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*[Exempt from filing fees pursuant to
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18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 COUNTY OF HUMBOLDT

21
22 **THE PEOPLE OF THE STATE OF
CALIFORNIA,**
23 Plaintiff,
24 v.
25 **ST. JOSEPH HEALTH NORTHERN
CALIFORNIA, LLC AND DOES 1-10,**
26 Defendants.
27

Case No. CV2401832
**STIPULATION AND [PROPOSED]
ORDER**
Action Filed: September 30, 2024

PAX FILE

1 **STIPULATION OF THE PARTIES**

2 Plaintiff, the People of the State of California, by and through Attorney General Rob
3 Bonta (the People), and Defendant St. Joseph Health Northern California LLC (SJH) (the People
4 and SJH collectively the Parties) hereby agree and stipulate as follows:

5 WHEREAS, the People filed this Action on September 30, 2024, and served SJH on
6 October 1, 2024;

7 WHEREAS, the People generally allege, among other things, that Providence St. Joseph
8 Hospital (Providence Hospital) in Eureka, California, operated by SJH, fails to provide adequate
9 emergency services and care to pregnant patients in danger of “loss of life, or serious injury or
10 illness.” The People further allege that Providence Hospital’s conduct violates California’s
11 Emergency Services Law (ESL), the Unruh Civil Rights Act, and the Unfair Competition Law;

12 WHEREAS, SJH denies these allegations and the other allegations set forth in the
13 Complaint filed by the People;

14 WHEREAS, when the People filed the Complaint, the People also moved for a
15 preliminary injunction to require Providence Hospital to comply with the terms of the ESL (the
16 Motion);

17 WHEREAS, the People originally noticed the hearing on the Motion for October 25,
18 2024;

19 WHEREAS, SJH’s response to the Motion was originally due on October 14, 2024 and
20 the People’s reply was originally due on October 18, 2024;

21 WHEREAS, the People filed a notice of supplemental factual authority and declaration on
22 October 10, 2024;

23 WHEREAS, the Parties submitted a Stipulation and [Proposed] Order to the Court on
24 October 15, 2024, requesting to reset the hearing date on the Motion to November 15, 2024, to
25 reset the deadline for SJH’s response to the Motion to October 28, 2024, and to reset the deadline
26 for the People’s reply to November 8, 2024;

27 WHEREAS, the Stipulation and Order was signed by the Court on October 21, 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:

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- 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.

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3 Dated: October 28, 2024

Respectfully submitted,
ROB BONTA
Attorney General of California
KARLI EISENBERG
Supervising Deputy Attorney General

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/s/ David Houska
DAVID HOUSKA
Deputy Attorney General

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Attorneys for Defendant
St. Joseph Health Northern California, LLC

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1 **[PROPOSED] ORDER**

2 Pursuant to the Stipulation of the Parties, the Court having considered the matter, and
3 good cause appearing, it is **ORDERED** that:

- 4 1) The hearing on the People of the State of California’s Motion for Preliminary
5 Injunction, and all corresponding briefing deadlines, shall be taken off calendar.
- 6 2) The hospital known as Providence St. Joseph Hospital (Providence Hospital),
7 operated by Defendant St. Joseph Health Northern California, LLC, without
8 admitting any liability, must fully comply with California’s Emergency Services Law
9 (ESL), Health & Safety Code section 1317, *et. seq.* with respect to pregnant patients
10 experiencing emergency medical conditions. Providence Hospital must specifically:
- 11 a) Allow its physicians to terminate a patient’s pregnancy (via induced labor, a
12 Dilation and Evacuation procedure, or any other procedure that the relevant
13 personnel are licensed and qualified to perform and for which Providence
14 Hospital has the physical facilities to accommodate) whenever the treating
15 physicians determine in their professional judgment that failing to immediately
16 terminate the pregnancy would be reasonably expected to:
- 17 i. Place the patient’s health in serious jeopardy;
18 ii. Result in serious impairment to the patient’s bodily functions; or
19 iii. Result in serious dysfunction of any bodily organ or part of the patient.
- 20 b) Follow the ESL’s pre-transfer treatment requirements. In particular, Providence
21 Hospital may not transfer a pregnant patient without first providing emergency
22 services and care (including where applicable terminating a pregnancy) such that
23 there is a reasonable medical probability that the transfer or the delay caused by
24 the transfer will not result in a material deterioration in the medical condition in,
25 or jeopardy to, the patient’s medical condition or expected chances for recovery.
- 26 c) Follow the policy and protocol requirements of the ESL enumerated in Health &
27 Safety Code section 1317.2. In particular, Providence Hospital may not
28 “discharge” patients with instructions to self-transport to another facility and

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Providence Hospital must comply will all applicable protocols and regulations for transfers prescribed by the California Department of Public Health.

- 3) Within seven days of the issuance of this Order, 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) Nothing in this Order changes the ordinary requirements for obtaining informed consent from a patient or their medical proxy before performing a medical procedure. Nothing in this Order compels Providence Hospital to perform any treatment if a patient (or their medical proxy where appropriate) declines such treatment after being fully advised of the possible risks and benefits.
- 5) The Court shall have jurisdiction to enforce the terms of this stipulation.

IT IS SO ORDERED.

Date: _____

Signed: _____
Judge of the Superior Court

RECEIVED

OCT 28 2024

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT**