rates to  
 26 calculate the fee award is an appropriate mechanism to compensate counsel for the delay in  
 27 receiving payment for their services.”); *United States v. J-M Mfg. Co., Inc.*, 2025 WL 1148344, at  
 28 \*10 (C.D. Cal. Mar. 13, 2025) (“With this case nearing its second decade, there can be no honest  
 assertion that historical rates without any adjustment to present value represents full compensation  
 today for the work [] Counsel has successfully performed.”).

This Court also follows the common practice of calculating fee awards by applying percentages to the gross settlement fund. *See, e.g., Zoom Video Commc'ns, Inc. Priv. Litig.*, 2022 WL 1593389, at \*10; *Harrison v. Bank of Am. Corp.*, 2021 WL 5507175, at \*9 (N.D. Cal. Nov. 24, 2021); *Villalpando v. Exel Direct Inc.*, 2016 WL 7740854, at \*2 (N.D. Cal. Dec. 12, 2016) (awarding one-third of the settlement fund based on “the contingent risk, [c]ounsel's documented lodestar, the complex and protracted nature of the case, and strong result for the class”); *Barnes v. The Equinox Grp., Inc.*, 2013 WL 3988804, at \*4 (N.D. Cal. Aug. 2, 2013); *Burden v. SelectQuote Ins. Servs.*, 2013 WL 3988771, at \*5 (N.D. Cal. Aug. 2, 2013) (awarding one third of gross recovery); *Valentine v. NebuAd Inc.*, 2011 WL 13244509, at \*3 (N.D. Cal. Nov. 21, 2011).<sup>5</sup>

Basing attorneys’ fees on the gross settlement amount is particularly appropriate in antitrust cases where class counsel must advance and risk substantial sums for economic experts and other expenses. *See, e.g., In re Lithium Ion Batteries Antitrust Litig.*, 2019 WL 3856413, at \*8 (N.D. Cal. Aug. 16, 2019), vacated in part on other grounds, No. 19-16855, 2020 WL 1481643 (9th Cir. Jan. 30, 2020) (bulk of expense was for economic experts and consultants); *In re Cathode Ray Tube (CRT) Antitrust Litig.*, 2016 WL 4126533, at \*10 (N.D. Cal. Aug. 3, 2016) (rejecting objection to fees “calculated as a percentage of the entire settlement before the deduction of costs”); *In re TFT-LCD (Flat Panel) Antitrust Litig.*, 2013 WL 1365900, at \*3, \*7 (N.D. Cal. Apr. 3, 2013) (awarding attorney's fees based on gross \$571 million settlement fund).

“[T]he choice of whether to base an attorneys’ fee award on either net or gross recovery should not make a difference so long as the end result is reasonable” *Powers*, 229 F.3d at 1258. It is particularly reasonable to base fees on gross recovery where, as here, there is a negative lodestar multiplier. *See e.g., Batteries*, 2019 WL 3856413, at \*8 (award of 30% of gross settlement was “particularly appropriate where the lodestar cross-check results in a negative multiplier.”); *Ramirez v. Trans Union, LLC*, 2022 WL 17722395, at \*7 (N.D. Cal. Dec. 15, 2022) (awarding

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<sup>5</sup> This Court has based percentage fees on the gross settlement amount even where the award represents a positive lodestar multiplier. *See Harrison*, 2021 WL 5507175, at \*9; *Thieriot v. Celtic Ins. Co.*, 2011 WL 1522385, at \*7 (N.D. Cal. Apr. 21, 2011) (33% award of gross settlement fund represented a multiplier of 1.94).

fees of 44% of gross settlement amount where “the fees requested are two-thirds of Class Counsel's lodestar”); *Foster v. Adams & Assocs., Inc.*, 2022 WL 425559, at \*11 (N.D. Cal. Feb. 11, 2022) (awarding one third of gross settlement amount where award resulted in negative multiplier); *Norris v. Mazzola*, 2017 WL 6493091, at \*13 (N.D. Cal. Dec. 19, 2017) (awarding 44% of the gross settlement fund where award resulted in negative multiplier).

In consideration of the reasonableness of the fee request and that, but for their efforts, there would be no recovery by the Class, Class Counsel should be granted their fee request in full.

#### IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court enter the accompanying proposed order entering final judgment, denying the sole objection, and granting: 1) final approval of the Settlement Agreement 2) an award of fees, costs (including the supplemental costs noted herein) and service awards as requested in the Fees/Costs motion and 3) JND permission to recover from the Settlement Fund their ongoing costs and fees for notice and claims administration.

Dated: September 26, 2025

Respectfully submitted,

/s/ Jean Kim

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

DJENEBA SIDIBE, JERRY JANKOWSKI, SUSAN  
HANSEN, DAVID HERMAN, OPTIMUM  
GRAPHICS, INC., and JOHNSON POOL & SPA, on  
Behalf of Themselves and All Others Similarly  
Situating,

Plaintiffs,

vs.

SUTTER HEALTH,

Defendant.

Case No. 3:12-cv-4854-LB

**DECLARATION OF JEAN KIM IN  
SUPPORT OF PLAINTIFFS'  
MOTION FOR FINAL APPROVAL  
OF CLASS SETTLEMENT**

1  
2 I, Jean Kim, hereby declare as follows:

3 1. I am a partner at Constantine Cannon LLP, Lead Counsel for Plaintiffs and the Class  
4 in the above-captioned matter.

5 2. I am a member in good standing of the Bar of the State of New York and admitted to  
6 practice *pro hac vice* before this Court.

7 3. I have personal knowledge of the facts set forth in this Declaration and am fully  
8 familiar with the proceedings in this case.

9 4. I submit this Declaration in support of Plaintiffs' Motion for Final Approval of Class  
10 Settlement, the supporting papers for which are submitted herewith.

11 **I. The Proposed Settlement**

12 5. On the evening before opening statements were to be given in the re-trial, the parties  
13 filed a Notice of Settlement with the Court on March 2, 2025. ECF No. 1737.

14 6. The parties thereafter drafted and negotiated a settlement agreement. These were  
15 arms-length negotiations with multiple rounds of comments regarding the terms of settlement.

16 7. Class Counsel with substantial experience with antitrust and complex litigation  
17 negotiated the agreement. Sutter was represented by experienced and able antitrust counsel,  
18 Jeffrey A. LeVee and David C. Kiernan, of Jones Day.

19 8. Attached as Exhibit A is a true and correct copy of the proposed Settlement  
20 Agreement, dated April 24, 2025, (the "Settlement Agreement") that the parties have executed to  
21 resolve the Class's claims.

22 **II. Settlement Notice and Claims Administration**

23 9. Since the Court's preliminary approval of the proposed class settlement, Plaintiffs  
24 retained JND Legal Administration ("JND") to administer Settlement Notice and the proposed  
25 Plan of Distribution. JND is a nationally recognized notice and claims administrator and  
26 successfully effectuated the Notice of Pendency to more than three million Class Members.  
27 Plaintiffs retained JND to effectuate notice of pendency in November 2020 after assessing  
28 proposals from several claims and notice administrators. Given JND's successful notice of

1 pendency campaign, plaintiffs continued to retain JND for settlement notice and claims  
2 administration.

3 10. JND has implemented the Settlement Notice Plan, which is similar to the notice plan  
4 that the Court approved in connection with the Notice of Pendency on November 5, 2020.

5 11. In response, over two hundred thousand claims, representing approximately 5.4  
6 million covered lives have been filed. Attached as Exhibit B is a true and correct copy of a list of  
7 some of the largest claims that have been filed and the number of covered lives for which  
8 premiums had been paid.

### 9 **III. Objections**

10 12. By letter of August, 26, 2025, William Legler, submitted his objection to the  
11 apportionment of the settlement between court administration costs, attorneys' fees and costs,  
12 service awards and disbursements to the Class. ECF No. 1757.

13 13. Hao Tze Wang, filed an objection to the Settlement on August 20, 2025. ECF  
14 No.1756. Mr. Wang claimed: 1) that he did not receive Notice of Pendency; 2) he did not have  
15 access to sealed materials on the Court docket; and 3) that the Notice of Pendency and of  
16 Settlement were discriminatory to members of Asian descent (based upon allegations of JND's  
17 alleged failure to deliver notice to Asian class members in another unrelated matter, *Burnett v.*  
18 *National Association of Realtors* (W.D. MO) (Case no. 19-cv-332) where Mr. Wang is a class  
19 member and objector). *See* ECF No. 1756.

20 14. By letter of September 9, 2025, class counsel Matthew Cantor provided confirmation  
21 of Mr. Wang's receipt of Pendency of Notice both by email (at the email address Mr. Wang had  
22 used to communicate with class counsel) and regular mail, and requested to discuss Mr. Wang's  
23 other concerns. Thereafter, Matthew Cantor and I, had discussions with Mr. Wang about his  
24 objection. During these discussions, Mr. Wang agreed to withdraw his objection (and,  
25 accordingly, any right to appeal an approval order, which could delay payment to the Class for  
26 years) in return for the following: (1) because he had not filed a claim by the deadline of  
27 September 12, 2025, a payment of \$900, which was predicated on his claim that he paid  
28 approximately \$15,000 in premiums during the class period; and (2) provision of the publicly-filed  
list of persons who opted out.

15. Accordingly, on September 24, 2025, the Court conducted a hearing regarding Mr. Wang's objection and agreement to withdraw it. ECF No. 1759. On September 24, 2025, the Court issued its approval of the withdrawal of Mr. Wang's objection. ECF No. 1760.

#### IV. Supplemental Costs

16. Since the filing of Class Counsel’s Motion for Preliminary Approval of Class Action Settlement Agreement (ECF No. 1754), Plaintiffs and the Class have incurred additional costs in data expert analysis in connection with assisting certain large Class Members, *e.g.*, CalPERS, with filing their claims and providing supporting documentation. A true and correct copy of the additional invoices relating to work in support of claims administration are attached as Exhibit C.

*Id.*

17. Accordingly, we revise the Fees/Costs Motion to request the reimbursement of costs totaling \$28,146,121. Attached as Exhibit D are revised exhibits reflecting costs for reimbursement.

Respectfully submitted,

CONSTANTINE CANNON LLP

Dated: September 26, 2025

/s/ Jean Kim  
Jean Kim

### *Lead Class Counsel*



# EXHIBIT A

## **SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (the “Settlement Agreement,” “Settlement,” or “Agreement”) is made and entered into on April 24, 2025, by and between: (a) Plaintiffs Djeneba Sidibe, Jerry Jankowski, Susan Hansen, David Herman, Optimum Graphics, Inc., and Johnson Pool & Spa (together “Plaintiffs”), on behalf of themselves and the Class: and (b) Defendant Sutter Health, including all of its predecessors, successors, affiliates and subsidiaries (“Defendant” or “Sutter”).

WHEREAS, Defendant is a not-for-profit healthcare system that provides healthcare services to communities throughout Northern California;

WHEREAS, Plaintiffs Djeneba Sidibe, Jerry Jankowski, Susan Hansen, David Herman, Optimum Graphics, Inc., and Johnson Pool & Spa filed an action on behalf of themselves and all others similarly situated against Defendant captioned *Sidibe, et al. v. Sutter Health*, 3:12-cv-04854, pending in the United States District Court, Northern District of California, San Francisco Division (the “Action”). The Action was originally filed on September 17, 2012;

WHEREAS, the Fourth Amended Complaint, filed September 29, 2017, is the operative complaint in the Action;

WHEREAS, on August 31, 2019, the Court certified a class to pursue injunctive relief under Federal Rule of Civil Procedure 23(b)(2) and, on July 30, 2020, the Court certified the class to pursue damages claims under Federal Rule of Civil Procedure 23(b)(3);

WHEREAS, the Court defined the Class to include “All entities in California Rating area 1, 2, 3, 4, 5, 6, 8, 9 or 10 (the “Nine Rating Areas” or “Nine RAs”), and all individuals that either live or work in one of the Nine RAs, that paid premiums for a fully-insured health insurance policy from Blue Shield, Anthem Blue Cross, Aetna, Health Net or UnitedHealthcare from January 1, 2011 to the present. This class definition includes class members that paid premiums

for individual health insurance policies that they purchased from these health plans and class members that paid premiums, in whole or in part, for health insurance policies provided to them as a benefit from an employer or other group purchaser located in one of the Nine RAs”;

WHEREAS, on March 9, 2021, the Court clarified that the Class includes any person that paid any portion of a premium for a fully-insured health insurance policy from any of the five class health plans at any time from January 1, 2011 to the present if, during the period the person paid those premiums, the person lived or worked (or, if an employer, had an office located) in one of the following California counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo or Yuba;

WHEREAS, on November 5, 2020, the Court approved an opt-out notice that informed Class Members that if they did not opt out, “they will be bound by the outcome of the lawsuit” and “will not be able to file a lawsuit asserting claims against Sutter related to the allegations or claims in this case” and “will not be able to remove yourself from [the Action]”;

WHEREAS, the opt-out notice was sent to Class Members with an opt-out deadline of March 8, 2021;

WHEREAS, on March 11, 2022, a jury returned a verdict in favor of Defendant following a trial on Plaintiffs’ claims under California’s Cartwright Act for alleged tying and unreasonable course of conduct, and the Court thereafter entered a Final Judgment in favor of Sutter on all of Plaintiffs’ claims;

WHEREAS, on June 4, 2024, the United States Court of Appeals for the Ninth Circuit reversed the judgment and certain trial court orders regarding evidentiary exclusion and jury

instructions, and remanded for a new trial; the Ninth Circuit also affirmed certain trial court orders;

WHEREAS, Plaintiffs have asserted and continue to assert that they have meritorious claims against Defendant;

WHEREAS, Defendant has denied and continues to deny that it engaged in any wrongdoing of any kind, or violated or breached any law, regulation or duty owed to Plaintiffs (and to each of them), and further denies that it has any liability as a result of any and all allegations in the Action;

WHEREAS, Plaintiffs have vigorously prosecuted the Action and Defendant has vigorously defended against the Action;

WHEREAS, a jury trial was scheduled to commence on March 3, 2025;

WHEREAS, Sutter previously settled litigation brought by the California Attorney General and a separate class action filed on behalf of purchasers of “self-funded” health insurance in *California ex rel. Xavier Becerra v. Sutter Health*, CGC-18-565398 (Cal. Super. Ct. S.F. filed March 29, 2018), and *UFCW & Employers Benefit Trust v. Sutter Health*, CGC-14-538451 (Cal. Super. Ct. S.F. filed April 7, 2014), and as part of that settlement Sutter agreed to injunctive relief similar to the relief Plaintiffs sought in this Action;

WHEREAS, Plaintiffs and Defendant have been engaged in extensive arm’s-length negotiations in an effort to resolve all claims that have been or could have been asserted in the Action, including through mediation with Gregory P. Lindstrom of Phillips ADR, as well as through numerous in-person, telephone, and email conferences and communications where the terms of this Settlement were extensively debated and negotiated;

WHEREAS, the Settling Parties have reached an agreement providing for the settlement and dismissal with prejudice of the claims asserted in the Action on the terms and subject to the

conditions set forth below, and are entering into the Settlement to eliminate the burden, distraction, expense, and uncertainty of further litigation; and

WHEREAS, based on their analysis of the merits of the claims and the benefits provided to the Class by the Settlement Agreement, including an evaluation of a number of factors including the substantial risks of continued litigation and the possibility that the litigation, if not settled now, might result in no recovery whatsoever for the Class or in a recovery that is less favorable to the Class, Class Counsel believe that it is in the best interests of the Class to resolve finally and completely their claims against the Defendant and that the terms of the Settlement Agreement are in the best interests of the Class and are fair, reasonable, and adequate;

NOW, THEREFORE, in consideration of the promises, agreements, covenants, representations, and warranties set forth herein, and other good and valuable consideration provided for herein, Plaintiffs and Defendant agree to a full, final, and complete settlement of the Action on the following terms and conditions:

**I. GENERAL TERMS OF THE SETTLEMENT AGREEMENT**

**A. Definitions**

In addition to terms identified and defined elsewhere in this Settlement Agreement, and as used herein, the terms below shall have the following meanings:

1. “Action” means the lawsuit captioned *Sidibe, et al. v. Sutter Health*, pending in the United States District Court, Northern District of California, San Francisco Division, case number 3:12-cv-04854-LB.

2. “Attorneys’ Fees and Expenses” means the amounts approved by the Court for payment to Class Counsel and Additional Counsel, including attorneys’ fees, costs, expert and consultant fees and expenses, and litigation expenses, as described in Section VII herein.

3. “Class” or “Class Member(s)” means “All entities in California Rating area 1, 2, 3, 4, 5, 6, 8, 9 or 10 (the “Nine Rating Areas” or “Nine RAs”), and all individuals that either live or work in one of the Nine RAs, that paid premiums for a fully-insured health insurance policy from Blue Shield, Anthem Blue Cross, Aetna, Health Net or UnitedHealthcare from January 1, 2011 to March 8, 2021. This class definition includes Class Members that paid premiums for individual health insurance policies that they purchased from these health plans and Class Members that paid premiums, in whole or in part, for health insurance policies provided to them as a benefit from an employer or other group purchaser located in one of the Nine RAs.” The “Class” includes any person that paid any portion of a premium for a fully-insured health insurance policy from any of the five class health plans at any time from January 1, 2011 to March 8, 2021 if, during the period the person paid those premiums, the person lived or worked (or, if an employer, had an office located) in one of the following California counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo or Yuba. Members of the Federal Rule of Civil Procedure 23(b)(3) Class are all such persons who did not opt-out of the Class on or before the Court-ordered opt-out deadline of March 8, 2021. Excluded from the terms “Class” or “Class Members” are all entities or individuals that opted out of the Class on or before the Court-ordered opt-out deadline of March 8, 2021. Those that opted out are no longer Class Members and they are not entitled to any relief under this Settlement, including any monetary relief, or to object to this Settlement. A list of those who opted out is attached hereto as **Exhibit A**.

4. “Claims Administrator” means the entity which has been designated to provide Notice to the Class and to administer the Settlement Fund pursuant to Section II.A. below and by order of the Court.

5. “Class Counsel” means the law firms of Constantine Cannon LLP; The Mehdi Firm, PC; Shinder Cantor Lerner LLP; Farmer Brownstein Jaeger Goldstein Klein & Siegel LLP; and Steyer Lowenthal Boodrookas Alvarez & Smith LLP. Additional counsel also assisted in the efforts of Class Counsel. “Additional Counsel” means Scott & Scott; Schneider Wallace Cottrell Konecky LLP; Pearson Warshaw LLP, The Manning Law Firm, and Keller Grover.

6. “Court” means the United States District Court for the Northern District of California.

7. “Defendant” means Sutter Health including all of its predecessors, successors, affiliates, and subsidiaries.

8. “Defendant’s Counsel” means the law firms of Jones Day and Bartko Pavia LLP.

9. “Effective Date” is the effective date of the Settlement Agreement, as defined in Section II.F herein.

10. “Escrow Agent” means The Huntington National Bank, which, assuming it agrees to do so, shall enter into an Escrow Agreement agreed to by the Settling Parties to carry out the tasks more fully detailed in that Escrow Agreement, including to receive, hold, and disburse the Settlement Fund, subject to the direction of Class Counsel as authorized and approved by the Court. The Settling Parties may replace The Huntington National Bank with another mutually-agreeable financial institution.

11. “Final Approval” means the order of the Court granting final approval of the Settlement Agreement pursuant to Federal Rule of Civil Procedure 23(e).

12. “Final Approval Hearing” or “Fairness Hearing” means the hearing at which the Court will consider Plaintiffs’ motion for judgment and final approval of the Settlement.

13. “Final Judgment and Order” means the Proposed Final Judgment and Order attached as **Exhibit B**, which shall be submitted to and entered by the Court as described herein.

14. “Health Plans” or “class health plans” means Aetna, Anthem Blue Cross, Blue Shield, Health Net, and United Healthcare.

15. “Notice” means the Notice of Proposed Settlement, which is to be disseminated pursuant to the Court-approved Plan of Notice;

16. “Notice Completion Date” is the date that notice is completed by JND.

17. “Plaintiffs” means the Court-approved class representatives: Djeneba Sidibe, Jerry Jankowski, Susan Hansen, David Herman, Optimum Graphics, Inc., and Johnson Pool & Spa.

18. “Plan of Distribution” means the formula and process by which the Settlement Fund will be allocated and distributed to Class Members.

19. “Plan of Notice” means the plan for disseminating the Notice to Class Members.

20. “Preliminary Approval” means the Court’s Order preliminarily approving the Settlement, the Plan of Notice, the form of the Notice, the Plan of Distribution, and other related matters.

21. “Released Claims” means those claims specified in Section VI *infra*.

22. “Released Parties” means Defendant Sutter Health, including all of its predecessors, successors, affiliates, and subsidiaries, and those entities specified in Section VI *infra*.

23. “Settlement,” “Agreement,” and “Settlement Agreement” each mean the settlement terms agreed to by the Plaintiffs and Defendant as reflected in this Settlement Agreement and attachments hereto, including the Proposed Final Judgment and Order attached as **Exhibit B**.



24. “Settlement Fund” means the \$228,500,000 that the Defendant shall pay as described in Section III.A, to be held, administered, and disbursed pursuant to this Settlement Agreement and applicable orders of the Court.

25. “Settling Parties” means Plaintiffs, on behalf of themselves and the Class, and Defendant.

## **II. COURT APPROVAL OF SETTLEMENT AND CLASS NOTICE**

### **A. Retention of Claims Administrator**

1. Class Counsel shall retain a Claims Administrator which shall be responsible, under the supervision of Class Counsel, for the Notice administration process, administering the Settlement Fund, allocation and distribution of payments to Class Members as approved by the Court, withholding and paying applicable taxes, and performing other duties as provided herein. Class Counsel shall obtain approval by the Court of the choice of the Claims Administrator. Class Counsel shall be responsible for determining payments to Class Members from the Settlement Fund based on the Plan of Distribution approved by the Court. The Claims Administrator shall sign and be bound by the Protective Order governing the Action and be required to agree in writing in a form approved by Plaintiffs and Defendant, such approval not to be unreasonably withheld, to treat information it receives or generates as part of the Notice administration process as confidential. The Claims Administrator shall agree to use confidential information solely for the purposes of Notice administration, administering the Settlement Fund, and completing the functions associated therewith or required by this Agreement and applicable Court orders, and shall keep the information confidential. The fees and expenses of the Claims Administrator shall be paid exclusively out of the Settlement Fund. In no event shall the Defendant be separately responsible for fees or expenses of the Claims Administrator.

**B. Preliminary Approval and Notice of Settlement**

1. Class Counsel shall file with the Court a motion for Preliminary Approval of the Settlement and Exhibits to the Settlement Agreement, which will include a Proposed Preliminary Approval Order, a Proposed Notice of Settlement, and a Plan of Distribution.

2. Class Counsel shall provide Notice to Class Members of the Settlement Agreement pursuant to the Court-approved Plan of Notice. Recognizing that the Court may make changes to the Parties' agreed-upon Notice, Defendant shall be provided with the form of Notice approved by the Court no later than five (5) court days before the Notice is first mailed to Class Members. Any costs for such Notice shall be borne by Class Counsel, not Defendant. Class Counsel shall be entitled to reimbursement from the Settlement Fund for the costs of such Notice.

3. Class Counsel shall provide the Defendant with the draft motion for Preliminary Approval and supporting documents at least ten (10) calendar days before it is due to be filed. Defendant shall have the right to propose changes, and Class Counsel shall consider such changes, in good faith, and not unreasonably reject such changes. Defendant will then provide timely notice of such submission pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(b).

4. In the event that the Court grants Preliminary Approval of the Settlement, Class Counsel shall direct the Claims Administrator to provide the Class with Notice as ordered by the Court.

5. If the Court denies the motion for Preliminary Approval without leave to re-file, and either no appeal is taken or an appeal is taken and the denial is affirmed, the Action will proceed as if no settlement had been attempted, and the Settling Parties shall be returned to their respective procedural postures, *i.e.*, the *status quo* as of March 2, 2025, so that the Settling Parties may take such litigation steps that the Settling Parties otherwise would have been able to take absent the pendency of this Settlement Agreement. In such event, the Settling Parties will negotiate and

submit for Court approval a revised case schedule for any trial-related events previously scheduled for dates following March 2, 2025.

**C. Objections**

1. Unless the Court provides otherwise, objections to the Settlement, if any, must be submitted in writing, and must include a detailed description of the basis of the objection. Objections must be filed with the Court, with copies served on Class Counsel and Defendant's Counsel, postmarked on or before a date certain to be specified in the Notice, which will be forty-five (45) days after the Notice Completion Date. No one may appear at the Final Approval Hearing for the purpose of objecting to the Settlement without first having filed and served objection(s) in writing postmarked on or before forty-five (45) days after the Notice Completion Date. Only Class Members who did not opt out of the Settlement may object to the terms of the Settlement.

**D. Class Member Opt-Out**

1. The Court certified the Class and provided Class Members with an opportunity to opt out of the Action before deciding summary judgment to avoid one-way intervention. In addition, the Court-approved opt-out notice stated that any Class Members who did not opt out of the Class would be bound by the outcome of the lawsuit, would receive the benefits of any settlement, and would not be able to remove themselves from the Class in the future. The opt out deadline was March 8, 2021. The Settling Parties agree that Class Members will not be provided with an opportunity to opt out of the Settlement. The Settling Parties shall oppose any efforts by a Class Member to opt out or any effort by an objector or other person/entity to challenge the Settlement on the grounds that it does not provide an opportunity to opt out of the Settlement. Each party reserves the right to terminate the Settlement should the Court not follow its prior Orders and instead provide for an additional opportunity to opt out of the Class or the Settlement.

2. On or before March 8, 2021, certain individuals and entities opted out of the Class; a list of those opt outs is attached as **Exhibit A** hereto.

**E. Final Approval**

1. The Final Approval Hearing shall be scheduled for no earlier than ninety-five (95) days from the hearing date for the motion for Preliminary Approval to allow the Court time to review and adjudicate the motion for Preliminary Approval, to allow Defendant sufficient time to complete its obligations under the Class Action Fairness Act, and to allow for Notice to be issued and for the deadline for filing objections to expire. Plaintiffs shall submit a motion to the Court for Final Approval of the Settlement and the entry of an order granting Final Approval of the Settlement and request that the Court, after inquiry:

a. finds the Settlement and its terms to be fair, adequate, and reasonable within the meaning of Federal Rule of Civil Procedure 23, and directs its consummation pursuant to its terms;

b. finds that the Notice given constitutes due, adequate, and sufficient notice, and meets the requirements of due process and any applicable laws;

c. provides for payment of any Attorneys' Fees and Expenses solely from the Settlement Fund (as provided in Section VII herein);

d. approves payment of service awards for Plaintiffs from the Settlement Fund (as provided in Section VII herein);

e. sets forth the method for allocating the Settlement Fund (set forth in the Plan of Distribution as provided in Section V herein);

f. directs the Action to be dismissed with prejudice as to Defendant, without costs to the Settling Parties (except as provided in Section VII herein) and provides that all costs including those provided in Section VII are payable from the Settlement Fund only;

g. approves the release of claims specified herein as binding and effective as to all Class Members, permanently barring and enjoining Plaintiffs and Class Members from asserting any Released Claims (as defined in Section VI herein);

h. reserves to this Court exclusive and continuing jurisdiction over the Settlement, including the Settlement Fund (as defined in Section III herein) and the administration, consummation and interpretation of this Settlement Agreement; and

i. directs an Order and Final Judgment of Dismissal be entered.

2. Class Counsel shall provide the Defendant with the draft motion for Final Approval and supporting documents at least ten (10) calendar days prior to the date such motion is filed. Sutter shall have the right to propose reasonable changes, and the Plaintiffs shall consider such changes, in good faith, and not unreasonably reject such changes.

3. If required by the Court in connection with approval of the Settlement, the Settling Parties agree to accept non-material changes to this Settlement Agreement. However, the Settling Parties are not obligated to accept any changes to the Settlement Fund amount, any material changes to the Final Judgment and Order, or any other substantive changes to the material terms of this Settlement Agreement.

4. The Claims Administrator's affidavit of compliance with Notice shall be filed with the motion for Final Approval.

**F. Effective Date of the Settlement**

1. The Settlement shall become final and effective upon the occurrence of all of the following ("Effective Date"):

- a. The Court enters an order granting Final Approval of the Settlement Agreement;
- b. The Court enters the Final Judgment and Order of dismissal of the Action, with prejudice, substantially in the form attached as **Exhibit B** hereto, without costs to the Settling

Parties (except as provided in Section VII herein) and provided that all costs including those provided in Section VII are payable from the Settlement Fund only; and

c. Completion of any appeal(s) from the Court's Final Judgment and Order of dismissal with prejudice and/or Order granting Final Approval of the Settlement Agreement (including any such order on remand from a decision of an appeals court), provided, however, that a modification or reversal on appeal of any amount of the Attorneys' Fees and Expenses awarded by the Court from the Settlement Fund or the amount of any service awards to the Plaintiffs shall not by itself prevent this Settlement from becoming final and effective if all other aspects of the Final Judgment and Order and the Final Approval order have been affirmed or not appealed. If no appeal is filed from the Court's Final Judgment and Order and/or Final Approval of the Settlement, the Effective Date shall be the date on which the time for any such appeal has expired.

### **III. CONSIDERATION FOR SETTLEMENT**

#### **A. Settlement Fund**

1. Within twenty (20) calendar days from the date of the Court's order granting Final Approval, whether or not Final Approval is appealed, Sutter shall deposit or cause to be deposited by wire transfer to an Escrow Agent approved by the Court a total of two hundred twenty-eight million, five hundred thousand dollars (\$228,500,000) ("Settlement Fund") in exchange for the promises, covenants, and provisions set forth herein, including without limitation dismissal of the entire Action with prejudice, complete release of all Released Claims against Defendant and the Released Parties, release of any claim for Attorneys' Fees and Expenses, costs, interest (pre- and post-judgment interest), administrative costs, and any and all amounts to be paid to Class Members other than from the Settlement Fund. Under no circumstance shall Sutter be required to pay more than this amount, *i.e.*, the Settlement Fund is the maximum amount that Sutter shall be required to pay that is in any way associated with the Settlement of the Action. Sutter's transfer of the

Settlement Fund to the Escrow Agent shall constitute full and complete satisfaction of its monetary obligations under this Settlement and to settle the Action. Sutter shall not be required to provide any other relief, including without limitation injunctive relief. Sutter shall have no obligation to pay any amounts in addition to the amount of the Settlement Fund, which will cover any and all forms of monetary relief to settle the Action, including without limitation any and all compensation to the Class, any service awards, fees and costs of the Class Administrator, Attorneys' Fees and Expenses, litigation and court costs (including expert, consultant, or witness fees), and all other fees and expenses arising out of or related to the Action, including without limitation any costs incurred relating to objections filed to the Settlement. Sutter shall have no obligation to compensate Plaintiffs or others who might assert rights under this Settlement Agreement for Attorneys' Fees or Expenses or costs, including for the fees and costs to enforce the terms of this Settlement including the Final Judgment and Order. No portion of the Settlement Fund will revert to Defendant unless the Settlement is terminated, as described in Section VIII.C, or is not finally approved or does not become effective for any reason. Except as provided in this Agreement or by Order of the Court, no Defendant, Plaintiff or Class Member shall have any interest in the Settlement Fund or any portion thereof.

2. The Escrow Agent will deposit the Settlement Fund in an interest-bearing account created pursuant to an Order of the Court (the "Account"). The Settlement Fund shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until it has been fully disbursed pursuant to orders of the Court. The Settling Parties agree to treat the Settlement Fund as being, at all times, a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1 and to refrain from taking any action inconsistent with such treatment. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" shall be the Escrow Agent and shall promptly take all

steps necessary so that the Settlement Fund qualifies as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1.

3. Following Sutter’s transfer of the Settlement Fund to the Escrow Agent, Sutter, its counsel, and the Released Parties shall have no liability, obligation, or responsibility with respect to the payment, determination of payments, disbursement, disposition, distribution, or other administration or oversight of the Settlement Fund or Account, and shall have no liability, obligation, or responsibility with respect to any liability, obligation, or responsibility of the Escrow Agent, Claims Administrator, or Class Counsel, including without limitation to liabilities, obligations, or responsibilities arising in connection with the payment, determination of payments, disbursement, disposition, distribution, or other administration or oversight of the Settlement Fund or Account.

4. The Escrow Agent shall invest the Settlement Fund in interest-bearing instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or agency thereof, or in money market funds invested in such instruments.

5. All interest earned by the Settlement Fund in the Escrow Account during the period between the deposit of the Settlement Fund and the Effective Date of the Settlement defined in Section II.F shall be split fifty percent (50%) for the benefit of the Class and fifty percent (50%) for the benefit of Sutter. Sutter shall be paid its fifty percent (50%) share of interest from the Escrow Account within thirty (30) days of the Effective Date. Sutter shall have no liability, obligation, or responsibility for any taxes on interest that is for the benefit of the Class or any reporting requirements relating to such interest. Neither the Class nor Class Counsel shall have any liability, obligation, or responsibility for any taxes on interest that is paid for the benefit of Sutter or any reporting requirements relating to such interest. To the extent interest is awarded on the Court’s award of Attorneys’ Fees and Expenses, such interest on the award shall accrue for the benefit of



Class Counsel from the date of the Court order awarding such Attorneys' Fees and Expenses and interest; for avoidance of doubt, the interest on the award of Attorneys' Fees and Expenses shall not reduce the amount of interest on the Settlement Fund owed to Sutter.

6. If Defendant or any Released Party asserts it has incurred any tax liability, or any interest or penalties imposed on such tax liability, resulting from income earned on the Settlement Fund or the Account for the benefit of the Class or payments made from the Account for the benefit of the Class (or any Class Member's receipt of any payment under this Section III.A), the Defendant or the Released Party shall promptly notify Class Counsel in writing to afford Class Counsel a reasonable opportunity to investigate, dispute and/or pay such asserted tax liability, interest, or penalties. No payment shall be made to Defendant or the Released Party until resolution of Class Counsel's investigation or dispute of any asserted tax liability, interest, or penalties. Upon resolution of any such investigation or dispute, if funds are owed to Defendant or the Released Party the funds shall be reimbursed from the Account in the amount of such tax liability, interest, or penalties promptly and in no event later than ten (10) calendar days after Defendant's or any Released Party's written request to the Claims Administrator and Class Counsel.

7. Unless the Parties otherwise agree, in the event that the Court issues an order giving Final Approval of this Settlement, but an appellate court later reverses such order, the Settlement Fund, and all interest earned thereon, shall be paid to Sutter within ten (10) calendar days of such order.

#### **IV. INJUNCTIVE RELIEF**

Given the injunctive relief provided for in *California ex rel. Xavier Becerra v. Sutter Health*, CGC-18-565398 (Cal. Super. Ct. S.F. filed March 29, 2018) no injunctive relief is included in this Settlement.

**V. ADMINISTRATION AND DISTRIBUTION OF SETTLEMENT FUND**

**A. Administration, Allocation, and Distribution**

1. Class Counsel shall be solely responsible for the administration of claims, and all costs of administration shall be paid for by the Settlement Fund. Sutter shall have no liabilities, obligations, or responsibilities with respect to the administration, oversight, disbursement, disposition, or distribution of the Settlement Fund. To avoid doubt, all expenses and costs of administration shall be payable solely out of the Settlement Fund in such amounts as the Court orders. Sutter shall have no liability or responsibility for fees, costs, expenses, or interest, including without limitation Attorneys' Fees and Expenses, costs, expert or witness fees, consultant fees or costs, or administrative fees or costs.

2. The claims administration process shall be determined by Class Counsel in consultation with the Claims Administrator and shall be approved by the Court. Class Counsel shall propose an allocation formula that will provide for allocation of the net Settlement Fund, after Attorneys' Fees and Expenses and other costs are deducted, to the Class Members, which shall be approved by the Court ("Plan of Distribution").

3. Any unredeemed distributions to Class Members shall be redistributed to the other Class Members in a second distribution according to the Plan of Distribution.

4. Class Counsel shall be responsible for determining the monetary award that shall be paid to each eligible Class Member, which shall be approved by the Court. Under the supervision of Class Counsel, the Claims Administrator shall, among other things, confirm the identity of each eligible Class Member based on the methodology set forth in the Plan of Distribution as approved by the Court. As will be reflected in the Final Approval order, Defendant and the Released Parties shall have no responsibility, and may not be held liable, for any determination reached by Class Counsel or the Claims Administrator.

5. The total amount of all monetary awards paid to Class Members, as determined by the Claims Administrator, shall not exceed the net amount of the Settlement Fund (including accrued interest) after all costs, expenses, service awards, Attorneys' Fees and Expenses, and taxes have been paid by the Claims Administrator.

6. If, after the second distribution to Class Members and after all costs (including notice costs and Attorneys' Fees and Expenses) have been paid from the Settlement Fund, there are any remaining funds, they shall be distributed to the Class, or, if in Class Counsel's reasonable judgment it is uneconomical to distribute the remaining funds to Class Members, Class Counsel will make an application to the Court for *cy pres* distribution in accordance with governing standards in the Ninth Circuit, provided that the funds are not used for advocacy or litigation against Defendant. None of the Settlement Fund shall revert to Defendant.

**B. Payment of Federal, State and Local Taxes**

1. Payments to Plaintiffs and other Class Members (or their counsel or others) from the Settlement Fund may be subject to applicable tax withholding and reporting requirements. For avoidance of doubt, neither Sutter, its counsel, nor any Released Party shall have any liability, obligation or responsibility whatsoever for tax obligations arising from payments from the Settlement Fund to Plaintiffs, any Class Member, or any other person or entity based on the activities and income of the Account. In addition, neither Sutter nor any Released Party shall have any liability, obligation or responsibility whatsoever for tax obligations arising from payments to Class Counsel. Each recipient of payments from the Settlement Fund will be solely responsible for its/his/her tax obligations.

2. The Claims Administrator shall be responsible for satisfying from the Settlement Fund any and all federal, state, and local taxes incurred on interest that accrues in the Account for the benefit of Plaintiffs, any Class Member, or Class Counsel. The Claims Administrator, as

administrator of the Account, and on behalf of the Account, is responsible for withholding any applicable taxes and completing all reporting requirements for payments made to Plaintiffs, any Class Member, or Class Counsel. Sutter shall be responsible for determining and paying from its own funds all federal, state, and local taxes due on interest that accrues in the Account for the benefit of Sutter.

## **VI. RELEASE**

### **A. Release And Covenant Not To Sue**

1. Upon the Effective Date, Plaintiffs and all Class Members (collectively, the “Releasors”), shall release, forever discharge and covenant not to sue Sutter, its past or present parents, subsidiaries, divisions, affiliates, providers (including, but not limited to, hospitals, foundations, doctors, ambulatory surgery centers and any other providers), officers, directors, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, purchasers, and assigns of each of the foregoing) (the “Released Parties”) from any and all claims, whether federal or state, known or unknown, asserted or unasserted, regardless of legal theory, arising from or related to the facts, activities, or circumstances that were or could have been alleged in the complaints filed by Plaintiffs, including in the Fourth Amended Complaint, or arising from or related to any purported anticompetitive effect resulting from the conduct alleged by Plaintiffs in this Action, including conduct alleged during the first trial of this matter in 2022 (“Release”). Claims within the scope of this Release shall be released up to the Effective Date of this Settlement. Claims released pursuant to this paragraph are the “Released Claims.”

2. Each Releasor expressly agrees that, upon the Effective Date, he, she, or it waives and forever releases with respect to the Released Claims any and all provisions, rights, and benefits conferred by either (a) § 1542 of the California Civil Code, which reads:

**SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

or (b) any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code.

3. Upon the Effective Date, Releasors shall be bound by the dismissal with prejudice and the release of the Released Claims set forth in this Section VI.

**VII. ATTORNEYS' FEES AND EXPENSES AND ADMINISTRATIVE EXPENSES**

1. Class Counsel will apply to the Court for an award of Attorneys' Fees and Expenses incurred in this Action. Class Counsel also will apply to the Court for service awards to acknowledge Plaintiffs' service to the Class in participating in the litigation as representatives. All Attorneys' Fees and Expenses and any interest due to counsel (to the extent any interest is awarded) shall be payable solely out of the Settlement Fund in such amounts as the Court orders and may be deducted from the Settlement Fund prior to the distribution to Class Members, but only on or after entry of an Order by the Court approving Attorneys' Fees and Expenses. Neither Sutter nor any Released Party shall have any liability or responsibility for fees, costs, expenses, or interest, including without limitation to attorneys' fees, costs, expenses, expert fees, consultant fees or costs, or administrative fees or costs, which will be paid solely out of the Settlement Fund.

2. The Settling Parties agree that Lead Class Counsel, Constantine Cannon LLP, no fewer than five (5) days following the Court's award of Attorneys' Fees and Expenses, may request permission from the Court to withdraw the amount awarded by the Court for Attorneys' Fees and Expenses for any Class Counsel or Additional Counsel, or any portion thereof, from the Settlement Fund before the Effective Date. The Settling Parties agree that the Court may not permit any such

pre-Effective Date withdrawal until after (a) Final Approval has been granted, and (b) the time for all appeals – with the sole exception of any appeals that solely challenge the amount of Attorneys’ Fees and Expenses awarded by the Court – has expired. To be clear, the Court may permit Lead Class Counsel to withdraw awarded Attorneys’ Fees and Expenses before the Effective Date where Final Approval has been granted and despite any pending appeals, where such appeals exclusively challenge the amount of Attorneys’ Fees and Expenses awarded by the Court. But if Final Approval has not yet been granted, or if there are any pending appeals or collateral attacks that challenge any aspect of the Settlement other than the amount of Attorneys’ Fees and Expenses awarded by the Court, then no such withdrawal may occur or be ordered by the Court. Any order permitting Lead Class Counsel to withdraw Attorneys’ Fees and Expenses from the Settlement Fund before the Effective Date shall require Class Counsel or Additional Counsel to make appropriate refunds or repayments of amounts paid to that Class Counsel or Additional Counsel to the Settlement Fund if the Attorneys’ Fees and Expenses are reduced or reversed on appeal. Class Counsel and Additional Counsel to whom Attorney’s Fees or Expenses have been paid shall defend, indemnify, and hold harmless Sutter and the Released Parties from and against any rights, demands, claims, or causes of action asserted by any person or entity arising out of or related to such refunds or repayments to the Settlement Fund.

## **VIII. OTHER CONDITIONS**

### **A. Confidentiality**

The terms of this Settlement Agreement shall remain confidential until Plaintiffs file their motion for Preliminary Approval. The Settling Parties may, however, confidentially disclose the terms of the Settlement before Plaintiffs file their motion for Preliminary Approval to their auditors, legal and financial advisers, and, as to Sutter, as otherwise required by law or contract so long as parties receiving the terms agree in writing not to disclose terms to third parties.

Notwithstanding, Sutter may disclose the amount of the Settlement in its financial statements.

**B. Press Release**

Upon submission of this Settlement Agreement for Preliminary Approval by the Court, Plaintiffs and Sutter will issue the following joint press release regarding the Settlement: “Sutter Health and Plaintiffs Djeneba Sidibe, Jerry Jankowski, Susan Hansen, David Herman, Optimum Graphics, Inc., and Johnson Pool & Spa, on behalf of themselves and a certified class of similarly situated persons, have reached a settlement of *Sidibe, et al. v. Sutter Health*, a class action antitrust lawsuit. The settlement resolves strongly disputed claims involving alleged conduct spanning from the late 1990s to 2020. The parties agree this settlement is what’s best for the parties, for patients and for the class, and that the prospect of additional litigation is not in anyone’s interest. There is no admission of liability, and the settlement is subject to court approval.”

**C. Settlement Does Not Become Effective**

In the event that the Settlement Agreement is terminated, is not finally approved or does not become effective for any reason, judgment is not entered in accordance with this Agreement, or such judgment does not become final, then (a) this Settlement Agreement shall be null and void and of no force and effect, (b) the entire amount of the Settlement Fund and any and all interest earned thereon shall be returned to the Defendant within ten (10) calendar days from the date the Settlement Agreement becomes null and void, and (c) any and all releases pursuant to Section VI herein shall be of no force or effect. In such event, the case will proceed as if no settlement has been attempted, and the Settling Parties shall be returned to their respective procedural postures, *i.e., status quo* as of March 2, 2025, so that the Settling Parties may take such litigation steps that they otherwise would have been able to take absent the pendency of this Settlement. In such event, the Settling Parties will negotiate and submit for Court approval a revised case schedule for any trial-related events previously scheduled for dates following March 2, 2025. However, any

reversal, vacating, or modification on appeal of (a) any amount of Attorneys' Fees and Expenses awarded by the Court to Class Counsel and Additional Counsel, or (b) any determination by the Court to award less than the amount requested in Attorneys' Fees and Expenses, shall not give rise to any right of termination or otherwise serve as a basis for termination of this Settlement Agreement.

**D. Preservation of Rights**

The Settling Parties expressly reserve all of their rights, claims, and defenses if this Settlement does not become final and effective in accordance with the terms of this Settlement Agreement. The Settling Parties further agree that this Settlement Agreement, whether or not it shall become effective pursuant to Section II.F herein, and any and all negotiations, documents, and discussions associated with it, shall be without prejudice to the rights of any party; shall not be deemed or construed to be an admission or evidence of any violation or lack of violation of any statute or law; shall not be deemed to be an admission of any liability or wrongdoing by Defendant or any Released Party; and shall not be deemed or construed to be an admission or evidence of the truth of any of the claims or allegations or denials or defenses made in the Action, whether in this case or any other action or proceeding. The Settling Parties further acknowledge and agree that the substance of the negotiations and discussions that led to this Settlement are fully protected from disclosure by Federal Rule of Evidence 408 and California Evidence Code §§ 1119 and 1152.

**E. Authority to Settle**

The undersigned represent and warrant each has authority to enter into this Settlement Agreement on behalf of the party indicated below his or her name.

**F. No Assignment**

Plaintiffs and Class Counsel represent and warrant that they have not assigned or



transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Action or any related action, and they further represent and warrant that they know of no such assignments or transfers on the part of any Class Member.

**G. Binding Effect**

This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties and the Released Parties.

**H. Mistake**

In entering and making this Settlement Agreement, the Settling Parties assume the risk of any mistake of fact or law. If the Settling Parties, or any of them, should later discover that any fact they relied upon in entering into this Settlement Agreement is not true, or that their understanding of the facts or law was incorrect, the Settling Parties shall not be entitled to seek rescission of this Settlement Agreement, or otherwise attack the validity of the Settlement Agreement, based on any such mistake. This Settlement Agreement is intended to be final and binding upon the Settling Parties regardless of any mistake of fact or law.

**I. Advice of Counsel**

Except as set forth in this Settlement Agreement, the Settling Parties represent and warrant that they have not relied upon or been induced by any representation, statement, or disclosure of the other Settling Parties or their attorneys or agents, but have relied upon their own knowledge and judgment and upon the advice and representation of their own counsel in entering into this Settlement Agreement. Each Settling Party warrants to the other Settling Parties that it has carefully read this Settlement Agreement, knows its contents, and has freely executed it. Each Settling Party, by execution of this Settlement Agreement, represents that it has been represented by independent counsel of its choice throughout all negotiations preceding

the execution of this Settlement Agreement.

**J. Integrated Agreement**

This Settlement Agreement, including exhibits, contains the entire, complete, and integrated statement of each and every term and provision of this Settlement Agreement agreed to by and among the Settling Parties. This Settlement Agreement shall not be modified in any respect except by a writing executed by the undersigned in the representative capacities specified, or others who are authorized to act in such representative capacities.

**K. Headings**

The headings used in this Settlement Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

**L. No Drafting Presumption**

Class Counsel and Defendant's Counsel have materially participated in the drafting of this Settlement Agreement. No party hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

**M. Choice of Law**

All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of California without regard to its choice of law or conflict of laws principles.

**N. Enforcement of Settlement; Consent to Jurisdiction and Choice of Exclusive Forum**

Any and all disputes arising from or related to this Settlement, the Settlement Agreement, the Final Judgment and Order or distribution of the Settlement Fund, including Attorneys' Fees and Expenses, must be brought by Plaintiffs, Class Members, Sutter, or a Released Party, exclusively in the Court presiding over the Action. Plaintiffs, each Class Member, and Sutter hereby irrevocably

submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability or interpretation of this Settlement Agreement, including without limitation any suit, action, proceeding or dispute relating to the release provisions herein or relating to the Final Judgment and Order, except that this paragraph shall not prohibit any Released Party from asserting in the forum in which a claim is brought that the Release herein is a defense, in whole or in part, to such claim.

**O. Enforcement of Release**

Nothing in this Settlement Agreement prevents Defendant or any Released Party from enforcing or asserting any Release herein. Notwithstanding any other provision of this Settlement Agreement, this Settlement Agreement and the Releases contained herein may be pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted or attempted by any Plaintiff or Class Member (who is not otherwise properly excluded as provided herein) with respect to any of the Released Claims and may be filed, offered, and received into evidence and otherwise used for such defense.

**P. Severability**

In the event any one or more of the provisions of this Settlement Agreement shall for any reason be held, after any proceedings in appellate courts, to be illegal, invalid, or unenforceable in any respect, such illegality, invalidity, or unenforceability shall not affect any other provision if Defendant's Counsel and Class Counsel mutually agree in writing to proceed as if such illegal, invalid, or unenforceable provision had never been included in the Settlement Agreement.

**Q. Denial of Liability and No Admission**

The Settlement is not an admission of any of the allegations, and Sutter has denied, and continues to deny, that it has engaged in any wrongdoing of any kind, or violated any law or regulation, or breached any duty to Plaintiffs or Class Members. Sutter further denies that it has

liability as a result of any and all allegations that were or could have been asserted arising out of or relating to the allegations in the complaints filed in the Action, and is entering the Settlement to eliminate the burden, distraction, expense, and uncertainty of further litigation.

**R. Execution in Counterparts**

This Settlement Agreement may be executed in counterparts. Facsimile or PDF signatures shall be considered as valid signatures as of the date they bear.

**S. Appeals**

The Final Approval order shall provide that any Class Member that wishes to appeal the Court's Final Approval order or Final Judgment and Order, which appeal will delay the distribution of the Settlement Fund to the Class and/or the effective date of the Final Judgment and Order, shall post a bond with this Court in an amount to be determined by the Court as a condition of prosecuting such appeal.

**T. Representations to the Court About Settlement Negotiations**

The Settling Parties confirm, and will so represent to the Court, that these settlement negotiations were arm's-length and facilitated through the aid of the mediator described above, and that there was no discussion of attorneys' fees or expenses prior to or in the course of negotiating the Settlement. Class Counsel and Defendant's Counsel agree this Settlement is beneficial to the Class and Sutter and will not represent otherwise to the Court.

IN WITNESS WHEREOF, the Settling Parties hereto through their fully authorized representatives have agreed to this Settlement Agreement on the date first herein above written.

**ACCEPTED AND AGREED:**

Dated: April 24, 2025

**JONES DAY**



By: \_\_\_\_\_  
David C. Kiernan  
Counsel for Defendant Sutter Health

**SUTTER HEALTH**

By: \_\_\_\_\_  
Jonathan Ma  
Interim Chief Financial Officer  
Sutter Health

**CONSTANTINE CANNON LLP**

By: \_\_\_\_\_  
Jean Kim  
Lead Counsel for Plaintiffs and the Class

**THE MEHDI FIRM, PC**

By: \_\_\_\_\_  
Azra Mehdi  
Co-Lead Counsel for Plaintiffs and the Class

**ACCEPTED AND AGREED:**

Dated: April <sup>24</sup>\_\_, 2025

**JONES DAY**

By: \_\_\_\_\_  
David C. Kiernan  
Counsel for Defendant Sutter Health

**SUTTER HEALTH**

By:  \_\_\_\_\_  
Jonathan Ma  
Interim Chief Financial Officer  
Sutter Health

**CONSTANTINE CANNON LLP**

By: \_\_\_\_\_  
Jean Kim  
Lead Counsel for Plaintiffs and the Class

**THE MEHDI FIRM, PC**

By: \_\_\_\_\_  
Azra Mehdi  
Co-Lead Counsel for Plaintiffs and the Class



**ACCEPTED AND AGREED:**

Dated: April 24, 2025

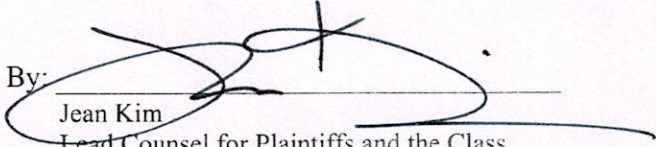
**JONES DAY**

By: \_\_\_\_\_  
David C. Kiernan  
Counsel for Defendant Sutter Health

**SUTTER HEALTH**

By: \_\_\_\_\_  
Jonathan Ma  
Interim Chief Financial Officer  
Sutter Health

**CONSTANTINE CANNON LLP**

By:  \_\_\_\_\_  
Jean Kim  
Lead Counsel for Plaintiffs and the Class

**THE MEHDI FIRM, PC**

By: \_\_\_\_\_  
Azra Mehdi  
Co-Lead Counsel for Plaintiffs and the Class

**ACCEPTED AND AGREED:**

Dated: April \_\_, 2025

**JONES DAY**

By: \_\_\_\_\_  
David C. Kiernan  
Counsel for Defendant Sutter Health


**SUTTER HEALTH**

By: \_\_\_\_\_  
Jonathan Ma  
Interim Chief Financial Officer  
Sutter Health

**CONSTANTINE CANNON LLP**

By: \_\_\_\_\_  
Jean Kim  
Lead Counsel for Plaintiffs and the Class

**THE MEHDI FIRM, PC**

By:  \_\_\_\_\_  
Azra Mehdi  
Co-Lead Counsel for Plaintiffs and the Class



# EXHIBIT A



### ***Sutter Health Litigation***

USDC Northern District of California, Case No. 3:12-cv-4854-LB

### **Report of Opt-Outs (as of March 8, 2021)**

ID	FIRST NAME	LAST NAME
1	JULIE	AARON
2	DEBORAH D	ABBADIE
3	KIM R	ALEMAN
4	EDGAR	ANDERSON
5	DALE	ANDERSON
6	JAY T	ARNETT
7	FANY	ASHER
8	JANET	AUSTIN
9	KELSEY VOELZ	BAKER
10	JOSE L	BALTA SILVA
11	RICHARD L	BARNES
12	GLORIA	BEASLEY
13	ELIZABETH	BEASLEY
14	LINDA A	BEATTY
15	SANDA	BENLIEN
16	JOANNE	BENNETT
17	AGATHE	BERANGER
18	MANUEL C	BERGADO
19	MICHAEL H.	BIEN
20	JULIAN A	BIGGS
21	CYNTHIA	BINYON
22	PATRICIA L	BOETSCH
23	TERRI L	BOTHELIO
24	NANCY	BOYD
25	DOUGLAS	BRENN
26	DAVID	BRINTON
27	WILLIAM H	BROWN
28	GREGORY J	BURI
29	VELEDA	BURTON
30	KRISTINA	BUUCK
31	ESTHER	CALABRESE
32	EMILY M	CANAFAX
33	KAREN	CARLL
34	ERIC	CARLSON
35	PAUL G	CARRANCO
36	LYMAN H	CASEY
37	JOYCE	CASTLES

ID	FIRST NAME	LAST NAME
38	PHYLLIS J	CETNAR
39	CHI	CHANG
40	SOTHEA	CHENG
41	MINH N	CHIEM
42	STEPHANIE A	CHOURY
43	JAMES	CINQUEMANI
44	THOMAS D	COLE
45	MICHAEL D	COLLINS
46	MICHAEL E	CONKLIN
47	TERI	COOK
48	AVRIL M.	COPE
49	ELISE	COPELAND
50	JOHN	COSTA
51	PAMELA M	COUTO
52	CLAIRE E	CRABTREE
53	RICHARD	DALE
54	LINDA	DAVOOD
55	APOLINARIA MOLANO	DE BLAS
56	KATHLEEN G	DETORE
57	MELANDRO	DIZON
58	JENNIFER M	DOJKA
59	MARK	DREIER
60	ERNEST C	DUHAIME
61	PATRICIA	DWYER
62	SYLVIA	EDNEY
63	MARY E	EDWARDS
64	DEBORAH	ERIKSSON
65	MARY	FONG
66	DONNA	FRY
67	RANDY	GAPASIN
68	KATIE F	GARGANO
69	SABA	GERAMI
70	DONALD B	GIBSON
71	SUE	GLOVER
72	ROBERT S	GLOVER
73	SUE	GLOVER
74	SANTIAGO FERNANDEZ	GOMEZ
75	MARIA	GOMEZ
76	DAVID	GONZALEZ
77	PAMELA D	GUTIERREZ
78	JAMES	HAACK
79	LYNN K	HAMBLIN
80	LOUIE M	HANCE
81	SHIRLEY A	HANCE
82	ABIGAIL	HASSEL
83	RORY M	HENDERSON

ID	FIRST NAME	LAST NAME
84	EMBERT J	HENDRICKSON
85	LUISA F	HERNANDEZ
86	DIEGO	HERNANDEZ
87	DAVID	HITCHCOCK
88	JASON	HITCHCOCK
89	TAN TAI	HUYNH
90	PASTOR BLAS	ISARIO
91	SAIF	ISSAC
92	SONIA	ITURRALDE
93	GREGORY	JACKSON
94	MAMOON	JAMILY
95	EDELMIRO	JIMENEZ
96	STUART S	JIVAPONGSE
97	VERONICA	JOHNSON
98	CAROL D	JORDAN
99	GIOVANNI MORELLI	JR
100	MADONNA	KAMPFER
101	KEITH	KANEDA
102	JAMES MICHAEL	KECKLER (ON BEHALF OF J M KECKLER MEDICAL CO., INC.)
103	MARY	KEELIN
104	ABDALHAMID	KHALLOUF
105	SHIN YUIN	KHU
106	PHYLLIS J	KILGORE
107	IVY	KIM
108	ROBERT	KIMBALL
109	RICHARD	KITT
110	BRUCE	KLAMAN
111	SUSANNE	KO
112	MARION E	KODANI
113	MISAO	KODANI
114	WILLIAM D	KODANI
115	PIOTR	KOLESINSKI
116	MARCIA	KRAM
117	JULIE	KROPA
118	SALLY V	KRUEGER
119	HENRY	LAM
120	CONG	LAM
121	MARC	LANUZA
122	KIMBERLY	LARSON
123	ZACHARY K	LATTIN
124	KENNETH	LAU
125	KATHY J	LEE
126	CHING	LEE
127	YOUNGHUN	LEE

ID	FIRST NAME	LAST NAME
128	FERRIS Q	LEWALD
129	ZHEN	LI
130	XIAO	LIANG
131	PETER	LIU
132	QIU	LIU
133	JEFFREY C	LOCKHART
134	ADELIA A	LOPES
135	ADOLPH	LOPEZ
136	MENDY	LOWE
137	MENDY J	LOWE
138	DENISE	LUKO
139	CRISTINA	LUNA
140	MARLENE	LYNN
141	EUDORO AYALA	MACIAS
142	RODERICK K	MACLEAN
143	PEARL O	MAR
144	GERALDINE	MARTINEZ
145	FLORENCIA CARREROU	MAUROJO
146	ALAN	MAYER
147	STEPHEN J	MAZAIKA
148	ELLEN	MCDONALD
149	PHILIP	MCLENNAN
150	CYNTHIA M	MESSER
151	JUDITH ANN	METTLER
152	STEVE F	MILLAN
153	JUDITH I	MILLAN
154	KATHRYN	MILLER
155	GEORGINA	MILLER
156	DARRELL T	MORLEY
157	STEFANIE	NAIFEH
158	LENA	NAM
159	JAYA	NATESH
160	RAJ	NATESH
161	CATHERINE	NELSON
162	CYNTHIA	NEUMANN
163	TAM	NGUYEN
164	CHARLES	NGUYEN
165	TERUKO	NISHIKAWA
166	DAVID	NISHIKAWA
167	PETER	NIXON
168	NONA	NOROYAN
169	JAMES C	OCONNOR
170	DAVID	OEUR
171	JULIO	OJEDA
172	ELIZABETH C	OLGUIN
173	RAQUEL CUMERAS	OLMEDA

ID	FIRST NAME	LAST NAME
174	ERIN L	OSBORNE
175	LAWRENCE	OSIRIS
176	SHOKO	OTSUBO
177	CHRISTINE E	PARAS
178	ARETHA	PAULEY
179	JOSH	PERKINS
180	TANYA L	PETERS
181	RANDOLPH E	PETERSEN
182	SHARON A	PETERSEN
183	JOHN T	PIETILA
184	LESLEY	PILLSBURY
185	TINA	PINTO
186	JIMMY	PINTO
187	LEO G.	POLVOROSA
188	CATHERINE	POON
189	RAQUEL	RADEN
190	NITYA	RAJESHUNI
191	LUCINDA F	RAMOS
192	WALTER J	RANGEL
193	ALFRED G	RAVA
194	LAURA J	RAWSON
195	CAREN A	RAY
196	DONALD J	REGO
197	LYNN D	RICE
198	KERRY E	ROBERSON
199	ISABEL	RODRIGUEZ
200	DAVID	ROGERS
201	JOAQUIN PENUNURI	ROMERO
202	JOSE	ROMERO
203	TOM	ROSS
204	IGNAZIO J	RUVOLO
205	DAVID	SALOMON
206	ROSEMARY	SAMANIEGO
207	CHRIS	SANCHEZ
208	LINDA	SAVIN
209	DESIREE N	SAYLES
210	GEOFFREY	SCAMMELL
211	CYNTHIA	SCHAIRER
212	STEVEN	SCHOCH
213	JULIA M	SCHUMACHER
214	JASON	SEWARD
215	CLAUDIA	SHORTZ
216	ROBERT A	SINCLAIR
217	DARSHAN	SINGH
218	BRIAN	SINGH
219	BOBBY	SIRON

ID	FIRST NAME	LAST NAME
220	CARL B	SPECKMAN
221	ANANYA	SREEKANTH
222	SHELBY J	STENTZEL
223	SASHA	STRAM
224	TAMEKA R	STRONG
225	TADASHI	SUZUKI
226	MARK	SZUREK
227	AKSHAYA	TANKASALA
228	DIANE L	TAYLOR
229	BENJAMIN J	TEICHMAN
230	JANET S	TERRY
231	WAYNE	TESTORI
232	JOHN	TEVENAN
233	PAUL C	THOMPSON
234	MARK P	TILLOTSON
235	DAVID	TOLBERT
236	JUDY L	TOMSIC
237	VERONICA RUIZ	TORRES
238	LYNN L	TOVEG
239	KOJI	TSUNODA
240	NAIL	UMIAROV
241	SAYRA	VALDERRAMA
242	DELIA	VALENZUELA
243	BONNIE L	VANDER PLATE
244	GLENN H	VANDER PLATE
245	JUAN F	VELASCO
246	GILBERTO	VELAZCO
247	ROBERT F	VENTEICHER
248	CHONG S	VENTEICHER
249	CAROLINA L	VISCOGLIOSI
250	TAMARA	WALKER
251	DAVID A	WALLANDER
252	BARBARA L	WAMPNER
253	CAROL L	WEINFELD
254	REBECCA J	WESTERFIELD
255	AMELIA	WHITE
256	EUGENIA	WHITLOCK
257	LU	WISNIEWSKI
258	GARRETT R	WYNNE
259	JING-WEN	YANG
260	ASENA CANSU	YILDIZ
261	RACHEL	ZACK

# EXHIBIT B



Jeffrey A. LeVee (State Bar No. 125863)  
jlevee@jonesday.com  
JONES DAY  
555 South Flower Street, Fiftieth Floor  
Los Angeles, CA 90071  
Telephone: 213.489.3939  
Facsimile: 213.243.2539

Oliver Q. Dunlap (State Bar No. 225566)  
odunlap@bartkolaw.com  
BARTKO LLP  
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San Francisco, CA 94111  
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Facsimile: 415.956.1152

David C. Kiernan (State Bar No. 215335)  
dkiernan@jonesday.com  
Caroline N. Mitchell (State Bar No. 143124)  
cnmitchell@jonesday.com  
Brian G. Selden (State Bar No. 261828)  
bgselden@jonesday.com  
Catherine Zeng (State Bar No. 251231)  
czeng@jonesday.com  
JONES DAY  
555 California Street, 26th Floor  
San Francisco, CA 94104  
Telephone: 415.626.3939  
Facsimile: 415.875.5700

Attorneys for Defendant  
SUTTER HEALTH

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

DJENEBA SIDIBE, et al.,  
  
Plaintiffs,  
  
v.  
  
SUTTER HEALTH,  
  
Defendant.

Case No. 3:12-CV-04854-LB

**[PROPOSED] FINAL JUDGMENT AND  
DISMISSAL**

1 The Court hereby enters final judgment in this action as between Plaintiffs and Defendant  
2 Sutter Health, as defined in Federal Rule of Civil Procedure 58(a). Pursuant to this Final  
3 Judgment:

4 1. All Released Claims of Plaintiffs and the Class are hereby released as against  
5 Defendant and all other Released Parties as defined in the Settlement.

6 2. Without effecting the finality of the Court's judgment in any way, the Court  
7 retains jurisdiction over this matter for the purposes of resolving issues related to the  
8 interpretation, administration, implementation, effectuation and enforcement of the Settlement.

9 3. The parties and the Class Administrator are hereby ordered to comply with the  
10 terms of the Settlement.

11 4. This action is dismissed with prejudice as against the Defendant, each side to bear  
12 its own costs, expenses and attorneys' fees except as provided by the Settlement and the Court's  
13 orders.

14 5. This document constitutes a final judgment and separate document for purposes of  
15 Federal Rule of Civil Procedure 58(a).

16 6. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil  
17 Procedure, that this Final Judgment should be entered and that there is no just reason for delay in  
18 the entry of this Final Judgment as to Plaintiffs and the Class and Defendants.

19 7. Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

20 8. The Clerk shall close the case file.

21  
22  
23 Dated:

\_\_\_\_\_  
24 Hon. Laurel Beeler  
25 UNITED STATES DISTRICT COURT  
26  
27  
28

NAI-1543472493v1

[PROPOSED] FINAL JUDGMENT  
AND DISMISSAL  
Case No. 3:12-CV-04854-LB

# EXHIBIT B

**Exhibit B**

<b>Group Name</b>	<b>Class Member Covered Lives</b>
PUBLIC EMPLOYEES BENEFIT RETIREMENT SYSTEM	3,671,027*
UNIVERSITY OF CALIFORNIA	1,694,925
UNIVERSITY OF THE PACIFIC	17,126
TESLA MOTORS	4,937
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND (REMIF)	2,900
LULUS FASHION LOUNGE INC	2,277
PEETS COFFEE & TEA INC	1,908
COUNTY OF MARIN	1,610
NEKTAR THERAPEUTICS	838
BAY ALARM COMPANY	734
BAY MEDICAL MANAGEMENT LLC	616
SHORENSTEIN REALTY SERVICES LP	574
GOLDEN GATE NATIONAL PARKS	470
LIEFF, CABRASER, HEIMANN & BERNSTEIN	384
MID VALLEY AGRICULTURAL SERVICES INC	371
ASIAN HEALTH SERVICES	348
GOPRO	307
MOBITV	298
RIGEL INC	156
SALESFORCE.ORG	114
ROSS STORES	105
PACIFIC MSO	89

\* = This figure is not limited to class counties

# EXHIBIT C

<b>Invoice Date</b>	<b>Amount</b>	<b>Purpose</b>
6/23/2025	\$ 1,020.60	Aiding in class administration for large class members
8/13/2025	\$ 3,603.60	Aiding in class administration for large class members
9/19/2025	\$ 8,816.85	Aiding in class administration for large class members
<b>TOTAL</b>	<b>\$ 13,441.05</b>	



Jean Kim  
Constantine Cannon LLC  
6 East 43rd Street, 26th Floor  
New York, NY 10017

June 23, 2025  
Client-Project: 010637-103921  
Invoice #: 10022752  
Tax ID: 27-1451273

Via Email: [jkim@constantinecannon.com](mailto:jkim@constantinecannon.com)

**RE: Sidibe et al. v. Sutter Health Settlement Administration**

Services Rendered Through May 31, 2025

Professional Services	\$	972.00	USD
Expenses Incurred		48.60	
<b>CURRENT CHARGES</b>	<b>\$</b>	<b>1,020.60</b>	<b>USD</b>

**PAYMENT IS DUE BY July 23, 2025**

Please direct questions regarding this invoice to: Daniel Boada at [dboada@thinkbrg.com](mailto:dboada@thinkbrg.com).

**OTHER OUTSTANDING INVOICES AS OF TODAY**

Invoice # 10020073 - Dated 05/20/2025	66,864.53	Due Date: 06/19/25	<b>PAST DUE</b>
---------------------------------------	-----------	--------------------	-----------------

**Please remit wire/ACH payment to:**

Bank Name: PNC BANK, N.A.  
SWIFT: PNCCUS33  
ABA #: 031207607  
Account Name: BERKELEY RESEARCH GROUP, LLC  
Account #: 8026286672  
Reference: 10022752

**Please remit check payment to:**

BERKELEY RESEARCH GROUP, LLC  
PO BOX 676158  
DALLAS, TX 75267-6158

**Please remit express/overnight payment to:**

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC  
LOCKBOX NUMBER 676158  
1200 E CAMPBELL RD, STE 108  
RICHARDSON, TX 75081

Please send remittance advice details to:  
[remitadvice@thinkbrg.com](mailto:remitadvice@thinkbrg.com)



**To:** Jean Kim  
**c/o:** Constantine Cannon LLC  
**RE:** Sidibe et al. v. Sutter Health Settlement Administration

**Page** 2 of 3  
**Invoice #** 10022752  
**Client-Project:** 010637-103921

Services Rendered Through May 31, 2025

**PROFESSIONAL SERVICES**

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
<b>Director</b>			
Daniel Boada	600.00	0.40	240.00
Michael Neupert	510.00	1.20	612.00
<b>Senior Associate</b>			
Felipe Germanos	400.00	0.30	120.00
<b>Total Professional Services</b>		<b>1.90</b>	<b>972.00</b>

**EXPENSES**

Internal Expenses: Data, IT Services, Telecom, Supplies, Copies	48.60
<b>Total Expenses</b>	<b>48.60</b>



Jean Kim  
Constantine Cannon LLC  
6 East 43rd Street, 26th Floor  
New York, NY 10017

August 13, 2025  
Client-Project: 010637-103921  
Invoice #: 10026140  
Tax ID: 27-1451273

Via Email: [jkim@constantinecannon.com](mailto:jkim@constantinecannon.com)

**RE: Sidibe et al. v. Sutter Health Settlement Administration**

Services Rendered Through July 31, 2025

Professional Services	\$	3,432.00	USD
Expenses Incurred		171.60	
<b>CURRENT CHARGES</b>	<b>\$</b>	<b>3,603.60</b>	<b>USD</b>

**PAYMENT IS DUE BY September 12, 2025**

Please direct questions regarding this invoice to: Daniel Boada at [dboada@thinkbrg.com](mailto:dboada@thinkbrg.com).

**OTHER OUTSTANDING INVOICES AS OF TODAY**

Invoice # 10022752 - Dated 06/23/2025	1,020.60	Due Date: 07/23/25	<b>PAST DUE</b>
---------------------------------------	----------	--------------------	-----------------

**Please remit wire/ACH payment to:**

Bank Name: PNC BANK, N.A.  
SWIFT: PNCCUS33  
ABA #: 031207607  
Account Name: BERKELEY RESEARCH GROUP, LLC  
Account #: 8026286672  
Reference: 10026140

**Please remit check payment to:**

BERKELEY RESEARCH GROUP, LLC  
PO BOX 676158  
DALLAS, TX 75267-6158

**Please remit express/overnight payment to:**

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC  
LOCKBOX NUMBER 676158  
1200 E CAMPBELL RD, STE 108  
RICHARDSON, TX 75081

Please send remittance advice details to:  
[remitadvice@thinkbrg.com](mailto:remitadvice@thinkbrg.com)

**To:** Jean Kim  
**c/o:** Constantine Cannon LLC  
**RE:** Sidibe et al. v. Sutter Health Settlement Administration

**Page** 2 of 3  
**Invoice #** 10026140  
**Client-Project:** 010637-103921

Services Rendered Through July 31, 2025

**PROFESSIONAL SERVICES**

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
<b>Director</b>			
Daniel Boada	600.00	4.70	2,820.00
Michael Neupert	510.00	1.20	612.00
<b>Total Professional Services</b>		<b>5.90</b>	<b>3,432.00</b>

**EXPENSES**

Internal Expenses: Data, IT Services, Telecom, Supplies, Copies	171.60
<b>Total Expenses</b>	<b>171.60</b>



Jean Kim  
Constantine Cannon LLC  
6 East 43rd Street, 26th Floor  
New York, NY 10017

September 19, 2025  
Client-Project: 010637-103921  
Invoice #: 10028861  
Tax ID: 27-1451273

Via Email: [jkim@constantinecannon.com](mailto:jkim@constantinecannon.com)

**RE: Sidibe et al. v. Sutter Health Settlement Administration**

Services Rendered Through August 31, 2025

Professional Services	\$	8,397.00	USD
Expenses Incurred		419.85	
<b>CURRENT CHARGES</b>	<b>\$</b>	<b>8,816.85</b>	<b>USD</b>

**PAYMENT IS DUE BY October 19, 2025**

Please direct questions regarding this invoice to: Daniel Boada at [dboada@thinkbrg.com](mailto:dboada@thinkbrg.com).

**OTHER OUTSTANDING INVOICES AS OF TODAY**

Invoice # 10022752 - Dated 06/23/2025	1,020.60	Due Date: 07/23/25	<b>PAST DUE</b>
---------------------------------------	----------	--------------------	-----------------

**Please remit wire/ACH payment to:**

Bank Name: PNC BANK, N.A.  
SWIFT: PNCCUS33  
ABA #: 031207607  
Account Name: BERKELEY RESEARCH GROUP, LLC  
Account #: 8026286672  
Reference: 10028861

**Please remit check payment to:**

BERKELEY RESEARCH GROUP, LLC  
PO BOX 676158  
DALLAS, TX 75267-6158

**Please remit express/overnight payment to:**

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC  
LOCKBOX NUMBER 676158  
1200 E CAMPBELL RD, STE 108  
RICHARDSON, TX 75081

Please send remittance advice details to:  
[remitadvice@thinkbrg.com](mailto:remitadvice@thinkbrg.com)

**To:** Jean Kim  
**c/o:** Constantine Cannon LLC  
**RE:** Sidibe et al. v. Sutter Health Settlement Administration

**Page** 2 of 3  
**Invoice #** 10028861  
**Client-Project:** 010637-103921

Services Rendered Through August 31, 2025

**PROFESSIONAL SERVICES**

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
<b>Director</b>			
Daniel Boada	600.00	10.00	6,000.00
Michael Neupert	510.00	4.70	2,397.00
<b>Total Professional Services</b>		<b>14.70</b>	<b>8,397.00</b>

**EXPENSES**

Internal Expenses: Data, IT Services, Telecom, Supplies, Copies	419.85
<b>Total Expenses</b>	<b>419.85</b>

# EXHIBIT D



Revised Ex. C, ECF 1754-1

**Constantine Cannon LLP Expense Report*****Sidibe et al. v Sutter Health******12-cv-4584-LB***

DESCRIPTION	TOTAL CHARGES
Air Travel	\$149,345.92
Class Action Administration	\$2,633,909.03
Conference Call	\$18,943.15
Courier Delivery and Messengers	\$643.34
Court Fees	\$521.00
Hotels	\$235,515.29
Document Production	\$112,113.26
Filing Fees	\$2,724.00
Internet search/Computer Serv.	\$1,327.97
Ground Transportation	\$53,911.19
Research	\$157,218.02
Litigation Support	\$1,008,431.31
Meals	\$38,131.08
Mediation	\$51,850.00
Miscellaneous	\$1,776.36
Document Scanning/Photocopies, Postage, FedEx	\$45,624.90
Service of Papers	\$1,378.28
Supplies	\$11,187.38
Temporary Attorney Service and Outside Counsel	\$1,130,665.03
Transcripts	\$488,770.60
Video Service	\$13,410.63
Jury Consulting/Mock Jury	\$484,179.60
Economist Expert and Research	\$18,474,087.91
Other Experts and Consultants	\$1,962,172.16
Trial Vendors	\$597,207.56
<b>Total Expenses</b>	<b>\$27,675,044.97</b>

Revised Ex. D, ECF 1754-1

***Sidibe et al. v. Sutter Health******12-cv-4854-LB*****Economist Payments - 2017 Through 2025**

<b>Year</b>	<b>Alix Partners</b>	<b>Berkeley Research Group</b>	<b>Matrix Economics</b>	<b>TOTAL</b>
<b>2017</b>	\$0.00	\$941,757.32	\$317,305.69	<b>\$1,259,063.01</b>
<b>2018</b>	\$0.00	\$3,573,624.23	\$778,483.56	<b>\$4,352,107.79</b>
<b>2019</b>	\$0.00	\$2,723,166.55	\$3,710,409.56	<b>\$6,433,576.11</b>
<b>2020</b>	\$117,213.02	\$991,184.84	\$1,047,535.46	<b>\$2,155,933.32</b>
<b>2021</b>	\$393,945.53	\$2,129,700.99	\$0.00	<b>\$2,523,646.52</b>
<b>2022</b>	\$643,912.21	\$614,325.46	\$0.00	<b>\$1,258,237.67</b>
<b>2023</b>	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
<b>2024</b>	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
<b>2025</b>	\$0.00	\$478,082.44	\$0.00	<b>\$491,523.49</b>
<b>TOTAL</b>	<b>\$1,155,070.76</b>	<b>\$11,451,841.83</b>	<b>\$5,853,734.27</b>	<b>\$18,474,087.91</b>

Revised Ex. E, ECF 1754-1

***Class Counsel Lodestar and Expense******Report Sidibe et al. v Sutter Health******12-cv-4584-LB***

<b>Firm</b>	<b>Attorney Hours</b>	<b>Attorney Fees</b>	<b>Costs</b>
Constantine Cannon	70,436.95	\$ 37,954,521.50	\$ 27,675,044.97
Shinder Cantor Lerner	2,017.00	\$ 1,674,765.00	\$ 28,947.49
Steyer Lowenthal Boodrookas Alvarez & Smith	29,417.00	\$ 21,126,650.00	\$ 298,281.58
Farmer Brownstein Jaeger Goldstein Klein & Siegel	13,371.91	\$ 13,013,841.50	\$ 126,257.00
The Mehdi Firm	2,601.35	\$ 1,976,978.00	\$ 11,340.28
Pearson Warshaw	432.60	\$ 432,600.00	\$ 3,911.76
The Manning Law Firm	149.80	\$ 179,760.00	\$ -
Schneider Wallace Cottrell Kim	6,619.00	\$ 2,316,650.00	\$ -
Scott + Scott	4,006.80	\$ 1,402,380.00	\$ 67.25
Keller Grover	3,687.50	\$ 1,290,625.00	\$ 2,271.24
<b>Total</b>	<b>132,739.91</b>	<b>\$ 81,368,771.00 *</b>	<b>\$ 28,146,121.57</b>

\* This figure is based on firms using historical rates. Had 2025 rates been used for all billable hours, the total lodestar for class counsel would be \$97,445,991.

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

DJENEBA SIDIBE, JERRY JANKOWSKI, SUSAN  
HANSEN, DAVID HERMAN, CAROLINE  
STEWART, OPTIMUM GRAPHICS, INC., and  
JOHNSON POOL & SPA, on Behalf of Themselves  
and All Others Similarly Situated,

Plaintiffs,

vs.

SUTTER HEALTH,

Defendant.

Case No. 3:12-cv-4854-LB

**DECLARATION OF JENNIFER  
M. KEOUGH REGARDING  
NOTICE PLAN AND  
SETTLEMENT  
ADMINISTRATION**

I, JENNIFER M. KEOUGH, declare and state as follows:

1. I am the Chief Executive Officer, President and Co-Founder of JND Legal Administration LLC (“JND”). I oversee all facets of our company’s operations, including monitoring and implementing our notice and claims administration programs. This Declaration is based on my personal knowledge as well as upon information provided to me by experienced JND employees, and if called upon to do so, I could and would testify competently thereto.

2. On April 25, 2025, I filed a Declaration Regarding the Settlement Notice Plan for this action (ECF No. 1745-3). On May 22, 2025, this Court approved the notice content and plan for providing notice of the Settlement to members of the Class (ECF No. 1749).

3. I submit this Declaration to describe the implementation of the Settlement Notice Plan.

**SETTLEMENT NOTICE PLAN OVERVIEW**

4. The objective of the Settlement Notice Plan was to provide the best notice practicable, consistent with the methods and tools employed in other court-approved notice programs. The Federal Judicial Center's (FJC) *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* considers a notice plan with a high reach (above 70%) effective.<sup>1</sup>

5. The Settlement Notice Plan, consisted of the following components, as further described in the sections below:

a. Direct notice to all known Class Members for whom a mailing address and/or an email address was available consistent with the process used during the Notice of Pendency;

b. Supplemental digital notice with a two-prong digital approach to reach the various Class Members, including business entities and consumers;

c. Internet search effort;

d. Distribution of a national press release in English and Spanish;

e. Settlement Website with information about the Settlement, as well as copies of relevant case documentation, including but not limited to, the Settlement Agreement and the Long Form Notice and Claim Form in both English and Spanish;

f. Settlement toll-free number, email address, and post office box through which Class Members may obtain more information about the Settlement and request that the Long Form Notice and/or Claim Form be sent to them.

---

<sup>1</sup> Reach is the percentage of a specific population group exposed to a media vehicle or a combination of media vehicles containing a notice at least once over the course of a campaign. Reach factors out duplication, representing total different/net persons.

6. Based on my experience in developing and implementing class notice programs, I believe the Settlement Notice Plan as implemented provided the best notice practicable given the circumstances.

7. Each component of the Settlement Notice Plan as implemented is described in more detail in the sections below.

### **DIRECT NOTICE**

8. **Class Data.** JND has stored the Class data for this matter in a secure case-specific database. JND employs appropriate administrative, technical and physical controls designed to ensure the confidentiality and protection of Class Member data, as well as to reduce the risk of loss, misuse, or unauthorized access, disclosure, or modification of Class Member data.

9. **Postcard Notice.** Prior to mailing notice, JND staff performed advanced address research using skip trace databases and the United States Postal Service (“USPS”) National Change of Address (“NCOA”) database<sup>2</sup> to update addresses. The direct mail notice campaign commenced on June 2, 2025 and was completed on June 24, 2025. A Postcard Notice was sent to 6,624,714 Class Members for whom a postal address was available. As of the date of this declaration, JND has received 457,143 Postcard Notices returned as undeliverable, of which JND has re-mailed 39,244 to forwarding addresses provided by the USPS.

10. The Postcard Notice provided the Settlement Website URL as well as a QR code that directly linked to the Settlement Website. Class Members were directed to visit the Settlement Website to get more information and submit their claim.

11. The Postcard Notice as sent is attached as **Exhibit A.**

12. **Email Notice.** The email notice effort commenced on June 2, 2025 and was completed on June 28, 2025. The Email Notice also contained links to the Settlement Website and directed the

---

<sup>2</sup> The NCOA database is the official USPS technology product which makes changes of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream.

Class Member to visit the website to get more information and submit their claim. As of June 28, 2025, JND sent a total of 1,994,468 Email Notices, of which 174,286 bounced back as not deliverable.

13. The Email Notice as sent is attached as **Exhibit B**.

14. **Reminder Emails**: JND effectuated three email campaigns to Class Members to remind them to file a claim. One Reminder Email was sent to Class Members with valid email addresses who had logged in but did not complete their claim. The second Reminder Email was sent to Class Members with valid email addresses who had not logged in and had not completed a claim. The third Reminder Email was sent to Class Members who received a Postcard Notice but did not have valid email addresses, so advanced email address research was conducted to find valid email addresses for the recipients. The copies of the Reminder Emails are attached as **Exhibit C**.

#### **SUPPLEMENTAL DIGITAL NOTICE**

15. JND supplemented the direct notice effort with a two-pronged digital approach to reach the various Class Members, including business entities and consumers.

16. An array of digital platforms was used, including top social media sites (LinkedIn, Facebook, Instagram); programmatic advertising (through OMTrade Desk); the largest HR trade association site (SHRM.org); the leading digital network (Google Display Network or “GDN”); and Demand Gen - an AI-powered, visually focused advertising effort.

17. **Digital Notice to Business Entities**. A total of **1,885,534 digital impressions<sup>3</sup>** were served to the human resources industry from June 2, 2025 through July 13, 2025. The effort delivered 385,534 impressions *more* than originally planned.

18. The LinkedIn effort targeted adults 35 years of age or older (Adults 35+) in Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn,

---

<sup>3</sup> Impressions or Exposures are the total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. Impressions are a gross or cumulative number that may include the same person more than once. As a result, impressions can and often do exceed the population size.

1  
2 Humboldt, Lake, Lassen, Marin, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas,  
3 Sacramento, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano,  
4 Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo or Yuba (the “Affected Counties”)  
5 who had shown interest in health insurance and/or had job titles of Benefits Manager, Benefits  
6 Specialist, Director of Benefits, Human Resource Manager, Human Resource Benefits.

7 19. Programmatic advertising placements targeted Adults 35+ in the Affected Counties  
8 who are HR Managers, work in human resources, or HR benefits, payroll and benefit management.

9 20. Activity with the trade platform SHRM (Society for Human Resource Management)  
10 included a June 10, 2025 placement in their monthly human resources eNewsletter reaching HR  
11 personnel, and banner advertisements on SHRM.org in the HR topic areas. All activity was geo-  
12 targeted to the state of California.

13 21. **Digital Notice to Consumers.** A total of **13,461,509 digital impressions** were  
14 served from June 2, 2025 through July 13, 2025 to Adults 35+ in the Affected Counties. The effort  
15 delivered 461,509 impressions *more* than originally planned. Focused targeting was also included.

16 22. The Facebook/Instagram effort focused on those with interests in insurance policy  
17 or insurance.

18 23. The GDN and Demand Gen efforts focused on those who (1) Google searched  
19 keywords such as Aetna health insurance, United Healthcare coverage, Sutter Health class action,  
20 United Healthcare premium, Aetna health premium, Sutter Health litigation, Anthem Blue Cross  
21 premium, Anthem Blue Cross insurance, Blue Shield health insurance, United Healthcare  
22 insurance, Health Net; (2) browsed websites similar to [www.aetna.com](http://www.aetna.com), [www.uhc.com](http://www.uhc.com),  
23 [www.blueshieldsca.com](http://www.blueshieldsca.com), [www.anthem.com/ca](http://www.anthem.com/ca), [www.healthnet.com](http://www.healthnet.com); or (3) used apps similar to  
24 Aetna Health, United Healthcare, Blue Shield of California, Sydney Health, My Health Net CA.  
25 Demand Gen activity included visually appealing, multi-format placements across Google’s  
26 platforms YouTube, Gmail and Discover.



24. Programmatic advertising placements focused on users who were likely to have Aetna, Anthem, Blue Cross/Blue Shield, Health Net Insurance, or United Healthcare as their provider, or were policy holders, or users with employer health insurance.

25. Multiple targeting strategies were used, including the following techniques: (1) *Audience Targeting* which optimized efforts based on demographics, behavior, and interests of potential Class Members; (2) *Contextual Targeting* which is the practice of displaying a digital ad based on a website's content; (3) *Geotargeting* which optimized efforts based on the location of potential Class Members; (4) *Keyword Targeting* which was based on users search queries, recent social media posts or engagement with websites or posts that feature specific keywords; (5) *Machine Learning* which was used across all digital media platforms in order to optimize in real time based on placements, times of day and sub-targets within the larger demo and geo target that were likely to drive claim form submissions; and (6) *Predictive Targeting* (GDN only) which used multiple data points (search queries, sites visited, and digital behavior trends) to make inferences regarding future behavior/performance for a given campaign.

26. The digital activity was served across all devices (desktop, laptop, tablet and mobile), with a heavy emphasis on mobile devices. The digital ads linked directly to the Settlement Website, where Class Members were able to access more information about the Settlement, including the Long Form Notice, as well as file a claim electronically.

27. Screenshots of the digital ads as they appeared across the various platforms are attached as **Exhibit D**,

#### **INTERNET SEARCH CAMPAIGN**

28. From June 2, 2025 through July 13, 2025, a total of 19,241 additional impressions were served through an internet search campaign. When purchased keywords/phrases related to the Settlement (e.g., content on the Settlement Website landing page) were searched, a paid Responsive Search Ad ("RSA") with a hyperlink to the Settlement Website would sometimes appear on the

1  
2 search engine results page. When the RSA was clicked on, the visitor was redirected to the Settlement  
3 Website where they could get more information about the Settlement. The search effort was  
4 monitored and optimized for keywords/phrases that resulted in the best click-throughs/conversions.

5 29. Screenshots of the RSAs as they appeared online are attached as **Exhibit E**.

#### 6 **PRESS RELEASE**

7 30. On June 3, 2025, a press release was distributed to approximately 6,000 media  
8 outlets (English and Spanish) nationwide to extend notice to Class Members wherever they may  
9 now reside. The press release was picked up 334 times with a potential audience of 139.7 million.

10 31. A press release was re-distributed on July 8, 2025 to regional outlets in California  
11 and was picked up 148 times, including coverage in the San Francisco Chronicle, the Desert Sun  
12 Palm Springs, Yahoo News, and KTVU Fox 2, with a potential audience of 13.5 million. The Press  
13 Release as distributed is attached as **Exhibit F**.

#### 14 **SETTLEMENT WEBSITE**

15 32. On June 2, 2025, JND updated the informational and interactive, case-specific  
16 website, [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com), with information about the Settlement. The  
17 website has an easy-to-navigate design and is formatted to emphasize important information and  
18 deadlines. The updated website includes a page with answers to frequently asked questions,  
19 contact information, key dates, and links to important case documents including the Long Form  
20 Notice in English and Spanish and the Settlement Agreement. The updated website also includes  
21 information on how potential Class Members can object to the Settlement if they choose. The  
22 Settlement Website address is prominently displayed in all printed notice documents, and  
23 accessible through the email and digital notices, as well as the Postcard Notice QR Code.

24 33. The Settlement Website features an online claim form. JND worked with Counsel  
25 to design the online claims submission process to be streamlined and efficient for Class Members.  
26

1  
2 Additionally, a Claim Form is posted on the Settlement Website for download for Class Members  
3 who prefer to submit a Claim Form by mail.

4 34. The Long Form Notice as posted in both English and Spanish is attached as  
5 **Exhibit G**. The Claim Form as posted in English and Spanish is attached as **Exhibit H**.

6 35. The Settlement Website is ADA-compliant and optimized for mobile visitors so  
7 that information loads quickly on mobile devices. It is designed to maximize search engine  
8 optimization through Google and other search engines.

9 36. As of September 25, 2025, the Settlement Website has tracked a total of 1,657,296  
10 unique visitors who registered 3,855,188 page views. JND will continue to update and maintain  
11 the Settlement Website throughout the administration process.

12 **TOLL-FREE NUMBER, EMAIL, AND P.O. BOX**

13 37. On June 2, 2025, JND updated the 24-hour, toll-free telephone line (1-833-961-  
14 3465) for this matter. Callers may obtain information about the Settlement in English and Spanish,  
15 with English and Spanish-speaking call center associates available to answer questions during  
16 business hours. As of September 25, 2025, JND has received 25,345 calls to the toll-free line, of  
17 which 8,930 have spoken with a live operator.

18 38. JND maintained the case email address,  
19 info@SutterHealthPremiumLawsuit.com, to receive and respond to potential Class Member  
20 inquiries. As of September 25, 2025, JND has received 6,169 emails to this email inbox.

21 39. JND has also established a dedicated post office box to receive Class Member  
22 correspondence and paper Claim Forms.

23 **CLAIMS RECEIVED**

24 40. As of September 25, 2025, JND has received 206,546 claims, of which 204,833  
25 were submitted electronically online and 1,713 were submitted via mail.

26

41. JND will continue to receive and process Claim Form submissions and will continue to report to Counsel on the status of the claim intake and review. The claim filing deadline for Class Members was September 12, 2025.

### **OBJECTIONS**

42. The notices informed recipients that any Class Member who wanted to object to the Settlement could do so by submitting a written statement no later than August 28, 2025. As of the date of this declaration, JND has received or is otherwise aware of two (2) objections. JND has learned that one of the objections has been withdrawn.

### **NOTICE DESIGN AND CONTENT**

43. All notice documents were written in plain language and are consistent with documents other courts have determined comply with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and any other applicable statute, law or rule. Based on my experience designing class notice programs, in my opinion, the notice documents complied with these requirements, as well as the FJC's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*.

44. The notice documents contained plain and easy-to-read summaries of the Settlement and the options available to Class Members. Additionally, the notice documents provided instructions on how to obtain more information about the Settlement.

45. To the extent that some Class Members may speak Spanish as their primary language, the notice documents included a subheading in Spanish at the top directing Spanish speaking Class Members to call a designated toll-free number or visit the Settlement Website to obtain a copy of the Long Form Notice in Spanish.

### **REACH**

46. The direct notice effort alone reached 94.6% of Class Members. The supplemental digital effort, internet search campaign, and press release extended reach significantly more. As a

1  
2 result, the reach met that of other court approved programs and exceeded the 70% or above reach  
3 standard set forth by the FJC.

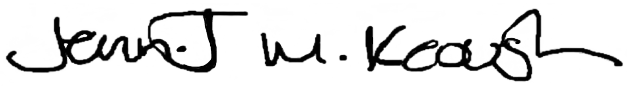
4 **ESTIMATED COSTS**

5 47. JND has expended over \$4 million in effectuating Settlement notice (which includes  
6 over \$2.5 million in postage) and anticipates the claims administration and distribution will cost  
7 over \$6 million. The remaining items required to complete administration include but are not  
8 limited to: continuing to respond to class members via email and telephone; claims review;  
9 supporting documentation review; claims adjudication; preparation and issuance of deficiency  
10 letters; calculation of premium percentages; preparation of notice of premium allocation letters;  
11 development of online premium allocation portal; intake and review of premium allocation  
12 challenges; recalculation of premium percentages; initial benefit distribution; and residual benefit  
13 distribution.

14 **CONCLUSION**

15 48. In my opinion, the Settlement Notice Plan as implemented provided the best notice  
16 practicable under the circumstances and is consistent with other similar court-approved best notice  
17 practicable notice programs. The Notice Plan reached as many Class Members as possible and  
18 provided them with the opportunity to review a plain language notice with the ability to easily take  
19 the next step and learn more about the Settlement. I declare under the penalty of perjury pursuant  
20 to the laws of the United States of America that the foregoing is true and correct.

21  
22 Executed on September 25, 2025 at Seattle, Washington.

23  
24 

25 JENNIFER M. KEOUGH

# EXHIBIT A

A federal court authorized this Notice.  
It is not a solicitation.

**If you paid for health insurance from Aetna, Anthem Blue Cross, Blue Shield of California, Health Net or United Healthcare, you could get a payment in a \$228.5 million class action settlement**

*Para una notificación en español, visite  
SutterHealthPremiumLawsuit.com*

**Learn more and file a claim at:**  
www.SutterHealthPremiumLawsuit.com  
or Call 1-833-961-3465

Sutter Health Premium Overpayment Settlement  
c/o JND Legal Administration  
P.O. BOX 91350  
Seattle, WA 98111



«MailingBarcode»

Postal Service: Please do not mark barcode

«Full\_Name»

«CF\_ADDRESS\_1»

«CF\_ADDRESS\_2»

«CF\_CITY», «CF\_STATE» «CF\_ZIP»

«CF\_COUNTRY»

### What are my other options?

Class Members were previously given the opportunity to be excluded or “opt-out” from the Class.

- **If you didn't ask to be excluded from the Class**, you are a Class Member. You are bound by the Settlement and don't have an option to seek exclusion at this time. You have the right to file a claim and the right to object to the Settlement. For details on how to object, go to SutterHealthPremiumLawsuit.com. You can also call 1-833-961-3465. Objections must be postmarked by **August 28, 2025**.
- **If you asked to be excluded from the Class by the opt-out deadline of March 8, 2021**, then you aren't a Class Member. You don't have the right to file a claim or to object to the Settlement.

### The Fairness Hearing.

The Court will hold a Fairness Hearing on **November 6, 2025**, to consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide whether to approve attorneys' fees, legal expenses, administrative costs, and service award payments, which will be paid from the Settlement Fund. If there are objections, the Court will consider them. The Court cannot alter the terms of the Settlement. If the Court denies approval, no Settlement payments will be sent. If you wish, you may ask to appear at the Fairness Hearing, on your own behalf or through your counsel. The Court has appointed Class Counsel to represent you and the other Class Members. The date and time of the hearing may change. Check SutterHealthPremiumLawsuit.com for updates.

### Questions?

Visit SutterHealthPremiumLawsuit.com; Email info@SutterHealthPremiumLawsuit.com; Call 1-833-961-3465; Write Sutter Health Premium Overpayment Settlement, c/o JND Legal Administration, P.O. Box 91350, Seattle, WA 98111; or Access the Settlement Agreement and publicly filed documents for a fee through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>. Court documents may also be examined and copied at any time during regular office hours at the office of the Clerk of the Court, United States District Court for the Northern District of California, San Francisco Division, 450 Golden Gate Avenue, San Francisco, CA 94102-3489.



**Please Do Not Contact The Court Regarding This Notice**

Plaintiffs claim that Sutter Health broke the law by including unfair terms in its contracts with insurance plans. Plaintiffs claim that these terms caused insurance plans in certain parts of Northern California to overpay for hospital services, which resulted in higher premiums for individuals and businesses. Sutter Health denies any wrongdoing. The Court didn't decide who is right. Instead, the parties agreed to a settlement to avoid more litigation.

Am I included in the Settlement?

You may be eligible to receive a payment if all these statements are true:

- You paid premiums for a fully-insured health plan from Aetna, Anthem, Blue Shield, Health Net or United Healthcare.
- You paid these premiums sometime between January 1, 2011, and March 8, 2021.
- While paying these premiums, you lived or worked in one of these counties OR you were an employer with an office in one of these counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, or Yuba.

For more details about who is eligible visit [SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com).

What can I get from the Settlement?

If the Settlement is approved, Class Members who file a valid claim by **September 12, 2025** may get a cash payment. The Settlement creates a **\$228.5 million** Settlement Fund. After payment for the cost to administer the Settlement, attorneys' fees (not to exceed 33% of the Settlement Fund), reimbursement of litigation expenses, and service award payments to Plaintiffs in an amount not to exceed \$20,000 for the three Plaintiffs who testified at trial and \$15,000 for the other three Plaintiffs, the remaining Settlement Fund will be distributed to eligible Class Members pursuant to the Plan of Distribution. Details are in the Settlement Agreement, the Class Notice, and the Plan of Distribution available at [SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com).

How do I submit a claim for a payment?

To request a payment, submit a claim online at [SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com) or mail your claim to Sutter Health Premium Overpayment Settlement, c/o JND Legal Administration, P.O. Box 91350, Seattle, WA 98111. Your claim must be submitted online or postmarked no later than **September 12, 2025**. You can get a printed claim form at [SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com) or by calling 1-833-961-3465.

USE THIS NUMBER TO FILE A CLAIM	YOUR UNIQUE ID:	«NameNumber»
---------------------------------	-----------------	--------------

Carefully separate this Address Change Form at the perforation

Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

Place  
Stamp  
Here

Sutter Health Premium Overpayment Settlement  
c/o JND Legal Administration  
P.O. BOX 91350  
Seattle, WA 98111



# EXHIBIT B

**From:** Sutter Health Settlement Administrator <info@sutterhealthpremiumlawsuit.com>  
**Sent:** Friday, June 27, 2025 10:58 PM  
**To:** [REDACTED]  
**Subject:** Sutter Health Premium Overpayment Settlement

[Vea esta información en español](#)

If you paid for health insurance from Aetna, Anthem Blue Cross, Blue Shield of California, Health Net or United Healthcare, you could get a payment in a \$228.5 million class action settlement

**Learn more and file a claim at:**  
[www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com)

USE THIS NUMBER TO FILE A CLAIM

YOUR UNIQUE ID:

TESTID0468

We are writing to you because you may be affected by a class action settlement in *Sidibe, et al. v Sutter Health*. A federal court authorized this email. It is not a solicitation.

### What is this lawsuit about?

The Plaintiffs claim that Sutter Health broke the law by including unfair terms in its contracts with insurance plans. The Plaintiffs claim that these terms caused insurance plans in certain parts of Northern California to overpay for hospital services, which resulted in higher premiums for individuals and businesses. Sutter Health denies any wrongdoing. The Court didn't decide who is right. Instead, the parties agreed to a settlement to avoid more litigation.

### Am I included in the Settlement?

You may be eligible to receive a payment if **all** these statements are true:

- You paid premiums for a fully-insured health plan from Aetna, Anthem, Blue Shield, Health Net or United Healthcare.
- You paid these premiums sometime between January 1, 2011, and March 8, 2021.
- While paying these premiums, you lived or worked in one of these counties OR you were an employer with an office in one of these counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, or Yuba.

For more details about who is eligible visit [SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com).

### What can I get from the Settlement?

If the Settlement is approved, Class Members who file a valid claim by **September 12, 2025** may get a cash payment.

The Settlement creates a **\$228.5 million** Settlement Fund. After payment for the cost to administer the Settlement, attorneys' fees (not to exceed 33% of the Settlement Fund), reimbursement of litigation expenses, and service award payments to Plaintiffs in an amount not to exceed \$20,000 for the three Plaintiffs who testified at trial and \$15,000 for the other three Plaintiffs, the remaining Settlement Fund will be distributed to eligible Class Members pursuant to the Plan of Distribution. Details are in the Settlement Agreement, the Class Notice, and the Plan of Distribution available at [SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com).

### How do I request a payment?

To request a payment, submit a claim online at [SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com) or mail your claim to Sutter Health Premium Overpayment Settlement, c/o JND Legal Administration, P.O. Box 91350, Seattle, WA 98111. Your claim must be submitted online or postmarked no later than **September 12, 2025**.

You can get a printed claim form at [SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com) or by calling [1-833-961-3465](tel:1-833-961-3465).

**FILE A CLAIM**

**What are my other options?**

Class Members were previously given the opportunity to be excluded or “opt-out” from the Class.

**If you didn’t ask to be excluded from the Class**, you are a Class Member. You are bound by the Settlement and don’t have an option to seek exclusion at this time. You have the right to file a claim and the right to object to the Settlement. For details on how to object, go to [SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com). You can also call [1-833-961-3465](tel:1-833-961-3465). Objections must be postmarked by **August 28, 2025**.

**If you asked to be excluded from the Class by the opt-out deadline of March 8, 2021**, then you aren’t a Class Member. You don’t have the right to file a claim or to object to the Settlement.

**The Fairness Hearing**

The Court will hold a Fairness Hearing on **November 6, 2025**, to consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide whether to approve attorneys’ fees, legal expenses, administrative costs, and service award payments, which will be paid from the Settlement Fund. If there are objections, the Court will consider them. The Court cannot alter the terms of the Settlement. If the Court denies approval, no Settlement payments will be sent.

If you wish, you may ask to appear at the Fairness Hearing, on your own behalf or through your counsel. The Court has appointed Class Counsel to represent you and the other Class Members.

The date and time of the hearing may change. Check [SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com) for updates.

**Please Do Not Co**

**The Court Regarding This  
ce**

**Questions?**



Visit [SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com)



Email [info@SutterHealthPremiumLawsuit.com](mailto:info@SutterHealthPremiumLawsuit.com)



Call [1-833-961-3465](tel:1-833-961-3465)



Write Sutter Health Premium Overpayment Settlement, c/o JND Legal Administration, P.O. Box 91350, Seattle, WA 98111



Access the Settlement Agreement and publicly filed documents for a fee through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>



Court documents may also be examined and copied at any time during regular office hours at the office of the Clerk of the Court, United States District Court for the Northern District of California, San Francisco Division, 450 Golden Gate Avenue, San Francisco, CA 94102-3489

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

# EXHIBIT C

**From:** Sutter Health Settlement Administrator <info@sutterhealthpremiumlawsuit.com>  
**Sent:** Tuesday, August 19, 2025 9:51 AM  
**To:** [REDACTED]  
**Subject:** Do you need claim assistance?



TIME IS RUNNING OUT.  
**FILE YOUR CLAIM BY Sept. 12, 2025**

**Did you pay for health insurance in California?**

You could get a payment.

USE THIS NUMBER TO <a href="#">FILE A CLAIM</a>	
<b>Your Unique ID</b>	<b>TESTID0481</b>

You are receiving this email because you visited the Settlement website but didn't complete a claim in the Sutter Health Premium Overpayment Settlement. Please let us know if you need assistance with your claim by replying to this email or calling us toll-free at [1-833-961-3465](tel:1-833-961-3465).

[Filing a claim](#) is quick and easy. Even if you don't remember all the details about your insurance plan, you can file a claim. We will reach out if we need additional information.

To [submit a claim](#), please click the link below.

**FILE A CLAIM**

You must submit a valid claim online at [SutterHealthPremiumLawsuit.com](https://SutterHealthPremiumLawsuit.com) or postmarked by mail no later than **September 12, 2025**. You can get additional information about the Settlement and download a Claim Form at [SutterHealthPremiumLawsuit.com](https://SutterHealthPremiumLawsuit.com). If you have already filed a claim, please disregard this reminder.

