

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 alleged in the complaints filed by Plaintiffs, including in the Fourth Amended Complaint, or otherwise alleged in this Action including during the first trial of this matter in 2022, 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

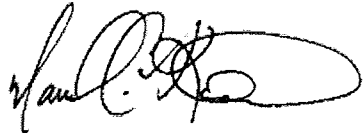
The Settling Parties confirm, and will so represent to the Court, that these settlement negotiations were arm's-length and facilitated through the aid of the mediator described above, and that there was no discussion of attorneys' fees or expenses prior to or in the course of negotiating the Settlement. 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: May 22, 2025

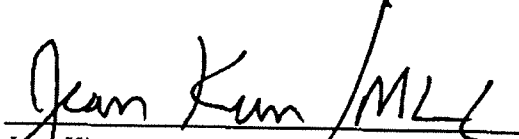
JONES DAY

By: 
David C. Kiernan
Counsel for Defendant Sutter Health

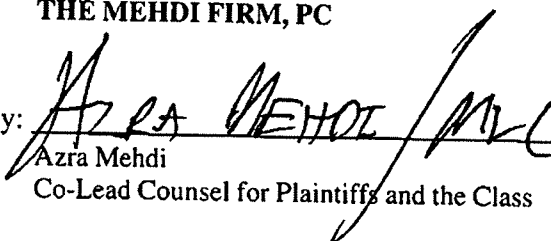
SUTTER HEALTH

By: 
Jonathan Ma
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