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SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF HUMBOLDT
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14 **THE PEOPLE OF THE STATE OF
CALIFORNIA,**

15 Plaintiff,

16 v.

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18 **ST. JOSEPH HEALTH NORTHERN
CALIFORNIA, LLC; DOES 1-10,**

19 Defendants.
20

Case No. CV2401832

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF THE
PEOPLE OF THE STATE OF
CALIFORNIA'S MOTION TO
ENFORCE STIPULATION AND ORDER**

Date: June 30, 2025

Time: 10:30 a.m.

Dept: 4

Judge: Hon. Timothy A. Canning

Action Filed: September 30, 2024

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INTRODUCTION

The obligations under the Stipulation and Order this Court entered on October 29, 2024 (Stipulation and Order) are as clear and straightforward as obligations can be: “Providence St. Joseph Hospital (Providence Hospital) . . . *must fully comply* with California’s Emergency Services Law (ESL) . . . with respect to pregnant patients experiencing emergency medical conditions.” (Decl. of Katelyn Wallace (Wallace Decl.), Ex. 6 [Stipulation and Order] at p. 97, ¶ 2, emphasis added.) No exceptions. No limitations. The Stipulation and Order also importantly state it is the healthcare provider that renders the ultimate determination. (*Id.* at pp. 94-95, ¶ 2.a. & p. 97, ¶ 2.a.) In exchange for this compliance by Defendant St. Joseph Health Northern California, LLC (SJH), the People of the State of California (the People) agreed to withdraw their Motion for Preliminary Injunction. (*Id.* at p. 94, ¶ 1.)

The Stipulation and Order provide protection to pregnant people in Humboldt County and reassurance that the only emergency department in 100 miles will treat them during an obstetric emergency, rather than turn them away. The Stipulation and Order also offer much needed clarity to doctors at Providence who previously had their autonomy restricted by a policy that—contrary to the medical standard of care—prohibited them from providing emergency abortions when fetal heart tones were present, unless the mother’s life was sufficiently at risk. But precisely when a patient was close enough to death to permit doctors to provide healthcare was never made clear—despite repeated requests for this guidance, Providence offered none. (Wallace Decl., Ex. 5 [Decl. of Dr. Simon Stampe ISO People’s Mot. Prelim. Inj.] ¶¶ 5-6.) Instead, the hospital allowed concerns and confusion about the policy to persist—indifferent to the harm it could cause. (*Id.* ¶ 6.) Indeed, just months after one doctor voiced such concern, which went unanswered by Providence Hospital leadership, Anna Nusslock walked through the emergency department doors. (*Ibid.*; Wallace Decl., Ex. 2 [Decl. of Anna Nusslock ISO People’s Mot. Prelim. Inj.] ¶ 6.) Providence’s vague, dangerously undefined policy is precisely what led the People to file this lawsuit and seek a preliminary injunction.

Now, seven months after validly entering the Stipulation, SJH has asserted its intent to file a motion to modify or clarify the Stipulation “to make clear” that it “does not require SJH to

1 provide procedures to terminate a pregnancy that are prohibited by the [Ethical and Religious
2 Directives, or] ERDs.” (Wallace Decl., Ex. 13 [SJH CMC Statement] at p. 165.) In other words,
3 SJH seeks to reinject vagueness into how it treats pregnant patients and, ultimately, open the door
4 to deviate from the unambiguous obligations SJH submitted to last year: follow the law. SJH’s
5 anticipated motion escalates a deeply concerning position they have previewed before: that the
6 Stipulation and Order do not mean what they plainly state and that SJH only has to comply with
7 them to the extent doing so does not violate the ERDs. (See *id.*, Ex. 7 [SJH Demurrer] at p. 108,
8 fn. 3, Exs. 9 & 12.) The People have sought to address and clarify SJH’s position, but SJH’s
9 responses have been equally confusing—simultaneously claiming the ERDs limit the Stipulation
10 and that SJH fully intends to comply with the ESL. (See *id.*, Exs. 8-10, 12.)

11 At bottom, SJH’s position—that the ERDs limit its obligations under the Stipulation and
12 Order—is contrary to law. As discussed below, a stipulation’s unambiguous text controls its
13 interpretation. (See Civ. Code, § 1638.) And here, the unambiguous text requires SJH’s full
14 compliance with the ESL. (Wallace Decl., Ex. 6 at pp. 97-98, ¶ 2.) Moreover, matters not
15 referenced in a stipulation cannot alter its explicit language. (See *In re Marriage of Gilbert-
16 Valencia & McEachen* (2023) 98 Cal.App.5th 520, 525-526.) The Stipulation and Order do not
17 even mention the ERDs, and so the ERDs cannot limit the obligations thereunder—no matter how
18 much SJH wishes it.

19 Given SJH’s position, the People are gravely concerned about the renewed risk of SJH
20 contravening the ESL and denying emergency abortion care. Even a single violation would be
21 devastating, as no one should have to endure what Anna Nusslock and others experienced at
22 Providence. At worst, a violation could result in death. Indeed, Anna Nusslock’s survival was
23 not a foregone conclusion. (Wallace Decl., Ex. 3 [Decl. of Dr. Elizabeth Micks ISO People’s
24 Mot. Prelim. Inj.] ¶ 6, Ex. 4 [Decl. of Dr. Herman Hedriana ISO People’s Mot. Prelim. Inj.] ¶ 24.)
25 And too many stories have recently come to light where pregnant women have died preventable
26 deaths while doctors waited to provide abortion care until either the fetal heart tones stopped, or
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1 the mother's life was sufficiently at risk.¹ The People cannot reasonably wait for such an
2 outcome. Accordingly, the People respectfully request that this Court issue an order enforcing
3 the Stipulation and Order.

4 BACKGROUND

5 I. THE PEOPLE MOVED FOR A PRELIMINARY INJUNCTION TO REQUIRE PROVIDENCE 6 HOSPITAL TO COMPLY WITH THE ESL

7 On September 30, 2024, the People filed a Motion for Preliminary Injunction (PI Motion)
8 to prevent Providence Hospital from violating the ESL. In support of the PI Motion, the People
9 submitted evidence of a Providence Hospital policy that prohibits providing emergency abortion
10 care if fetal heart tones are present, unless the mother's life is sufficiently at risk. (Wallace Decl.,
11 Ex. 2 ¶ 15 & p. 44, Ex. 5 ¶¶ 3-5, Ex. 3 ¶ 7.) The threshold for when a patient is close enough to
12 death to permit treatment under the policy has long been unclear to the hospital's providers, and
13 hospital leadership has refused to offer any guidance. (*Id.*, Ex. 5 ¶¶ 3-6.)

14 In the PI Motion, the People explained that Providence's policy violates the ESL, which
15 requires hospitals to provide emergency services and care not only when a person's life is at risk,
16 but also when a person is in danger of serious injury or illness. (*Id.*, Ex. 1 [PI Motion] at pp. 8,
17 16-18.) With respect to pregnant patients experiencing emergency medical conditions, hospitals
18 may not wait until serious complications, such as infection and hemorrhage, arise before offering
19 the necessary treatment. (*Id.* at pp. 10, 14-17, Ex. 3 ¶¶ 8-9, Ex. 4 ¶¶ 7-8, 21-24, 28-31.) Beyond
20 violating the ESL and the medical standard of care, waiting to act in such cases needlessly risks
21 death and exposes patients to a host of devastating outcomes short of death, such as loss of
22 fertility, sepsis, organ damage, and stroke. (*Id.*, Ex. 1 at pp. 14-18, Ex. 5 ¶ 4, Ex. 3, ¶¶ 5-6, 8-10,
23 14, Ex. 4 ¶¶ 8-9, 12, 28-29, 33.)

24 ¹ In Texas, for example, two women died of sepsis after being refused care by emergency
25 departments because their fetuses still had a heartbeat and the doctors, unsure whether the
26 patient's life was in enough danger to provide emergency abortion care, were too afraid to treat
27 them. (Cassandra Jaramillo & Kavitha Surana, *A Woman Died After Being Told It Would Be a*
28 *"Crime" to Intervene in Her Miscarriage at a Texas Hospital*, ProPublica (Oct. 30, 2024),
<https://www.propublica.org/article/josseli-barnica-death-miscarriage-texas-abortion-ban>; Lizzie
Presser & Kavitha Surana, *A Pregnant Teenager Died After Trying to Get Care in Three Visits to*
Texas Emergency Rooms, ProPublica (Nov. 1, 2024), <https://www.propublica.org/article/nevaeh-crain-death-texas-abortion-ban-emtala>.)

1 The People also submitted evidence showing that there have been at least five instances
2 since 2021 in which Providence denied pregnant patients the emergency abortion care they
3 needed. One of these involved Anna Nusslock who, as detailed in the People’s PI Motion, was
4 denied the emergency intervention her doctors recommended because her twins still had heart
5 tones, and her life was not yet sufficiently at risk under the Providence policy. (Wallace Decl.,
6 Ex. 1 at pp. 11-14, Ex. 2 ¶¶ 13-15.) Dr. Micks treated two additional patients who, despite
7 requiring emergency abortion care, were refused treatment at Providence due to the presence of
8 fetal heart tones. (*Id.*, Ex. 3 ¶ 5.) And on two further occasions, Dr. Stampe saw the Providence
9 Hospital policy interfere with his ability to provide emergency abortion care. (*Id.*, Ex. 5 ¶¶ 4, 7.)
10 Each of these women suffered needless risk to their health and lives at the hands of a policy that,
11 if allowed to persist, would have continued to needlessly gamble with life and health. The
12 People, accordingly, filed the PI Motion to require Providence to comply with its obligations
13 under the ESL.

14 **II. THE STIPULATION AND ORDER RESOLVED THE PEOPLE’S PI MOTION**

15 On October 28, 2024, the parties entered into the Stipulation. The People agreed to
16 withdraw the PI Motion, and in exchange, “SJH . . . *agree[d] to fully comply with California’s*
17 *ESL*, Health & Safety Code section 1317 *et seq.* with respect to pregnant patients experiencing
18 emergency medical conditions.” (*Id.*, Ex. 6 at p. 94, ¶ 2, emphasis added.) The Stipulation
19 further provides:

20 Providence Hospital specifically agrees to:

- 21 a) Continue to allow its physicians to terminate a patient’s pregnancy . . .
22 whenever the treating physician(s) determine in their professional
23 judgment that failing to immediately terminate the pregnancy would be
24 reasonably expected to:
 - 25 i. Place the patient’s health in serious jeopardy;
 - 26 ii. Result in serious impairment to the patient’s bodily functions; or
 - 27 iii. Result in serious dysfunction of any bodily organ or part of the
28 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

1 medically necessary (including where applicable terminating a
2 pregnancy) such that there is a reasonable medical probability that the
3 transfer or the delay caused by the transfer will not result in a material
4 deterioration in, or jeopardy to, the patient’s medical condition or
5 expected chances for recovery.

- 6 c) Follow the policy and protocol requirements of the ESL enumerated in
7 Health & Safety Code section 1317.2 and all applicable protocols and
8 regulations for transfers prescribed by the California Department of
9 Public Health.

10 (*Id.* at pp. 94-95, ¶ 2.) The Stipulation was signed by SJH’s counsel, Daniel M.
11 Glassman of K&L Gates LLP. (*Id.* at p. 96.)