Questions? Please call [1-833-961-3465](tel:1-833-961-3465) or  
Visit [SutterHealthPremiumLawsuit.com](https://SutterHealthPremiumLawsuit.com)

To unsubscribe, please click on the following link: [unsubscribe](#)

**From:** Sutter Health Settlement Administrator <info@sutterhealthpremiumlawsuit.com>  
**Sent:** Saturday, August 23, 2025 10:23 PM  
**To:** [REDACTED]  
**Subject:** Deadline Near: File a claim for payment in the Sutter Health Settlement



TIME IS RUNNING OUT.  
**FILE YOUR CLAIM BY Sept. 12, 2025**

**Did you pay for health insurance in California?**

You could get a payment.

USE THIS NUMBER TO <a href="#">FILE A CLAIM</a>	
<b>Your Unique ID</b>	<b>TESTID0481</b>

You are receiving this notice because you haven't submitted a claim in the Sutter Health Premium Overpayment Settlement.

[Filing a claim](#) is quick and easy – it should only take a few minutes and requires only basic information. To [submit a claim](#), please click the link below.

**FILE A CLAIM**

You must submit a valid claim online at [SutterHealthPremiumLawsuit.com](https://SutterHealthPremiumLawsuit.com) or postmarked by mail no later than **September 12, 2025**. You can get additional information about the Settlement and download a Claim Form at [SutterHealthPremiumLawsuit.com](https://SutterHealthPremiumLawsuit.com). If you have already filed a claim, please disregard this reminder.

Questions? Please call [1-833-961-3465](tel:1-833-961-3465) or  
Visit [SutterHealthPremiumLawsuit.com](https://SutterHealthPremiumLawsuit.com)

To unsubscribe, please click on the following link: [unsubscribe](#)



**From:** info@sutterhealthpremiumlawsuit.com on behalf of Sutter Health Settlement Administrator <info@sutterhealthpremiumlawsuit.com>  
**Sent:** Tuesday, August 26, 2025 11:31 AM  
**To:** [REDACTED]  
**Subject:** Deadline Near: File a claim for payment in the Sutter Health Settlement



TIME IS RUNNING OUT.  
**FILE YOUR CLAIM BY Sept. 12, 2025**

**Did you pay for health insurance in California?**

You could get a payment.

You are receiving this notice because you haven't submitted a claim in the Sutter Health Premium Overpayment Settlement. In June 2025, we sent you a postcard advising you of the Settlement and providing you with a Unique ID. If you don't have a Unique ID, and believe you are a Class Member, you can still file a claim. Simply leave the Unique ID field blank and click the green "next" button.

[Filing a claim](#) is quick and easy – it should only take a few minutes and requires only basic information. To [submit a claim](#), please click the link below.

**FILE A CLAIM**

You must submit a valid claim online at [SutterHealthPremiumLawsuit.com](https://SutterHealthPremiumLawsuit.com) or postmarked by mail no later than **September 12, 2025**. You can get additional information about the Settlement and download a Claim Form at [SutterHealthPremiumLawsuit.com](https://SutterHealthPremiumLawsuit.com). If you have already filed a claim, please disregard this reminder.

Questions? Please call [1-833-961-3465](tel:1-833-961-3465) or  
Visit [SutterHealthPremiumLawsuit.com](https://SutterHealthPremiumLawsuit.com)

To unsubscribe, please click on the following link: [unsubscribe](#)

# EXHIBIT D



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Messaging



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me



For Business



Advertise

wealth from your portfolio. <https://lnkd.in/ggj6UCDT>



When Will You Be Able to Stop Working?

6,987 submits

[Download](#)

1,184

4 reposts



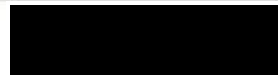
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Comments have been turned off on this post. You can still react or share it.



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**CA Insurance Settlement**

Individuals & entities who paid health insurance premiums may file a claim



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Place ads on LinkedIn. Acquire new customers for your business. Try it now.



**Invitation from LinkedIn**

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**Class Action Lawsuits**  
25 followers  
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Individuals & entities who paid health insurance premiums may file a claim

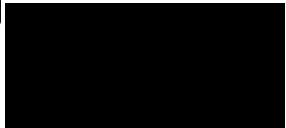
**LEGAL NOTICE**  
**Did you pay health insurance premiums in California?**  
Individuals and entities may be eligible for a payment. **\$228.5M Settlement.**  
**FILE A CLAIM**



**California Health Insurance Settlement**  
[sutterhealthpremiumlawsuit.com](http://sutterhealthpremiumlawsuit.com) [Learn more](#)

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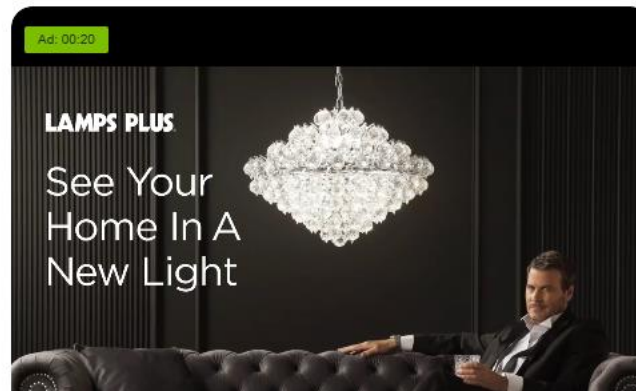
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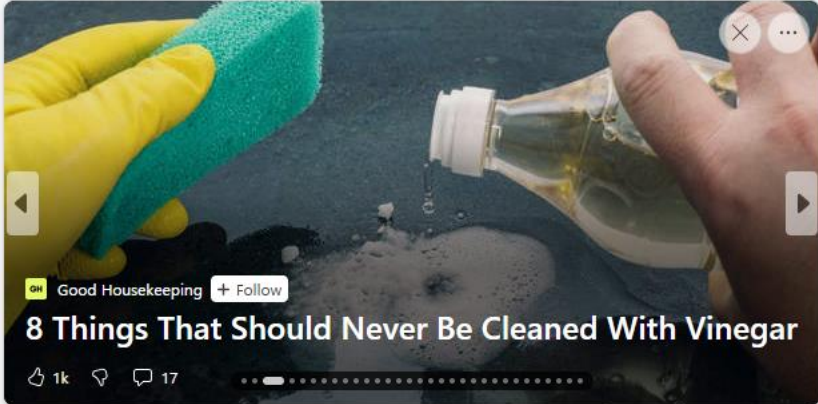
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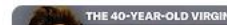
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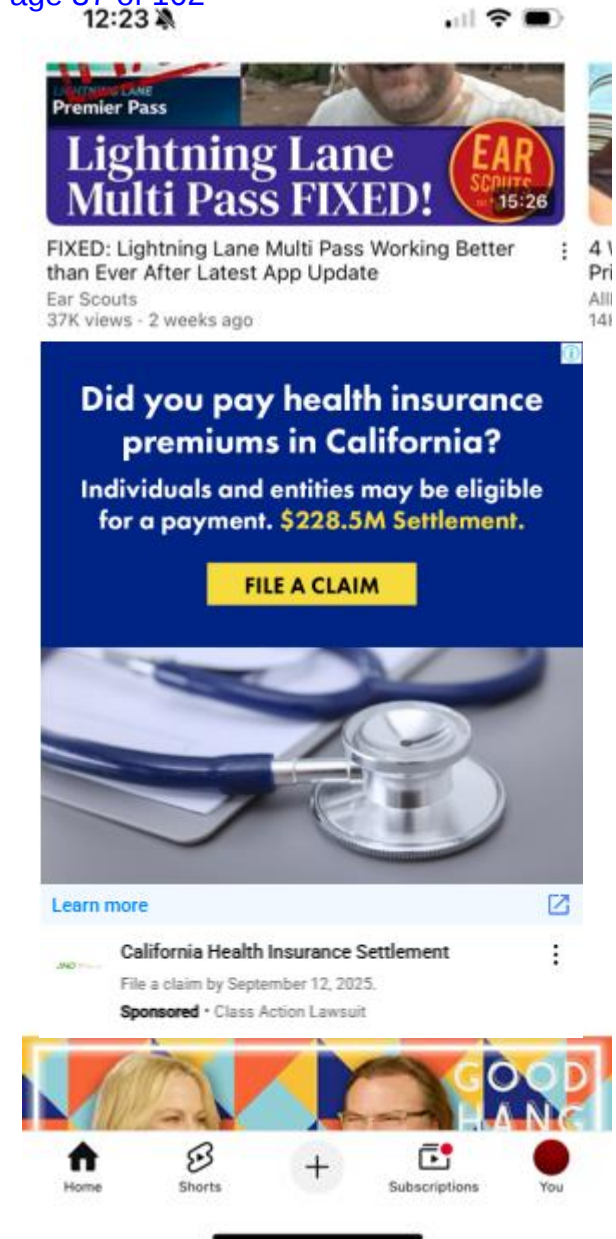
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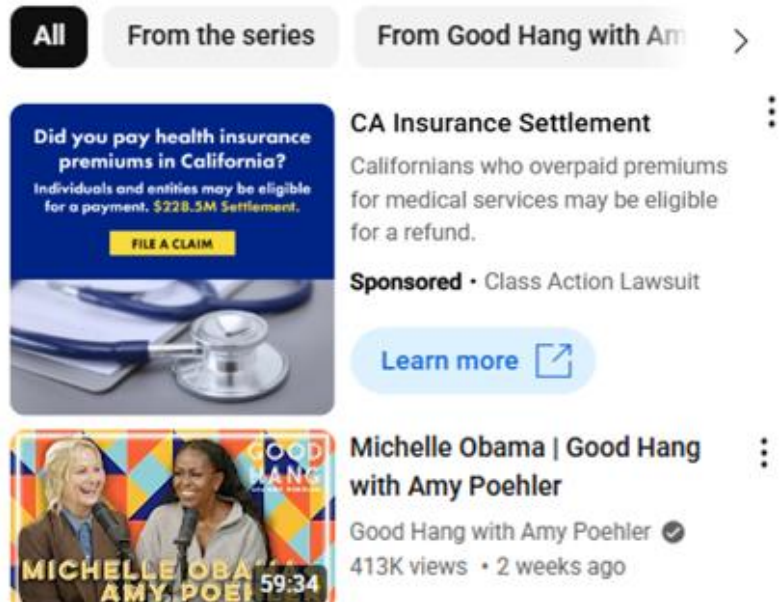
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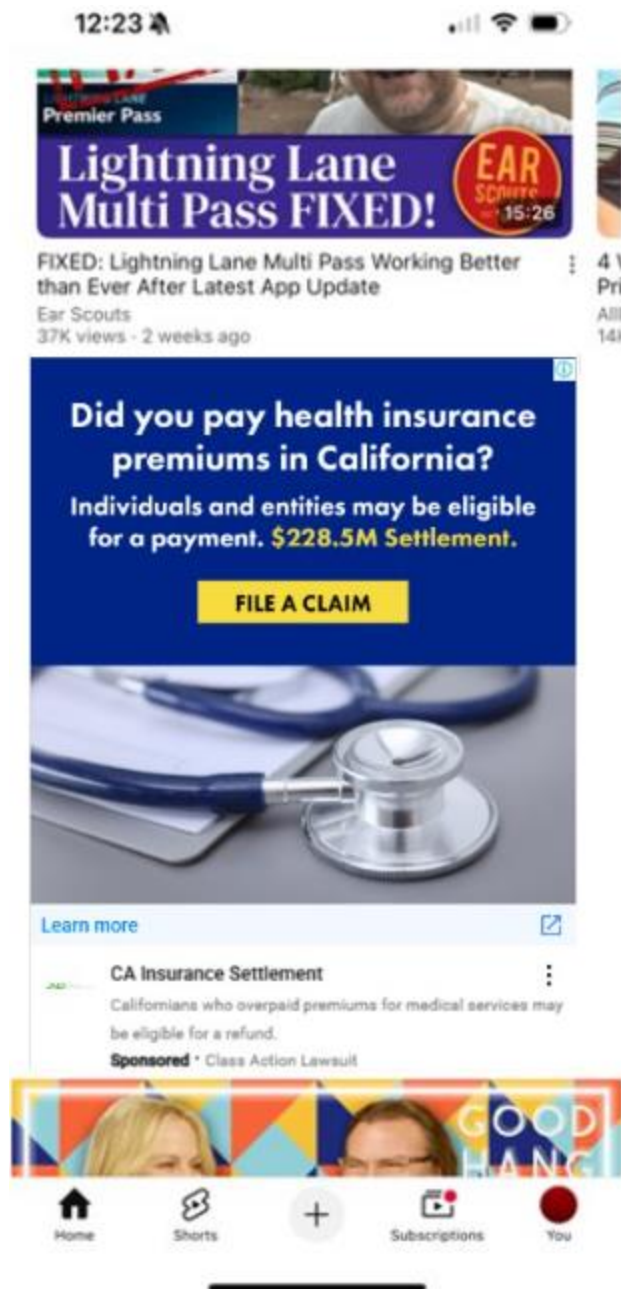
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Apr 25, 2025 — Sutter Health has agreed to pay about \$230 million to settle a federal class-action

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### CA Insurance Settlement - File a claim now - Affects California Customers

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If you lived or worked in Northern California and paid any portion of premiums for health insurance from Aetna, Anthem Blue Cross, Blue Shield of California, Health Net or United Healthcare at any time from January 1, 2011 through March 8, 2021, you may be eligible for a payment in a \$228.5 million class action settlement

USA - English ▼

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NEWS PROVIDED BY  
**JND Legal Administration →**  
Jun 03, 2025, 09:09 ET

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SEATTLE, June 3, 2025 /PRNewswire/ -- **JND Legal Administration**

A proposed settlement has been reached in a class action lawsuit called *Sidibe, et al. v. Sutter Health*, No. 3:12-cv-4854-LB (N.D. Cal.).

**What is the lawsuit about?** The Plaintiffs claim that Sutter Health broke the law by including unfair terms in its contracts with insurance plans. The Plaintiffs claim that these terms caused insurance plans in certain parts of Northern California to overpay for hospital services, which resulted in higher premiums for



individuals and businesses. Sutter Health denies any wrongdoing. The Court didn't decide who is right. Instead, the parties agreed to a settlement to avoid more litigation.

**Am I included in the Settlement?** You may be eligible to receive a payment if all these statements are true:

- You paid premiums for a fully-insured health plan from Aetna, Anthem, Blue Shield, Health Net or United Healthcare.
- You paid these premiums sometime between January 1, 2011, and March 8, 2021.
- While paying these premiums, you lived or worked in one of these California counties OR you were an employer with an office in one of these California counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, or Yuba.

For more details about who is eligible visit **[SutterHealthPremiumLawsuit.com](https://SutterHealthPremiumLawsuit.com)**.

**What can I get from the Settlement?** Class Members who file a valid claim by **September 12, 2025** may get a cash payment.

If the Settlement is approved, Class Members who file a valid claim by **September 12, 2025** may get a cash payment. The Settlement creates a **\$228.5 million** Settlement Fund. After payment for the cost to administer the Settlement, attorneys' fees (not to exceed 33% of the Settlement Fund), reimbursement of litigation expenses, and service award payments to Plaintiffs in an amount not to exceed \$20,000 for the three Plaintiffs who testified at trial and \$15,000 for the other three Plaintiffs, the remaining Settlement Fund will be distributed to eligible Class Members pursuant to the Plan of Distribution. Details are in the Settlement Agreement, the Class Notice, and the Plan of Distribution available at **[SutterHealthPremiumLawsuit.com](https://SutterHealthPremiumLawsuit.com)**.

**How do I request a payment?** To request a payment, submit a claim online at

**SutterHealthPremiumLawsuit.com** or mail your claim to Sutter Health Premium Overpayment Settlement, c/o JND Legal Administration, P.O. Box 91350, Seattle, WA 98111. Your claim must be submitted online or postmarked no later than **September 12, 2025**.

You can get a printed claim form at **SutterHealthPremiumLawsuit.com** or by calling 1-833-961-3465.

**What are my other options?** Class Members were previously given the opportunity to be excluded or "opt-out" from the Class.

- **If you didn't ask to be excluded from the Class**, you are a Class Member. You are bound by the Settlement and don't have an option to seek exclusion at this time. You have the right to file a claim and the right to object to the Settlement. For details on how to object, go to SutterHealthPremiumLawsuit.com. You can also call 1-833-961-3465. Objections must be postmarked by **August 28, 2025**.
- **If you asked to be excluded from the Class by the opt-out deadline of March 8, 2021**, then you aren't a Class Member. You don't have the right to file a claim or to object to the Settlement.

**The Fairness Hearing.** The Court will hold a Fairness Hearing on November 6, 2025 to consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide whether to approve attorneys' fees, legal expenses, administrative costs, and service award payments, which will be paid from the Settlement Fund. If there are objections, the Court will consider them. The Court cannot alter the terms of the Settlement without the consent of the parties. If the Court denies approval, no Settlement payments will be sent.

If you wish, you may ask to appear at the Fairness Hearing, on your own behalf or through your counsel. The Court has appointed Class Counsel to represent you and the other Class Members.

The date and time of the hearing may change. Check **SutterHealthPremiumLawsuit.com** for updates.

**Questions?**

- Visit [SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com)
- Email [info@SutterHealthPremiumLawsuit.com](mailto:info@SutterHealthPremiumLawsuit.com)
- Call 1-833-961-3465
- Write Sutter Health Premium Overpayment Settlement, c/o JND Legal Administration, P.O. Box 91350, Seattle, WA 98111
- Access the Settlement Agreement and publicly filed documents for a fee through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>

Court documents may also be examined and copied at any time during regular office hours at the office of the Clerk of the Court, United States District Court for the Northern District of California, San Francisco Division, 450 Golden Gate Avenue, San Francisco, CA 94102-3489.

SOURCE JND Legal Administration



Si vivió o trabajó en el norte de California y pagó cualquier parte de las primas del seguro médico de Aetna, Anthem Blue Cross, Blue Shield of California, Health Net o United Healthcare en cualquier momento desde el 1 de enero de 2011 hasta el 8 de marzo de 2021, puede ser elegible para un pago en un acuerdo de demanda colectiva de \$ 228.5 millones

USA - español ▼

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NEWS PROVIDED BY  
**JND Legal Administration** →  
Jun 03, 2025, 09:09 ET

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SEATTLE, 3 de junio de 2025 /PRNewswire-HISPANIC PR WIRE/ -- **JND Legal Administration**

Se ha llegado a un acuerdo propuesto en una demanda colectiva llamada *Sidibe, et al. v. Sutter Health*, n.º 3:12-cv-4854-LB (S.F. Cal.).

**¿De qué se trata la demanda?** Los Demandantes afirman que Sutter Health violó la ley al incluir términos injustos en sus contratos con planes de seguro. Los Demandantes afirman que estos términos causaron que los planes de seguro en ciertas partes del norte de California pagaran de más por los servicios hospitalarios, lo que resultó en primas más altas para individuos y empresas. Sutter Health niega cualquier irregularidad. El Tribunal no decidió quién tiene razón. En cambio, las partes acordaron un acuerdo para evitar más litigios.

**¿Estoy incluido en el Acuerdo?** Puede ser elegible para recibir un pago si todas estas afirmaciones son ciertas:

- Pagó primas por un plan de salud totalmente asegurado de Aetna, Anthem, Blue Shield, Health Net o United Healthcare.
- Ha pagado estas primas en algún momento entre el 1 de enero de 2011 y el 8 de marzo de 2021.
- Mientras pagaba estas primas, vivía o trabajaba en uno de estos condados de California O era un empleador con una oficina en uno de estos condados de California: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Francisco, San Joaquín, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo o Yuba.

Para obtener más detalles sobre quién es elegible, visite **[SutterHealthPremiumLawsuit.com](https://www.sutterhealthpremiumlawsuit.com)**.

**¿Qué puedo obtener del Acuerdo?** Los Miembros del Colectivo que presenten una reclamación válida antes del **12 de septiembre de 2025** pueden recibir un pago en efectivo.

Si se aprueba el Acuerdo, los Miembros del Colectivo que presenten una reclamación válida antes del **12 de septiembre de 2025** podrán recibir un pago en efectivo. El Acuerdo crea un Fondo del Acuerdo de **\$ 228,5 millones**. Después del pago del costo de administrar el Arreglo, los honorarios de los abogados (que no excedan el 33 % del Fondo del Arreglo), el reembolso de los gastos de litigio y los pagos de adjudicación de servicios a los Demandantes por un monto que no exceda los \$ 20,000 para los tres Demandantes que testificaron en el juicio y \$ 15,000 para los otros tres Demandantes, el Fondo del

Arreglo restante se distribuirá a los Miembros elegibles de la Clase de conformidad con el Plan de Distribución. Los detalles se encuentran en el Acuerdo de Conciliación, el Aviso de Clase y el Plan de Distribución disponibles en **SutterHealthPremiumLawsuit.com**.

**¿Cómo solicito un pago?** Para solicitar un pago, envíe una reclamación en línea a **SutterHealthPremiumLawsuit.com** o envíe su reclamación por correo a Sutter Health Premium Overpayment Settlement, c/o JND Legal Administration, P.O. Box 91350, Seattle, WA 98111. Su reclamación debe enviarse en línea o con matasellos a más tardar el **12 de septiembre de 2025**.

Puede obtener un formulario de reclamación impreso en **SutterHealthPremiumLawsuit.com** o llamando al 1-833-961-3465.

**¿Cuáles son mis otras opciones?** Anteriormente, a los Miembros del Colectivo se les dio la oportunidad de ser excluidos o de "optar por no participar" del Colectivo.

- **Si no solicitó ser excluido de la Clase**, usted es un Miembro de la Clase. Usted está obligado por el Acuerdo y no tiene la opción de solicitar la exclusión en este momento. Tiene derecho a presentar una reclamación y a oponerse al Acuerdo. Para obtener más información sobre cómo objetar, visite **SutterHealthPremiumLawsuit.com**. También puede llamar al 1-833-961-3465. Las objeciones deben tener matasellos antes del **28 de agosto de 2025**.
- **Si solicitó ser excluido de la Clase antes de la fecha límite de exclusión del 8 de marzo de 2021**, entonces no es Miembro de la Clase. No tiene derecho a presentar una reclamación ni a oponerse al Acuerdo.

**La Audiencia de Equidad**. El Tribunal celebrará una Audiencia de Equidad el 6 de noviembre de 2025 para considerar si el Acuerdo es justo, razonable y adecuado. El Tribunal también decidirá si aprueba los honorarios de los abogados, los gastos legales, los costos administrativos y los pagos de adjudicación de servicios, que se pagarán con cargo al Fondo del Acuerdo. Si hay objeciones, el Tribunal las considerará. El Tribunal no puede alterar los términos del Acuerdo sin el consentimiento de las partes. Si el Tribunal deniega la aprobación, no se enviarán pagos del Acuerdo.

Si lo desea, puede solicitar comparecer ante la Audiencia de Imparcialidad, en su propio nombre o a través de su abogado. El Tribunal ha designado a los Abogados del Colectivo para que lo representen a usted y a los demás Miembros del Colectivo

La fecha y la hora de la audiencia pueden cambiar. Consulte **SutterHealthPremiumLawsuit.com** para obtener actualizaciones.

### **¿Preguntas?**

- Visite SutterHealthPremiumLawsuit.com
- Correo electrónico info@SutterHealthPremiumLawsuit.com
- Llame al 1-833-961-3465
- Write Sutter Health Premium Overpayment Settlement, c/o JND Legal Administration, P.O. Box 91350, Seattle, WA 98111
- Acceda al Acuerdo de Conciliación y a los documentos presentados públicamente por una tarifa a través del sistema de Acceso Público a los Registros Electrónicos del Tribunal (PACER) en <https://ecf.cand.uscourts.gov>

Los documentos judiciales también se pueden examinar y copiar en cualquier momento durante las horas regulares de oficina en la oficina del Secretario del Tribunal, Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California, División de San Francisco, 450 Golden Gate Avenue, San Francisco, CA 94102-3489.

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If you lived or worked in Northern California and paid any portion of premiums for health insurance from Aetna, Anthem Blue Cross, Blue Shield of California, Health Net or United Healthcare at any time from January 1, 2011 through March 8, 2021, you may be eligible for a payment in a \$228.5 million class action settlement

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NEWS PROVIDED BY  
**JND Legal Administration →**  
Jul 08, 2025, 09:48 ET

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SEATTLE, July 8, 2025 /PRNewswire/ -- **JND Legal Administration**

A proposed settlement has been reached in a class action lawsuit called *Sidibe, et al. v. Sutter Health*, No. 3:12-cv-4854-LB (N.D. Cal.).

**What is the lawsuit about?** The Plaintiffs claim that Sutter Health broke the law by including unfair terms in its contracts with insurance plans. The Plaintiffs claim that these terms caused insurance plans in certain parts of Northern California to overpay for hospital services, which resulted in higher premiums for individuals and businesses. Sutter Health denies any wrongdoing. The Court didn't decide who is right. Instead, the parties agreed to a settlement to avoid more litigation.



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- You paid premiums for a fully-insured health plan from Aetna, Anthem, Blue Shield, Health Net or United Healthcare.
- You paid these premiums sometime between January 1, 2011, and March 8, 2021.
- While paying these premiums, you lived or worked in one of these California counties OR you were an employer with an office in one of these California counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, or Yuba.

For more details about who is eligible visit **[SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com)**.

**What can I get from the Settlement?** Class Members who file a valid claim by **September 12, 2025** may get a cash payment.

If the Settlement is approved, Class Members who file a valid claim by **September 12, 2025** may get a cash payment. The Settlement creates a **\$228.5 million** Settlement Fund. After payment for the cost to administer the Settlement, attorneys' fees (not to exceed 33% of the Settlement Fund), reimbursement of litigation expenses, and service award payments to Plaintiffs in an amount not to exceed \$20,000 for the three Plaintiffs who testified at trial and \$15,000 for the other three Plaintiffs, the remaining Settlement Fund will be distributed to eligible Class Members pursuant to the Plan of Distribution. Details are in the Settlement Agreement, the Class Notice, and the Plan of Distribution available at **[SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com)**.

**How do I request a payment?** To request a payment, submit a claim online at **[SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com)** or mail your claim to Sutter Health Premium Overpayment Settlement, c/o JND Legal Administration, P.O. Box 91350, Seattle, WA 98111. Your claim must be submitted online or postmarked no later than **September 12, 2025**.

You can get a printed claim form at **[SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com)** or by calling 1-833-961-3465.



**What are my other options?** Class Members were previously given the opportunity to be excluded or "opt-out" from the Class.

