

David V. **FILED**
OCT 29 2024

SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

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*[Exempt from filing fees pursuant to
Government Code § 6103]*

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 COUNTY OF HUMBOLDT

21 **THE PEOPLE OF THE STATE OF**
22 **CALIFORNIA,**

23 Plaintiff,

24 v.

25 **ST. JOSEPH HEALTH NORTHERN**
26 **CALIFORNIA, LLC AND DOES 1-10,**

27 Defendants.
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Case No. CV2401832

**STIPULATION AND [PROPOSED]
ORDER**

Action Filed: September 30, 2024

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1 WHEREAS, the labor and delivery unit of Mad River Community Hospital is currently
2 set to close on October 31, 2024, after which Providence Hospital will operate the only labor and
3 delivery unit in Humboldt County;

4 WHEREAS, the Parties mutually desire to ensure that pregnant patients receive adequate
5 treatment for emergency medical conditions, based on the professional judgment of the treating
6 physician;

7 WHEREAS, the Parties have initiated discussions regarding the settlement of this case;

8 WHEREAS, SJH, without admitting any liability and consistent with its high standards
9 for safe, quality, compassionate care; commits to fully comply with its own existing policies
10 which are consistent with California's ESL with respect to pregnant patients experiencing
11 emergency medical conditions; and

12 WHEREAS, the Parties' stipulation does not constitute a waiver of the People's
13 allegations.

14 NOW THEREFORE, the Parties stipulate and agree that:

- 15 1) The hearing on the Motion, and all corresponding briefing deadlines, shall be taken
16 off calendar; and
- 17 2) SJH, without admitting any liability related to the claims asserted in this Action, and
18 consistent with its high standards for safe, quality, compassionate care; and the
19 People, without waiving any allegation regarding SJH's prior conduct as detailed in
20 the Complaint, agrees to fully comply with California's ESL, Health & Safety Code
21 section 1317, *et. seq.* with respect to pregnant patients experiencing emergency
22 medical conditions. Providence Hospital specifically agrees to:
 - 23 a) Continue to allow its physicians to terminate a patient's pregnancy (via induced
24 labor, a Dilation and Evacuation procedure, or any other procedure that the
25 relevant personnel are licensed and qualified to perform and for which
26 Providence Hospital has the physical facilities to accommodate) whenever the
27 treating physician(s) determine in their professional judgment that failing to
28 immediately terminate the pregnancy would be reasonably expected to:

- i. Place the patient's health in serious jeopardy;
 - ii. Result in serious impairment to the patient's bodily functions; or
 - iii. Result in serious dysfunction of any bodily organ or part of the patient.
- b) Follow the ESL's pre-transfer treatment requirements. In particular, Providence Hospital agrees that it will not transfer a pregnant patient without first providing emergency services and care that the patient's treating physician(s) determine in their professional judgment are medically necessary (including where applicable terminating a pregnancy) such that there is a reasonable medical probability that the transfer or the delay caused by the transfer will not result in a material deterioration in the medical condition in, or jeopardy to, the patient's medical condition or expected chances for recovery.
- c) Follow the policy and protocol requirements of the ESL enumerated in Health & Safety Code section 1317.2 and all applicable protocols and regulations for transfers prescribed by the California Department of Public Health.
- 3) SJH agrees that, within seven days of the issuance of this Order, the Providence Hospital shall provide written notice of this Order, and all obligations under it, to all of Providence Hospital's medical staff and each and every physician with privileges at Providence Hospital.
- 4) The court shall have jurisdiction to enforce the terms of this stipulation.

[SIGNATURES ON THE FOLLOWING PAGE]

1 IT IS SO STIPULATED.

2
3 Dated: October 28, 2024

Respectfully submitted,

4 ROB BONTA
Attorney General of California
5 KARLI EISENBERG
Supervising Deputy Attorney General

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7
8 /s/ David Houska
DAVID HOUSKA
9 Deputy Attorney General

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11 K&L GATES LLP

12 By: /s/ Daniel Glassman
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13 Paul W. Sweeney Jr.
14 Taylor Yamahata

15 Attorneys for Defendant
St. Joseph Health Northern California, LLC
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1 Providence Hospital must comply will all applicable protocols and regulations
2 for transfers prescribed by the California Department of Public Health.

- 3 3) Within seven days of the issuance of this Order, Providence Hospital shall provide
4 written notice of this Order, and all obligations under it, to all of Providence
5 Hospital's medical staff and each and every physician with privileges at Providence
6 Hospital.
- 7 4) Nothing in this Order changes the ordinary requirements for obtaining informed
8 consent from a patient or their medical proxy before performing a medical procedure.
9 Nothing in this Order compels Providence Hospital to perform any treatment if a
10 patient (or their medical proxy where appropriate) declines such treatment after being
11 fully advised of the possible risks and benefits.
- 12 5) The Court shall have jurisdiction to enforce the terms of this stipulation.
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15 **IT IS SO ORDERED.**

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18 Date: **OCT 29 2024**

18 Signed: **TIMOTHY A. CANNING**
19 Judge of the Superior Court

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RECEIVED

OCT 28 2024

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT**