

1 ROB BONTA  
Attorney General of California  
2 NELI PALMA  
Senior Assistant Attorney General  
3 KARLI EISENBERG (SBN 281923)  
Supervising Deputy Attorney General  
4 MARTINE D'AGOSTINO (SBN 256777)  
5 DAVID HOUSKA (SBN 295918)  
6 KATELYN WALLACE (SBN 319370)  
Deputy Attorneys General  
7 455 Golden Gate Ave., Ste. 11000  
San Francisco, CA 94102  
8 Telephone: (415) 510-3374  
E-mail: David.Houska@doj.ca.gov  
9 *Attorneys for the People of the State of California*

10 DANIEL M. GLASSMAN (SBN 179302)  
11 PAUL W. SWEENEY JR. (SBN 112511)  
TAYLOR YAMAHATA (SBN 347192)  
12 K&L GATES LLP  
1 PARK Plaza, 12<sup>th</sup> Floor  
13 Irvine, CA 92614  
14 Telephone: (949) 253-0900  
E-mail: Dan.Glassman@klgates.com  
15 *Attorneys for St. Joseph Health Northern California,  
LLC*

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

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;

28

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:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- 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,  
ROB BONTA  
Attorney General of California  
KARLI EISENBERG  
Supervising Deputy Attorney General

6

7

8

/s/ David Houska  
DAVID HOUSKA  
Deputy Attorney General

9

10

11

K&L GATES LLP

12

By: /s/ Daniel Glassman  
Daniel M. Glassman  
Paul W. Sweeney Jr.  
Taylor Yamahata

13

14

Attorneys for Defendant  
St. Joseph Health Northern California, LLC

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**[PROPOSED] ORDER**

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

- 1) The hearing on the People of the State of California’s Motion for Preliminary Injunction, and all corresponding briefing deadlines, shall be taken off calendar.
- 2) The hospital known as Providence St. Joseph Hospital (Providence Hospital), operated by Defendant St. Joseph Health Northern California, LLC, without admitting any liability, must fully comply with California’s Emergency Services Law (ESL), Health & Safety Code section 1317, *et. seq.* with respect to pregnant patients experiencing emergency medical conditions. Providence Hospital must specifically:
  - a) Allow its physicians to terminate a patient’s pregnancy (via induced labor, a Dilation and Evacuation procedure, or any other procedure that the relevant personnel are licensed and qualified to perform and for which Providence Hospital has the physical facilities to accommodate) whenever the treating physicians determine in their professional judgment that failing to 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 may not transfer a pregnant patient without first 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 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. In particular, Providence Hospital may not “discharge” patients with instructions to self-transport to another facility and

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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**