- **If you didn't ask to be excluded from the Class**, you are a Class Member. You are bound by the Settlement and don't have an option to seek exclusion at this time. You have the right to file a claim and the right to object to the Settlement. For details on how to object, go to [SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com). You can also call 1-833-961-3465. Objections must be postmarked by **August 28, 2025**.
- **If you asked to be excluded from the Class by the opt-out deadline of March 8, 2021**, then you aren't a Class Member. You don't have the right to file a claim or to object to the Settlement.

**The Fairness Hearing.** The Court will hold a Fairness Hearing on November 6, 2025 to consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide whether to approve attorneys' fees, legal expenses, administrative costs, and service award payments, which will be paid from the Settlement Fund. If there are objections, the Court will consider them. The Court cannot alter the terms of the Settlement without the consent of the parties. If the Court denies approval, no Settlement payments will be sent.

If you wish, you may ask to appear at the Fairness Hearing, on your own behalf or through your counsel. The Court has appointed Class Counsel to represent you and the other Class Members.

The date and time of the hearing may change. Check [SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com) for updates.

### **Questions?**

- Visit [SutterHealthPremiumLawsuit.com](http://SutterHealthPremiumLawsuit.com)
- Email [info@SutterHealthPremiumLawsuit.com](mailto:info@SutterHealthPremiumLawsuit.com)
- Call 1-833-961-3465
- Write Sutter Health Premium Overpayment Settlement, c/o JND Legal Administration, P.O. Box 91350, Seattle, WA 98111
- Access the Settlement Agreement and publicly filed documents for a fee through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>

Court documents may also be examined and copied at any time during regular office hours at the office of the Clerk of the Court, United States District Court for the Northern District of California, San Francisco Division, 450 Golden Gate Avenue, San Francisco, CA 94102-3489.

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# EXHIBIT G

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION  
NOTICE OF SETTLEMENT

**If you lived or worked in Northern California and paid any portion of premiums for health insurance from Aetna, Anthem Blue Cross, Blue Shield of California, Health Net or United Healthcare at any time from January 1, 2011 through March 8, 2021, you may be eligible for a payout in a \$228.5 million class action settlement**

**PLEASE READ THIS NOTICE CAREFULLY**

*Para una notificación en español, visite [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com)*

*This Notice is being provided by Order of the U.S. District Court. This is not a solicitation.*

- A proposed settlement has been reached in a class action lawsuit called *Sidibe, et al. v. Sutter Health*, No. 3:12-cv-4854-LB (N.D. Cal.) (the “Settlement”).
- Plaintiffs claim that Defendant Sutter Health (“Sutter”) violated antitrust and unfair competition laws, which caused certain individuals and employers in certain parts of Northern California to overpay for health insurance premiums for health insurance purchased from Aetna, Anthem Blue Cross (“Anthem”), Blue Shield of California (“Blue Shield”), Health Net or United Healthcare (“UHC”) (together, the “Health Plans”). Individuals and employers who made payments to the Health Plans from January 1, 2011 through March 8, 2021 may be eligible for a payment.
- Sutter denies that it has done anything wrong or that its conduct caused any increase in the price of premiums that individuals and employers paid for health insurance from those Health Plans.
- The Court has not determined who is right or wrong. Instead, Plaintiffs and Sutter have agreed to the Settlement to avoid the risk and cost of further litigation.
- If approved by the Court, the Settlement will establish a **\$228.5 million** Settlement Fund to compensate Class Members who submit a valid claim after deducting costs for administration, attorneys’ fees and expenses, litigation and court costs, and service awards.
- You are a Class Member if you did not previously opt-out of this case and you paid any portion of a premium for a fully-insured health insurance policy from any of these five Health Plans at any time from January 1, 2011 to March 8, 2021, and if, during the period you paid those premiums, you lived or worked (or, if you are an employer, had an office located) in one of the following California counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo or Yuba.

- Your legal rights are affected whether or not you act. Your rights and options and the deadlines to exercise them are explained in this Notice. The deadlines may change, so please check the Settlement Website, [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com), for updates and further details.
- The Court in charge of this case must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and, if there are any appeals, after the appeals are resolved. Please be patient.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT</b>		
<b>CLASS MEMBERS' RIGHT TO FILE A CLAIM</b>	<ul style="list-style-type: none"> <li>• All members of the certified Class were previously given the opportunity to be excluded from the Class, which is sometimes called the opportunity to “opt out” from the case. The deadline to opt-out was March 8, 2021.</li> <li>• If you did not ask to be excluded from the certified Class, you are a member of the Class (“Class Member” or simply “Class”), you are bound by the Settlement, and you do not have an option to seek exclusion from the Class at this time. You have the right to file a claim.</li> <li>• If you asked to be excluded from the certified Class by the opt-out deadline, then you are not a Class Member. You do not have the right to file a claim for a payment from the Settlement.</li> </ul>	
<b>FILE A CLAIM</b>	<ul style="list-style-type: none"> <li>• If you are a Class Member, you have the right to file a claim requesting a payment.</li> </ul>	Submit online or postmarked by <b>September 12, 2025</b>
<b>OBJECT</b>	<ul style="list-style-type: none"> <li>• If you are a Class Member, you have the right to write to the Court about why you do not like the Settlement.</li> <li>• You may still file a claim for payment.</li> </ul>	Postmarked by <b>August 28, 2025</b>
<b>ATTEND THE FAIRNESS HEARING</b>	<ul style="list-style-type: none"> <li>• If you are a Class Member, you have the right to ask to appear at the Fairness Hearing to speak to the Court about the fairness of the Settlement. If you want your own attorney to represent you, you must pay for your attorney yourself.</li> </ul>	<b>November 6, 2025</b>
<b>DO NOTHING</b>	<ul style="list-style-type: none"> <li>• If you are a Class Member and you do nothing, you will not receive a payment.</li> <li>• You will not be able to file a claim against Sutter in a different lawsuit.</li> </ul>	

Questions? Call 1-833-961-3465 or visit [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com)

**WHAT THIS NOTICE CONTAINS**

<b>BASIC INFORMATION .....</b>	<b>PAGE 4</b>
1. Why was this Notice issued?	
2. What is this lawsuit about?	
3. What is a class action?	
4. Why is there a Settlement?	
<b>THE CLASS .....</b>	<b>PAGE 5</b>
5. How do I know if I am a Class Member?	
6. What kind of health insurance plan is covered by the Settlement?	
7. What is a “fully-insured” health insurance policy?	
8. What if I do not know whether I paid a premium for a fully-insured or self-insured health insurance policy offered through my employer?	
9. If I am an employer who paid a portion of premiums for the benefit of my employees, am I a Class Member?	
10. If I am an individual who paid only a portion of the premiums for a fully-insured policy through my employer, am I a Class Member?	
11. If I paid premiums that covered healthcare expenses for members of my family, are my family members also Class Members?	
12. What if I paid premiums for only a short period of time during the relevant timeframe?	
13. What if I am still not sure if I am included?	
<b>SETTLEMENT BENEFITS .....</b>	<b>PAGE 7</b>
14. What does the Settlement provide?	
15. How do I get a payment?	
16. When will I get my payment?	
17. Do I give up anything if I file a claim?	
<b>IF YOU DO NOTHING .....</b>	<b>PAGE 9</b>
18. What happens if I do nothing at all?	
<b>NO ADDITIONAL OPPORTUNITY TO EXCLUDE YOURSELF FROM THE SETTLEMENT .....</b>	<b>PAGE 9</b>
19. What does it mean that I cannot exclude myself from the Settlement?	
<b>OBJECTING TO THE SETTLEMENT .....</b>	<b>PAGE 9</b>
20. How do I tell the Court that I do not like the Settlement?	
<b>THE LAWYERS REPRESENTING YOU .....</b>	<b>PAGE 10</b>
21. Do I have a lawyer representing me?	
22. How will the lawyers be paid?	
23. Should I get my own lawyer?	
<b>THE COURT’S FAIRNESS HEARING .....</b>	<b>PAGE 11</b>
24. When and where will the Court decide whether to approve the Settlement?	
25. Do I have to come to the hearing?	
26. May I speak at the hearing?	
<b>GETTING MORE INFORMATION .....</b>	<b>PAGE 11</b>
27. Where can I get more information?	

## **BASIC INFORMATION**

### **1. Why was this Notice issued?**

The Court authorized this Notice because you have a right to know about a proposed Settlement and your rights and options before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, you will be bound by the judgment and terms of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights and options, and the deadlines for you to exercise your rights.

### **2. What is this lawsuit about?**

This class action is called *Sidibe, et al. v. Sutter Health*, No. 3:12-cv-4854-LB and has been pending in the United States District Court for the Northern District of California since September 17, 2012.

Plaintiffs claim that Sutter forced upon Health Plans certain pricing and contractual terms, and that those practices and terms violated state and federal antitrust and unfair competition laws. Plaintiffs claim this caused the Health Plans to pay more than they otherwise would pay for Sutter's inpatient hospital services, which they allege resulted in higher insurance premiums for Class Members whether or not they used Sutter hospitals. Sutter denies these claims.

### **3. What is a class action?**

In a class action, one or more people or entities called "Plaintiffs" or "Class Representatives" (in this case, Djeneba Sidibe, Jerry Jankowski, Susan Hansen, David Herman, Johnson Pool & Spa and Optimum Graphics, Inc.) file a lawsuit on behalf of a group of people and entities who have similar claims. All these people and entities are a "Class" or "Class Members." One court resolves the issues for all Class Members, except for those who excluded themselves from (or opted-out of) the Class.

### **4. Why is there a Settlement?**

Sutter denies that it violated any antitrust or unfair competition laws or that its conduct caused any increase in the price of premiums that individuals and employers paid for health insurance purchased from those Health Plans. On March 11, 2022, a jury returned a verdict in favor of Sutter following a trial on Plaintiffs' claims, and the Court thereafter entered a final judgment in favor of Sutter on all of Plaintiffs' claims. On June 4, 2024, in a 2-1 decision, the United States Court of Appeals for the Ninth Circuit reversed the final judgment and certain trial court orders regarding evidence issues and jury instructions, and remanded the case to the trial court for a new trial. The Court has not decided who is right or wrong. Instead, the Plaintiffs and Sutter have agreed to the Settlement to avoid the risk and cost of further litigation. The Plaintiffs and their attorneys have concluded that the Settlement is in the best interests of the Class.

## THE CLASS

### **5. How do I know if I am a Class Member?**

You are a Class Member if you did not opt-out of the Class and you paid any portion of a premium for a fully-insured health insurance policy from Aetna, Anthem, Blue Shield, Health Net or United Healthcare at any time from January 1, 2011 through March 8, 2021, and if, during the period that you paid those premiums, you lived or worked (or, if you are an employer, or other group purchaser, you had an office located) in any of the following counties:

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, or Yuba.

Federal employees are not Class Members for the period they were employed by the federal government, nor are persons to the extent their inpatient hospital services were paid for by Medicare or Medi-Cal. Additionally, all persons and entities who properly excluded themselves from or opted out of the certified Class are not Class Members.

### **6. What kind of health insurance plan is covered by the Settlement?**

Any fully-insured health insurance policy from one of the Health Plans (Aetna, Anthem Blue Cross, Blue Shield of California, Health Net or United Healthcare) is covered by the Settlement. Individual, small or large group plans qualify, including, but not limited to, Health Maintenance Organization (HMO) plans or Preferred Provider Organization (PPO) plans. You may be a Class Member if you paid some portion of a health insurance premium for any such plan at any time from January 1, 2011 through March 8, 2021, and you lived in or worked in one of the relevant California counties (see Question 5 above) when you were making those payments.

### **7. What is a “fully-insured” health insurance policy?**

A fully-insured health insurance policy is a health insurance policy where the premium is paid to the health plan, and the health plan covers the healthcare costs (other than deductibles, co-pays, and certain other fees) for the individual who is insured. Many employers purchase fully-insured policies for their employees, and, in some cases, the employees will pay a portion of the premium. Individuals who purchase personal health insurance on their own, which is not sponsored by an employer or another organization, also purchase a fully-insured policy. **If you paid any premium, in whole or in part, for a fully-insured health insurance policy from one of the Health Plans at any time from January 1, 2011 through March 8, 2021, you may be a Class Member.**

A fully-insured policy is different from a “self-insured” policy. For a self-insured policy, the employer covers the health care costs (other than deductibles, co-pays, and certain other fees) for the individuals who are insured. However, the employer usually hires a health plan to provide administrative services to manage the plan for the employer under an “administrative services only” or “ASO” contract. Many medium and large employers offer a self-insured plan. That is true even though the covered employees might pay premiums, or a portion of the premiums, to a health plan, have an insurance card from the health plan, receive statements and invoices from the health plan,

have accounts on the health plan's website, and have a health savings account through the health plan. **If you participated only in self-insured policies from January 1, 2011 through March 8, 2021, or you only provided self-insured policies to your employees or group members, you are not a Class Member.**

**8. What if I do not know whether I paid a premium for a fully-insured or self-insured health insurance policy offered through my employer?**

If you are not sure, ask your employer or your health plan. If you are unable to ask your employer or health plan, assume that you had a fully-insured policy and that you are a Class Member. A final determination will be made later in the claims administration process.

**9. If I am an employer who paid a portion of premiums for the benefit of my employees, am I a Class Member?**

Yes, if you are an employer, whether a person or company located in one of the California counties listed above (see Question 5) at any time from January 1, 2011 through March 8, 2021, you did not opt out of the Class, and you paid some portion of health insurance premiums for a fully-insured policy from one of the Health Plans, you are a Class Member.

**10. If I am an individual who paid only a portion of the premiums for a fully-insured policy through my employer, am I a Class Member?**

Yes, if you lived or worked in one of the California counties listed above (see Question 5) at any time from January 1, 2011 through March 8, 2021, you did not opt out of the Class, and, during that period and while in one of the counties listed above, you paid some portion of health insurance premiums for a fully-insured policy from one of the Health Plans, you are a Class Member.

**11. If I paid premiums that covered healthcare expenses for members of my family, are my family members also Class Members?**

No. Someone who was covered under a fully-insured policy but did not pay the premiums is not a Class Member, but your claim may include the amount that you paid for your family members' policy.

**12. What if I paid premiums for only a short period of time during the relevant timeframe?**

If you paid some portion of premiums for a fully-insured health insurance policy from a Health Plan at any time from January 1, 2011 through March 8, 2021, did not opt out of the Class, and you meet the other requirements outlined above, you are a Class Member.

**13. What if I am still not sure if I am included?**

If you are still not sure whether you are a Class Member, please review the detailed information contained in the Settlement Agreement, available for download at



[www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com). You may also contact the Class Administrator at [info@SutterHealthPremiumLawsuit.com](mailto:info@SutterHealthPremiumLawsuit.com) or call toll-free at 1-833-961-3465.

### **SETTLEMENT BENEFITS**

#### **14. What does the Settlement provide?**

The Settlement provides cash payments to eligible Class Members who submit a valid claim by **September 12, 2025**.

If the Court approves the Settlement, in exchange for Class Members' release of the Released Claims, a **\$228.5 million Settlement Fund** will be established. After payment for the cost to administer the Settlement, attorneys' fees (not to exceed 33% of the Settlement Fund), reimbursement of litigation expenses, and service award payments to Plaintiffs in an amount not to exceed \$20,000 for the three Plaintiffs who testified at trial and \$15,000 for the other three Plaintiffs, the remaining Settlement amount (the "Net Settlement Fund") will be distributed to eligible Class Members who submit a valid claim, pursuant to the Plan of Distribution.

More details are in the Settlement Agreement and Plan of Distribution available at [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com).

#### **15. How do I get a payment?**

To submit a claim for a payment from the Settlement, eligible Class Members must complete and timely submit a Claim Form. The Claim Form can be obtained online at [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com) or by contacting the Class Administrator below. All Claim Forms must be submitted online or postmarked by **September 12, 2025** to:

Sutter Health Premium Overpayment Settlement  
c/o JND Legal Administration  
PO Box 91350  
Seattle, WA 98111  
[www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com)

Settlement funds will be allocated to eligible Class Members who submit a valid claim as follows:

**Class Members** are eligible for a payment based on the total amount of premiums they paid during the period January 1, 2011 – March 8, 2021 -- the time period for which damages are available. Payments will be distributed on a proportional basis across all eligible Class Members who submit valid claims ("Authorized Claimants"). The total amount of premiums paid will be based on data provided during the case by Aetna, Anthem, Blue Shield, Health Net and United Healthcare (the "Health Plans").



The payment amount (i.e. claim payment) to Authorized Claimants will be determined by the following formula:

$$\begin{array}{c}
 \text{Estimated total premiums paid during the period} \\
 \text{January 1, 2011- March 8, 2021 by Claimant A} \\
 \\
 \textbf{Divided by} \\
 \\
 \text{Estimated total premiums paid during the period January 1, 2011- March 8, 2021 by} \\
 \text{all Authorized Claimants who submit claims} \\
 \\
 \textbf{Multiplied by} \\
 \\
 \text{Total dollars in Net Settlement Fund} \\
 \\
 \textbf{= Claimant A's claim payment}
 \end{array}$$

Premiums paid for individuals who purchased insurance will be based on data provided by the Health Plans. That data should allow for the estimation of premiums paid without requiring the Authorized Claimant to submit any premium data.

Premiums paid by employers and other groups that paid premiums for employees or employees plus their dependents will be based on (a) data provided by the Health Plans showing the total amount of premiums paid by the employer or group and (b) a process for allocating the total premiums paid between each specific employer/group and the associated employees who submit claims.

Because employers/groups and employees sometimes each pay a portion of premium payments, the Plan of Distribution allocates premiums between the two. When filing a claim, employers/groups and employees may choose a **Default** or **Alternative Option** for determining the allocation of premiums paid between the employer/group and any employee of that employer/group who files a claim.

To efficiently process claims, the Plan of Distribution sets a **Default** allocation (based on studies performed by The Kaiser Family Foundation) as follows: (1) 18% of an employee's premium for single coverage is deemed to have been paid by the employee (with the remaining 82% paid by the employer) and (2) 29% of an employee's premium for family coverage is deemed to have been paid by the employee (with the remaining 71% paid by the employer). The **Alternative Option** allows a claimant to submit data or records supporting a contribution percentage higher than the Default. In any case where an employer/group makes a claim, it will receive credit for any premiums not otherwise allocated to claiming employees.

If you do not submit a valid Claim Form by **September 12, 2025**, you will not receive a payment, but you will be bound by the Court's judgment.

#### **16. When will I get my payment?**

Payments will be made to eligible Class Members who submit a valid Claim Form after the Court grants "final approval" to the Settlement and, if there are any appeals, after all appeals are resolved. If there are any appeals, resolving them can take time. Please be patient.

**17. Do I give up anything if I file a claim?**

If you are a Class Member, you are bound by the Settlement. You have the right to file a claim. Whether or not you file a claim, you will be bound by all of the Court's decisions. The Released Claims and Released Parties are defined in the Settlement Agreement. The Settlement Agreement is available at [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com).

**IF YOU DO NOTHING****18. What happens if I do nothing at all?**

If you are a Class Member, you will not receive a payment unless you file a claim by the deadline. You will remain a Class Member and you will be bound by the Settlement. Unless you previously excluded yourself from the certified Class, you will not be able to file a lawsuit or be part of any other lawsuit asserting claims against Sutter related to the allegations or claims in this case.

**YOU CANNOT EXCLUDE YOURSELF FROM THE SETTLEMENT****19. What does it mean that I cannot exclude myself from the Settlement?**

Previously, all Class Members were provided an opportunity to exclude themselves or "opt out" in the previous Notice of Pendency of Class Action. If you timely opted out or requested exclusion by March 8, 2021, then you are excluded from the Class. There is no additional opportunity to opt out or exclude yourself from the Class.

**OBJECTING TO THE SETTLEMENT****20. How do I tell the Court that I do not like the Settlement?**

If you are a Class Member you may object to the Settlement if you do not like part or all of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject this Settlement. If the Court denies approval, no Settlement payments will be sent out, and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

The written objection must include:

- Your full name, current address, and telephone number;
- The case name (*Sidibe, et al. v. Sutter Health*);
- A written statement of all grounds for the objection accompanied by any legal support for the objection (if any);
- Copies of any papers, briefs, or other documents upon which the objection is based;
- A list of all persons who will be called to testify in support of the objection (if any);
- A statement of whether you intend to appear at the Fairness Hearing; and

**Questions? Call 1-833-961-3465 or visit [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com)**

- Your or your counsel's signature.

You must file your objection with the Court, postmarked no later than **August 28, 2025**:

Clerk of the Court:  
Office of the Clerk  
United States District Court  
Northern District of California  
450 Golden Gate Ave  
San Francisco, CA 94102

Objecting is telling the Court that you do not like something about the Settlement. You can only object if you did not exclude yourself from the certified Class. If you previously provided a valid and timely request to be excluded, you have no standing to object because the Settlement no longer affects you.

### **THE LAWYERS REPRESENTING YOU**

#### **21. Do I have a lawyer representing me?**

Yes. The Court has appointed lawyers to represent you and the other Class Members. These lawyers are called Class Counsel. The following lawyers represent the Class:

Jean Kim  
Constantine Cannon LLP  
6 E 43rd Street, 26th Floor  
New York, NY 10017  
(212) 350-2700

Matthew L. Cantor  
Shinder Cantor Lerner LLP  
14 Pennsylvania Plaza  
19th Floor  
New York, NY 10122  
(646) 960-8601

Azra Mehdi  
The Mehdi Firm, PC  
95 Third Street, 2nd Floor #9122  
San Francisco, CA 94103  
(415) 294-0070

#### **22. How will the lawyers be paid?**

Class Counsel will ask the Court to approve attorney's fees of no more than 33% of the \$228.5 million Settlement Fund plus reimbursement of costs and expenses. They will also ask the Court to approve service award payments in an amount not to exceed \$20,000 for the three Plaintiffs who testified at trial, and \$15,000 for the other three Plaintiffs to be paid from the Settlement Fund. You will not be responsible for the payment of these fees, expenses, or awards. Those fees, costs and awards must be approved by the Court.

**23. Should I get my own lawyer?**

As a Class Member, you do not need to hire your own lawyer because Class Counsel are working on behalf of the Class. However, if you choose to hire your own lawyer to represent you, you will have to pay for that lawyer on your own.

**THE COURT'S FAIRNESS HEARING****24. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing on **November 6, 2025**. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider whether to approve attorneys' fees and expenses, for additional costs, and for service award payments to the six named Plaintiffs. If there are objections, the Court will consider them. The Court will listen to Class Members who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take, so please be patient.

**25. Do I have to come to the hearing?**

No. You do not need to attend the hearing. Class Counsel will present the case for the Plaintiffs, and lawyers for Sutter will present on its behalf. You or your own lawyer are welcome to attend at your own expense, but it is not necessary. If you submit an objection, you do not have to come to Court to talk about it. If you sent your written objection to the Court on time, the Court will consider it.

**26. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear in *Sidibe, et al. v. Sutter Health*." Be sure to include your name, including the name of your business (if applicable), current mailing address, telephone number, and signature. Your Notice of Intent to Appear must be postmarked by **August 28, 2025**, and it must be sent to the Clerk of the Court, at the address in Question 20. You cannot ask to speak at the hearing if you excluded yourself from the certified Class.

**GETTING MORE INFORMATION****27. Where can I get more information?**

This Notice summarizes the proposed Settlement. More details are available at [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com). You can also contact the Class Administrator:

Sutter Health Premium Overpayment Settlement  
c/o JND Legal Administration  
P.O. Box 91350  
Seattle, WA 98111  
[info@SutterHealthPremiumLawsuit.com](mailto:info@SutterHealthPremiumLawsuit.com)  
1-833-961-3465

**Questions? Call 1-833-961-3465 or visit [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com)**

Complete copies of the Settlement Agreement and some of the publicly filed documents in this matter may be accessed on the Settlement Website or for a fee through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>. They also may be examined and copied at any time during regular office hours at the office of the Clerk of the Court, United States District Court for the Northern District of California, San Francisco Division, 450 Golden Gate Avenue, San Francisco, CA 94102-3489.

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS CASE.**

Dated: May 22, 2025

By Order of the United States  
District Court Northern District of California

TRIBUNAL DE DISTRITO DE LOS ESTADOS UNIDOS DE NORTEAMÉRICA  
DISTRITO NORTE DE CALIFORNIA, DIVISIÓN SAN FRANCISCO  
AVISO DE ACUERDO DE CONCILIACIÓN

**Si vivió o trabajó en el Norte de California y pagó alguna parte de las primas del seguro médico de Aetna, Anthem Blue Cross, Blue Shield of California, Health Net o United Healthcare en cualquier momento entre el 1 de enero de 2011 y el 8 de marzo de 2021, puede ser elegible para un pago en una conciliación de demanda colectiva de \$228.5 millones**

**LEA DETENIDAMENTE ESTE AVISO**

*For a notice in english, visit [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com)*

*Este Aviso se proporciona por Orden del Tribunal de distrito de los EE. UU. Este documento no es una oferta de representación de un abogado.*

- Se ha llegado a un Acuerdo de conciliación propuesto en una demanda colectiva llamada *Sidibe, et al. v. Sutter Health*, n.º 3:12-cv-4854-LB (N.D. Cal.) (la “Conciliación”).
- Los Demandantes reclaman que la Demandada Sutter Health (“Sutter”) infringió las leyes antimonopolio y de competencia desleal, lo que hizo que ciertas personas y empleadores en ciertas partes del norte de California pagaran una cifra superior a la debida por las primas del seguro médico adquiridas con Aetna, Anthem Blue Cross (“Anthem”), Blue Shield of California (“Blue Shield”), Health Net o United HealthCare (“UHC”) (en conjunto, los “Planes de salud”). Las personas y los empleadores que realizaron pagos a los Planes de salud entre el 1 de enero de 2011 y el 8 de marzo de 2021 pueden ser elegibles para un pago.
- Sutter niega haber hecho algo incorrecto o que su conducta hubiese causado un aumento en el precio de las primas que las personas y los empleadores pagaron por el seguro de salud con esos Planes de salud.
- El Tribunal no ha determinado quién tiene la razón. En cambio, los Demandantes y Sutter han llegado a un Acuerdo de conciliación para evitar el riesgo y el costo que supone continuar con el litigio.
- Si el Tribunal lo aprueba, la Conciliación establecerá un Fondo de la Conciliación de **\$228.5 millones** para compensar a los Miembros del Grupo que presenten una reclamación válida después de deducir los costos de administración, honorarios y gastos de abogados, costos de litigio y costas judiciales, y compensaciones por servicios.
- Usted es un Miembro del Grupo si no se retiró previamente de este caso y pagó alguna parte de una prima correspondiente a una póliza de seguro de salud totalmente asegurada de cualquiera de estos cinco Planes de salud en cualquier momento entre el 1 de enero de 2011 y el 8 de marzo de 2021 y si, durante el periodo en que hubiese pagado esas primas, vivió o trabajó (o, si fuese un empleador, tuvo una oficina ubicada) en uno de los siguientes condados de California: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo o Yuba.

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**[www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com)**

- Sus derechos legales se verán alterados independientemente de que actúe o no. Sus derechos y opciones, y los plazos límite para ejercerlos, se explican en este Aviso. Las fechas límite pueden cambiar, por lo que le pedimos que consulte el sitio web de la Conciliación, [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com), para obtener actualizaciones y más detalles.
- El Tribunal a cargo de este caso debe decidir si aprueba la Conciliación o no. Los pagos se harán si el Tribunal aprueba la Conciliación, y, si hay alguna apelación, después de que se resuelvan las apelaciones. Tenga paciencia.

<b>SUS DERECHOS LEGALES Y OPCIONES EN LA CONCILIACIÓN</b>		
<b>DERECHO DE LOS MIEMBROS DEL GRUPO A PRESENTAR UNA RECLAMACIÓN</b>	<ul style="list-style-type: none"> <li>• Todos los miembros del Grupo certificado tuvieron la oportunidad previamente de ser excluidos del Grupo, lo que a veces se denomina la oportunidad de “retirarse” del caso. La fecha límite para retirarse fue el 8 de marzo de 2021.</li> <li>• Si no solicitó ser excluido del Grupo certificado, es miembro del Grupo (“Miembro del Grupo” o simplemente “Grupo”), está obligado por la Conciliación y no tiene la opción de solicitar la exclusión del Grupo en este momento. Tiene derecho a presentar una reclamación.</li> <li>• Si usted solicitó ser excluido del Grupo certificado antes de la fecha límite de exclusión, entonces no es un Miembro del Grupo. Usted no tiene derecho a presentar una reclamación por un pago de la Conciliación.</li> </ul>	
<b>INTERPONER UNA RECLAMACIÓN</b>	<ul style="list-style-type: none"> <li>• Si usted es un Miembro del Grupo, tiene derecho a presentar una reclamación solicitando un pago.</li> </ul>	Debe enviarlo por internet o por correo con matasellos fechado a más tardar del <b>12 de septiembre de 2025</b> .
<b>OBJETAR</b>	<ul style="list-style-type: none"> <li>• Si usted es un Miembro del Grupo, tiene derecho a escribir al Tribunal sobre por qué no le agrada la Conciliación.</li> <li>• Aún puede presentar una reclamación de pago.</li> </ul>	Debe tener matasellos postal fechado a más tardar del <b>28 de agosto de 2025</b> .
<b>ASISTIR A LA AUDIENCIA DE IMPARCIALIDAD</b>	<ul style="list-style-type: none"> <li>• Si usted es un Miembro del Grupo, tiene derecho a solicitar comparecer en la Audiencia de imparcialidad para hablar con el Tribunal sobre la imparcialidad de la Conciliación. Si quiere que lo represente su propio abogado, deberá pagarle usted mismo.</li> </ul>	<b>6 de noviembre de 2025</b>
<b>NO HACER NADA</b>	<ul style="list-style-type: none"> <li>• Si es un Miembro del Grupo y no hace nada, no recibirá pago alguno.</li> <li>• No podrá presentar una reclamación contra Sutter en una demanda diferente.</li> </ul>	

¿Tiene alguna pregunta? Llame al 1-833-961-3465 o visite [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com)



<b>QUÉ SE INCLUYE EN ESTE AVISO</b>
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<b>INFORMACIÓN BÁSICA.....</b>	<b>4</b>
1. ¿Por qué se emitió este Aviso? .....	4
2. ¿De qué trata esta demanda? .....	4
3. ¿Qué es una demanda colectiva? .....	4
4. ¿Por qué existe una Conciliación? .....	4
<b>EL GRUPO .....</b>	<b>5</b>
5. ¿Cómo sé si soy Miembro del Grupo? .....	5
6. ¿Qué tipo de plan de seguro médico está cubierto por la Conciliación? .....	5
7. ¿Qué es una póliza de seguro de salud “totalmente asegurada”? .....	5
8. ¿Qué sucede si no supiese si pagué una prima por una póliza de seguro de salud totalmente asegurada o autoasegurada ofrecida a través de mi empleador? .....	6
9. Si fuese un empleador que pagó una parte de las primas para beneficio de mis empleados, ¿soy Miembro del Grupo? .....	6
10. Si fuese una persona física que pagó solo una parte de las primas de una póliza totalmente asegurada a través de mi empleador, ¿soy Miembro del Grupo? .....	6
11. Si pagué primas que cubrían los gastos de atención médica para los miembros de mi familia, ¿los miembros de mi familia también son Miembros del Grupo? .....	6
12. ¿Qué sucede si hubiese pagado primas solo por un periodo corto de tiempo durante el plazo correspondiente? .....	6
13. ¿Qué sucede si todavía no estoy seguro de si estoy incluido? .....	6
<b>BENEFICIOS DE LA CONCILIACIÓN .....</b>	<b>7</b>
14. ¿Qué dispone la Conciliación? .....	7
15. ¿Cómo puedo recibir un pago? .....	7
16. ¿Cuándo recibiré mi pago? .....	8
17. ¿Renuncio a algo si presento una reclamación? .....	8
<b>SI NO HICIERA NADA .....</b>	<b>8</b>
18. ¿Qué sucede si no hago nada en absoluto? .....	8
<b>NO PUEDE EXCLUIRSE DE LA CONCILIACIÓN.....</b>	<b>9</b>
19. ¿Qué significa que no puedo excluirme de la Conciliación? .....	9
<b>CÓMO OBJETAR LA CONCILIACIÓN .....</b>	<b>9</b>
20. Cómo le indico al Tribunal que no me agrada la Conciliación? .....	9
<b>LOS ABOGADOS QUE LO REPRESENTAN .....</b>	<b>10</b>
21. ¿Tengo un abogado que me represente? .....	10
22. ¿Cómo se les pagará a los abogados? .....	10
23. ¿Debo contratar a mi propio abogado? .....	10
<b>LA AUDIENCIA DE IMPARCIALIDAD DEL TRIBUNAL .....</b>	<b>10</b>
24. ¿Cuándo y dónde decidirá el Tribunal si aprueba la Conciliación? .....	10
25. ¿Tengo que asistir a la audiencia? .....	11
26. ¿Podré hablar en la audiencia? .....	11
<b>OBTENER MÁS INFORMACIÓN .....</b>	<b>11</b>
27. ¿Dónde obtengo más información? .....	11

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## **INFORMACIÓN BÁSICA**

### **1. ¿Por qué se emitió este Aviso?**

El Tribunal autorizó este Aviso porque usted tiene derecho a conocer la Conciliación propuesta y sus derechos y opciones antes de que el Tribunal decida si aprueba la Conciliación. Si el Tribunal aprobase la Conciliación, y luego de haber resuelto las objeciones y las apelaciones, quedará vinculado por la sentencia y los términos de la Conciliación. Este Aviso explica la demanda, la Conciliación y sus derechos y opciones legales y los plazos para que ejerza sus derechos.

### **2. ¿De qué trata esta demanda?**

Esta demanda colectiva se denomina *Sidibe, et al. v. Sutter Health*, No. 3:12-cv-4854-LB y ha estado pendiente en el Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California desde el 17 de septiembre de 2012.

Los Demandantes reclaman que Sutter obligó a los Planes de salud a establecer ciertos precios y términos contractuales y que esas prácticas y términos infringieron las leyes antimonopolio y de competencia desleal estatales y federales. Los Demandantes reclaman que esto hizo que los Planes de salud pagaran más de lo que deberían haber pagado por los servicios de atención hospitalaria de Sutter y que esto dio como resultado primas de seguro más altas para los Miembros del Grupo, independientemente de que usaran o no los hospitales de Sutter. Sutter niega estas reclamaciones.

### **3. ¿Qué es una demanda colectiva?**

En una demanda colectiva, una o más personas físicas o jurídicas denominadas los “Demandantes” o “Representantes del Grupo” (en este caso, Djeneba Sidibe, Jerry Jankowski, Susan Hansen, David Herman, Johnson Pool & Spa y Optimum Graphics, Inc.) presentan una demanda en nombre de un grupo de personas y entidades que tienen reclamaciones similares. Todas estas personas físicas y jurídicas conforman un “Grupo” o “Miembros del Grupo”. Un tribunal resuelve los asuntos para todos los Miembros del Grupo, excepto para aquellos que se excluyesen (o retirasen) del Grupo.

### **4. ¿Por qué existe una Conciliación?**

Sutter niega haber infringido las leyes antimonopolio o de competencia desleal o que su conducta hubiese causado un aumento en el precio de las primas que las personas y los empleadores pagaron por el seguro de salud comprado de esos Planes de salud. El 11 de marzo de 2022, un jurado emitió un veredicto a favor de Sutter después de un juicio sobre las reclamaciones de los Demandantes, y el Tribunal posteriormente dictó una sentencia definitiva a favor de Sutter sobre todas las reclamaciones de los Demandantes. El 4 de junio de 2024, en una decisión 2-1, el Tribunal de Apelaciones de los Estados Unidos para el Noveno Circuito revirtió la sentencia definitiva y algunas órdenes judiciales con respecto a cuestiones probatorias e instrucciones del jurado, y remitió el caso al tribunal de primera instancia para un nuevo juicio. El Tribunal no ha decidido quién tiene la razón. En cambio, los Demandantes y Sutter han llegado a una Conciliación, para evitar el riesgo y los costos que supone continuar con el litigio. Los Demandantes y sus abogados han concluido que la Conciliación es lo mejor para los intereses del Grupo.

## EL GRUPO

### **5. ¿Cómo sé si soy Miembro del Grupo?**

Es un Miembro del Grupo si no se retiró del Grupo y pagó alguna parte de una prima correspondiente a una póliza de seguro de salud totalmente asegurada de Aetna, Anthem, Blue Shield, Health Net o United Healthcare en cualquier momento entre el 1 de enero de 2011 y el 8 de marzo de 2021 y si, durante el periodo en que hubiese pagado esas primas, vivió o trabajó (o, si fuese un empleador, u otro comprador grupal, tuvo una oficina ubicada) en cualquiera de los condados siguientes:

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo o Yuba.

Tenga en cuenta que los empleados federales no son Miembros del Grupo durante el periodo en que hubiesen sido empleados del gobierno federal ni tampoco aquellas personas cuyos servicios hospitalarios hubiesen sido pagados por Medicare o Medi-Cal. Además, todas las personas naturales y jurídicas que se excluyeron o retiraron adecuadamente del Grupo certificado no son Miembros del Grupo.

### **6. ¿Qué tipo de plan de seguro médico está cubierto por la Conciliación?**

La Conciliación cubre cualquier póliza de seguro de salud totalmente asegurada de uno de los Planes de salud (Aetna, Anthem Blue Cross, Blue Shield of California, Health Net o United HealthCare). Se aceptarán los planes individuales, de grupos pequeños o grandes, los cuales incluyen, entre otros, los planes de Organización para el mantenimiento de la salud (Health Maintenance Organization, HMO) o los planes de Organización de proveedores preferidos (Preferred Provider Organization, PPO). Puede ser un Miembro del Grupo si hubiese pagado alguna parte de una prima de un seguro de salud para cualquiera de dichos planes en cualquier momento entre el 1 de enero de 2011 y el 8 de marzo de 2021, y vivía o trabajaba en uno de los condados pertinentes de California (consulte la pregunta n.º 5 anterior) cuando estaba realizando esos pagos.

### **7. ¿Qué es una póliza de seguro de salud “totalmente asegurada”?**

Una póliza de seguro de salud totalmente asegurada es una póliza de seguro de salud en la que la prima se paga al plan de salud y el plan de salud cubre los costos de atención médica (salvo deducibles, copagos y algunos otros cargos) para la persona que estuviese asegurada. Muchos empleadores compran pólizas totalmente aseguradas para sus empleados y, en algunos casos, los empleados pagarán una parte de la prima. Las personas que adquieren un seguro de salud personal por su cuenta, que no está patrocinado por un empleador u otra organización, también adquieren una póliza totalmente asegurada. **Si hubiese pagado alguna prima, en su totalidad o en parte, por una póliza de seguro de salud totalmente asegurada de uno de los Planes de salud en cualquier momento entre el 1 de enero de 2011 y el 8 de marzo de 2021 puede ser un Miembro del Grupo.**

Una póliza totalmente asegurada es diferente de una póliza “autoasegurada”. En el caso de una póliza autoasegurada, el empleador cubre los costos de atención médica (salvo deducibles, copagos y otros cargos determinados) para las personas físicas aseguradas. Sin embargo, el empleador generalmente contrata un plan de salud que ofreciese servicios administrativos con el fin de que gestionase el plan para el empleador en virtud de un contrato de “servicios exclusivamente administrativos” o “ASO” (administrative services only). Muchos

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[www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com)

empleadores medianos y grandes ofrecen un plan autoasegurado. Este tipo de póliza se aplica aun cuando los empleados cubiertos pudiesen pagar primas, o una porción de las primas, a un plan de salud, tuviesen una tarjeta de seguro del plan de salud, recibiesen estados de cuenta y facturas del plan de salud, tuviesen cuentas en el sitio web del plan de salud y tuviesen una cuenta de ahorros de salud a través del plan de salud. **Si solo hubiese participado en pólizas autoaseguradas entre el 1 de enero de 2011 y el 8 de marzo de 2021 o solo hubiese proporcionado pólizas autoaseguradas a sus empleados o Miembros del Grupo, no es un Miembro del Grupo.**

**8. ¿Qué sucede si no supiese si pagué una prima por una póliza de seguro de salud totalmente asegurada o autoasegurada ofrecida a través de mi empleador?**

Si no estuviese seguro, pregunte a su empleador o a su plan de salud. Si no pudiese preguntar a su empleador o plan de salud, dé por sentado que tuvo una póliza totalmente asegurada y que es un Miembro del grupo. Se tomará una decisión definitiva más adelante en el proceso de administración de reclamaciones.

**9. Si fuese un empleador que pagó una parte de las primas para beneficio de mis empleados, ¿soy Miembro del Grupo?**

Sí, si es un empleador, ya sea una persona física o empresa ubicada en uno de los condados de California mencionados con anterioridad (consulte la pregunta n.º 5 anterior) en cualquier momento entre el 1 de enero de 2011 y el 8 de marzo de 2021, no se retiró del Grupo y pagó alguna parte de las primas del seguro de salud por una póliza totalmente asegurada de uno de los Planes de salud, usted es un Miembro del Grupo.

**10. Si fuese una persona física que pagó solo una parte de las primas de una póliza totalmente asegurada a través de mi empleador, ¿soy Miembro del Grupo?**

Sí, si vivió o trabajó en uno de los condados de California mencionados con anterioridad (consulte la pregunta n.º 5 anterior) en cualquier momento entre el 1 de enero de 2011 y el 8 de marzo de 2021, no se retiró del Grupo, y, durante ese periodo y mientras viviese en uno de los condados antes detallados, pagó alguna parte de las primas del seguro de salud por una póliza totalmente asegurada de uno de los Planes de salud, usted es un Miembro del Grupo.

**11. Si pagué primas que cubrían los gastos de atención médica para los miembros de mi familia, ¿los miembros de mi familia también son Miembros del Grupo?**

No. Alguien que estaba cubierto por una póliza totalmente asegurada pero no pagó las primas no es un Miembro del Grupo, pero su reclamación puede incluir el monto que usted pagó por la póliza de sus familiares.

**12. ¿Qué sucede si hubiese pagado primas solo por un periodo corto de tiempo durante el plazo correspondiente?**

Si hubiese pagado alguna parte de las primas de una póliza de seguro de salud totalmente asegurada de un Plan de salud en cualquier momento entre el 1 de enero de 2011 y el 8 de marzo de 2021, no se retiró del Grupo, y cumpliera con los demás requisitos descritos con anterioridad, es un Miembro del Grupo.

**13. ¿Qué sucede si todavía no estoy seguro de si estoy incluido?**

Si todavía no estuviese seguro de ser un Miembro del Grupo, sírvase analizar la información detallada que se incluye en el Acuerdo de conciliación, el cual puede descargar en [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com). También puede comunicarse con el Administrador del Grupo a [info@SutterHealthPremiumLawsuit.com](mailto:info@SutterHealthPremiumLawsuit.com) o llamar al número gratuito 1-833-961-3465.

## **BENEFICIOS DE LA CONCILIACIÓN**

### **14. ¿Qué dispone la Conciliación?**

La Conciliación proporciona pagos monetarios a los Miembros del Grupo elegibles que presentasen una reclamación válida antes del **12 de septiembre de 2025**.

Si el Tribunal aprobase la Conciliación, a cambio de la liberación de los Reclamos eximidos por parte de los Miembros del Grupo, se establecerá un **Fondo de la Conciliación de \$228.5 millones**. Después del pago del costo de administración de la Conciliación, los honorarios de abogados (que no excedan el 33 % del Fondo de la Conciliación), el reembolso de los gastos de litigio y los pagos de compensación por servicios a los Demandantes por un monto que no exceda los \$20,000 para los tres Demandantes que testificaron en el juicio y \$15,000 para los otros tres Demandantes, el monto restante de la Conciliación (el “Fondo neto de la Conciliación”) se distribuirá a los Miembros del Grupo elegibles que presenten una reclamación válida, de conformidad con el Plan de distribución.

Encontrará más detalles en el Acuerdo de conciliación y el Plan de distribución disponibles en [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com).

### **15. ¿Cómo puedo recibir un pago?**

Para presentar una reclamación de pago de la Conciliación, los Miembros del Grupo elegibles deben completar y presentar dentro del plazo establecido un Formulario de reclamación. El Formulario de reclamación se puede obtener en línea en [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com) o comunicándose con el Administrador del Grupo a la información de contacto indicada más adelante. Los Formularios de reclamación deben ser presentados en línea o tener matasellos postal fechado a más tardar el **12 de septiembre de 2025** a:

Sutter Health Premium Overpayment  
Settlement c/o JND Legal Administration  
PO Box 91350  
Seattle, WA 98111  
[www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com)

Los fondos de la Conciliación se asignarán a los Miembros del Grupo elegibles que presenten una reclamación válida de la siguiente manera:

Los **Miembros del Grupo** son elegibles para recibir un pago basado en el monto total de las primas que pagaron durante el periodo comprendido entre el 1 de enero de 2011 y el 8 de marzo de 2021, el periodo para el cual se otorgan los daños y perjuicios. Los pagos se distribuirán de manera proporcional entre todos los Miembros del Grupo elegibles que presenten reclamaciones válidas (“Reclamantes autorizados”). El monto total de las primas pagadas se basará en los datos proporcionados durante el caso por Aetna, Anthem, Blue Shield, Health Net y United Healthcare (los “Planes de Salud”).

El monto del pago (es decir, el pago de la reclamación) a los Reclamantes autorizados se determinará mediante la fórmula siguiente:

Primas totales estimadas pagadas durante el periodo  
Del 1 de enero de 2011 al 8 de marzo de 2021 por el Reclamante A

*dividido entre*

Primas totales estimadas pagadas durante el periodo del 1 de enero de 2011 al 8 de marzo de 2021 por todos los Reclamantes autorizados que presenten reclamaciones

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*multiplicado por*

el total de dólares estadounidenses en el Fondo neto de la Conciliación

**= Pago de la reclamación del Reclamante A**

Las primas pagadas para las personas que adquirieron un seguro se basarán en los datos proporcionados por los Planes de salud. Estos datos deben permitir la estimación de las primas pagadas sin que fuese necesario que el Reclamante autorizado presentase información sobre primas.

Las primas pagadas por empleadores y otros grupos que pagaron primas para empleados o empleados más sus dependientes se basarán en (a) los datos proporcionados por los Planes de salud que muestren el monto total de las primas pagadas por el empleador o grupo y (b) un proceso para asignar las primas totales pagadas entre cada empleador/grupo específico y los empleados asociados que presentan reclamaciones.

Debido a que los empleadores/grupos y empleados a veces pagan una parte de los pagos de primas, el Plan de distribución asigna primas entre los dos. Al presentar una reclamación, los empleadores/grupos y empleados pueden elegir una **Opción predeterminada** o **Alternativa** para determinar la asignación de las primas pagadas entre el empleador/grupo y un empleado de ese empleador/grupo que presente una reclamación.

Para procesar las reclamaciones de manera eficiente, el Plan de distribución establece la siguiente asignación **Predeterminada** (con base en los estudios realizados por The Kaiser Family Foundation): (1) se considera que el 18 % de la prima de un empleado por una cobertura individual fue pagado por el empleado (y el 82 % restante, por el empleador) y (2) se considera que el 29 % de la prima de un empleado por una cobertura familiar fue pagado por el empleado (y el 71 % restante, por el empleador). La **Opción Alternativa** le permite a un reclamante enviar datos o registros que respaldasen un porcentaje de aporte superior que la Predeterminada. En cualquier caso en que un empleador/grupo realizara una reclamación, este recibirá crédito por las primas que no se asignasen de otro modo a los empleados reclamantes.

Si no presentase un Formulario de reclamación válido, a más tardar, el **12 de septiembre de 2025**, no recibirá un pago, pero quedará obligado por la sentencia que dictase el Tribunal.

**16. ¿Cuándo recibiré mi pago?**

Los pagos se harán a los Miembros del Grupo elegibles que presentasen un Formulario de reclamación válido después de que el Tribunal hubiese otorgado la “aprobación definitiva” a la Conciliación y se hubiesen resuelto todas las apelaciones, si las hubiera. Si hubiese alguna apelación, podrían tardar cierto tiempo en resolverse. Tenga paciencia.

**17. ¿Renuncio a algo si presento una reclamación?**

Si es un Miembro del Grupo, está obligado a cumplir con la Conciliación: Tiene derecho a presentar una reclamación. Ya sea que presente o no una reclamación, estará obligado por todas las decisiones del Tribunal. Los Reclamos eximidos y las Partes eximidas se definen en el Acuerdo de conciliación. El Acuerdo de conciliación está disponible en [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com).

**SI NO HICIERA NADA**

**18. ¿Qué sucede si no hago nada en absoluto?**

Si usted es un Miembro del Grupo, no recibirá un pago a menos que presente una reclamación antes de la fecha límite. Usted seguirá siendo un Miembro del Grupo y estará obligado por la Conciliación. Salvo que se haya excluido previamente del Grupo certificado, no podrá

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presentar una demanda ni ser parte de ninguna otra demanda en la que se afirmasen reclamaciones contra Sutter en relación con las acusaciones o las reclamaciones presentados en este caso.

### **NO PUEDE EXCLUIRSE DE LA CONCILIACIÓN**

#### **19. ¿Qué significa que no puedo excluirme de la Conciliación?**

En un momento anterior, todos los Miembros del Grupo tuvieron la oportunidad de excluirse o “retirarse” en el previo Aviso de demanda colectiva pendiente. Si usted se retiró en el plazo establecido o solicitó la exclusión a más tardar el 8 de marzo de 2021, entonces usted está excluido del Grupo. No hay ninguna oportunidad adicional para retirarse o “excluirse” del Grupo.

### **CÓMO OBJETAR LA CONCILIACIÓN**

#### **20. Cómo le indico al Tribunal que no me agrada la Conciliación?**

Si fuese Miembro del Grupo, puede objetar la Conciliación si no le agrada una parte o la totalidad de la misma. Usted puede solicitarle al Tribunal que niegue la aprobación al presentar una objeción. No puede solicitar al Tribunal que ordenase una conciliación diferente; el Tribunal solo puede aprobar o rechazar esta Conciliación. Si el Tribunal no da su aprobación, no se distribuirán los pagos de la Conciliación y la demanda continuará.

Toda objeción con respecto a la Conciliación propuesta debe plasmarse por escrito. Si presentase una objeción por escrito en debido tiempo y forma, puede comparecer, aunque no está obligado a hacerlo, en la Audiencia de imparcialidad, ya fuese en forma personal o a través de su propio abogado. Si comparece por intermedio de su propio abogado, es responsable de contratar y pagar a dicho abogado.

Su objeción por escrito debe incluir:

- su nombre completo, dirección actual y número de teléfono;
- el nombre del caso (*Sidibe, et al. v. Sutter Health*);
- una declaración escrita de todos los fundamentos para la objeción, acompañada de cualquier respaldo legal para la objeción (si la hubiera);
- copias de cualquier documento, escrito u otra documentación sobre el que se funda la objeción;
- una lista de todas las personas a quienes se llamará a testificar en apoyo de la objeción (si la hubiera);
- una declaración de si tiene intención de comparecer en la Audiencia de Imparcialidad; y
- su firma o la de su abogado.

Debe presentar su objeción ante el Tribunal, con sello postal fechado a más tardar el **28 de agosto de 2025**:

Secretario del Tribunal (Clerk of the Court):  
Office of the Clerk  
United States District Court  
Northern District of California  
450 Golden Gate Ave  
San Francisco, CA 94102

Objetar es decirle al Tribunal que no le agrada algo del Acuerdo de Conciliación. Puede impugnar solo si no se excluyó del Grupo certificado. Si anteriormente proporcionó una

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solicitud válida y dentro del plazo establecido para ser excluido, no tiene derecho a objetar porque la Conciliación ya no le concierne.

### **LOS ABOGADOS QUE LO REPRESENTAN**

#### **21. ¿Tengo un abogado que me represente?**

Sí. El Tribunal designó abogados para que lo representen a usted y a otros Miembros del Grupo. Estos abogados se denominan los Abogados del Grupo. Los siguientes abogados representan al Grupo:

Jean Kim  
Constantine Cannon LLP  
6 E 43rd Street, 26th Floor  
New York, NY 10017  
(212)350-2700

Matthew L. Cantor  
Shinder Cantor Lerner LLP  
14 Pennsylvania Plaza  
19th Floor  
New York, NY 10122  
(646) 960-8601

Azra Mehdi  
The Mehdi Firm, PC  
95 Third Street, 2nd Floor #9122  
San Francisco, CA 94103  
(415) 294-0070

#### **22. ¿Cómo se les pagará a los abogados?**

Los Abogados del Grupo solicitarán al Tribunal que apruebe los honorarios de abogados de un máximo del 33 % del Fondo de la Conciliación de \$228.5 millones más el reembolso de costos y gastos. También solicitarán al Tribunal que apruebe los pagos de compensación por servicios por un monto que no exceda los \$20,000 para los tres Demandantes que testificaron en el juicio, y \$15,000 para los otros tres Demandantes que recibirán el pago del Fondo de la Conciliación. Usted no será responsable del pago de estos honorarios, gastos o compensaciones. Dichos honorarios, costos y compensaciones deben ser aprobados por el Tribunal.