12 On October 29, 2024, the Court entered the Stipulation as an Order, mandating that
13 “Providence St. Joseph Hospital (Providence Hospital), operated by Defendant St. Joseph Health
14 Northern California, LLC . . . must fully comply with California’s Emergency Services Law
15 (ESL), Health & Safety Code section 1317 *et seq.* with respect to pregnant patients experiencing
16 emergency medical conditions.” (*Id.* at p. 97, ¶ 2.) The Order further directs:

17 Providence Hospital must specifically:

- 18 a) Allow its physicians to terminate a patient’s pregnancy . . . whenever
19 the treating physicians determine in their professional judgment that
20 failing to immediately terminate the pregnancy would be reasonably
21 expected to:
22 i. Place the patient’s health in serious jeopardy;
23 ii. Result in serious impairment to the patient’s bodily functions; or
24 iii. Result in serious dysfunction of any bodily organ or part of the
25 patient.
26 b) Follow the ESL’s pre-transfer treatment requirements. In particular,
27 Providence Hospital may not transfer a pregnant patient without first
28 providing emergency services and care (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, 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. In particular, Providence
Hospital may not “discharge” patients with instructions to self-transport
to another facility and Providence Hospital must comply with all
applicable protocols and regulations for transfers prescribed by the
California Department of Public Health.

1 (*Id.* at pp. 97-98, ¶ 2.)

2 The Stipulation and Order do not reference the Ethical and Religious Directives (ERDs).
3 Nor do they include any exceptions or limitations. (*Ibid.*) The Stipulation and Order resolved the
4 People’s PI Motion, which as explained above, the People filed to ensure SJH’s compliance with
5 the ESL.

6 **III. SJH DEMURRED AND REFERENCED THE STIPULATION AND ORDER IN A FOOTNOTE**

7 On December 23, 2024, SJH filed a notice of association of new counsel as well as a
8 demurrer to the People’s complaint. (Wallace Decl. ¶ 4, Ex. 7.) Without any prior warning or
9 outreach to the People, SJH asserted in a footnote of the demurrer: “To the extent that the AG
10 contends the Stipulation requires SJH to allow procedures that are not permitted by the ERDs,
11 SJH reserves the right to modify or vacate the Stipulation if and when appropriate.” (*Id.*, Ex. 7 at
12 p. 108, fn. 3.)

13 On December 27, 2024, counsel for the People—concerned about the footnote’s
14 implications for pregnant people in Humboldt who may require emergency care—inquired about
15 it by email to counsel for SJH. (*Id.*, Ex. 8.) The People explained that, at this early juncture, they
16 “cannot know the details of SJH’s internal policies or how it interprets the relevant Ethical and
17 Religious Directives” and asked counsel for SJH to “please confirm that SJH continues to comply
18 with all of the terms of the stipulation and associated court order entered in this matter.” (*Ibid.*)

19 On January 9, 2025, counsel for SJH responded that they intended the footnote to “clarify”
20 that Providence Hospital “cannot allow procedures that are contrary to the [ERDs], to which the
21 stipulation does not refer.” (*Id.*, Ex. 9 at p. 125.) SJH also stated, “SJH will continue to comply
22 with the Stipulation in so far as the Stipulation does not require the hospital to violate the ERDs
23 which include provisions for care in emergency situations.” (*Ibid.*)

24 On January 23, 2025, counsel for the People sent a response to counsel for SJH, stating in
25 part: “Given your message and Footnote 3, it appears that the hospital intends to violate the order
26 if a patient needs care that is required under the ESL but prohibited under the hospital’s
27 interpretation of the ERDs. If this is correct, then we view Footnote 3 as an anticipatory breach
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1 of the Court’s order.” (Wallace Decl., Ex. 10 at p. 127.) The People also addressed these
2 concerns in their opposition to the demurrer. (*Id.*, Ex. 11 at p. 137, fn. 1.)

3 On January 29, 2025, counsel for SJH responded to counsel for the People, reasserting their
4 prior claims with respect to the ERDs, but ultimately confirming that “SJH fully intends to
5 comply with the ESL by continuing to provide emergency services and care to pregnant patients
6 suffering from emergency medical conditions.” (*Id.*, Ex. 12 at p. 153.) SJH did not then indicate
7 any intent to file a motion to modify the Stipulation and Order. (*Ibid.*)

8 **IV. SJH’S ANTICIPATED MOTION TO MODIFY OR CLARIFY THE STIPULATION AND ORDER**

9 Four months after counsel for SJH assured the People that “SJH fully intends to comply
10 with the ESL”—as the Stipulation and Order require—counsel for SJH notified the People of
11 SJH’s forthcoming motion to modify or clarify the Stipulation and Order. (*Id.* ¶ 10, Ex. 13 at p.
12 165.) Specifically, SJH explained that the motion will seek “to make clear” that the parties’
13 Stipulation “does not require SJH to provide procedures to terminate a pregnancy that are
14 prohibited by the ERDs.” (*Id.*, Ex. 13 at p. 165.) SJH’s stated premise for this motion is
15 fundamentally inconsistent with the unambiguous and unqualified terms of the Stipulation and
16 Order, which require SJH to “fully comply” with the ESL with respect to pregnant patients
17 experiencing emergency medical conditions.

18 **V. RENEWED RISK TO THE WOMEN OF HUMBOLDT COUNTY**

19 The People are gravely concerned about the renewed risk to pregnant people in Humboldt
20 County in light of SJH’s position that the ERDs limit their obligations under the Stipulation and
21 Order. As the People’s PI Motion explained, it is a medical certainty that “a case like Anna
22 Nusslock is going to happen again” in Humboldt. (*Id.*, Ex. 1 at p. 21, Ex. 4 ¶¶ 33-36, Ex. 3 ¶¶ 5-
23 6.) Indeed, at least five instances of an obstetric emergency occurred between June 2021 and
24 February 2024 alone—each resulting in patient harm due to Providence’s policy. (*Id.*, Ex. 2 ¶¶
25 13-15, Ex. 5 ¶¶ 4, 7, Ex. 3 ¶ 5.) With Mad River Community Hospital’s labor and delivery
26 services now closed, the community depends exclusively on Providence for emergency care. (*Id.*,
27 Ex. 3 ¶ 16.)
28

The Stipulation and Order safeguard pregnant patients in Humboldt and offer assurance that the only emergency department in 100 miles will treat them during an obstetric emergency rather than turn them away. The Stipulation and Order also provide much needed clarity to practitioners at Providence, whose autonomy previously had been constrained by a vague and unlawful policy that, contrary to the ESL, prohibited emergency abortion care unless the mother's life was sufficiently at risk and failed to articulate *how* close to death the mother had to be before Providence would permit doctors to perform a life-saving abortion. (Wallace Decl., Ex. 5 ¶¶ 3-7.) Now, SJH is attempting to inject confusion yet again into the hospital's provision of emergency abortion care. This Court should not permit SJH to walk back its agreement or circumvent the Order this Court validly entered.

ARGUMENT

I. THE STIPULATION AND ORDER UNAMBIGUOUSLY REQUIRE SJH TO FULLY COMPLY WITH THE ESL

Courts “interpret a stipulation, including a stipulation entered as a court order, in accordance with the ordinary rules of contract interpretation.” (*Dowling v. Farmers Ins. Exchange* (2012) 208 Cal.App.4th 685, 694.) “The language of a contract is to govern its interpretation, if the language is clear and explicit” (Civ. Code, § 1638; *Carr Business Enters., Inc. v. City of Chowchilla* (2008) 166 Cal.App.4th 25, 30 [“When the language of a document is unambiguous, [courts] are not free to restructure the agreement”].) A court’s “function is to determine what, in terms and substance, is contained in the contract, not to insert what has been omitted.” (*In re Marriage of Gilbert-Valencia & McEachen*, 98 Cal.App.5th at pp. 525-526.) Courts “do not have the power to create for the parties a contract that they did not make and cannot insert language that one party now wishes were there.” (*Id.* at p. 526.)

The clear and explicit directive that SJH agreed to and that this Court entered as an Order on October 29, 2024, provides that Providence Hospital “must fully comply with California’s [ESL] with respect to pregnant patients experiencing emergency medical conditions.” (Wallace Decl., Ex. 6 at p. 97, ¶ 2.) This plain language leaves no reasonable question as to what the parties mutually intended in entering the Stimulation: they intended for SJH to fully comply with

1 the ESL with respect to pregnant patients experiencing emergency medical conditions. Indeed,
2 the Stipulation and Order place no limitations on this obligation and include no exceptions.
3 Accordingly, there is no basis to depart from the document’s unambiguous text and insert new or
4 varied terms. (See *Tanner v. Title Ins. & Trust Co.* (1942) 20 Cal.2d 814, 824 [“courts are not
5 empowered under the guise of construction or explanation to depart from the plain meaning of the
6 writing and insert a term or limitation not found therein”].)

7 The Stipulation and Order’s remaining provisions are equally clear. SJH must: (a) “[a]llow
8 its physicians to terminate a patient’s pregnancy . . . whenever the treating physicians determine
9 in their professional judgment that failing to immediately terminate the pregnancy would be
10 reasonably expected to: [p]lace the patient’s health in serious jeopardy; [r]esult in serious
11 impairment to the patient’s bodily functions; or [r]esult in serious dysfunction of any bodily organ
12 or part of the patient,” (b) “[f]ollow the ESL’s pre-transfer requirements,” as set forth in the
13 Stipulation and Order, and (c) “[f]ollow the policy and protocol requirements of the ESL
14 enumerated in Health & Safety Code section 1317.2.” (Wallace Decl., Ex. 6 at pp. 97-98, ¶ 2.)
15 Again, this language permits no ambiguity as to the parties’ intent or SJH’s obligations.

16 SJH now contends that the Stipulation “does not require SJH to provide procedures to
17 terminate a pregnancy that are prohibited by the ERDs.” (*Id.*, Ex. 13 at p. 165.) But the
18 Stipulation and Order do not address, or even mention, the ERDs. And as such, despite what SJH
19 may wish, the ERDs cannot limit or vary the explicit obligations the Stipulation and Order
20 impose. (See *Carr Business Enters., Inc.*, 166 Cal.App.4th at 30 [“If the parties had wanted to
21 allow for [a particular fee procedure], they were free to spell this out in their agreement. They did
22 not do so. We will not permit [one party] to circumvent its agreement.”]; *In re Marriage of*
23 *Gilbert-Valencia & McEachen*, 98 Cal.App.5th at 526 [where stipulation made no mention of
24 division of community property, which was an ongoing issue between the parties, the court would
25 not expand the stipulation to include this topic].)

26 Accordingly, the Court should interpret the Stipulation and Order’s unambiguous language
27 to mean what it plainly states and nothing more: SJH must fully comply with the ESL.
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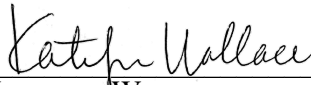
CONCLUSION

This Court should grant this Motion and issue an Order enforcing the Stipulation and Order.

Dated: June 5, 2025

Respectfully submitted,

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DECLARATION OF SERVICE BY E-MAIL

Case Name: **THE PEOPLE OF THE STATE OF CALIFORNIA v. ST. JOSEPH
HEALTH NORTHERN CALIFORNIA, LLC**
No.: **CV2401832**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. My business address is: 300 South Spring Street, Suite 1702, Los Angeles, CA 90013-1230. My electronic service address is Jusua.Barbosa@doj.ca.gov.

On June 5, 2025, I served the attached

1. **NOTICE OF MOTION AND MOTION OF THE PEOPLE OF THE STATE OF CALIFORNIA TO ENFORCE STIPULATION AND ORDER**
2. **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF THE PEOPLE OF THE STATE OF CALIFORNIA'S MOTION TO ENFORCE STIPULATION AND ORDER**
3. **DECLARATION OF KATELYN WALLACE IN SUPPORT OF THE PEOPLE OF THE STATE OF CALIFORNIA'S MOTION TO ENFORCE STIPULATION AND ORDER**

by transmitting a true copy via electronic mail, addressed as follows:

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I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct and that this declaration was executed on June 5, 2025, at Los Angeles, California.

Jusua Barbosa

Declarant



Signature

SA2024303031