#### **23. ¿Debo contratar a mi propio abogado?**

Como Miembro del Grupo, no necesita contratar a su propio abogado, ya que los Abogados del Grupo trabajarán en nombre del Grupo. Sin embargo, si decidiese contratar a su propio abogado para que lo representase, tendrá que pagarle por su propia cuenta.

### **LA AUDIENCIA DE IMPARCIALIDAD DEL TRIBUNAL**

#### **24. ¿Cuándo y dónde decidirá el Tribunal si aprueba la Conciliación?**

El Tribunal celebrará una Audiencia de imparcialidad, **del 6 de noviembre de 2025**. En la audiencia, el Tribunal considerará si la Conciliación es justa, razonable y adecuada. El Tribunal también considerará si aprueba los honorarios y gastos de los abogados, por costos adicionales y por pagos de compensación por servicios a los seis Demandantes nombrados. En caso de existir objeciones, el Tribunal las considerará. El Tribunal escuchará a los Miembros del Grupo que hayan pedido la palabra en la audiencia. Después de la audiencia, el Tribunal decidirá si aprueba o no la Conciliación. No sabemos cuánto tiempo tardará la decisión, le rogamos que tenga paciencia.

**25. ¿Tengo que asistir a la audiencia?**

No. Usted no tiene que asistir a la audiencia. Los Abogados del Grupo presentarán el caso en nombre de los Demandantes y los abogados de Sutter lo harán en nombre de esta. Usted o su propio abogado son bienvenidos y pueden asistir por su cuenta y cargo, pero no es necesario que lo hagan. Si presentase una objeción, no tiene obligación de asistir al Tribunal para explicarla. Si envió su objeción por escrito al Tribunal a tiempo, el Tribunal la considerará.

**26. ¿Podré hablar en la audiencia?**

Sí, puede pedir permiso al Tribunal para tomar la palabra en la Audiencia de imparcialidad. Para hacerlo, debe enviar una carta en la que indique que es su “Aviso de intención de comparecer en el caso *Sidibe, et al. v. Sutter Health*” (*Notice of Intent to Appear in Sidibe, et al. v. Sutter Health*). Asegúrese de incluir su nombre, incluido el nombre de su empresa (si corresponde), la dirección postal actual, el número de teléfono y la firma. Su Aviso de intención de comparecer debe tener matasellos postal fechado a más tardar del **28 de agosto de 2025**, y debe enviarse al Secretario del Tribunal, a la dirección que se indica en la pregunta 20. No puede tomar la palabra en la audiencia si se excluyó del Grupo certificado.

**OBTENER MÁS INFORMACIÓN****27. ¿Dónde obtengo más información?**

En este Aviso, se resume la Conciliación propuesta. Encontrará información más detallada al respecto en [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com). También puede comunicarse con el Administrador del Grupo:

Sutter Health Premium Overpayment Settlement  
c/o JND Legal Administration  
P.O. Box 91350  
Seattle, WA 98111  
[info@SutterHealthPremiumLawsuit.com](mailto:info@SutterHealthPremiumLawsuit.com)  
1-833-961-3465

Se podrá acceder a copias completas del Acuerdo de conciliación y algunos de los documentos presentados en forma pública en este caso en el Sitio web de la Conciliación o al pagar una tarifa a través del sistema de Acceso público a los registros electrónicos del Tribunal (Public Access to Court Electronic Records, PACER) en <https://ecf.cand.uscourts.gov>. También pueden revisarse y copiarse en cualquier momento durante el horario de atención habitual en la oficina del secretario del Tribunal, Tribunal de Distrito de los Estados Unidos para el Distrito Norte de California, división de San Francisco, ubicado en 450 Golden Gate Avenue, San Francisco, CA 94102-3489.

**NO SE COMUNIQUE CON EL TRIBUNAL O A LA OFICINA DEL SECRETARIO DEL TRIBUNAL SI DESEARA CONSULTAR SOBRE ESTE CASO.**

Fecha: 22 de mayo de 2025

Documento expedido por orden del  
Tribunal de Distrito de los Estados Unidos para el  
Distrito Norte de California

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# EXHIBIT H

Must be postmarked by  
mail no later than  
September 12, 2025

SUTTER HEALTH PREMIUM OVERPAYMENT SETTLEMENT  
C/O JND LEGAL ADMINISTRATION  
PO BOX 91350  
SEATTLE, WA 98111  
[www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com)

## SUTTER HEALTH PREMIUM OVERPAYMENT SETTLEMENT CLAIM FORM

You may be eligible to receive a cash payment if:

1. You paid premiums for a fully-insured policy to Aetna, Anthem Blue Cross, Blue Shield of California, Health Net, or United Healthcare (collectively "Health Plans").
2. You paid these premiums sometime between January 1, 2011, and March 8, 2021.
3. While paying premiums, you lived or worked (or, if you are an employer, had an office located) in any of the following counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, or Yuba.

**The Easiest Way to File is Online at**  
**[www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com)**

## INSTRUCTIONS FOR COMPLETING THIS CLAIM FORM

1. Please provide below, and on page 7, the Unique ID contained in the email or on the postcard notice that you received. If you did not receive an email or postcard, or if you cannot locate your email/postcard, write "unavailable."

UNIQUE ID:

2. **Section A:** Please provide your contact information.
3. **Section B:** All claimants must provide their health insurance policy information.
4. **Section C:** Employee and Group claimants may review this section for additional options regarding claim payment.
5. **Section D:** All claimants must complete and provide payment election.
6. **Section E:** You must sign the claim form certification and mail it to the address below, postmarked by **September 12, 2025**, in order for your claim to be considered. Or you can quickly complete this claim form online at [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com).

Sutter Health Premium Overpayment Settlement  
C/O JND Legal Administration  
PO Box 91350  
Seattle, WA 98111

7. Please review the checklist on page 8 before submitting your claim.

*By submitting this claim form, you consent to the disclosure and use of your information by the Claims Administrator. The information you provide on this claim is confidential and will be used solely to contact you and process your claim. It will not be used for any other purpose.*

8. To be eligible for a payment, you **must** submit your claim form online or postmarked by **September 12, 2025**. Do not mail or deliver your claim form to the Court.



## SECTION A: CLAIMANT INFORMATION

<b>1. SUBSCRIBER/ COMPANY FULL NAME:</b>			
<b>2. MAILING ADDRESS:</b>	Street Address Line 1		
	Street Address Line 2		
	City	State	Zip
<b>3. COMPANY CONTACT: (NAME AND TITLE) (IF APPLICABLE)</b>			
<b>4. PHONE NUMBER:</b>			
<b>5. EMAIL ADDRESS:</b>			
<b>6. IF YOU ARE A GROUP CLAIMANT, PLEASE SELECT ONE OF THE FOLLOWING:</b>	<input type="checkbox"/> Your company/business/entity paid its premium through another purchasing entity, such as a Professional Employer Organization. Please state the name of the purchasing entity:  <hr/>		
	<input type="checkbox"/> You are a Professional Employer Organization, Union or Trade Association, or other associational entity that collected payment for, contracted with or purchased one or more policies from a Health Plan on behalf of your client companies, customers or members.		
	<input type="checkbox"/> None of the above.		



## SECTION B: HEALTH INSURANCE POLICY INFORMATION

Please provide the following information for each policy on which you paid a premium. If any information is unavailable, you may leave it blank.

If you require more space than the chart below provides, **you should file online at [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com)**. Or, you may make multiple copies of this page.

Name of Health Plan	Health Plan Group #	Subscriber ID (For Individuals Only)	Name of employer or group entity through which you paid an insurance premium (if applicable)	Mailing address of employer or group entity (if applicable)	Coverage Start Date (MM/YYYY)	Coverage End Date (MM/YYYY)	Covered Lives (Individual/Family)

Questions? Visit [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com) or call (833) 961-3465

To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>



## SECTION C: EXPLANATION OF EMPLOYER/EMPLOYEE PREMIUM PERCENTAGES

This Section Only Applies to Employee or Group Claimants.

The Settlement provides that payments will be based, in part, on premiums paid to Health Plans between January 1, 2011 and March 8, 2021.

The Settlement also provides default formulas for the Claims Administrator to use to determine what percentage of the premium was paid by an employer/entity and what percentage was contributed by its employees/members.

*100% of premiums for employees who do not file claims are allocated to the claiming employer. When an employee does claim, their premium share is determined through the default formulas, which provide that employees with single coverage are allocated 18% of the total premium paid on their behalf by their employer, and employees with family coverage are allocated 29%, with the remainder allocated to the employer. For a full discussion of how these formulas will be used in calculating claims, please refer to the Plan of Distribution at [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com).*

### **DEFAULT OPTION**

- **If you accept the Default Option**, you are **NOT** required to provide any additional data or evidence in support of your claim at this time.
- If another claimant's filing affects your claim, you will be provided with an opportunity to respond at a later date.

### **ALTERNATIVE OPTION**

- If you want to claim an alternative premium contribution instead of using the Default Option, you must complete the table on page 6 AND provide documents to support the percentages and amounts you list in the table.
- The Claims Administrator will review your documents and make a final decision. For any time period for which supporting data or evidence is not provided, the above Default Option will be applied.
- Selection of the Alternative Option does not ensure a contribution percentage higher than or equal to the Default Option. Your percentage will be dependent on a review process that includes a review of all materials submitted pertaining to your premium.



## SECTION C CONTINUED

**STOP:** If you want to use the **DEFAULT OPTION**, **DO NOT** FILL OUT THIS SECTION.

If you would like to use the **ALTERNATIVE OPTION** instead of receiving the Default Option, please state the percentage contribution you believe you contributed for each year that you were enrolled in a Health Plan health insurance.

Year	Percentage (%)	Amount Paid (\$)
2011		
2012		
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		

***REMINDER: If you choose to apply for an alternative contribution percentage you must supply documentation with this claim form supporting the percentage you claim to have contributed and proof of the amount you paid. If you fill out this chart to apply for an alternative contribution percentage without providing additional documentation, the above Default Option will be applied to your claim.***



## SECTION D: PAYMENT ELECTION

Please let us know how you would like to receive your settlement payment if your claim is deemed valid. **You may only check one box below.**

*Final determinations of claim amounts will not be made until after processing by the Claims Administrator is complete. Claims will not be paid if the value is equal to or less than \$5.00.*

*Claimants who submit valid, approved claims shall receive a pro-rata percentage of the Net Settlement Fund based upon their estimated proportion of the cumulative total of premiums paid by all claimants.*

I would like to receive my payment by...

☐ Electronic

Debit Card



Email: \_\_\_\_\_

☐ Check

**YOU MUST SIGN AND DATE YOUR CLAIM FORM BELOW IN ORDER TO BE ELIGIBLE TO BE PAID IN THIS SETTLEMENT**



## SECTION E: SIGNATURE

I affirm under the laws of the United States and the laws of my State of residence that the information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that I may be asked to provide supplemental information to the Claims Administrator before my claim is considered complete and valid.

**UNIQUE ID:**

<b>Signature:</b>	<b>Dated:</b>
<b>Print Name:</b>	<b>Title</b> (if signing on behalf of company/business/entity):



## CHECKLIST

- ✓ Did you include your Unique ID on page 2 and page 7? Or, if you do not have a Unique ID, did you write “unavailable”?
- ✓ Did you complete all fields in Sections A, B and C, as applicable?
- ✓ If you elected the Alternative Option in Section C, did you include supporting documentation or information?
- ✓ Did you complete Section D and tell us how you want to receive payment?
- ✓ Did you sign and date the claim form at Section E?
- ✓ Did you mail your form prior to the deadline?

*If any of your contact information changes, you must promptly notify us by emailing  
info@SutterHealthPremiumLawsuit.com.*

*Please note that Settlement benefits will be distributed after the Settlement is approved by the Court and final.  
Please be patient.*

Debe enviarse por  
correo con matasellos  
no posterior al 12 de  
septiembre de 2025

SUTTER HEALTH PREMIUM OVERPAYMENT SETTLEMENT  
C/O JND LEGAL ADMINISTRATION  
PO BOX 91350  
SEATTLE, WA 98111  
[www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com)

## FORMULARIO DE RECLAMO PARA EL ACUERDO DE CONCILIACIÓN POR SOBREPAGO DE PRIMAS DE SUTTER HEALTH

Usted podría reunir los requisitos para recibir un pago en efectivo si:

1. Usted pagó primas por una póliza totalmente asegurada a Aetna, Anthem Blue Cross, Blue Shield of California, Health Net o United Healthcare (en conjunto, "Planes de Salud").
2. Usted pagó estas primas en algún momento entre el 1 de enero de 2011 y el 8 de marzo de 2021.
3. Mientras pagaba las primas, usted vivía o trabajaba (o, si es empleador, tenía una oficina) en cualquiera de los siguientes condados: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Francisco, San Joaquin, San Mateo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo o Yuba.

**La forma más fácil de presentar un reclamo es hacerlo en línea en**  
**[www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com)**.

## INSTRUCCIONES PARA COMPLETAR ESTE FORMULARIO DE RECLAMO

1. Indique a continuación, y en la página 7, la ID. única que figura en el correo electrónico o en el aviso postal que recibió. Si no recibió un correo electrónico o un aviso postal, o si no puede localizar su correo electrónico/aviso postal, escriba "no disponible".

ID. ÚNICA	
-----------	--

2. **Sección A:** Proporcione su información de contacto.
3. **Sección B:** Todos los demandantes deben proporcionar la información de su póliza de seguro médico.
4. **Sección C:** Los demandantes empleados y colectivos pueden revisar esta sección para ver opciones adicionales con respecto al pago del reclamo.
5. **Sección D:** Todos los demandantes deben completar y proporcionar la elección de pago.
6. **Sección E:** Debe firmar la certificación del formulario de reclamo y enviarlo por correo a la dirección que figura a continuación, con matasellos anterior al **12 de septiembre de 2025**, para que su reclamo sea considerado. O puede completar rápidamente este formulario de reclamo en línea en [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com).

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Seattle, WA 98111

7. Revise la lista de verificación de la página 8 antes de enviar su reclamo.

*Al enviar este formulario de reclamo, usted da su consentimiento para que el Administrador de Reclamos divulgue y utilice su información. La información que proporcione en este reclamo es confidencial y se utilizará únicamente para ponerse en contacto con usted y tramitar su reclamo. No se utilizará para ningún otro fin.*

8. Para tener derecho a un pago, **debe** enviar su formulario de reclamo en línea o por correo postal con matasellos anterior al **12 de septiembre de 2025**. No envíe por correo electrónico ni entregue este formulario de reclamo al Tribunal.



## SECCIÓN A: INFORMACIÓN DEL RECLAMANTE

<b>1 NOMBRE COMPLETO DEL SUScriptor/LA COMPAÑÍA:</b>			
<b>2. DOMICILIO POSTAL:</b>	Dirección física, línea 1		
	Dirección física, línea 2		
	Ciudad	Estado	Código postal
<b>3. CONTACTO DE LA COMPAÑÍA: (NOMBRE Y CARGO) (SI CORRESPONDE)</b>			
<b>4. NÚMERO DE TELÉFONO:</b>			
<b>5. DIRECCIÓN DE CORREO ELECTRÓNICO:</b>			
<b>6. SI ES UN DEMANDANTE COLECTIVO, SELECCIONE UNA DE LAS SIGUIENTES OPCIONES:</b>	<p><input type="checkbox"/> Su compañía/empresa/entidad pagó la prima a través de otra entidad adquirente, como una organización profesional de empleadores. Indique el nombre de la entidad adquirente: _____</p> <p><input type="checkbox"/> Usted es una organización profesional de empleadores, un sindicato o una asociación comercial, u otra entidad de asociación que cobró, contrató o compró una o más pólizas de un Plan de Salud en nombre de sus empresas cliente, clientes o miembros.</p> <p><input type="checkbox"/> Ninguna de opciones las anteriores.</p>		



## SECCIÓN B: INFORMACIÓN SOBRE LA PÓLIZA DE SEGURO MÉDICO

Proporcione la siguiente información para cada póliza por la que haya pagado una prima. Si no dispone de alguna información, puede dejar el espacio en blanco.

Si necesita más espacio del que ofrece el cuadro siguiente, **debe presentar el reclamo en línea en [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com)**. O bien, puede hacer varias copias de esta página.

Nombre del Plan de Salud	N.º de grupo del Plan de Salud	ID. del suscriptor (solo para personas físicas)	Nombre del empleador o entidad del grupo a través del cual pagó la prima del seguro (si procede)	Dirección postal del empleador o entidad del grupo (si procede)	Fecha de inicio de la cobertura (MM/AAAA)	Fecha de finalización de la cobertura (MM/AAAA)	Personas cubiertas (persona física/familia)

¿Tiene preguntas? Visite [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com) o llame al (833) 961-3465

Para ver la política de privacidad de JND, visite <https://www.indla.com/privacy-policy>



## SECCIÓN C: EXPLICACIÓN DE LOS PORCENTAJES DE LAS PRIMAS DEL EMPLEADOR/EMPLEADO

Esta sección solo se aplica a los Demandantes empleados o colectivos.

El Acuerdo de Conciliación establece que los pagos se basarán, en parte, en las primas pagadas a los Planes de Salud entre el 1 de enero de 2011 y el 8 de marzo de 2021.

El Acuerdo de Conciliación también establece fórmulas predeterminadas que el Administrador de Reclamos utilizará para determinar qué porcentaje de la prima fue pagado por un empleador/entidad y qué porcentaje fue aportado por sus empleados/miembros.

*El 100 % de las primas para empleados que no presenten reclamos será asignado al empleador demandante. Cuando un empleado presenta un reclamo, su parte de la prima se determina mediante las fórmulas predeterminadas, que establecen que a los empleados con cobertura individual se les asigna el 18 % del total de la prima pagada en su nombre por su empleador, y a los empleados con cobertura familiar se les asigna el 29 %, y el resto se asigna al empleador. Para obtener información detallada sobre cómo se utilizarán estas fórmulas para calcular los reclamos, consulte el Plan de Distribución en [www.SutterHealthPremiumLawsuit.com](http://www.SutterHealthPremiumLawsuit.com).*

### **OPCIÓN PREDETERMINADA**

- **Si acepta la Opción Predeterminada, NO** es necesario que proporcione datos o pruebas adicionales en este momento para respaldar su reclamo.
- Si la presentación de un reclamo de otro demandante afecta su reclamo, se le brindará la oportunidad de responder en una fecha posterior.

### **OPCIÓN ALTERNATIVA**

- Si desea reclamar una contribución de prima alternativa en lugar de utilizar la Opción Predeterminada, debe completar la tabla de la página 6 Y proporcionar documentos que respalden los porcentajes y los montos que usted incluye en la tabla.
- El Administrador de Reclamos revisará los documentos y tomará una decisión final. Se aplicará la Opción Predeterminada antes mencionada en aquellos periodos para los cuales no se hayan presentado datos o pruebas de respaldo.
- La selección de la Opción Alternativa no garantiza un porcentaje de contribución superior o igual a la Opción Predeterminada. Su porcentaje dependerá de un proceso de revisión que incluye una revisión de todo el material presentado relacionado con sus primas.



## SECCIÓN C (CONTINUACIÓN)

**DETÉNGASE:** Si desea usar la **OPCIÓN PREDETERMINADA**, **NO** COMPLETE ESTA SECCIÓN.

Si desea utilizar la **OPCIÓN ALTERNATIVA** en lugar de recibir la Opción Predeterminada, indique el porcentaje de contribución que cree que ha aportado cada año que ha estado inscrito en un seguro médico del Plan de Salud.

Año	Porcentaje (%)	Importe pagado (\$)
2011		
2012		
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		

**RECORDATORIO:** Si decide solicitar un porcentaje de contribución alternativo, debe proporcionar documentación junto con este formulario de reclamo que respalde el porcentaje que afirma haber contribuido y una prueba del importe que pagó. Si completa este cuadro para solicitar un porcentaje de contribución alternativo sin proporcionar documentación adicional, se aplicará la Opción Predeterminada a su reclamo.



## SECCIÓN D: OPCIÓN DE PAGO

Infórmenos cómo le gustaría recibir el pago del Acuerdo de Conciliación, si su reclamo fuese considerado válido. **Solo puede marcar una casilla a continuación.**

*Las determinaciones finales en cuanto a los montos del reclamo estarán disponibles después de que el Administrador de Reclamos haya completado todo el proceso. No se pagarán reclamos cuyo valor sea igual o inferior a \$5.00.*

*Los demandantes que presenten reclamos válidos y aprobados recibirán un porcentaje prorrateado del Fondo Neto del Acuerdo de Conciliación en función de la proporción estimada del total acumulado de las primas pagadas por todos los demandantes.*

Deseo recibir mi pago mediante...

- ☐ Tarjeta  
de débito electrónica → Correo electrónico: \_\_\_\_\_
- ☐ Cheque

**DEBE FIRMAR Y COLOCAR LA FECHA A CONTINUACIÓN EN SU FORMULARIO DE RECLAMO PARA SER ELEGIBLE Y RECIBIR UN PAGO EN VIRTUD DE ESTE ACUERDO DE CONCILIACIÓN**



## SECCIÓN E: FIRMA

Afirmo en virtud de las leyes de los Estados Unidos y las leyes del estado en el que resido que, a mi leal saber y entender, la información suministrada en este Formulario de Reclamo por el abajo firmante es fiel y exacta, y que este formulario se firmó en la fecha que figura a continuación.

Entiendo que me puede solicitar que proporcione información adicional al Administrador de Reclamos antes de que mi reclamo se considere completo y válido.

**ID. ÚNICA**

<b>Firma:</b>	<b>Fecha:</b>
<b>Nombre en letra de imprenta:</b>	<b>Cargo</b> (si firma en nombre de una compañía/negocio/entidad):



## LISTA DE VERIFICACIÓN

- ✓ ¿Incluyó su ID. única en la página 2 y en la página 7? O bien, si no tiene una ID. única, ¿escribió “No disponible”?
- ✓ ¿Ha completado todos los campos de las secciones A, B y C, según corresponda?
- ✓ Si ha elegido la Opción Alternativa de la sección C, ¿ha incluido la documentación o información de respaldo?
- ✓ ¿Ha completado la sección D y nos ha indicado cómo desea recibir el pago?
- ✓ ¿Firmó y colocó la fecha en la sección E del Formulario de Reclamo?
- ✓ ¿Envío su formulario antes de la fecha límite?

*Si se modifica alguno de sus datos de contacto, debe notificarnos de inmediato por correo electrónico a [info@SutterHealthPremiumLawsuit.com](mailto:info@SutterHealthPremiumLawsuit.com).*

*Tenga en cuenta que los beneficios del Acuerdo de Conciliación se distribuirán después de que el Tribunal lo apruebe y sea definitivo.*

*Le solicitamos que tenga paciencia.*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

DJENEBA SIDIBE, JERRY JANKOWSKI, SUSAN  
HANSEN, DAVID HERMAN, OPTIMUM  
GRAPHICS, INC., and JOHNSON POOL & SPA, on  
Behalf of Themselves and All Others Similarly  
Situating,

Plaintiffs,

vs.

SUTTER HEALTH,

Defendant.

Case No. 3:12-cv-4854-LB

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR FINAL  
SETTLEMENT APPROVAL AND  
CLASS COUNSEL'S MOTION FOR  
ATTORNEYS' FEES, COSTS AND  
SERVICE AWARDS**

Pending before the Court is Plaintiffs' motion for final approval of their proposed Class Settlement with Defendant Sutter Health and Class Counsel's motion for attorneys' fees, reimbursement of costs and service awards.

WHEREAS, the parties have reached an agreement providing for the settlement and dismissal with prejudice of the claims asserted in this action;

WHEREAS, Plaintiffs have submitted the proposed Settlement Agreement and materials in support of final approval;

WHEREAS, Class Counsel have submitted materials in support of their request for attorneys' fees, reimbursement of litigation costs and service awards for class representatives;

WHEREAS, due and adequate notice has been given to Class Members regarding the proposed settlement and the petition for fees and costs;

WHEREAS, a Fairness Hearing was conducted on November 6, 2025; and

WHEREAS, the 90-day period provided by the Class Action Fairness Act, 28 U.S.C. § 1715(d), has expired.

NOW, THEREFORE, in consideration of all papers filed and proceedings held herein and otherwise being fully informed and good cause appearing, the Court finds that the proposed settlement is fair, reasonable, adequate and in the best interest of the Class. The Court further finds

1 that Class Counsel's requested fees and reimbursement of costs is reasonable and well supported.  
2 The Court GRANTS final approval of the proposed Class Settlement and awards attorneys' fees,  
3 costs and service awards to be paid from the Settlement Fund as follows:

- 4 (1) Litigation costs in the amount of \$28,146,121;
- 5 (2) Attorneys' fees in the amount of \$75.4 million;
- 6 (3) Service awards in the amount of \$105,000; and
- 7 (4) The Claims Administrator's costs for settlement notice and class administration as  
8 incurred.

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10 **IT IS SO ORDERED**

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12 DATED: \_\_\_\_\_, 2025  
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HONORABLE LAUREL BEELER  
UNITED STATES MAGISTRATE JUDGE  
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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

DJENEBA SIDIBE, et al.,

Plaintiffs,

vs.

SUTTER HEALTH,

Defendant.

Case No. 3:12-cv-4854-LB

**[PROPOSED] FINAL JUDGMENT  
AND DISMISSAL**

The Court hereby enters final judgment in this action as between Plaintiffs and Defendant Sutter Health, as defined in Federal Rule of Civil Procedure 58(a). Pursuant to this Final Judgment:

1. All Released Claims of Plaintiffs and the Class are hereby released as against Defendant and all other Released Parties as defined in the Settlement.
2. Without effecting the finality of the Court's judgment in any way, the Court retains jurisdiction over this matter for the purposes of resolving issues related to the interpretation, administration, implementation, effectuation and enforcement of the Settlement.
3. The parties and the Class Administrator are hereby ordered to comply with the terms of the Settlement.
4. This action is dismissed with prejudice as against the Defendant, each side to bear its own costs, expenses and attorneys' fees except as provided by the Settlement and the Court's orders.
5. This document constitutes a final judgment and separate document for purposes of

1 Federal Rule of Civil Procedure 58(a).

2 6. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil  
3 Procedure, that this Final Judgment should be entered and that there is no just reason for delay in  
4 the entry of this Final Judgment as to Plaintiffs and the Class and Defendants.

5 7. Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

6 8. The Clerk shall close the case file.  
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9 DATED: \_\_\_\_\_, 2025  
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13 HONORABLE LAUREL BEELER  
14 UNITED STATES MAGISTRATE JUDGE  
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